

**battleface**

**BATTLEFACE SCOUT**

**BISSCT-01-TX**

**Plan Administrator**

**battleface**

45 East Lincoln Street  
Columbus, OH 43215

This Insurance Policy describes travel insurance benefits underwritten by Everspan Insurance Company, under Policy Form series EBIS00 08.22. 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.

## TEXAS IMPORTANT NOTICE

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>To obtain information or make a complaint: You may contact Everspan Insurance Company.</p> <p>You may contact Everspan Insurance Company for information or to make a complaint at:</p> <p>1-855-355-0327 toll-free Email: <a href="mailto:contact@everspangroup.com">contact@everspangroup.com</a> Mail: One World Trade Center, 41<sup>st</sup> Floor, New York, NY 10007</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>Consumer Protection MC: CO-CP Texas Department of Insurance P.O. Box 12030 Austin, TX 78711-2030 Web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></p>	<p>Para obtener información o para presentar una queja:</p> <p>Usted puede comunicarse con Everspan Insurance Company.</p> <p>Puede ponerse en contacto con Everspan Insurance Company para obtener información o para presentar una queja en:</p> <p>1-855-355-0327 llamada gratuita Email: <a href="mailto:contact@everspangroup.com">contact@everspangroup.com</a> Correo: One World Trade Center, 41<sup>st</sup> Floor, New York, NY 10007</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>Consumer Protection MC: CO-CP Texas Department of Insurance P.O. Box 12030 Austin, TX 78711-2030 Sitio web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a> 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><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>

## EVERSPAN INSURANCE COMPANY

One World Trade Center, 41<sup>st</sup> Floor  
New York, New York 10007

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

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

**Actual cash value** means current **replacement cost** of such item of like kind and quality or an item of similar characteristic and quality less depreciation.

**Adventure activities** means the following leisure and non-professional sports activities:

- a. Canoeing including white water up to Grade three (3) (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- b. Diving (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- c. Jet skiing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- d. Kayaking including white water up to Grade three (3) (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- e. Parasailing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- f. Snorkeling (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- g. Windsurfing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- h. Boardsailing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- i. Tubing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- j. Dog sledding (recreational) (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- k. Ice skating;
- l. Snow shoeing;
- m. Horse, camel, or elephant riding (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- n. Camping;
- o. Cave tubing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- p. Caving or spelunking (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- q. Go-karting;
- r. Rope courses (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- s. Marathon running;
- t. Backpacking;
- u. Roller skating or blading;
- v. Wildlife or tourist safaris (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);

- w. Target or skeet shooting (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- x. Trekking;
- y. Archery (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- z. Indoor climbing;
- aa. Dodgeball;
- bb. Tug-of-war;
- cc. Snow skiing or snowboarding recreational downhill or cross-country, except **extreme skiing** or **extreme snowboarding**;
- dd. Mountain biking or cycling;
- ee. **Mountain climbing** including bouldering below four thousand five hundred seventy-two (4,572) meters or fifteen thousand (15,000) feet (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- ff. Deep sea fishing;
- gg. Scuba diving for **qualified divers** up to a maximum depth of forty (40) meters or one hundred thirty (130) feet and for **unqualified divers** up to a maximum depth of twelve (12) meters or forty (40) feet;
- hh. White or black water rafting (Grades one (1) – four (4) (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- ii. Water skiing;
- jj. Kite boarding and or surfing and wind surfing;
- kk. Surfing;
- ll. Sailing;
- mm. Snowmobiling (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- nn. Tobogganing or sledding;
- oo. Or any activity materially similar to the above.

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

- a. **Personal effects**;
- b. Traveling documents;
- c. **Sporting 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.

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

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

These will also include any subsequent **prepaid payments or deposits** paid by **you** for the same **covered trip**, after application for coverage under this **policy**; however, **you** must notify **us** of these payments and pay the additional cost within seven (7) days of subsequent trip payments.

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

**C.B.R.N. incident** means the actual, alleged or threatened discharge, seepage, migration, release, escape, exposure or dispersal of any hazardous chemical, biological, radioactive, or nuclear material, gas, matter or contamination, whether **accidental** or purposeful.

**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.

**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 trip** means a period of travel 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, or **prepaid** course arrangements.

**Covered trip** includes: (1) A period of round-trip travel to a **destination** and does not exceed ninety (90) days in length. The purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind. The trip has a defined **departure date** and **return date**; or (2) A period of one-way travel and does not exceed thirty-one (31) days in length. The purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind. The trip has a defined **departure date** and arrival date.

**Cyber terrorism** or **cyberattack** means the unauthorized and/or unintended activities that target or affect the devices, equipment, files, data, systems, websites, networks or databases of one (1) or more people or companies: (a) performed using internet or network access via computers or other electronic devices; and/or (b) performed via physical means including, but not limited to: damaging or altering network connections, physically destroying data center or network center equipment, or electromagnetic pulse detonation. In terms of coverage under this **policy**, a **terrorist incident** is not **cyber terrorism** as defined.

