

**battleface**

**BATTLEFACE SCOUT**

**BISSCT1-01-MT**  
**Plan Administrator**  
**battleface**  
45 East Lincoln Street  
Columbus, OH 43215

This Insurance Policy describes travel insurance benefits underwritten by Spinnaker Insurance Company, under Policy Form series RIG1000-16 (11/2019) and RIG1000-15MT (11/2019). Insurance benefits vary by plan, please refer to the accompanying Confirmation of Coverage. You will find the specific information for the plan you purchased. Please contact the Plan Administrator immediately if you believe the Confirmation of Benefits contains incorrect information.

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

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

## SPINNAKER INSURANCE COMPANY

A Stock Company

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

Administrative Office: 1 Pluckemin Way, Bedminster, NJ 07921

### TRAVEL INSURANCE POLICY

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

#### OUR PROMISE TO YOU

##### FREE LOOK PERIOD

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

After this ten (10) day free look, the payment for this **policy** will be refunded on a pro-rata basis provided **you** have not filed a claim or started a **covered trip**.

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## SECTION I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Under the age of twenty-five (25) and primarily dependent on **you** for support and maintenance; or
- b. Who is less than age twenty-five (25) and who regularly attends an institution of higher learning/an accredited school or college; and who is primarily dependent on **you** for support and maintenance.

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

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

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

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

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

**Complications of pregnancy** do not include:

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

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

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

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

**Covered trip** means a **trip** for which **you** request insurance coverage and pay the required premium and includes: **prepaid** Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one (1) day of the Land/Sea Arrangements, **prepaid** course arrangements, and the date of travel shown on **your** membership confirmation letter for which **you** purchased this plan. Maximum **covered trip** duration is ninety (90) days.

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

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

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

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

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

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

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

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

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

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

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

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

**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).

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

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

- a. **Spouse**, civil union partner or **domestic partner**;
- b. **Child**;
- c. Siblings;
- d. Parents; and
- e. Legal guardian.

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

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

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

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

**Hazard** means:

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

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

**Hospital** means a facility that:

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

A **hospital** does not include:

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

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

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

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

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

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

**Inclement weather** means any **severe weather** condition other than a hurricane which delays the scheduled arrival or departure of a **common carrier** or prevents **you** from reaching **your destination** when traveling by an **owned or rented vehicle**.

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

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

**Inpatient** means a person:

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

**Insured** means a person:

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

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

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

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

**Natural disaster** means:

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

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

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

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

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

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

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

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

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

**Pet** means a domesticated dog or cat that is kept in the home for companionship and not for commercial purposes.

**Physician** means a licensed practitioner of medical, surgical, or dental services acting within the scope of his/her license. The treating **physician** cannot be **you**, **your traveling companion**, a **family member**, or a **business partner**.

**Policy** means this individual **policy** document, the schedule of benefits, and any endorsements, riders or amendments that will attach during the period of coverage.

**Pre-existing medical condition** means an **injury, sickness, death** or other condition of **you, your traveling companion, family member, host at destination, business partner, pet, or service animal**, to whom medical advice, diagnosis, care, or treatment was recommended by or received from a **physician** within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan.

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

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

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

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

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

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

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

**Reasonable additional expenses** means expenses for:

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

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

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

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

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

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

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

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

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

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

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

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

**Sportsman's equipment** means:

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

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

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

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

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

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

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

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

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

**Travel arrangements** means:

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

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

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

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

**Trip** means a period of travel at least one hundred (100) miles from **your primary residence** for a period that does not exceed ninety (90) days. **Your trip** must have a defined **departure date** and **return date**.

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

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

**Uninhabitable** means:

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

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

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

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

**Winter activities** means:

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

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

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

**Subrogation:** To the extent necessary for reimbursement of benefits paid to or on **your** behalf, **we** are entitled to subrogation against a judgment or recovery received by **you** from a third party found liable for a wrongful act or omission that caused the injury necessitating benefit payments. **Our** right of subrogation may not be enforced until **you** have been fully compensated for **your** injuries. **You** may request that **we** pay a proportionate share of the reasonable costs of the third-party action, including attorney fees. **We** may elect not to participate in the cost of the action. If such an election is made, **we** will waive fifty percent (50%) of any subrogation rights. If **you** intend to institute an action for damages against the third party found liable, **you** must give **us** reasonable notice of such intention.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Conformity with Montana Statutes:** The provisions of this *policy* conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which *you* reside on or after the effective date of this *policy*.

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

### SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

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

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

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

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

Subject to payment of any premium due:

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

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

#### Post-Departure Benefits

All other coverages will begin on the later of:

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

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

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

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

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

## WHEN YOUR COVERAGE ENDS

### Pre-Departure Benefits

Trip Cancellation coverages end on the earlier of:

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

### Post-Departure Benefits

Rental Vehicle Damage coverage will end the earlier of:

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

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

Rental property Damage coverage will end on the earlier of:

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

All other coverages end on the earliest of:

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

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

### Coverage Effective and Termination Dates:

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

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

- a. When **you** return the **rented vehicle** to the rental agency; or
- b. When the benefit is fully exhausted; or
- c. 11:59 P.M. local time on the eighth (8<sup>th</sup>) day of a **covered trip**; or
- d. 11:59 P.M. Standard Time on the last day of the coverage term.

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

- a. The date and time **you** arrive at the **return destination** (or the **destination** for one-way travel); or
- b. 11:59 P.M. local time on the eighth (8<sup>th</sup>) day of travel if any individual **covered trip** is greater than eight (8) days in length; or
- c. The date the last benefit is fully exhausted; or
- d. The end of the plan term.

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

## SECTION IV. COVERAGES

## TRIP CANCELLATION

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

### Health and Family

- a. Any **injury**, death, or any **unforeseen** serious medical condition or **sickness**;
  1. Occurring to **you** or **your traveling companion's host at destination** or a **family member** traveling with **you** that is so disabling as to cause a reasonable person to cancel their **covered trip** which results in medically imposed restrictions as certified by a **physician** at the time of **loss** preventing **your** continued use of the **covered trip**;
  2. Occurring to a **family member** not traveling with **you** that is considered life-threatening, as certified by a **physician** or they require **your** immediate care. Such disability must be so disabling as to reasonably cause a **covered trip** to be canceled and must be certified by a **physician**; or
- b. **You** are on a list as a donor or recipient for an organ transplant and, after the **effective date**, receives official notification that an organ match is available for immediate transplant. The transplant must be considered **medically necessary**, and a **physician** must confirm that the transplant and/or surgery is so disabling as to prevent travel.

### Transportation and Accommodation

- a. **You** or **your traveling companion** are directly involved in a traffic **accident**, while en route to **your destination**. Traffic **accident** must be substantiated by a police report;
- b. Mechanical/Equipment failure of a **common carrier** that occurs on a **covered trip** and causes complete cessation of **your** travel for at least forty-eight (48) hours;
- c. **Strike** causing cancellation or delay of **your** pre-arranged travel services for at least twenty-four (24) consecutive hours; that causes complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours;
- d. A road closure causing a delay in reaching **your destination** for at least twelve (12) hours; or
- e. Complete or partial closure of the air traffic control tower or the airport from which **you** are scheduled to depart. Closure must be caused by fire or a power outage and must result in a delay of **your covered trip** for at least forty-eight (48) consecutive hours. This does not apply to closures caused by a **natural disaster** or **inclement weather**.

