

**battle face**

**BUSINESS TRAVEL INSURANCE  
POLICY**

**SPINNAKER INSURANCE COMPANY**

**ARKANSAS**

**IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

Inquiries or complaints regarding this Policy may be submitted to the Arkansas Insurance Department in writing or by phone. Contact information is:

Arkansas Insurance Department Consumer Services Division 1200 W. 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904 Telephone: 800-852-5494 or 501-371-2640

**SPINNAKER INSURANCE COMPANY**

**MISSISSIPPI  
ARBITRATION DISCLOSURE**

- A. THE POLICY CONTAINS A BINDING ARBITRATION AGREEMENT.**
- B. THE ARBITRATION PROVISION REQUIRES ALL DISPUTES RELATED TO THE POLICY TO BE RESOLVED BY ARBITRATION AND NOT IN A COURT OF LAW.**
- C. THE RESULTS OF ANY ARBITRATION PROCEEDING ARE GENERALLY FINAL AND BINDING ON THE INSURED AND THE COMPANY.**
- D. IN AN ARBITRATION, ONE OR MORE ARBITRATORS, WHO ARE INDEPENDENT, NEUTRAL DECISION MAKERS, RENDER A DECISION AFTER HEARING THE POSITIONS OF THE PARTIES.**
- E. WHEN THE INSURED ACCEPTS A POLICY CONTAINING A BINDING ARBITRATION PROVISION, THE INSURED AGREES TO RESOLVE ANY DISPUTE RELATED TO THE POLICY BY BINDING ARBITRATION INSTEAD OF A TRIAL IN COURT, INCLUDING A TRIAL BY JURY.**
- F. BINDING ARBITRATION GENERALLY TAKES THE PLACE OF RESOLVING DISPUTES BY A JUDGE AND JURY.**
- G. AN INSURED WHO NEEDS ADDITIONAL INFORMATION REGARDING THE BINDING ARBITRATION PROVISION IN THE POLICY MAY CONTACT OUR TOLL FREE ASSISTANCE LINE AT (xxx.xxx.xxxx).**
- H. THE INSURED WILL HAVE FIVE (5) DAYS FROM AND AFTER DELIVERY OF THE POLICY TO THE INSURED TO REJECT THE POLICY IF HE/SHE DOES NOT WANT TO ACCEPT THE REQUIREMENTS FOR ARBITRATION.**

**IMPORTANT NOTICE - TEXAS**

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

**SPINNAKER INSURANCE COMPANY**

**IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

**Spinnaker Insurance Company  
c/o battleface  
45 East Lincoln Street  
Columbus, OH 43215**

**+1 (855) 998-2928**

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

**P.O. Box 1157  
Richmond VA 23218  
[www.scc.virginia.gov/boi](http://www.scc.virginia.gov/boi)  
877-310-6560 or 804-371-9185  
Fax Number: 804-371-9349**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

**SPINNAKER INSURANCE COMPANY**

**WISCONSIN  
NOTICE CONCERNING INSURANCE COMPLAINTS**

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.

**Spinnaker Insurance Company  
c/o battleface  
45 East Lincoln Street  
Columbus, OH 43215**

**+1 (855) 998-2928**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER** by contacting:

**State of Wisconsin  
Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
Web Site: [oci.wi.gov](http://oci.wi.gov)**

or you can call 1-800-236-8517 outside of Madison, or (608) 266-0103 in Madison, and request a complaint form

**FAX: (608) 264-8115**

**E-mail: [complaints@oci.state.wi.us](mailto:complaints@oci.state.wi.us)**

**Please include your policy number in any communication with the above addresses.**

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

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

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

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

**SPINNAKER INSURANCE COMPANY**

A Stock Company

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

Administrative Office: 1 Pluckemin Way, Bedminster, NJ 07921

**TRAVEL INSURANCE POLICY**

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

OUR PROMISE TO YOU  
FREE LOOK PERIOD

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

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## SECTION I. DEFINITIONS

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

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

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

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

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

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

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

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

- a. Traveling documents;
  - 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 pre-paid payments or deposits paid by **you** for the same **covered trip**, after application for coverage under this plan; however, **you** must notify **us** of these payments and pay the additional cost fifteen (15) days of **initial trip payment**.

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

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

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

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

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

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

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

- a. Acute nephritis;
- b. Nephrosis;

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

**Complications of pregnancy** do not include:

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

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

**Covered trip** means a **trip** for which **you** request insurance coverage and pay the required premium and includes **prepaid** Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one (1) day of the Land/Sea Arrangements. Maximum **covered trip** duration is (90) days. **Covered trip** means a period of round-**trip** travel to a **destination** that is at least one hundred (100) miles from **your primary residence**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**domestic partner.**

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

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

**Home country** means **your** country of residence.

**Hospital** means a facility that:

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

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

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

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

**Insured** means a person:

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

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

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

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

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

**Natural disaster** means:

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

**Nearest place of safety** means a location determined by an 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 365 consecutive days or more or owned by **you**. A **rented vehicle** is a vehicle rented or leased by **you** for 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, dental, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating **physician** cannot be **you, your traveling companion, a family member, or a business partner**.