**Dangerous activities** means:

- a. Canoeing including white water up to Grades three (3) - six (6);
- b. Kayaking including white water up to Grades three (3) - six (6);
- c. Air travel on a not-for-hire aircraft (whether as a pilot, crewmember or a passenger);
- d. Bull riding;
- e. Running of the bulls;
- f. Free diving;
- g. Rock climbing without equipment;
- h. Scuba diving (below forty (40) meters or one hundred thirty (130) feet);
- i. Operating or learning to operate any aircraft, as student, pilot, or crew;
- j. Air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- k. BASE jumping;
- l. Wingsuit flying;
- m. Parkour;
- n. Participation in bodily contact sports such as boxing and full-contact martial arts;
- o. Riding, training or driving in races, or speed or endurance competitions or events;
- p. Cliff diving;
- q. Fly-by-wire;
- r. Hang gliding;
- s. Heli-skiing;
- t. Heli-snowboarding;
- u. **Mountain climbing** (over twenty thousand (20,000) feet or six thousand ninety-six (6,096) meters);
- v. Participation in professional athletic events;
- w. Sky diving or parachuting;
- x. Bungee cord jumping;
- y. Spelunking or cave exploring;
- z. **Extreme skiing**;
- aa. White or black water rafting Grades three (3) - six (6);
- bb. Any activity materially similar to the above.

**Deductible** means the amount of charges that must be incurred by **you** before benefits become payable. The amount of the **deductible** is shown in the **schedule of benefits** for each benefit to which a **deductible** applies.

**Departure date** means the earlier of:

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

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

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

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

**Electromagnetic event** means a large-scale disruption of electronic devices, electrical grids, or electricity transmission, caused by an electromagnetic pulse (E.M.P.). This includes both naturally occurring events (e.g. solar flares, geomagnetic storms, etc.) and man-made events (e.g. nuclear E.M.P., Electromagnetic Interference Devices, etc.).

**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).

**Event** means an entertainment, sporting, theatrical, experience, or recreational **event** for which a **ticket** is purchased by **you**.

**Extreme activities** means the following leisure and non-professional sports activities:

- a. Rodeo (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- b. Canoeing including white water up to Grades four (4) – five (5);
- c. Diving;
- d. Jet skiing;
- e. Kayaking including white water up to Grades four (4) – five (5);
- f. Parasailing;
- g. Snorkeling;
- h. Windsurfing;
- i. Boardsailing;
- j. Tubing;
- k. Dog sledding (recreational);
- l. Glacier walking;
- m. Cave tubing;
- n. Caving or spelunking;
- o. Hunting including hunting safaris;
- p. Off-road driving;
- q. Land sand sailing, skiing or yachting (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- r. Zip-lining (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- s. Wildlife or tourist safaris;
- t. Target or skeet shooting;
- u. Archery;
- v. Competing in highland games athletic events;
- w. Paintball;
- x. Skateboarding;
- y. Ice or field hockey;

- z. Cliff diving (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- aa. Fly-by-wire (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- bb. **Mountain climbing** over fifteen thousand (15,000) feet or four thousand five hundred seventy-two (4,572) meters and up to a maximum of twenty thousand (20,000) feet or six thousand ninety-six (6,096) meters (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- cc. Parkour (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- dd. Participation in semi organized team sports;
- ee. Spelunking or cave exploring (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- ff. **Extreme skiing** (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- gg. **Extreme snowboarding** (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- hh. Riding upon, or rental of, electric or gasoline-powered ATVs, dune buggies, scooters, bicycles, mopeds, Segways or other motorized two-wheeled or four-wheeled conveyances;
- ii. White or black water rafting Grades four (4) – five (5) (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- jj. Any activity materially similar to the above.

**Extreme skiing** means snow skiing that includes such activities as freestyle skiing, skiing in the backcountry on unmarked or unpatrolled areas either inside or outside a ski resort's boundaries, or skiing on slopes with an angle of descent of forty-five (45) degrees or more, or any activity materially similar to the above.

**Extreme snowboarding** means engaging in activities beyond general alpine snowboarding, such as jibbing, freeriding, freestyle, half-pipe, slopestyle, or 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**.

**Hospital** means a facility that:

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

A **hospital** does not include:

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

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

**Impact event** means the terrestrial impact of an object originating from outside the earth's atmosphere, such as a meteorite, asteroid, or man-made space debris.

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

**Inclement weather** means any **severe weather** condition 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. The date the **initial trip payment** is made will be day one (1) of the period during which additional insurance options may be purchased.

**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 **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, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.) or any related physical manifestation.

**Mountain climbing** means the ascent or descent of a mountain requiring the use of specialized equipment, including, but not limited to, ropes, belay devices, pick-axes, anchors, bolts, crampons, carabiners, and lead or top-rope anchoring equipment.

**Natural disaster** means:

- a. A flood (due to natural causes);
- b. Tsunami;
- c. Hurricane;
- d. Tropical storm;
- e. Tornado;
- f. Earthquake;
- g. Mudslide;
- h. Avalanche;
- i. Landslide;
- j. Volcanic eruption;
- k. Sandstorm;
- l. Sinkhole;
- m. Wildfire;
- n. Severe windstorm, such as a derecho or similar sudden and severe wind event; or
- o. Blizzard.

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

**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, chiropractic, acupuncture, naturopathic, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of their license or accreditation. 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 **policy**:

- 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 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 **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 a residence from which **you** are leaving to start **your covered trip**.

**Qualified diver** means a diver that is certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors, and is diving within the parameters of that certification, up to a maximum depth of forty (40) meters or one hundred thirty (130) feet.

**Quarantine(d)** means **you** or **your traveling companion** are ordered into a mandatory confinement intended to stop the spread of a contagious disease to which **you** or **your traveling companion** have been exposed. **Quarantine(d)** does not include a recommended or mandated **social distancing, shelter in place order or stay at home order**. An embargo preventing **you, your traveling companion, or family member** from entering a country is not a **quarantine**.