### Weather

- a. Weather at the departure site which causes complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours and prevents **you** from reaching **your destination**;
- b. **You** or **your traveling companion's destination** being made **uninhabitable** or **inaccessible** by **natural disaster** that is due to natural causes; vandalism or burglary. Benefits are not payable if a hurricane is named on or before the **effective date** of **your** Trip Cancellation Coverage; Benefits are not payable if the **natural disaster** is foreseeable prior to **your effective date**. A **natural disaster** is foreseeable on the date the U.S. State Department issues a travel warning after **your effective date**, to a **destination** specifically listed on **your** itinerary within seven (7) days of **your** scheduled arrival;
- c. **You** or **your traveling companion's primary residence** being made **uninhabitable** by **natural disaster** that is due to natural causes; vandalism, or burglary. Coverage for a hurricane applies only if insurance was purchased prior to the storm being upgraded to a hurricane;
- d. Mandatory evacuation ordered by local authorities at **your destination** due to hurricane or other **natural disaster** for at least twenty-four (24) consecutive hours preventing **you** from staying at **your destination**;

- e. Named hurricane causing cancellation of travel to **your destination** because it has become **uninhabitable** for the greater of: (1) four (4) days or (2) fifty percent (50%) of **your covered trip** length. **We** will only pay benefits for **losses** occurring within fourteen (14) calendar days after the named hurricane makes **your destination** accommodations **uninhabitable**. **Your destination** accommodations are **uninhabitable** if:
- (i) the building structure itself is unstable and there is a risk of collapse in whole or in part;
  - (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
  - (iii) immediate safety **hazards** have yet to be cleared, such as debris on roofs or downed electrical lines; or
  - (iv) the rental property is without electricity or water.
- Benefits are not payable if a hurricane is named on or before the **effective date** of **your** Trip Cancellation coverage or less than fourteen (14) days after the **effective date** of **your** Trip Cancellation coverage.

### Legal

- a. **You** or **your traveling companion** legally adopt a **child** and the date of the placement or adoption falls during **your covered trip**; **you** or **your traveling companion** are traveling for the purpose of adopting a **child**, but the adoption is cancelled for reasons beyond **your** control. The adoption must be approved prior to the **effective date**.

### Personal Safety and Security

- a. A politically motivated **terrorist incident** occurs within a fifty (50) mile radius of the territorial **city** limits of the foreign **city** to be visited as shown in **your** itinerary and if the United States government issues a travel advisory indicating that Americans should not travel to a **city** named on the itinerary within thirty (30) days of **your** departure;
- b. **You** and/or **your traveling companion** being hijacked, **quarantined**, required to serve on a jury, subpoenaed, or required to appear as a witness in a legal action, provided **you** or **your traveling companion** are not a party to the legal action or appearing as a law enforcement officer; or the victim of **felonious assault** within ten (10) days of departure;
- c. **You**, **your traveling companion** or **family member** are kidnapped or disappear after the **effective date** of **your** Trip Cancellation coverage as substantiated by a police report;
- d. Theft of passports, travel documents, or visas specifically required for **your covered trip** within fourteen (14) days of the **scheduled departure date**. The theft must be substantiated by a police report; or
- e. Cancellation of a **covered trip** as a result of: riot or **civil disorder** for at least twenty-four (24) consecutive hours preventing **you** from reaching **your destination**.

### Work/Military/School

- a. **You** or **your traveling companion** or parent or legal guardian if the **insured** is a **child** are involuntarily terminated or laid off through no fault of **your** own more than thirty (30) days after **your effective date**, provided that **you** have been an active employee with the same employer for at least two (2) continuous years. Termination must occur following the **effective date**. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- b. **You** or **your traveling companion** are employed as a full time teacher or other full time employee, a student or parent of a student at a primary or secondary school and are required to complete an extended school year that falls on or beyond the **scheduled departure date**. School extensions due to extra-curricular or athletic events are not covered; or
- c. **You** or **your traveling companion** are called to **active military duty** to provide aid or relief in the event of a **natural disaster**, or military leave is revoked or reassigned within thirty (30) days of the **scheduled departure date**, except because of war, the War Powers Act, or disciplinary action. The military leave for the dates of travel must have been approved prior to the **effective date**.

**Trip Cancellation Exclusions:**

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

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

## TRIP INTERRUPTION

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

### Health and Family

- a. Any **injury**, death, or any **unforeseen** serious medical condition or **sickness**;
  - 1. Occurring to **you**, **your traveling companion**, or an immediate **family member** traveling with **you**, that is so disabling as to cause a reasonable person to interrupt their **covered trip** which results in medically imposed restrictions as certified by a **physician** at the time of **loss** preventing **your** continued participation in the **covered trip**; or
  - 2. Occurring to an immediate **family member** not traveling with **you** that is considered life-threatening, as certified by a **physician** or they require **your** immediate care. Such disability must be so disabling as to reasonably cause a **covered trip** to be interrupted and must be certified by a **physician**;
- b. **You** will be attending an immediate **family member's** childbirth. The pregnancy must occur after the **effective date** and must be verified by medical records; or
- c. **You** are on a list as a donor or recipient for an organ transplant and, after the **effective date**, receive official notification that an organ match is available for immediate transplant. The transplant must be considered **medically necessary**, and a **physician** must confirm that the transplant and/or surgery is so disabling as to prevent travel.

### Transportation and Accommodation

- a. **You** or **your traveling companion** are delayed due to a traffic **accident** while en route to **your destination**. The traffic **accident** must be substantiated by a police report;
- b. **Strike** causing cancellation or delay of **your** pre-arranged travel services for at least twenty-four (24) consecutive hours; that causes complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours;
- c. Mechanical/Equipment failure of a **common carrier** which results in a delay of **your covered trip** for at least forty-eight (48) consecutive hours;
- d. **Your owned or rented vehicle** is stolen during the **covered trip**. The theft must be reported to local authorities within forty-eight (48) hours; or
- e. Complete or partial closure of the air traffic control tower or the airport from which **you** are scheduled to depart. Closure must be caused by fire or a power outage, and must result in a delay of **your covered trip** for at least forty-eight (48) consecutive hours. This does not apply to closures caused by a **natural disaster** or **inclement weather**.

### Weather

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

## Personal Safety and Security

- a. **You** and/or **your traveling companion** being hijacked, **quarantined** in the location where **you** are intending to travel, required to serve on a jury, subpoenaed or required to appear as a witness in a legal action, provided **you** are or **your traveling companion** is not a party to the legal action, appearing as a law enforcement officer or the victim of **felonious assault** within ten (10) days of departure;
- b. **You** or **your traveling companion** are the victim of a **felonious assault** during the **covered trip**;
- c. Theft of passports, travel documents, or visas specifically required for **your covered trip** within fourteen (14) days of the **return date**. The theft must be substantiated by a police report;
- d. The U.S. Department of State issues a travel warning for travel to a **destination** specifically listed on **your** itinerary. The travel warning must be issued after **your effective date**;
- e. A politically motivated **terrorist incident** occurs within thirty (30) days of **your scheduled departure date** and within a fifty (50) mile radius of the territorial **city** limits of the foreign **city** to be visited as shown in **your** itinerary; or
- f. Interruption of a **common carrier** as a result of: riot or **civil disorder** at the departure site for at least twenty-four (24) consecutive hours preventing **you** from reaching **your destination**.