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

**Pre-existing medical condition** means an **injury, sickness, death or other condition of you, your traveling companion, family member, host at destination, business partner, pet, or service animal**, to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan:

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

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

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

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

**Primary** 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.

**Reasonable additional expenses** means expenses for:

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

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

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

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

**Rental property** means a **hotel** room, vacation home, or other rented property **you** booked to occupy during the **stay**.

**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 364 days.

**Reservation** means a confirmed **stay** at a **hotel** or resort with a confirmed arrival date and a confirmed **departure date** made through the **travel supplier**.

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

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

**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**.

**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**.

**Stay** means the duration of time from the date **you** check in at the **rental property** to the date **you** check out of the **rental property**.

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

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

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

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

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

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

**Travel arrangements** means:

- a. **Transportation**;
- b. Accommodations; and

- c. Other specified services arranged by the **travel supplier** or **you** or others for **your covered trip**.

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

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

**Trip** means a period of travel 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 twenty-four (24) hours or more; or
- e. Local government authorities have issued a mandatory evacuation.

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

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

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

**Winter activities** means:

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

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

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

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

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

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

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

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

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

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

**Policy Changes:** *You* or the *policy* purchaser may request changes to the *policy* by notifying *us*. All other changes to

**your policy** must be requested prior to **your** original **departure date**. If the change results in an increase in premium, **you** must pay the amount due. If the requested change results in a premium decrease, we will be refunded 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 or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this **policy**, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

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

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

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

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

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

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

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

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

## SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

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

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

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

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

Subject to payment of any premium due:

For Trip 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.

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**.

All other coverages end on the earlier of:

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

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

SECTION IV. COVERAGES



## TRIP 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 **sickness**;
  1. Occurring to **you**, **your traveling companion** or a **family member** 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**;
- b. **You** or **your traveling companion** have **complications of pregnancy**. The onset of these conditions must occur after **your effective date of coverage** and must be verified by medical records;
- c. **You** or **your traveling companion** will be attending a **family member's** childbirth. The pregnancy must occur after the **effective date** and must be verified by medical records;
- d. **You** are on a list as a donor or recipient for an organ transplant and, after the **effective date**, receives official notification that an organ match is available for immediate transplant. The transplant must be considered **medically necessary**, and a **physician** must confirm that the transplant and/or surgery is so disabling as to prevent travel;

### Transportation and Accommodation

- a. **You** and/or **your traveling companion** are directly involved in a traffic accident, while en route to **your destination**. Traffic accident must be substantiated by a police report;
- b. Mechanical/Equipment failure of a **common carrier** that occurs on or within one (1) days of a **covered trip scheduled departure date** and causes complete cessation of **your** travel for at least forty-eight (48) consecutive hours;
- c. Government mandated shutdown resulting in the complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours;
- d. **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;
- 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. **Inclement weather**, if all of the following conditions are met:
  1. Causes delay or cancellation of travel at the departure site for at least forty-eight (48) consecutive hours;
  2. Prevents you from reaching your destination;
  3. Causes closure of public roadways by government authorities on your covered trip route, if your covered trip is primarily partially via an owned or rented vehicle;
- c. **Your** or **your traveling companion's primary residence** being made **uninhabitable** or inaccessible by **natural disaster**, that is due to natural causes; vandalism, or burglary. Coverage for a hurricane applies only if 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**; or
- 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:
  1. the building structure itself is unstable and there is a risk of collapse in whole or in part;
  2. there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
  3. immediate safety **hazards** have yet to be cleared, such as debris on roofs or downed electrical lines; or
  4. 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**;

### Personal Safety and Security

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

### Work/Military/School

- a. **You** or **your traveling companion** have an involuntary employer-initiated transfer within the same organization of two hundred fifty (250) or more miles which requires **your primary residence** to be relocated. Provided that **you** have been an active employee with the same employer for at least two (2) continuous years. Notification of the transfer must occur after the **effective date**;
- b. **You** or **your traveling companion** 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;
- c. **Your** company is directly involved in a merger or acquisition. **You** must be an active employee of the company(ies) that is/are merging and **you** must be directly involved in such an event;
- d. **Your** business operations are interrupted by fire, flood, burglary, vandalism, product recall, **bankruptcy**, **natural disaster**, or **financial default**;
- e. **Your** employer is deemed to be unsuitable for business due to burglary, or **natural disaster** and **you** or **your**

- traveling companion* are directly involved as a key employee of the disaster recovery team;
- f. *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*.

#### Events and Activities

- a. Cancellation of a scheduled event prior to departing on the *covered trip* provided attendance at the event was the sole reason for the *covered trip* and the duration of the *covered trip* does not exceed twenty-four (24) hours before or after such an event.