**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;
- f. **Common carrier** change fees; and
- g. Lodging,

which are necessarily incurred as the result of a **covered 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** 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. 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**. **Rented vehicle** does not include any motor vehicle which is used in mass or public transit.

**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.

**Replacement cost** means the cost to replace the insured property with other property of comparable material and quality used for the same purpose.

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

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

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

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

**Shelter in place order** means **you** are required to stay indoors by official government order barring a specific, justifiable reason during extenuating circumstances, such as a public emergency.

**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**. **Sickness** does not include drug addiction, marijuana addiction, or alcohol addiction.

**Social distancing** means the practice of keeping space between **you** and others to reduce the chance of contact with those who knowingly or unknowingly carry an illness.

**Sporting 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;
- e. Scuba gear, including but not limited to wetsuits, scuba tank, scuba mask, gloves, regulator and fins;
- f. Surfboards or paddleboards;
- g. Kayaks or canoes; and
- h. 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**.

**Stay at home order** means an order from a government authority to restrict movements of a population as a strategy for suppressing or mitigating an **epidemic** or a **pandemic** by ordering **you** to stay at home except for essential tasks, or to work in an essential business.

**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 policy** 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** and includes **common carriers** and private motor vehicles.

**Travel arrangements** means:

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

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

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

**Trip cost** means:

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

**Unforeseen or unforeseeable** 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. The maximum depth allowable for an **unqualified diver** is twelve (12) meters or forty (40) feet. An **unqualified diver** must be under the supervision or guidance of a qualified divemaster or instructor.

**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 Everspan Insurance Company and its agents.

**Winter activities** means:

- a. Skiing or snowboarding recreational downhill or cross-country, except **extreme skiing** and **extreme snowboarding**;
- b. Dog sled rides (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- c. Ice climbing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- d. Ice curling;
- e. Ice diving (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- f. Ice skating;
- g. Sledding or tobogganing;
- h. Ice fishing;
- i. Speed skating;
- j. Snow shoeing; or
- k. Any activity materially similar to those activities described herein.

**You or your** means the **insured**.

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

- A. **Entire Contract; Changes:** This *policy, schedule of benefits*, 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.
- B. **Legal Action:** No legal action for a claim or in equity 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.
- C. **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.
- D. **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.
- E. **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.
- F. **Excess Insurance Limitation:** The insurance provided by this *policy* shall be excess of all other valid and collectible insurance or indemnity unless otherwise noted in the *policy*. 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.
- G. **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.
- H. **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*.
- I. **Physical Examinations and Autopsy:** *We* have the right to have *you* medically examined as reasonably necessary to make a decision about *your* 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.
- J. **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.

- K. **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.
1. **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.
  2. **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.
  3. **Location:** Any arbitration hereunder shall take place in the state of residence, unless otherwise mutually agreed upon by the two sides.
  4. **Entry of Arbitration Award:** Judgment upon an arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.
- L. **Transfer of Coverage:** Coverage under this **policy** cannot be transferred by **you** to anyone else.
- M. **Clerical Error:** Clerical error in keeping any records pertaining to the coverage, whether by **you** or by **us**, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to **us** and is rectified promptly upon discovery.
- N. **Misstatement of Age:** If premiums are based on age and **you** have misstated **your** age, there will be a fair adjustment of premiums based on **your** true age. **We** may require satisfactory proof of age before paying any claim.
- O. **Assignment:** **You** may not assign any of **your** rights, privileges or benefits under this **policy** without **our** prior consent.
- P. **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.
- Q. **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 necessary **medical equipment** (including verifying that **your medical equipment** meets **your travel supplier's** requirements), and anything else required for **you** to travel.

### SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

- A. **ELIGIBILITY AND ENROLLMENT:** *You* must apply for *your* own insurance **policy** and pay premium due. If *your* minor **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 under this **policy** if *we* accept *your* request for insurance. *Your policy's* coverage **effective date** and coverage end date are indicated on *your* confirmation of coverage. 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 **covered 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:

B. **WHEN YOUR COVERAGE BEGINS**

1. For Trip Cancellation and Cancel For Any Reason: Coverage will begin 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* designated representative.
2. For Trip Delay: Coverage will begin while en route to and from *your covered trip*.
3. For Rental Vehicle Damage: Coverage will begin 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.
4. All other coverages will begin: The date and time *you* start *your covered trip*.

In the event the **departure date** and/or the **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* or *our* designated representative of the delay or change.

C. **WHEN YOUR COVERAGE ENDS**

1. For Trip Cancellation and Cancel For Any Reason:  
Coverage will end on the earlier of:
  - a. The cancellation of *your covered trip*; or
  - b. 11:59 P.M Local Time on the day before the **departure date**.
2. For Rental Vehicle Damage:  
Coverage will end on the earlier of:
  - a. The **rented vehicle's** return to the rental agency; or
  - b. 11:59 P.M Local Time. 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**.

3. All other coverages will end on the earlier of:
  - a. **Your** arrival at the **return destination**, even if this occurs earlier than the **return date**;
  - b. The scheduled **return date**;
  - c. **Your** arrival at the **destination** on a one-way **covered trip**;
  - d. The date listed as the **return date** by **you** on the application; or
  - e. The date **you** return from **your covered trip**, if **your** return was delayed due to a covered **unforeseen** reason listed under the **policy**.