## Military

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

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

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

## Trip Interruption Exclusions:

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

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

### SINGLE OCCUPANCY

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

## TRIP DELAY

**We** will reimburse **you** for only one (1) delay per **insured**, per **covered trip**, up to the maximum amount shown in the schedule of benefits if **your covered trip** is delayed at least six (6) consecutive hours from the scheduled departure time that results in the **loss** of more than fifty percent (50%) of the **covered trip** length and prevents **you** from reaching **your** intended **destination**. The Trip Delay benefit will cover **reasonable additional expenses** or for **unused**, nonrefundable **travel arrangements, prepaid** to the **travel supplier** and/or the airfare paid, less the value of applied credit from an **unused** return travel ticket, to return to **your primary residence** or rejoin the original land/sea arrangements, as a result of a cancellation or delay to **your covered trip** for (1) one of the following **unforeseen** events:

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

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

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

## BAGGAGE AND PERSONAL EFFECTS

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

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

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

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

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

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

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

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

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

### Baggage and Personal Effects Exclusions:

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

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

**Baggage Proof of Loss**

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

- a. An **accident**, police, or incident report providing details of the incident;
- b. Receipts for all items being claimed;
- c. A copy of a repair invoice or estimate, if the claim is for damaged **baggage**;
- a. Documentation showing any received or expected settlements, refunds or credits for this **loss** from any other party.

## BAGGAGE DELAY

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

Incurred expenses must be accompanied by receipts.

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

### Baggage Delay Proof of Loss

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

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

## TRAVEL MEDICAL EXPENSE

**We** will pay a benefit to reimburse **you** for the reasonable charges as determined by **your physician**, up to the maximum limit shown in the schedule of benefits (and after satisfaction of the **deductible**) if **you** suffer an **injury** or **sickness** during the **covered trip** that requires treatment by a **physician**. The **injury** must occur or the **sickness** must first begin while on a **covered trip**. The initial documented treatment must be given by a **physician** during the **covered trip**.

### Travel Medical Covered Expenses:

**We** will pay a benefit to reimburse **you** the necessary expenses as determined by **your physician** incurred for:

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

Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after **you** have reached **your return destination**, regardless of the reason. The treatment must be given by a **physician** or dentist.

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

**Adventure Sports Coverage:** Benefits will be paid up to the limit shown in the schedule of benefits, if **you** suffer an **injury** while participating in **adventure activities**.

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

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

- a. **You** do not complete the claims process as outlined in the Payment of Claims section; or
- b. It is determined that **your** Travel Medical Expense claim is not covered.

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

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

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

**Travel Medical Expense Exclusions:**

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

- a. Any service provided by **you**, a **family member**, or **your traveling companion**;
- b. Alcohol or substance abuse or treatment for the same;
- c. Experimental or investigative treatment or procedures;
- d. Expenses incurred by any **child** born during the **covered trip**;
- e. Care or treatment which, as determined by **your physician**, is not necessary, except for related reconstructive surgery resulting from trauma, infection or disease;
- f. Mental health care; or
- g. Physical therapy or occupational therapy.

## EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

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

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

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

**We** will also pay a benefit for reasonable charges incurred for an **escort's** or contracted **attendant's** services, and the **escort's** or **attendant's** transportation and accommodations, if an attending **physician** recommends that an **escort** or **attendant** accompany **you**. This coverage is inclusive of the maximum limit of the Emergency Evacuation benefit.

### Transportation will be provided:

- a. From the place where **your injury or sickness** occurs to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and
- b. From a local medical facility to the nearest adequate licensed medical facility to obtain appropriate medical treatment if the onsite attending **physician** certifies that additional necessary treatment as determined by **your physician** is needed but not locally available, and **you** are medically able to travel; and
- c. To **your primary residence**, or an adequate licensed medical facility nearest **your primary residence**, to obtain further medical treatment or to recover after being treated at a local licensed medical facility, if the onsite attending **physician** determines that **you** are medically able to be transported and that the transportation is **medically appropriate**.

**Special Limitation:** In the event **we** or **our** authorized representative could not be contacted to arrange for Covered Emergency Evacuation Expenses, benefits are limited to the amount **we** would have paid had **we** or **our** authorized representative been contacted.

## REPATRIATION OF REMAINS COVERAGE

**We** will reimburse **you** for Repatriation **covered expenses** up to the maximum amount shown in the schedule of benefits to return **your** remains if **you** die while on the **covered trip**.

Repatriation Covered Expenses are limited to the reasonable charges for the expenses listed below. **We** or **our** authorized representative must make all arrangements and authorize all expenses in advance.

Repatriation **covered expenses** include the reasonable charges for:

- a. Embalming or cremation; and
- b. Associated temporary storage costs for up to fifteen (15) days, or until local authorities will permit further **transportation** of the body, whichever is later; and
- c. The most economical coffins or receptacles adequate for **transportation** of the remains; and

- d. **Transportation** of the remains, by the most direct and economical conveyance and route possible, to:
  - 1. The nearest location where the body can be embalmed or cremated, if not locally available; and
  - 2. The receiving funeral home or morgue, the **return destination**, or a different place of burial within **your** country of residence; and
- e. The cost for creation and transmission of necessary documentation to transport the body, such as a death certificate, autopsy or police report, up to five (5) copies per document.

**Special Limitation:**

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

**Advance Payment**

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

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

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

**Emergency Evacuation and Repatriation of Remains Exclusions:**

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

- a. **Transportation** taken against the advice of the attending **physician**;
- b. Intentionally self-inflicted **injury**, suicide, or attempted suicide by **you**;
- c. **You** or the **traveling companion** are traveling for the purpose of securing medical treatment;
- d. **Your** participation in **adventure activities**, **extreme activities**, **winter activities** or **dangerous activities**, except as a spectator.
- e. **Your mental, nervous or psychological disorder**;
- f. Expenses incurred by any **child** born during the **covered trip**; or
- g. **Pre-existing medical conditions**.

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

**Medically appropriate** means an adequate and acceptable course of treatment or **transportation** in the opinion of the on-site attending **physician**.

## CANCEL FOR ANY REASON

Coverage is provided for this benefit if purchased within fifteen (15) days of the date the **initial trip payment** is paid and insures the cost of any subsequent arrangement(s) added to the same **covered trip** within fifteen (15) days of the date of **payments or deposits** for any subsequent **covered trip** arrangement(s). **You** must cover the entire cost of **your covered trip** to be eligible for this benefit.

If **you** are prevented from taking the **covered trip** for any reason not otherwise covered by this **policy**, **we** will reimburse **you** or **your** designated representative for seventy-five percent (75%) of the **prepaid**, forfeited, non-refundable **payments or deposits** for the **covered trip** arrangement(s) up to the maximum amount 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 covered trip** arrangements that are subject to **cancellation penalties** and/or restrictions; and
- b. **You** or **your** designated representative cancels the **covered trip** no less than forty-eight (48) hours prior to the **scheduled departure date**.

