

**battle** face

**AIR TRAVEL PROTECTION  
PLAN**

Texas

**BISAIRI-01-TX**  
**Plan Administrator**  
**battleface**  
45 East Lincoln Street  
Columbus, OH 43215

This Insurance Policy describes travel insurance benefits underwritten by Spinnaker Insurance Company, under Policy Form series RIG1000-25 (11/2019). Insurance benefits vary by plan, please refer to the accompanying Confirmation of Coverage. You will find the specific information for the plan you purchased. Please contact the Plan Administrator immediately if you believe the Confirmation of Benefits contains incorrect information.

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

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

IMPORTANT NOTICE - TEXAS

| <b>IMPORTANT NOTICE</b>  | <b>AVISO IMPORTANTE</b>   |
|--|---|
| <p>To obtain information or make a complaint: You may contact Spinnaker Insurance Company.</p> <p>You may contact Spinnaker Insurance Company for information or to make a complaint at:</p> <p>1-888-221-7742 toll-free<br/>Email: <a href="mailto:contact@spinnaker.com">contact@spinnaker.com</a><br/>Mail: 1 Plunkemin Way, Bedminster, NJ 07921</p> <p>You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:</p> <p>1-800-252-3439</p> <p>You may write the Texas Department of Insurance:</p> <p>MC 111-1A<br/>P.O. Box 149091<br/>Austin, TX 78714-9091<br/>FAX: (512) 490-1007<br/>Web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a><br/>E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></p> <p><b>PREMIUM OR CLAIM DISPUTES:</b></p> <p>Should you have a dispute concerning Your premium or about a claim, You should contact Us first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p><b>ATTACH THIS NOTICE TO YOUR POLICY:</b></p> <p>This notice is for information only and does not become a part or condition of the attached document.</p> | <p>Para obtener información o para presentar una queja:</p> <p>Usted puede comunicarse con Spinnaker Insurance Company.</p> <p>Puede ponerse en contacto con Spinnaker Insurance Company para obtener información o para presentar una queja en:</p> <p>1-888-221-7742 llamada gratuita<br/>Email: <a href="mailto:contact@spinnaker.com">contact@spinnaker.com</a><br/>Correo: 1 Plunkemin Way, Bedminster, NJ 07921</p> <p>Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:</p> <p>1-800-252-3439</p> <p>Usted puede escribir al Departamento de Seguros de Texas a:</p> <p>MC 111-1A<br/>P.O. Box 149091<br/>Austin, TX 78714-9091<br/>FAX # (512) 490-1007<br/>Sitio web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a><br/>E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></p> <p><b>DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:</b></p> <p>Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.</p> <p><b>ADJUNTE ESTE AVISO A SU PÓLIZA:</b></p> <p>Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.</p> |

**SPINNAKER INSURANCE COMPANY**

A Stock Company

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

Administrative Office: 1 Pluckemin Way, Bedminster, NJ 07921

**TRAVEL INSURANCE POLICY**

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

OUR PROMISE TO YOU  
FREE LOOK PERIOD

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

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## SECTION I. DEFINITIONS

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

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

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

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

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

**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**.

**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.

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

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

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

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

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

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

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

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

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

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

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

**Complications of pregnancy** do not include:

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

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

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

**Covered trip** means a **trip** for which **you** request insurance coverage and pay the required premium and includes **prepaid** Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one (1) day of the Land/Sea Arrangements. Maximum **covered trip** duration is ninety (90) days.

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

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

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

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

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

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

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

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

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

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

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

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

**Extreme activities** means BASE jumping, cliff diving, fly-by-wire, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, Mountain Climbing (over three thousand (3,000) meters), parkour, scuba diving (beyond forty (40) meters), and any activity materially similar to the above.

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

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

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

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

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

**Hazard** means:

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



**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.

**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**.

**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.

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

**Insured** means a person:

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

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

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

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

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

**Natural disaster** means:

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

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

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

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

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

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

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

**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**, or a **family member**.

**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**, or **family member**, to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan:

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

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

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

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

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

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

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

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

**Reasonable additional expenses** means expenses for:

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

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

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

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

**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 destination or to **your primary residence** from a **covered trip**.

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

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

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

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

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

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

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

**Ticket** means a **ticket** issued on paper or in electronic documentation to an entertainment, theatrical or recreational event and paid for in full by **you**.

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

**Travel arrangements** means:

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

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

**Traveling companion** means person(s) booked to accompany **you** on **your covered trip** and/or person(s) sharing **travel arrangements** with **you**.

**Trip** means a period of travel that does not exceed ninety (90) days. **Your trip** must have a defined **departure date** and **return date**.

**Trip cost** means dollar amount of **trip payments or deposits**, which are subject to **cancellation penalties**, paid by **you** prior **your covered trip departure date**. The **trip cost** is stated on **your** application. **Trip cost** will also include the cost of any additional **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 twenty-four (24) hours or more; or
- e. Local government authorities have issued a mandatory evacuation.