#### SECTION IV. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

A. Unless otherwise noted, the following provisions will apply to all benefits:

1. **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**.
2. **Payment of Claims: To Whom Paid:** Benefits are payable to the **insured**, or to the parent or legal guardian of a minor, or a party that holds a valid assignment of benefits. 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.
  - d. In the event **you** are a minor, declared legally incompetent or otherwise unable to give a valid release for the claim, **we** may make arrangements to pay claims to **your** legal guardian, committee or other qualified representative.
3. **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** or someone acting on **your** behalf 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.
4. **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**.
5. **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**.
6. **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.

B. The following provisions apply to Baggage, and Baggage Delay:

1. **Notice of Loss:** If **your** covered property is lost, stolen or damaged, **you** must:
  - a. Notify **us** or **our** designated representative 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.
2. **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**.
3. **Benefit to Bailee:** This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

## SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS

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

- a. Intentionally self-inflicted **injury**, suicide, or attempted suicide of **you, your traveling companion or family member** 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. **Mental, nervous or psychological disorder**;
- e. Being under the influence of drugs or narcotics, unless administered upon the advice of a **physician** as prescribed;
- f. Intoxication above the legal limit at **your** location at the time of **loss**;
- g. Commission or the attempt to commit a criminal act by **you, your traveling companion, or family member**, whether insured or not;
- h. Participation in or **loss** due to **dangerous activities**;
- 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**. Important: there is no coverage for **losses** due to, arising or resulting from the **financial default** of **your travel supplier** or any entity that sold, solicited, negotiated, offered or disseminated this **policy** to **you or your traveling companion**;
- s. **Your** participation in **civil disorder**, riot or a felony;
- t. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly covered under Trip Cancellation coverage or Trip Interruption coverage;
- u. **Your** failure to derive pleasure in, or benefit from, or profit from **your covered trip**;
- v. Payments made for this **policy** and any other insurance;
- w. **Travel supplier** restrictions on any **baggage**, including **sporting equipment**;
- x. If **your** tickets do not contain specific travel dates (open tickets);
- y. 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**;
- z. Disruption of travel or any **loss, sickness or injury** directly or indirectly caused by **cyber terrorism or cyberattack**;

- aa. Disruption of travel or any **loss, sickness or injury** directly or indirectly caused by an **impact event**;
- bb. Disruption of travel or any **loss, sickness or injury** directly or indirectly caused by an **electromagnetic event**;
- cc. Disruption of travel or any **loss, sickness or injury** directly or indirectly caused by an **C.B.R.N. incident**;  
or
- dd. 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 **policy** is purchased within seven (7) days of **initial trip payment**;
- b. The amount of coverage purchased equals all **prepaid** nonrefundable **payments or deposits** applicable to the **covered trip** at the time of purchase and the costs of any subsequent arrangements added to the same **covered trip** are insured within seven (7) days of **initial trip payment**;
- c. All **insureds** are medically able to travel when this **policy** cost is paid;
- d. The **trip cost** does not exceed twenty thousand dollars (\$20,000), per person; and
- e. This is the first and only booking for the **covered trip**.

This **policy** 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 **covered trip** arrangements are not insured.

## EVERSPAN INSURANCE COMPANY

### TRIP CANCELLATION

**We** will pay a benefit to reimburse **you**, up to the Maximum Limit shown in the ***schedule of benefits***, for ***cancellation penalties*** incurred by **you** or ***your traveling companion*** for a ***covered trip*** cancelled up to the date and time of ***your departure date*** due to any of the following ***unforeseen*** events:

#### Health and Family

- a. Any ***sickness, injury*** or death;
  1. Occurring to **you** or ***your traveling companion***. ***Sickness*** or ***injury*** must be so disabling as to cause a reasonable person to cancel their ***covered trip*** which results in medically imposed restrictions as certified by a ***physician*** at the time of ***loss*** preventing **your** continued use of the ***covered trip***; or
  2. Occurring to a ***family member*** not traveling with **you** that is considered life-threatening, as certified by a ***physician***, and they require **your** immediate care. Such ***sickness*** or ***injury*** must be so disabling as to reasonably cause a ***covered trip*** to be canceled and must be certified by a ***physician***.

#### Transportation and Accommodation

- a. **You** and/or ***your traveling companion*** are directly involved in a traffic ***accident***, while en route to ***your destination***. Traffic ***accident*** must be substantiated by a police report;
- b. Mechanical or equipment failure of a ***common carrier*** that occurs on or within one (1) day of a ***covered trip departure date*** and causes complete cessation of **your** travel for at least forty-eight (48) consecutive hours; or
- c. ***Strike***, resulting in the complete cessation of travel services for at least forty-eight (48) consecutive hours. A ***strike*** is foreseeable on the date labor union members vote to approve a ***strike***. Coverage is only valid if **your** Trip Cancellation coverage is effective prior to when the ***strike*** is foreseeable.

#### Weather

- a. ***Severe weather*** at the departure site which causes complete cessation of services of ***your common carrier*** for at least forty-eight (48) consecutive hours and prevents **you** from reaching ***your destination***;
- b. **Your** or ***your traveling companion's destination*** being made ***uninhabitable*** or ***inaccessible*** by ***natural disaster***, that is due to natural causes, vandalism, or burglary. Benefits are not payable if a hurricane or tropical storm is named on or before the ***effective date*** of **your** Trip Cancellation Coverage. Benefits are not payable if the ***natural disaster*** is foreseeable prior to ***your effective date***. A hurricane or tropical storm is foreseeable on the date it becomes a named storm;
- c. **Your** or ***your traveling companion's primary residence*** being made ***uninhabitable*** or ***inaccessible*** by ***natural disaster***, that is due to natural causes, vandalism, or burglary. Coverage for a hurricane applies only if **your policy** was purchased prior to the storm being upgraded to a hurricane; or
- d. Mandatory evacuation ordered by local authorities at ***your destination*** due to ***natural disaster*** for at least twenty-four (24) consecutive hours preventing **you** from staying at ***your destination***.