**Single Occupancy:** **We** will pay **you**, up to the maximum shown on 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** travel arrangements if a person booked to share accommodations with **you** has his or her **covered trip** delayed, canceled, or interrupted for a covered reason and **you** do not cancel **your covered trip**.

## RENTAL VEHICLE DAMAGE

**We** will reimburse **you**, up to the maximum amount 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 or flood, or any cause beyond **your** control while in **your** possession, or is stolen. Payment will be made for the lesser of:

- b. The cost of repairs and rental charges imposed by the rental company while the **rented vehicle** is being repaired (i.e. "loss of use" charges);
- c. The **actual cash value** of the vehicle; or
- d. 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 rental agreement.

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** authorized 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.

### 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**, **your traveling companion**, and **family member**. This benefit will not cover any **loss** for, caused by, or resulting from:

- a. **You** or **your traveling companion** violating the rental agreement;
- b. Rentals of heavy-duty trucks, campers, trailers, off road vehicles primarily used for off-road purposes, motor bikes, motorcycles, recreational vehicles, or **exotic vehicles**;
- c. Failure to report the loss to the proper local authorities and/or the rental car company;
- d. Damage to any other vehicle, structure, or person as a result of a covered **loss** (i.e. liability coverage);
- e. The decreased value of the vehicle as a result of the **accident** and the subsequent repairs;
- f. Participation in contests of speed, motor sport or motor racing including training or practice for the same;
- g. Gross negligence, or willful and wanton conduct by **you**;
- h. Driving under the influence of alcohol;
- i. A rental from any source other than a state or government appointed and licensed agency authorized to rent vehicles (where applicable); or
- j. Any obligation **you** or **your traveling companion** assume under any agreement except insurance collision **deductible**.

**You** must:

- 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 company 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.

If **your loss** is greater than two thousand dollars (\$2,000) a **deductible** of two hundred fifty dollars (\$250) will apply.

#### 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.

#### Effective Date

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

#### Termination Date

Rental Vehicle Damage coverage will end the earlier of:

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

If **you** extend the rental agreement, **you** must also contact **us** or **our** authorized 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**.

For purposes of this coverage, the following definition is 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).

**Rented vehicle** means 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** also includes a standard motorized golf cart.

## ACCIDENTAL DEATH AND DISMEMBERMENT

**We** will pay **you** for this benefit for one (1) of the **losses** 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**. **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 one (1) **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

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

**Loss** with regard to:

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

### EXPOSURE

**We** will pay a benefit for covered **losses** as specified 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 for **loss** of life as shown above if **your** body cannot be located within one (1) year after a 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:

- a. Death caused by or resulting directly or indirectly from **sickness** or disease of any kind; or
- b. Stroke or cerebrovascular **accident** or event; cardiovascular **accident** or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- c. Intentionally self-inflicted **injury**, suicide, or attempted suicide by **you**;
- d. **You** or **your traveling companion** traveling for the purpose of securing medical treatment;
- e. **Your mental, nervous or psychological disorder**; or
- f. **Pre-existing medical conditions**.

## SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

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

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

**Payment of Claims: to Whom Paid:** Benefits for loss of life will be payable in accordance with the beneficiary designation effective at the time of payment. If no such designation is then effective, such indemnity will be payable to *your* estate. Any other accrued indemnities unpaid at *your* death may, at *our* option, be paid either to *your* beneficiary or to *your* estate. All other benefits will be payable to *you*.

**Notice of Claim:** *You* or someone acting on your behalf must contact *our* administrator listed on *your policy* or *our* authorized insurance producer, within six (6) months, or as soon as reasonably possible. *You* should be prepared to describe details regarding the *loss* and *your covered trip*. *Our* administrator or authorized insurance producer will provide a claim form to *you* for completion and signature.

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

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

- a. Intentionally self-inflicted **injury**, suicide, or attempted suicide of **you, or your family member, traveling companion or business partner** while sane or insane;
- b. War (whether declared or not) or act of war, participation in a **civil disorder**, riot, insurrection or unrest (unless specifically covered herein);
- c. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms. This exclusion applies only to Trip Cancellation Coverage, and Trip Interruption Coverage, and Emergency Medical/Dental Coverage;
- e. Being convicted of a crime while under the influence of drugs or narcotics, unless administered upon the advice of a **physician** as prescribed; or
- f. Intoxication above the legal limit at **your** location at the time of **loss**; or
- g. Conviction by a court of law of a criminal act by **you, your traveling companion, or your family member**, whether insured or not;
- h. The following activities are excluded unless the Adventure Sports Coverage has been elected and consideration of premium has been paid:
  1. Participation in professional athletic events; motor sport, or motor racing, including training or practice for the same; sky diving, parachuting, hang gliding, bungee cord jumping, heliskiing, spelunking; water skiing, snow skiing, jet skiing, snowboarding, skate boarding, BMX, white water rafting sports, hunting/shooting, parkour (does not apply if Adventure Sports Coverage is purchased);
  2. Mountain climbing over four thousand five hundred (4,500) meters that requires the use of equipment such as pick-axes; anchors; bolts; crampons; carabineers; and lead or top-rope anchoring or other specialized equipment; (does not apply if Adventure Sports Coverage is purchased);
  3. Operating or learning to operate any aircraft, as student, pilot, or crew;
  4. Air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
  5. Participation in underwater activities scuba diving (if depth exceeds one hundred twenty (120) feet or more); (does not apply if Adventure Sports Coverage is purchased);
- i. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- j. Any treatment or medication which, at the time of departure, is required to be continued during the **covered trip**;
- k. **Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- l. Traveling for the purpose of securing medical treatment;
- m. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material if caused by an act of terrorism, 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 necessary as determined by **your physician**, except for related reconstructive surgery resulting from trauma, infection or disease;
- q. Any **loss**, condition, or event that was known, foreseeable, intended, or expected when **your policy** was purchased;
- r. Any failure of a provider of travel related services (including any **travel supplier**) to provide the bargained-for travel services or to refund money due **you**;
- s. **Your** participation in **civil disorder**, riot or a felony;
- t. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
- u. **Pandemic** or **epidemic**;
- v. **Your** failure to derive pleasure in, or benefit from, or profit from **your covered trip**;
- w. Payments made for this **policy** and any other insurance;
- x. **Travel supplier** restrictions on any **baggage**, including medical supplies and equipment;
- y. If **your** tickets do not contain specific travel dates (open tickets);
- z. A diagnosed **sickness** from which no recovery is expected and which only palliative treatment is provided and which carries a prognosis of death within six (6) months of **your effective date**;
- aa. Any **loss** or expense incurred as the result of a **pre-existing medical condition**.

#### **PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

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

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

## SPINNAKER INSURANCE COMPANY

### MONTANA 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.

#### APPLICABLE TO ALL PLANS

I. **SECTION I. DEFINITIONS**, the definitions of *Complications of pregnancy* and *Normal pregnancy or childbirth* are deleted.

II. **SECTION I. DEFINITIONS**, the definition of *Pre-existing medical condition* is replaced by the following:

*Pre-existing medical condition* means an *injury, sickness*, death or other condition of *you, your traveling companion, family member, host at destination, business partner, pet, or service animal*, for which medical advice, diagnosis, care or treatment was recommended by or received from a *physician* within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan.

III. **SECTION II. GENERAL PROVISIONS**, the **Arbitration, Selection of Arbitrators, Payment of Arbitration Fees and Costs, Location, and Entry of Arbitration Award** provisions are deleted.