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

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

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

**Winter activities** means:

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

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

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

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

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

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

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

Subject to payment of any premium due:

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; or
- b. The date and time *you* start *your covered trip*.

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

All coverages end on the earlier of:

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

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



## SECTION IV. COVERAGES

## TRIP 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** 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; or
- 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;
- 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. 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
- e. 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 **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;  
and
- c. **Prepaid**, non-refundable **trip** payments for the **unused** portion of the **trip**.

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

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

## BAGGAGE AND PERSONAL EFFECTS

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

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

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

Special Limitations:

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

- a. Seven hundred and fifty dollars (\$750) per item.

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

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

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

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

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

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

**Baggage and Personal Effects Exclusions:**

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

- a. Loss of, or damage to, motor vehicles;
- b. Loss of, or damage to, artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
- c. Loss of, or damage to, keys, notes, securities, accounts, deeds, food stamps, bills, or other evidences of debt, money, stamps, stocks and bonds, postal or money orders, and **tickets**;
- d. Loss of, or damage to, property shipped as freight, or shipped prior to the **departure date**;
- e. Loss of, or damage to, contraband;
- f. Loss of, or damage to, items seized by any government official or customs official;
- g. Damage caused by any process of repair;
- h. **Loss** resulting from defective materials or craftsmanship;
- i. Damage caused by radioactive contamination;
- j. **Loss** resulting from mysterious disappearance; or
- 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%                                 |
| Speech and hearing in both ears          | 100%                                |
| Speech                                   | 50%                                 |
| Hearing in both ears                     | 50%                                 |
| Thumb and index finger of same hand      | 25%                                 |

**Loss** with regard to:

- Hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- Eye means an entire and irrecoverable loss of sight; and
- Speech or hearing means entire and irrecoverable *loss* of speech or hearing of both ears; and
- Thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

**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:

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



## 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 effect* 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 effect* and Baggage Delay coverages:

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

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

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

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

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

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

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

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

## SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

In addition to any applicable benefit-specific exclusions, the following exclusions apply to all **losses** and all benefits. Unless otherwise shown below, these exclusions apply to **you**. This **policy** does not cover any **loss** for, caused by or resulting from:

- a. Intentionally self-inflicted **injury**, suicide, or attempted suicide of **you**, or **your family member**, or **traveling companion** while sane or insane;
- b. War (whether declared or not) or act of war, participation in a **civil disorder**, riot, insurrection or unrest (unless specifically covered herein);
- c. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms;
- e. Being under the influence of drugs or narcotics, unless administered upon the advice of a **physician** as prescribed; or
- f. Intoxication above the legal limit at **your** location at the time of **loss**; or
- g. Commission or the attempt to commit a criminal act by **you**, **your traveling companion**, or **your family member**, whether insured or not;
- h. The following activities are excluded:
  1. Participation in **professional athletic events**, motor sport, or motor racing, including training or practice for the same; sky diving, parachuting, hang gliding, bungee cord jumping, heliskiing, spelunking, or 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 one hundred thirty-one (131) feet or more);
- i. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- j. Any treatment or medication which, at the time of departure, is required to be continued during the **covered trip**;
- k. **Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- l. Traveling for the purpose of securing medical treatment;
- m. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- n. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
- o. Accidental **injury** or **sickness** when traveling against the advice of a **physician**;
- p. Care or treatment which is not **medically necessary**, except for related reconstructive surgery resulting from trauma, infection or disease;
- q. Any **loss**, condition, or event that was known, foreseeable, intended, or expected when **your policy** was purchased;
- r. Any failure of a provider of travel related services (including any **travel supplier**) to provide the bargained-for travel services or to refund money due **you**;

- s. **Your** participation in **civil disorder**, riot or a felony;
- t. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly covered under Trip Interruption coverage;
- u. **Pandemic** or **epidemic**;
- v. **Your** failure to derive pleasure in, or benefit from, or profit from **your covered trip**;
- w. Payments made for this **policy** and any other insurance;
- x. **Travel supplier** restrictions on any **baggage**, including medical supplies and equipment;
- y. If **your** tickets do not contain specific travel dates (open tickets);
- 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;
- d. The **trip cost** does not exceed twenty thousand dollars (\$20,000), per person.

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

SPINNAKER INSURANCE COMPANY

TEXAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

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

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

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

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** fifteen (15) days after delivery by United States mail and ten (10) days after delivery by means other than United States mail to review **your policy**. If, during this time 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 time period, **your** premium is non-refundable.

III. **SECTION I. DEFINITIONS**, the definition of **Trip cost** is replaced by the following:

**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.

IV. **SECTION I. DEFINITIONS**, definition for **Business day** is added:

**Business day** means all days except Saturday, Sunday, or holidays recognized by Texas.

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

**Legal Action:** No legal action for a claim or inequity can be brought against **us** unless there has been full compliance with the terms of the policy and the action has been brought within three (3) years from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.