#### Personal Safety and Security

- a. A politically motivated ***terrorist incident*** occurs within a fifty (50) mile radius of the territorial city limits of the city to be visited as shown in **your** itinerary and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary within thirty (30) days of ***your departure date***;

- b. **You** and/or **your traveling companion** being hijacked, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided **you** or **your traveling companion** are not a party to the legal action or appearing as a law enforcement officer, within ten (10) days of **your departure date**;
- c. **You** and/or **your traveling companion** are the victim of **felonious assault** within ten (10) days of **your departure date**;
- d. Theft of passports, travel documents, or visas specifically required for **your covered trip** within fourteen (14) days of **your departure date**. The theft must be substantiated by a police report; or
- e. **You** and/or **your traveling companion** being **quarantined**.

#### **Work/Military**

- a. **You** or **your traveling companion** (or parent or legal guardian, if the **insured** is a **child**,) has an involuntary employer-initiated permanent transfer within the same organization of two hundred fifty (250) or more miles which requires **your primary residence** to be relocated, provided that **you** have been an active employee with the same employer for at least two (2) continuous years. Notification of the transfer must occur after **your effective date** and the transfer must occur within thirty (30) days of the **departure date**;
- b. **You** or **your traveling companion** (or a parent or legal guardian, if the **insured** is a **child**,) are involuntarily terminated or laid off through no fault of **your** own more than thirty (30) days after **your effective date**, provided that **you** have been an active employee with the same employer for at least two (2) continuous years. Termination must occur following **your effective date**. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons; or
- c. **You** or **your traveling companion** are called to **active military duty** to provide aid or relief in the event of a **natural disaster**, or military leave is revoked or reassigned within thirty (30) days of the **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 **your effective date**.

#### **Trip Cancellation Exclusions:**

In addition to the General Limitations and Exclusions, the following exclusions apply to the Trip Cancellation Benefit (unless Cancel for Any Reason was purchased). 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 (unless Cancel for Any Reason was purchased);
- c. Financial circumstances of **you**, a **family member**, or **your traveling companion**;
- d. Any business or contractual obligations of **you**, a **family member**, or **your traveling companion**, for any reason;
- e. Any government regulation or prohibition; or
- f. An event which occurs prior to **your policy effective date**.

## EVERSPAN INSURANCE COMPANY

### TRIP INTERRUPTION

**We** will pay a benefit to reimburse **you**, up to the Maximum Limit 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 ***your departure date*** due to any of the following ***unforeseen*** events:

#### Health and Family

- a. Any ***sickness, injury*** or death;
  1. Occurring to **you** or ***your traveling companion***. ***Sickness*** or ***injury*** must be 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 use of the ***covered trip***; or
  2. Occurring to a ***family member*** not traveling with **you** that is considered life-threatening, as certified by a ***physician***, and they require **your** immediate care. Such ***injury*** or ***sickness*** must be so disabling as to reasonably cause a ***covered trip*** to be interrupted and must be certified by a ***physician***.

#### Transportation and Accommodation

- a. **You** and/or ***your traveling companion*** are delayed due to a traffic ***accident***, that prevents **you** from arriving at ***your destination***. Traffic ***accident*** must be substantiated by a police report;
- b. ***Strike***, causing interruption or delay during ***your covered trip*** of **your** pre-arranged travel services for at least twenty-four (24) consecutive hours, resulting in the complete cessation of travel services of ***your common carrier*** for at least forty-eight (48) consecutive hours. A ***strike*** is foreseeable on the date labor union members vote to approve a ***strike***. Coverage is only valid if **your** Trip Interruption coverage is effective prior to when the ***strike*** is foreseeable; or
- c. Mechanical or equipment failure of a ***common carrier*** which results in an interruption or delay during ***your covered trip*** for at least forty-eight (48) consecutive hours.

#### Weather

- a. **Your** or ***your traveling companion's primary residence*** being made ***uninhabitable*** or ***inaccessible*** by ***natural disaster***, that is due to natural causes, vandalism, or burglary. Coverage for a hurricane applies only if **your policy** was purchased prior to the storm being upgraded to a hurricane; or
- b. ***Severe 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 during ***your covered trip***, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided **you** or ***your traveling companion*** are not a party to the legal action or appearing as a law enforcement officer;
- b. **You** and/or ***your traveling companion*** are the victim of ***felonious assault*** during ***your covered trip***;
- c. Theft of passports, travel documents, or visas specifically required for ***your covered trip*** within fourteen (14) days of ***your return date***. The theft must be substantiated by a police report;
- d. A politically motivated ***terrorist incident*** occurs during ***your covered trip*** and within a fifty (50) mile radius of the territorial city limits of the city **you** are in or 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; or
- e. **You** and/or ***your traveling companion*** being ***quarantined*** during ***your covered trip***.