IV. **SECTION II. GENERAL PROVISIONS**, the **Controlling Law** provision is replaced with the following:

**Conformity with Montana Statutes:** The provisions of this *policy* conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which *you* reside on or after the *effective date* of this *policy*.

V. **SECTION V. CLAIM PROCEDURES AND PAYMENT**, the **Payment of Claims: When Paid** provision is replaced with the following:

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

*We* will pay or deny a claim within thirty (30) days after receipt of proof of loss unless *we* make a reasonable request for additional information or documents in order to evaluate the claim. If *we* make a reasonable request for additional information or documents, *we* shall pay or deny the claim within sixty (60) days of receiving the proof of loss unless *we* have notified *you, your* assignee, or the claimant of the reasons for failure to pay the claim in full or unless *we* have a reasonable belief that insurance fraud has been committed and *we* have reported the possible insurance fraud to the commissioner. This section does not eliminate *our* right to conduct a thorough investigation of all the facts necessary to determine payment of a claim.

VI. SECTION V. CLAIM PROCEDURES AND PAYMENT, the **Resolving Disputes** provision is deleted.

VII. SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS, exclusions a., e. and h. are replaced:

- a. Intentionally self-inflicted ***injury***, suicide, or attempted suicide of ***you***, or ***your family member, traveling companion*** or ***business partner*** while sane;
- e. Being convicted of a crime while under the influence of drugs or narcotics, unless administered upon the advice of a ***physician*** as prescribed; or
- h. The following activities are excluded (unless the Adventure Sports Coverage has been elected and consideration of premium has been paid):
  - 1. Participation as a professional in athletic events; motor sport, or motor racing, including training or practice for the same; sky diving, parachuting, hang gliding, bungee cord jumping, heliskiing, spelunking; water skiing, snow skiing, jet skiing, snowboarding, skate boarding, BMX, white water rafting sports, hunting/shooting, parkour (does not apply if Adventure Sports Coverage is purchased);
  - 2. Participation as a professional in mountain climbing over fifteen thousand (15,000) feet that requires the use of equipment such as pick-axes; anchors; bolts; crampons; carabineers; and lead or top-rope anchoring or other specialized equipment (does not apply if Adventure Sports Coverage is purchased);
  - 3. Operating or learning to operate any aircraft, as student, pilot, or crew;
  - 4. Air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
  - 5. Participation as a professional in underwater activities such as scuba diving (if depth exceeds forty (40) meters or one hundred thirty-one (131) feet or more) (does not apply if Adventure Sports Coverage is purchased);

VIII. SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS, exclusions f., g. and k. are deleted.

**APPLICABLE TO PLAN RIG1000-82 (08/2022) ONLY**

IX. SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS, exclusions a., d. and g. are replaced:

- a. Intentionally self-inflicted ***injury***, suicide, or attempted suicide of ***you***, or ***your family member, or traveling companion*** while sane;
- d. Being convicted of a crime while under the influence of drugs or narcotics, unless administered upon the advice of a ***physician*** as prescribed; or
- g. The following activities are excluded (unless the Adventure Sports Coverage has been elected and consideration of premium has been paid):
  - 1. Participation as a professional in athletic events; motor sport, or motor racing, including training or practice for the same; sky diving, parachuting, hang gliding, bungee cord jumping, heliskiing, spelunking; water skiing, snow skiing, jet skiing, snowboarding, skate boarding, BMX, white water rafting sports, hunting/shooting, parkour (does not apply if Adventure Sports Coverage is purchased);
  - 2. Participation as a professional in mountain climbing over fifteen thousand (15,000) feet that requires the use of equipment such as pick-axes; anchors; bolts; crampons; carabineers; and lead or top-rope anchoring or other specialized equipment (does not apply if Adventure Sports Coverage is purchased);
  - 3. Operating or learning to operate any aircraft, as student, pilot, or crew;

4. Air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
5. Participation as a professional in underwater activities such as scuba diving (if depth exceeds one hundred thirty-one (131) feet or more) (does not apply if Adventure Sports Coverage is purchased);

X. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusions e., f. and j. are deleted.

**APPLICABLE TO PLANS RIG1000-18 (11/2019) and RIG1000-20 (11/2019) ONLY**

XI. **SECTION V. CLAIM PROCEDURES AND PAYMENT**, the **Payment of Claims: When Paid** provision applicable to Accidental Rental Damage is replaced by the following:

**Payment of Claims: When Paid:** *We* will pay the ***property management company*** or deny a claim within thirty (30) days after *we* or *our* designated representative receive proof of loss unless *we* make a reasonable request for additional information or documents in order to evaluate the claim. If *we* make a reasonable request for additional information or documents, *we* shall pay or deny the claim within sixty (60) days of receiving the proof of loss unless *we* have notified *you, your* assignee, or the claimant of the reasons for failure to pay the claim in full or unless *we* have a reasonable belief that insurance fraud has been committed and *we* have reported the possible insurance fraud to the commissioner. This section does not eliminate *our* right to conduct a thorough investigation of all the facts necessary to determine payment of a claim.

All other provisions of the Policy apply.

## PRIMARY RESIDENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### TRAVEL INSURANCE POLICY

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

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

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

All other provisions of the Policy apply.

**SPINNAKER INSURANCE COMPANY**

**MONTANA**

**NOTICE SECTION OF IMPORTANT PROVISIONS**

This notice is required by Montana state law to advise ***you*** where important provisions are located within ***your policy***.

General Provisions .....Page 13  
Eligibility and Period of Coverage .....Page 15  
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**SPINNAKER INSURANCE COMPANY**

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



Torben Ostergaard  
President and Chief Executive Officer



Laura Hoensch  
General Counsel and Secretary

## Spinnaker Privacy Policy

**Last Updated: October 2023**

This privacy policy applies to Spinnaker Insurance Company, and its subsidiaries, Spinnaker Specialty Insurance Company and Mainsail Insurance Company (collectively, “**Spinnaker**,” “**we**,” “**our**” and “**us**”). This privacy policy applies to information collected offline and information obtained from third parties (collectively “**Services**”).

This privacy policy describes the information we collect about you, how we use this information and the choices you have regarding such use, and other important information regarding our privacy practices. If you have any questions or comments about this privacy policy or the ways in which Spinnaker uses the information we collect about you, please contact us using the information provided in the contact section below.

Please note the Spinnaker Consumer Privacy Notice applies to information that we collect about individuals who seek, apply for, or obtain our insurance products or services for personal, family or household purposes, whether that information comes through our Services or any other means. The information contained in this privacy policy is not intended to amend, replace, contradict, change, or otherwise affect the policies outlined in the Spinnaker Consumer Privacy Notice. Please read the Spinnaker Consumer Privacy Notice for information about your rights with respect to the information collected in connection with seeking, applying for, or obtaining insurance products or services from us. If you are a California consumer, you may find the California Financial Information Privacy Act Notice after our Consumer Privacy Notice.

Before engaging with us, submitting information to us, or buying or using our Services, please review this privacy policy carefully.

You may print or download a pdf version of this privacy policy.