**Arbitration:** After a dispute arises, **we** and one (1) or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** may request voluntary and non-binding arbitration, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration

Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

VI. **SECTION II. GENERAL PROVISIONS**, the following is added to **Termination of this policy**:

**We** may not cancel **your** coverage solely because **you** are an elected official.

VII. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, **Payment of Claims: When Paid** and **Notice of Claim** applicable to all benefits except Baggage/*personal effects* and Baggage Delay are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within five (5) **business days** after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

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

Within fifteen (15) **business days** after **we** receive notice of a claim, **we** will:

- a) acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, **we** will make a record of the date, means, and content of the acknowledgement.);
- b) commence any investigation of the claim; and
- c) request from **you** all items, statements, and forms that we reasonably believe, at that time, will be required from **you**. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

**We** will notify **you** in writing of the acceptance or rejection of a claim no later than fifteen (15) **business days** after **we** receive all proof of loss required by **us**. If **we** reject the claim, **we** will tell **you** the reasons for the rejection. If **we** are unable to accept or reject the claim within fifteen (15) **business days** after **we** receive all proof of loss required, **we** will notify **you** within the fifteen (15) **business-day** period and tell **you** why **we** need additional time to investigate the claim. If **we** require additional time to investigate **your** claim, **we** will notify **you** if we accept or reject the claim no later than forty-five (45) **business days** after **we** request additional time to investigate the claim.

VIII. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Notice of Loss** and **Settlement of Loss** provisions applicable to Baggage/*personal effects* and Baggage Delay are replaced by the following:

**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 notice as soon as reasonably possible 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 as soon as reasonably possible.

Within fifteen (15) **business days** after **we** receive notice of a claim, **we** will:

- a) acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, **we** will make a record of the date, means, and content of the acknowledgement.);
- b) commence any investigation of the claim; and
- c) request from **you** all items, statements, and forms that we reasonably believe, at that time, will be required from **you**. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

**We** will notify **you** in writing of the acceptance or rejection of a claim no later than fifteen (15) **business days** after **we** receive all proof of loss required by **us**. If **we** reject the claim, **we** will tell **you** the reasons for the rejection. If **we** are unable to accept or reject the claim within fifteen (15) **business days** after **we** receive all proof of loss required, **we** will notify **you** within the fifteen (15) **business-day** period and tell **you** why **we** need additional time to investigate the claim. If **we** require additional time to investigate **your** claim, **we** will notify **you** if we accept or reject the claim no later than forty-five (45) **business days** after **we** request additional time to investigate the claim.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within five (5) **business days** after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

**SPINNAKER INSURANCE COMPANY**

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



Nicholas Scott, Secretary



David Ingrey, Chief Executive Officer





**FACTS**

**WHAT SPINNAKER DOES WITH YOUR PERSONAL INFORMATION?**

|             |  |
|-------------|--|
| <b>Why?</b> | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
|-------------|--|

|              |  |
|--------------|--|
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Name and date of birth</li> <li>▪ Property information and property records</li> <li>▪ Checking account information and credit-based insurance scores</li> </ul> |
|--------------|--|

|             |  |
|-------------|--|
| <b>How?</b> | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Spinnaker chooses to share; and whether you can limit this sharing. |
|-------------|--|

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

|                   |                                |
|-------------------|--------------------------------|
| <b>Questions?</b> | Call toll-free 1-800-747-3214. |
|-------------------|--------------------------------|

| Who we are   |   |
|--|---|
| <b>Who is providing this notice?</b>                       | Spinnaker Insurance Company and its insurance company subsidiaries  |
| What we do   |   |
| <b>How does Spinnaker protect my personal information?</b> | To protect your personal information from unauthorized access and use, we maintain physical, electronic, and procedural safeguards that comply with federal law. These measures include computer safeguards and secured files and buildings.  |
| <b>How does Spinnaker collect my personal information?</b> | We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>▪ apply for insurance or pay insurance premiums</li> <li>▪ provide account information or give us your contact information</li> <li>▪ file an insurance claim</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.   |
| <b>Why can't I limit all sharing?</b>                      | Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |

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

| Other Important Information  |  |
|--|--|
| <p>We will also comply with more restrictive state laws to the extent they apply.</p> <p><b>California Residents:</b> 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><b>Nevada Residents:</b> 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: <a href="mailto:aginfo@ag.nv.gov">aginfo@ag.nv.gov</a>.</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](mailto:compliance@spinnakerins.com) or Spinnaker Insurance Company, 1 Pluckemin Way, Suite 102, Bedminster, NJ 07921 with a notarized letter and include your name, address, and your policy, contract, or account number, and describe the information you wish to access, delete, or correct.

**battleface**<sup>®</sup>

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