### **Military**

- a. **You** or **your traveling companion** are called to **active military duty** during the **covered trip** to provide aid or relief in the event of a **natural disaster**, or military leave is revoked or reassigned during the **covered trip**, 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 **your 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 **covered trip costs** for **unused travel arrangements**;
- b. The average room rental rate at the **destination** resort, less any used portion, on a pro-rated basis; and
- c. **Additional transportation cost**.

### **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; or
- f. An event which occurs prior to **your policy effective date**.

For purposes of this coverage, the following definitions are added:

**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.

## EVERSPAN INSURANCE COMPANY

### SINGLE OCCUPANCY

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

## EVERSPAN INSURANCE COMPANY

### TRIP DELAY

**We** will pay a benefit to reimburse **you** per **insured**, up to the Maximum Limit shown in the **schedule of benefits**, if **your covered trip** is delayed at least six (6) consecutive hours from the scheduled departure time as shown on **your confirmation** and prevents **you** from reaching **your** intended **destination**.

The Trip Delay benefit will cover:

- a. **Reasonable additional expenses.**

Trip Delay must occur 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; or
- g. Hijacking.

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

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

## EVERSPAN INSURANCE COMPANY

### BAGGAGE INCLUDES COVERAGE FOR SPORTING EQUIPMENT

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

- a. The **actual cash value** as determined by **us**; or
- b. **Replacement cost**,  
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** or **sporting equipment** during **your covered trip**.

**We** will also pay for fees incurred to ship **your baggage** or **sporting equipment** to **your** location if the lost items are recovered.

Special Limitations:

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

- a. One hundred dollars (\$100) 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 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.

**Your** duties after a **loss**:

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

- a. Notify **us** or **our** designated representative 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.

#### 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** or **sporting equipment**;  
and

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

**Baggage Exclusions:**

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

- a. Loss of, or damage to, motor vehicles;
- b. Loss of, or damage to, bicycles (except when checked with a **common carrier**);
- c. Loss of, or damage to, artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
- d. Loss of, or damage to, money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above;
- e. Loss of, or damage to, property shipped as freight, or shipped prior to the **departure date**;
- f. Loss of, or damage to, contraband;
- g. Loss of, or damage to, items seized by any government official or customs official;
- h. Damage caused by any process of repair;
- i. **Loss** resulting from defective materials or craftsmanship;
- j. **Loss** caused by animals, rodents, insects or vermin;
- k. Damage caused by radioactive contamination;
- l. **Loss** resulting from mysterious disappearance;
- m. **Loss** resulting from normal wear and tear or deterioration;
- n. **Sporting equipment** damaged while being used; or
- o. A **covered trip** that is not at least overnight in length.

**EVERSPAN INSURANCE COMPANY**

**BAGGAGE DELAY  
INCLUDES COVERAGE FOR SPORTING EQUIPMENT**

**We** will pay a benefit to reimburse **you**, up to the Maximum Limit shown in the ***schedule of benefits***, for the purchase of ***personal effects*** and the rental or purchase of ***sporting equipment***, if ***your baggage*** or ***sporting equipment*** are 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 ***your baggage*** or ***sporting equipment*** are 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***.

**Baggage Delay Exclusions:**

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

- a. Bicycles (except when checked with a ***common carrier***);
- b. Property shipped as freight, or shipped prior to the ***departure date***; and
- c. Seizure or destruction under quarantine or custom regulation.

## EVERSPAN INSURANCE COMPANY

### TRAVEL MEDICAL EXPENSE

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

#### Travel Medical Covered Expenses:

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

- a. Services of a **physician** or nurse, and related tests or treatment;
- b. **Hospital** charges or ambulatory medical-surgical center services (this may also include expenses for a cruise ship cabin, **hotel** room, vacation rental home, or other accommodation, not already included in the cost of **your covered trip**, if recommended as a substitute for a **hospital** room for recovery from an **injury** or **sickness**);
- c. Prescription medication to treat the **injury** or **sickness**;
- d. Charges for anesthesia (including administration), x-ray examinations or treatments, and laboratory tests;
- e. Local ambulance services to and from a **hospital**;
- f. **Hospital** room and board subject to the daily limit shown in the **schedule of benefits**;
- g. Artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices; and
- h. The cost of emergency dental treatment for **accidental injury** to sound natural teeth that occurs during a **covered trip** limited to the Maximum Limit shown in the **schedule of benefits**.  
Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after **you** have reached **your return destination**, regardless of the reason. The treatment must be given by a **physician** or dentist.

**We** will not pay for any expenses incurred after the date indicated in the WHEN YOUR COVERAGE ENDS section as shown in the ELIGIBILITY AND PERIOD OF COVERAGE section of this **policy**, regardless of the reason.

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

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

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

- a. **You** do not complete the claims process as outlined in the CLAIMS PROCEDURES AND PAYMENT section of this **policy**; or
- b. It is determined that **your** Travel Medical Expense claim is not covered.

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

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

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

**Travel Medical Expense Exclusions:**

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

- a. Any service provided by **you**, a **family member**, or **your traveling companion**;
- b. Alcohol or substance abuse or treatment for the same;
- c. **Experimental or investigative** treatment or procedures;
- d. Expenses incurred by any **child** born during the **covered trip**;
- e. Medical expenses incurred while traveling for the purpose or intent of securing medical treatment or advice;
- f. Physical therapy or occupational therapy.