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**1. We may collect your information when you use our Services, when you apply for products, or from third parties.**

We may collect information from you in various ways, including the following:

- We collect information you provide us when you use our Services;
- We collect information when you apply for or use our Services; and
- We collect information from third parties, such as our service providers, data providers, or partners.

**2. We may collect information you provide us when you use our Services.**

When you use our Services, we may collect the information you provide us, for example, when you:

- Ask a question;
- Email us or modify your account;
- Conduct transactions;
- Apply for Services;
- Begin or complete a form;
- Modify your coverage;
- Inquire about the status of a claim;
- Contact customer support; and
- Provide feedback or a complaint.

**3. We may collect your information when you apply for or use our Services.**

We may collect information when you apply for or use our Services, including:

- Name, email address, postal address, or residential property address;
- Driver's license number;
- Date of birth;
- Your signature, phone number, and family member information;
- Payment card information, financial account information, or insurance policy information;
- Age, gender, marital status, and veteran or military status;
- Payment history, claims history, property information and records;
- Records of Services requested or purchased;
- Lender information, and information necessary to determine discount qualification and eligibility; and
- Other information you provide to us.

Some forms on our Services may require that you provide certain information to submit the form. You may choose not to provide information in those cases, but this may prevent you from being able to use certain features of our Services.

#### **4. We may collect your personal information from third parties.**

We may collect personal information about you from third parties. In some instances, we may combine the personal information we collect about you from third parties with personal information we collect from you. We also may obtain personal information about you from consumer reporting agencies or insurance support organizations as well as from commercially available sources such as data aggregators and public databases. Depending on your relationship with us, this personal information we collect from third parties may include:

- Name, email address, postal address, or residential property address;
- Information about your property, including its condition; or
- Demographic information.

Additionally, if you purchase insurance through an insurance agent or agency, we may receive personal information from the agent or agency about you, including information listed in Section 3. We may also receive information about you from public databases or third parties from whom we have obtained data, among other sources. We may combine this information with other information we have about you.

#### **5. We may use your information to provide you with our Services.**

We may use your information in a variety of ways, including to:

- Complete an application on your behalf;
- Communicate insurance information to a lender or mortgagor designated by you;
- Service your policy;
- Intake and process claims;
- Respond to your requests, questions, or comments;
- Send billing notices to you and your lender, mortgagor, or lender service company;
- Communicate with you and others;
- Develop new Services;
- Improve our existing Services;
- Address problems and review the usage and operations of our Services or business;
- Improve our Services, content, products, and offerings;
- Protect the security and integrity of our Services and our business, including to detect fraud or illegal activities;
- Enforce our terms of use and other applicable policies;
- Conduct actuarial or research studies;
- Protect and defend our rights and property or the rights of third parties; and
- As otherwise described to you at the point of collection.

#### **6. We may retain your information for our business purposes.**

We may retain and use your information in accordance with our records retention schedule, as required or permitted by law, to comply with our legal obligations, to resolve disputes, and to enforce our agreements. We also retain your information as needed to provide Services to you and while you maintain an account with us.

#### **7. We may share your information to provide you with our Services.**

In addition to sharing your information as described at time of collection, we may share your information with the following persons or entities or in the following circumstances, among others:

- When we have your consent or at your direction;
- To perform or provide the Services you requested;
- With a parent, subsidiary, or affiliate entity within the Spinnaker corporate family, as permitted by law;
- With third parties that play a role in an insurance or other transaction such as insurance companies, payment vendors, inspection companies, loss control companies, claims adjusters and other claims-related companies, contractors, investigators, attorneys and other third parties who provide services relating to your claim or a service that we offer;
- With participating insurance support organizations (information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons), reinsurance companies, and regulators;
- With our authorized agents and brokers who sell or facilitate the sale of our Services;
- With our vendors, as needed to perform their functions for us;
- With third parties to provide you with a product or service, as permitted by law;
- With legal entities, if required by law, or a regulatory authority or at the request of governmental, law enforcement, or regulatory authorities;
- When we believe such sharing is necessary, such as to protect the rights, property, life, security, or safety of Spinnaker or others; and
- In the case of a corporate transaction, such as a merger, acquisition, or divestiture.

#### **8. You can manage your browser cookies.**

Most internet browsers allow you to block, manage, or delete cookies or local storage through the privacy features of your browser. Please refer to the help section of your browser or mobile device for additional information. Your browser may also offer add-ons, plugins, or extensions to manage local storage objects, scripts, or similar technologies mentioned in our privacy policy. Please note that if you block cookies or similar technologies, you may not be able to use the full functionality of our Services. For further information about cookies and similar technologies, including how to manage and delete cookies on your device, you can visit [All About Cookies](#).

#### **9. We do not respond to Do Not Track signals.**

Our Services do not currently respond to Do Not Track signals. To learn more about Do Not Track signals, you may visit [the Future of Privacy Forum's website](#) for additional information.

#### **10. We may provide links to other companies.**

Our Services, other materials, and products may contain references or links to third-party websites and services, including references and links to third parties that accept and process your payments to us. We are not responsible for any third party's data collection or privacy practices, and we have no control over what information third parties track or collect. Any access to and use of such linked websites is not governed by this privacy policy but instead is governed by the privacy policies of those third-party websites. We encourage you to review the privacy policies posted on those third-party websites for further information.

#### **11. We may record calls to our call centers and in-house agents.**

We may record or monitor our conversations with you if you call our customer service centers or if our customer service centers or agents call you. We may use these recordings for business records, training, quality assurance, fraud prevention, and other business purposes. We may use your voiceprint for verification or anti-fraud purposes when you call our call centers or in-house agents.

#### **12. We encourage caution in posting information publicly.**

Our Services may permit you to post or submit content publicly. If you choose to submit content containing personal information to any public area of our Services, your content will be accessible by anyone, including us. We encourage you to exercise caution when making decisions about what you disclose publicly.

### **13. We take measures to protect your personal information.**

We may take reasonable measures designed to secure your personal information. However, we cannot guarantee that your personal information will not be lost, accessed without authorization, disclosed, altered, or destroyed. Any information you provide to us is at your own risk.

### **14. Our Services are not intended for minors.**

Our Services are not intended for children under the age of 13. We do not knowingly collect any personal information from anyone under the age of 13. You must be 18 years of age or older to submit any information to us.

### **15. We provide you with additional disclosures relating to various state privacy laws.**

You may have additional privacy rights that we describe in further detail below.

Various state comprehensive privacy laws give individuals the right to know what personal information is collected about them, including whether it is being sold or disclosed to third parties. These state privacy laws also grant these individuals certain rights and prevent companies from retaliating against consumers for exercising those rights. This notice applies to all activities of Spinnaker, including those activities that occur online and offline.

The types of personal information we have collected or disclosed in the last twelve (12) months or beyond depend on your relationship with Spinnaker. If the nature of your relationship with Spinnaker changes, an additional data privacy notice may apply.

The personal information that Spinnaker collects about you may include the following categories of personal information:

1. Identifiers, such as real name, alias, postal address, unique personal identifier, online identifier, email address, account name, driver's license number, passport number, or other similar identifiers;
2. Personal information described in California Civil Code Section 1798.80(e), such as signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information;
3. Characteristics of protected classifications under California or federal law, such as race, gender, physical or mental disability, and religion;
4. Commercial information, such as records of personal property, Services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies;
5. Biometric information, such as your voiceprint when you call our call centers;
6. Internet or other electronic network activity information, such as browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement;
7. Geolocation data, such as information used to identify your physical location, including geolocation data collected in connection with your use of our Services;
8. Audio, electronic, visual, thermal, olfactory, or similar information;
9. Professional or employment-related information, such as information collected from job applications and resumes;
10. Education information, such as information collected from job applications, transcripts, or resumes;
11. Inferences, such as those drawn from any of the information Spinnaker collects to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes; and

12. Sensitive personal information, such as driver's license number, passport number, account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account, precise geolocation, racial or ethnic origin, religious beliefs, mental or physical health condition or diagnosis, sex life or sexual orientation, or citizenship or immigration status.

| Types of Personal Information  | Do we collect it? | Categories of Sources  | Purposes of Collection   | Do we disclose it to third parties? | Purposes of Disclosure  | Categories of Third Parties PI Disclosed To   | Do we sell it to third parties? | Purposes of Selling | Do we Share for Behavioral Advertising? | Retention  |
|--|-------------------|--|--|-------------------------------------|---|---|---------------------------------|---------------------|---|--|
| Identifiers  | Yes               | You, publicly available databases, government databases, data aggregators, affiliates, subsidiaries, agents or other producers, financial service providers, and other service providers | Respond to questions, requests, complaints, and emails; provide customer service; provide Services to you; set up, manage accounts; verify your identity; regulatory reporting; and update our records | Yes                                 | Customer service, account set up, management, or servicing, data verification services, regulatory reporting requirements | Service providers that provide us with customer service, account set up, management, or servicing or data verification services, regulatory authorities | No                              | Not applicable      | No                                      | Generally 1 years but also subject to data retention schedules |
| Personal information described in California Civil Code Section 1798.80(e)   | Yes               | You, publicly available databases, government databases, data aggregators, affiliates, subsidiaries, agents or other producers, financial service providers, and other service providers | Respond to questions, requests and emails; provide customer service; set up, manage accounts; verify your identity; regulatory reporting; and update our records                                       | Yes                                 | Customer service, account management, servicing or data verification services, regulatory reporting requirements          | Service providers that provide us with customer service, account management, or servicing or data verification services, regulatory authorities         | No                              | Not applicable      | No                                      | Generally 1 years but also subject to data retention schedules |
| Characteristics of protected classifications under California or federal law | Yes               | Directly from you or from service providers  | Provide Services to you  | Yes                                 | Provide Services to you and regulatory reporting requirements   | Entities that provide us with services to provide Services to you and regulatory authorities  | No                              | Not applicable      | No                                      | Generally 1 years but also subject to data retention schedules |
| Commercial information   | Yes               | You directly, from your use of our Services, or from credit or consumer reporting agencies   | Service your account   | Yes                                 | Policy administration and claims adjudication   | Entities that provide us with services to provide Services to you and regulatory authorities  | No                              | Not applicable      | No                                      | Generally 1 years but also subject to data retention schedules |
| Biometric information  | Yes               | You directly when you call our call centers  | Detecting security incidents; fraud detection; authentication; protecting against and prosecuting malicious, deceptive, or   | Yes                                 | To assist in authentication and to service your account   | Service providers that assist in authentication and   | No                              | Not applicable      | No                                      | Generally 1 years but also subject to data                     |

| Types of Personal Information   | Do we collect it? | Categories of Sources   | Purposes of Collection   | Do we disclose it to third parties? | Purposes of Disclosure  | Categories of Third Parties PI Disclosed To  | Do we sell it to third parties? | Purposes of Selling | Do we Share for Behavioral Advertising? | Retention  |
|---|-------------------|---|--|-------------------------------------|---|--|---------------------------------|---------------------|---|--|
|   |                   |   | illegal activity; verifying or maintaining the quality or safety of a service or device or improving a service or device |                                     |   | to service your account  |                                 |                     |   | retention schedules  |
| Internet or other electronic network activity information             | No                | Not applicable  | Not applicable   | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                          | Not applicable   |
| Geolocation data  | No                | Not applicable  | Not applicable   | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                          | Not applicable   |
| Audio, electronic, visual, thermal, olfactory, or similar information | Yes               | When you call our customer service call center  | Improve our Services, quality assurance, analytics, or for security purposes   | Yes                                 | Improve customer service, loss prevention, authentication or fraud investigations               | Entities that provide us with services to improve customer service; entities that provide us with loss prevention services; entities that provide authentication or fraud services | No                              | Not applicable      | No                                      | Generally 1 years but also subject to data retention schedules |
| Professional or employment-related information                        | No                | Not applicable  | Not applicable   | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                          | Not applicable   |
| Education information   | No                | Not applicable  | Not applicable   | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                          | Not applicable   |
| Inferences  | No                | Not applicable  | Not applicable   | Not applicable                      | Not applicable  | Not applicable   | Not applicable                  | Not applicable      | Not applicable                          | Not applicable   |
| Sensitive personal information  | Yes               | You, your use of our Services, affiliates, subsidiaries, agents or other producers, or financial or other service providers | Maintain or service accounts, provide customer service, process and provide Services, verify customer information,       | Yes                                 | Customer service, account management, financial services, quality and safety services, storage, | Entities that provide or assist us with customer service, account management, financial services,  | No                              | Not applicable      | No                                      | Generally 1 years but also subject to data                     |

| Types of Personal Information | Do we collect it? | Categories of Sources | Purposes of Collection                         | Do we disclose it to third parties? | Purposes of Disclosure   | Categories of Third Parties PI Disclosed To | Do we sell it to third parties? | Purposes of Selling | Do we Share for Behavioral Advertising? | Retention           |
|-------------------------------|-------------------|-----------------------|--|-------------------------------------|--------------------------|---|---------------------------------|---------------------|---|---------------------|
|                               |                   |                       | regulatory purposes, or other similar services |                                     | and regulatory reporting | storage, and regulatory authorities         |                                 |                     |   | retention schedules |

For all categories of personal information, we may collect data directly from you, from third parties, including those to whom you have previously provided data, and from our service providers.

We collect and use personal information for business or commercial purposes. For all categories of personal information, these purposes may include auditing; detecting security incidents; protecting against and prosecuting illegal activity (such as fraud); ensuring the physical safety of individuals; debugging, short-term transient use of personal information; performing services on behalf of Spinnaker, such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing storage, or providing similar services on behalf of Spinnaker; undertaking internal technological research; verifying or maintaining the quality or safety of a service or device; improving a service or device; and monitoring and improving our Services' functionality. We combine the data that we collect in order to provide these functions.

We also collect and use personal information to comply with our legal obligations, resolve disputes, enforce our agreements, and for everyday servicing purposes.

For all categories of personal information, we may disclose your personal information to third parties in the event Spinnaker is involved in a merger, acquisition, or sale or transfer of all or part of its assets. We may also disclose all categories of personal information with our affiliates and subsidiaries. Spinnaker may be required to disclose your personal information to law enforcement, regulatory agencies, or litigants based on enforceable requests for this information. We may also need to disclose information based on fraud protection, credit risk reduction, or other legal purposes.

Please note that for all categories of personal information, we may also disclose your personal information to our service providers, partners, or collaborators we work with in the course of our business, agents or other insurance producers, any entity you instruct us to disclose your personal information to, and others.