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

**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.

## EVERSPAN INSURANCE COMPANY

### EMERGENCY MEDICAL TRANSPORTATION

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

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

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

Covered Expenses include:

- a. Expenses incurred by **you** for ***physician***-ordered ***emergency medical evacuation***, including ***medical transportation*** and necessary medical care en route, to the nearest suitable ***hospital***, when **you** are critically ill or ***injured*** and no suitable local care is available, subject to prior approval by **us** or **our** designated representative;
- b. ***Reasonable and customary charges*** incurred for an ***escort's*** or contracted ***attendant's*** services, and the ***escort's*** or ***attendant's transportation*** and accommodations, if an attending ***physician*** recommends that an ***escort*** or ***attendant*** accompany **you**. This benefit is inclusive of the Maximum Limit shown in the ***schedule of benefits*** for Emergency Medical Transportation coverage;
- c. Expenses incurred for non-emergency repatriation, including ***medical transportation*** and medical care en route, to a ***hospital*** or to the city of ***your primary residence*** in the United States of America, when deemed ***medically appropriate*** by the attending ***physician***, subject to prior approval by **us** or **our** designated representative. In lieu of returning to the city of ***your primary residence***, **you** may opt to be returned to a different city in the United States if proper care for ***your*** condition is not available;
- d. Expenses for ***transportation*** (not to exceed the cost of one round-trip economy-class air fare, to the place of hospitalization), and expenses for reasonable ***hotel*** accommodations, meals, telephone calls and local ***transportation*** for one (1) person chosen by **you**, up to the Maximum Limit shown in the ***schedule of benefits***, provided that **you** are traveling alone and are hospitalized for more than seven (7) days; and
- e. Expenses for ***transportation***, not to exceed the cost of one-way economy-class air fare, to ***your primary residence*** in the United States of America, including ***escort*** expenses, if **you** are seventeen (17) years of age or younger and left unattended due to the death or hospitalization of an accompanying adult(s), subject to prior approval by **us** or **our** designated representative.

**Special Limitation:** In the event **we** or **our** designated representative could not be contacted to arrange for covered expenses, benefits are limited to the amount **we** would have paid had **we** or **our** designated representative been contacted.

#### Repatriation of Remains Coverage

**We** will pay a benefit to reimburse **you** for repatriation of remains covered expenses up to the Emergency Medical Transportation Maximum Limit shown in the ***schedule of benefits*** to return ***your*** remains if **you** die while on the ***covered trip***.

Repatriation of remains covered expenses are limited to the **reasonable and customary charges** for the expenses listed below. **We** or **our** designated representative must make all arrangements and authorize all expenses in advance.

Repatriation of remains covered expenses include the **reasonable and customary charges** for:

- a. Embalming or cremation; and
- b. Associated temporary storage costs for up to fifteen (15) days, or until local authorities will permit further **transportation** of the body, whichever is later; and
- c. The most economical coffins or receptacles adequate for **transportation** of the remains; and
- d. **Transportation** of the remains, by the most direct and economical conveyance and route possible, to:
  1. The nearest location where the body can be embalmed or cremated, if not locally available; and
  2. The receiving funeral home or morgue, the **return destination**, or a different place of burial within **your** country of residence; and
- e. The cost for creation and transmission of necessary documentation to transport the body, such as a death certificate, autopsy or police report, up to five (5) copies per document.

#### **Special Limitation:**

In the event **we** or **our** designated representative could not be contacted to arrange for repatriation of remains covered expenses, benefits are limited to the amount **we** would have paid had **we** or **our** designated been contacted.

#### **Advance Payment**

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

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

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

#### **Emergency Medical Transportation and Repatriation of Remains Exclusions:**

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

- a. **Medical transportation** taken against the advice of the attending **physician**;
- b. Expenses incurred by any **child** born during the **covered trip**; or
- c. A **covered trip** that is not at least overnight in length.

For purposes of this coverage, the following definitions are added:

**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.

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

***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.

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

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

## EVERSPAN INSURANCE COMPANY

### CANCEL FOR ANY REASON

Coverage is provided for this benefit if ***your policy*** is purchased within fifteen (15) days of the date of the ***initial trip payment*** and ***you*** insure the cost of any subsequent ***travel arrangements*** added to the same ***covered trip*** within fifteen (15) days of the date of ***payments or deposits*** for any subsequent ***travel arrangements***.

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

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

***You*** must cover the entire cost of all ***prepaid***, non-refundable ***travel arrangements*** for ***your covered trip*** to be eligible for this benefit, and this must be the first and only booking for this ***covered trip***.

## EVERSPAN INSURANCE COMPANY

### RENTAL VEHICLE DAMAGE

**We** will pay a benefit to reimburse **you**, up to the Maximum Limit shown in the ***schedule of benefits*** and subject to the ***deductible*** if ***your rented vehicle*** is damaged while on a ***covered trip*** and such damage is due to collision, vandalism, windstorm, fire, hail, flood, or any cause beyond ***your*** control while in ***your*** possession, or is stolen and not recovered. Payment will be made for the lesser of:

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

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

Coverage does not apply in countries or states where the sale of this insurance is prohibited by law.

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

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

#### ***Your*** duties after a ***loss***:

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

#### **Rental Vehicle Damage Coverage Proof of Loss**

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

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

#### **Rental Vehicle Damage Exclusions:**

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

- a. ***You*** or ***your traveling companion*** violating the ***rented vehicle agreement***;
- b. Rentals of heavy duty trucks, campers, trailers, ATVs or off road vehicles primarily used for off-road purposes, motor bikes, motorcycles, recreational vehicles, electric or gasoline-powered scooters, bicycles, mopeds, Segways, or other motorized two-wheeled conveyances, or ***exotic vehicles***;
- c. Golf carts;
- d. Failure to report the ***loss*** to the proper local authorities and the rental agency;

- e. Damage to any other vehicle, structure, or person as a result of a covered **loss** (i.e. liability coverage);
- f. The decreased value of the **rented vehicle** as a result of the **accident** and the subsequent repairs;
- g. Participation in contests of speed, motor sport or motor racing including training or practice for the same;
- h. Gross negligence, or willful and wanton conduct by **you** or **your traveling companion**;
- i. Driving under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication that recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
- j. A **rented vehicle** from any source other than a state or government appointed and licensed agency authorized to rent vehicles (where applicable);
- k. Vehicles that are rented for ride-sharing, commercial or livery purposes, including but not limited to limousines;
- l. Any **loss** as the result of physical damage or **loss** attributed to: mechanical failure or breakdown of the **rented vehicle**; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the **rented vehicle**; any dishonest act or conversion;
- m. Any obligation **you** or **your traveling companion** assume under any agreement except insurance collision **deductible**; or
- n. A **covered trip** that is not overnight in length.

For purposes of this coverage, the following definitions are added:

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

## EVERSPAN INSURANCE COMPANY

### ACCIDENTAL DEATH AND DISMEMBERMENT

**We** will pay **you** for this benefit for one (1) of the **losses** as shown in the Table of Losses below, if **you** are **injured** during the **covered trip**. The **loss** must occur within three hundred sixty-five (365) days of the date of the **accident** that caused the **injury**. The Principal Sum is shown on the **schedule of benefits**. **We** will pay the percentage shown below of the Maximum Limit shown in the **schedule of benefits**.

If more than one (1) **loss** is sustained as the result of an **accident**, only one (1) benefit, the largest, shall 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:

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

#### EXPOSURE

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

#### DISAPPEARANCE

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

#### Accidental Death and Dismemberment Exclusions:

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

- Death caused by or resulting directly or indirectly from **sickness** or disease of any kind;
- Stroke or cerebrovascular **accident** or event; cardiovascular **accident** or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm; or
- A **covered trip** that is not at least overnight in length.

EVERSPAN 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 face page of the **policy**:

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

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

FREE LOOK PERIOD

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

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

IV. **SECTION II. GENERAL PROVISIONS**, Subsection B., **Legal Action** provision is replaced by the following:

B. **Legal Action:** No legal action for a claim or in equity 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.

V. The following is added to **SECTION II. GENERAL PROVISIONS**, Subsection E., **Termination of this policy** provision:

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

VI. **SECTION II. GENERAL PROVISIONS**, Subsection G., **Concealment or Fraud** is replaced by the following:

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

VII. **SECTION II. GENERAL PROVISIONS**, Subsection K., **Arbitration** is replaced by the following:

- K. **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.
1. **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.
  2. **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.
  3. **Location:** Any arbitration hereunder shall take place in the state of residence, unless otherwise mutually agreed upon by the two sides.
  4. **Entry of Arbitration Award:** Judgment upon an arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.

VIII. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection A. 1., **Payment of Claims: When Paid** and Subsection A. 3., **Notice of Claim** provisions are replaced by the following:

- A. 1. **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**. If payment of such claim is conditioned on **your** performance of an act, **we** will pay the claim no later than the fifth (5<sup>th</sup>) **business day** after the date **you** perform such act.
- A. 3. **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) 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) days after **we** request additional time to investigate the claim.

IX. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection A. 5., **Proof of Loss** is replaced as follows:

- A. 5. **Proof of Loss:** The claim forms must be sent back to **us** or **our** designated representative within ninety-one (91) days from the date **we** request such proof of **loss**, 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 require **you** to provide **us** or **our** designated representative with the following:
- The benefit-specific documentation shown below; and
  - A **covered trip** invoice, itinerary or confirmation showing details of the **covered trip** (dates of travel, destination, etc.); and
  - Any other information reasonably required to prove the **loss**.

X. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection B. 1., **Notice of Loss** and Subsection B. 2., **Settlement of Loss** provisions are replaced by the following:

- B. 1. **Notice of Loss:** If **your** covered property is lost, stolen or damaged, **you** must:
- Notify **us** or **our** designated representative as soon as possible;
  - Take immediate steps to protect, save and/or recover the covered property;
  - 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
  - Notify the police or other authority in the case of robbery or theft as soon as reasonably possible.

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

- 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.)
- commence any investigation of the claim; and
- 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.

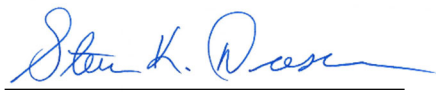
**We** will notify **you** in writing of the acceptance or rejection of a claim no later than fifteen (15) **business days** after **we** receive all proof of **loss** required by **us**. If **we** reject the claim, **we** will tell **you** the reasons for the rejection. If **we** are unable to accept 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) days after **we** request additional time to investigate the claim.

B. 2. **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. If payment of such claim is conditioned on **your** performance of an act, **we** will pay the claim no later than the 5<sup>th</sup> **business day** after the date **you** perform such act. 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.

**EVERSPAN INSURANCE COMPANY**

In Witness Whereof, Everspan Insurance Company has caused this policy to be signed by its president and secretary.



Steve Dresner  
President



Nicholas Scott  
General Counsel and Secretary



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