Spinnaker retains personal information in accordance with our legal obligations, to defend against claims, or in compliance with our data retention policies and procedures. Also, we may retain your personal information in our backup or archived systems until the retention period of those systems expires.

#### **16. You may have additional rights under various state privacy laws.**

You may have the following rights with respect to your personal information:

- The right to a notice about our collection, use, disclosure, sale, or sharing of personal information about you. This statement is intended to satisfy this right.
- The right to request access to the personal information, including the specific pieces of personal information that Spinnaker has about you and personal information about any automated-decision making concerning you made by Spinnaker.
- The right to request that Spinnaker correct or amend your personal information.
- The right to request that we delete the personal information we have about you. We may not be required to delete personal information under particular circumstances.
- The right to opt out of the sale your personal information. You may have the right to opt out of cross-context behavioral advertisements.
- The right to ask us to limit our use of your sensitive personal information.
- The right to obtain a copy of your personal information in an easily understandable and portable format that you may also request be transmitted to another entity.
- The right to appeal Spinnaker's denial of your request to exercise a right herein.
- The right to opt out with respect to Spinnaker's use of automated decision-making technology, including profiling.
- The right to be free from retaliation for exercising these rights. We may, however, offer you incentives in return for your data. When you exercise your rights, you may lose access to these incentives, which can include discounts, coupons, or additional services.

- The right to use an authorized agent to submit a request on your behalf.
- The right to request a statement be placed in your file for others accessing your file if you disagree with Spinnaker's refusal to correct, amend, or delete your personal information with a concise statement of what you think is correct, relevant, or fair information and the reasons you disagree with Spinnaker's refusal to correct, amend, or delete recorded personal information.

You may call us at 1-888-221-7742 or visit our [portal](#) to exercise your rights.

Your authorized agent may call us at 1-888-221-7742 to make a request on your behalf. You will be asked to confirm your identity with at least two identification factors, such as a verified email and phone number. If we cannot verify your identity, we will let you know and may deny the request. We must also receive a properly executed authorization form that adequately describes you, your designated agent, and the purpose of the designation. We may deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf. We may also require that you directly confirm with us that you provided the authorized agent permission to submit the request. The authorized agent must be a natural person or a business entity that is registered with the appropriate state regulatory agency to conduct business in the state they operate and must comply with the requirements of applicable laws.

#### **17. Victims of domestic violence may have confidentiality rights.**

New York State Insurance Law § 2612 prohibits insurers from discriminating against victims of domestic violence. This law also provides that if any person covered by an insurance policy delivers to the insurer a valid order of protection against the policyholder or other person covered by the policy, then the insurer is prohibited for the duration of the order from disclosing to the policyholder or other person the address and telephone number of the insured, or of any person or entity providing covered services to the insured. If a child is a covered person, then the right established by this section may be asserted by the child's parent or guardian.

#### **Making a request:**

To initiate a confidentiality request as it pertains to an order of protection, please submit a valid order of protection to the below listed address. You may use this [confidential communication request form](#), if you'd like:

Spinnaker Insurance Company  
1 Pluckemin Way, Suite 102  
Bedminster, NJ 07921  
Toll Free Line: 1-(888) 221-7742

If the protected individual is a child, the parent or guardian may make the above request.

#### **Revoking a request:**

To revoke a confidentiality request, please contact our customer service at 1-(888) 221-7742.

#### **18. We are based in the United States.**

If you are visiting our Services from outside the United States, please be aware that we are based in the United States and the information we collect will be transferred to, processed, and stored on our servers in the United States in accordance with this privacy policy and applicable laws. The data protection laws and regulations applicable to your information transferred to the United States may be different from the laws in your country of residence.

#### **19. We may change this privacy policy.**

We may change this privacy policy from time to time. If we make material changes to this privacy policy, we will post the changes on our Services (or our Services that replace them) and provide you notice prior to the changes becoming effective either through the relevant Services or by some other means, such as email or through your account. Your continued use of our Services after such notice constitutes your consent to the changes. We encourage you to periodically review our privacy policy for the latest information on our privacy practices.

**20. Spinnaker provides you with a Consumer Privacy Notice.**

If you are a Spinnaker customer, then Spinnaker provides you with the Spinnaker Consumer Privacy Notice below.

**21. Spinnaker provides you with a California Financial Information Privacy Act Notice.**

If you are a Spinnaker customer in California, then Spinnaker provides you with the Spinnaker California Financial Information Privacy Act Notice below.

**22. You may contact us.**

If you have any questions about this privacy policy or our other information practices, please contact us at [contact@Spinnaker.com](mailto:contact@Spinnaker.com); 1-888-221-7742; or Spinnaker Insurance Company, 1 Pluckemin Way, Suite 102, Bedminster, NJ 07921.

## FACTS

## WHAT SPINNAKER DOES WITH YOUR PERSONAL INFORMATION?

|              |  |
|--------------|--|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.   |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Name and date of birth</li> <li>▪ Property information and property records</li> <li>▪ Checking account information and credit-based insurance scores</li> </ul> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Spinnaker chooses to share; and whether you can limit this sharing.   |

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

|  |  |
|--|--|
| <b>Questions?</b>  | Call toll-free 1-800-747-3214.   |
| <b>Who we are</b>  |  |
| <b>Who is providing this notice?</b>                       | Spinnaker Insurance Company and its insurance company subsidiaries   |
| <b>What we do</b>  |  |
| <b>How does Spinnaker protect my personal information?</b> | To protect your personal information from unauthorized access and use, we maintain physical, electronic, and procedural safeguards that comply with federal law. These measures include computer safeguards and secured files and buildings. |

|   |   |
|---|---|
| <b>How does Spinnaker collect my personal information?</b>                                | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>▪ apply for insurance or pay insurance premiums</li> <li>▪ provide account information or give us your contact information</li> <li>▪ file an insurance claim</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can't I limit all sharing?</b>   | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| <b>What happens when I limit sharing for an account I hold jointly with someone else?</b> | Your choices will apply to everyone on your account.  |

## Definitions

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

## Other Important Information

We will also comply with more restrictive state laws to the extent they apply.

**California Residents:** We will not share your information with nonaffiliated third parties for their marketing purposes except with your express consent. California residents will also be provided an "Important Privacy Choices" notice explaining their rights under the California Financial Information Privacy Act.

**Nevada Residents:** Nevada law allows us to make marketing calls to our existing customers listed on the National Do Not Call Registry. This notice is provided to you pursuant to state law. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by calling 1-888-221-7742. If you would like more information about our practices, you may call 1-888-221-7742. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov).

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

**AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, or VA Residents.** The term "Information" means information we collect in connection with insurance transactions. You have the right to request access to, correction, amendment, and deletion

of personal information that we have about you. Please contact us at [compliance@spinnakerins.com](mailto:compliance@spinnakerins.com) or Spinnaker Insurance Company, 1 Pluckemin Way, Suite 102, Bedminster, NJ 07921 with a notarized letter and include your name, address, and your policy, contract, or account number, and describe the information you wish to access, delete, or correct. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law, such as for purpose of conducting actuarial or research studies that comply with applicable law. We may share your Information with insurance regulatory authorities, law enforcement, consumer reporting agencies, auditors, and as permitted or required by law. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.



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