#### 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*, unless Cancel For Any Reason coverage was purchased;
- c. Financial circumstances of *you*, a *family member*, or *your traveling companion*;
- d. Any business or contractual obligations of *you*, a *family member*, or *your traveling companion*, for any reason;
- e. Any government regulation or prohibition;
- 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 benefit** for loss(es) incurred by **you** or **your traveling companion** for a **covered trip** interrupted after the date and time of departure due to any of the following **unforeseen** events:

### Health and Family

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

### Transportation and Accommodation

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

### Weather

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

### Personal Safety and Security

- a. **You** and/or **your traveling companion** being hijacked, **quarantined** in the location where **you** are intending to travel, required to serve on a jury, subpoenaed, or required to appear as a witness in a legal action, provided

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

### Military

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

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

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

### Trip Interruption Exclusions:

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

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

## TRIP DELAY

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

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

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

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

**ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER (AIR ONLY)**

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

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

**TABLE OF LOSSES**

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

**Loss** with regard to:

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

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

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

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

### BAGGAGE AND PERSONAL EFFECTS

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

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

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

Special Limitations:

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

- a. One thousand two hundred and fifty dollars (\$1,250) for the first item; and
- b. Seven hundred and fifty dollars (\$750) for each subsequent item.

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

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

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

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

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

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

#### Baggage and Personal Effects Exclusions:

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

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



- k. Loss resulting from normal wear and tear or deterioration.

**Baggage Proof of Loss**

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

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

**BAGGAGE DELAY**

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

Incurred expenses must be accompanied by receipts.

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

**Baggage Delay Proof of Loss**

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

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

## 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**.

Special Limitations:

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

- a. One thousand two hundred and fifty dollars (\$1,250) for the first item; and
- b. Seven hundred and fifty dollars (\$750) for each subsequent item.

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

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

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

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

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

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

### Baggage and Personal Effects Exclusions:

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

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

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

**Baggage Proof of Loss**

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

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

**BAGGAGE DELAY**

**We** will reimburse **you**, up to the maximum amount shown in the *schedule of benefits*, for the purchase of *personal effects* 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*.

## BUSINESS EQUIPMENT

**We** will reimburse **you**, up to the maximum amount shown in the **schedule of benefits** for loss, theft or damage to **your business equipment** during the **covered trip**. **We** will also pay for fees incurred to ship **your business equipment** to **your** location if the lost items are recovered.

**We** will pay the lesser of:

- a. The **actual cash value**; or
- b. The cost to repair the item.

Items claimed under **business equipment** cannot be claimed under any other baggage benefit.

### Business Equipment Exclusions:

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

- a. Loss caused by animals, rodents, insects or vermin;
- b. Loss of, or damage to, bicycles (except when checked with a **common carrier**);
- c. Loss of, or damage to, motor vehicles;
- d. Loss of, or damage to, artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
- e. 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;
- f. Loss of, or damage to, property shipped as freight, or shipped prior to the **[departure date][confirmation begin date]**;
- g. Loss of, or damage to, contraband;
- h. Loss of, or damage to, items seized by any government official or customs official;
- i. Damage caused by any process of repair;
- j. Loss resulting from defective materials or craftsmanship;
- k. Damage caused by radioactive contamination;
- l. Loss resulting from mysterious disappearance;
- m. Loss resulting from normal wear and tear or deterioration.

### Business Equipment Proof of Loss

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

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

## 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:

- a. 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);
- b. The **actual cash value** of the vehicle; or
- c. The **deductible you** are required to pay before **your** auto insurance policy will pay.

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

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);
- 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 one hundred (\$100) 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 364 days or less, and for which a **rented vehicle agreement** is signed by **you**. **Rented vehicle** also includes a standard motorized golf cart.



## 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:

- a. 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);
- b. The **actual cash value** of the vehicle; or
- c. The **deductible you** are required to pay before **your** auto insurance policy will pay.

Coverage is provided to **you** and **your traveling companion**, if both are licensed drivers and are listed on the 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);
- 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 one hundred dollars (\$100) 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 364 days or less, and for which a **rented vehicle agreement** is signed by **you**. **Rented vehicle** also includes a standard motorized golf cart.

## SECURITY EVACUATION

**We** will reimburse **you**, up to the maximum amount shown in the *schedule of benefits*, for *security evacuation* covered expenses incurred by **you** if, while on a *covered trip*, **you** require a *security evacuation* due to any of the following *unforeseen* occurrences:

- a. An *advisory* is issued due to political or military events involving the *destination* country. For this occurrence only, General Limitation and Exclusion b. does not apply; or
- b. A *natural disaster* results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the *destination* country, and the area is deemed to be *uninhabitable* or dangerous; or
- c. **You** experience a *verified physical assault*, or a *verified threat of physical assault* from a third party; or
- d. **You** are expelled from *your destination* country, or are declared a persona non-grata on the written authority of the recognized government at the *destination*.

The determination that **you** require a *security evacuation*, and all such arrangements, must be made by **us** or **our** authorized representative.

*Security evacuation* covered expenses are any of the following expenses, up to the maximum limit shown in the *schedule of benefits*:

- a. *Transportation* to the *nearest place of safety* via the most efficient available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, *your common carrier* tickets will be used; and
- b. Food, lodging, and (if necessary) physical protection for **you** during the transport to the *nearest place of safety*.

*Security evacuation* covered expenses are payable only once per *covered trip*.

*Security evacuation* covered expenses will also be available within 14 days of the initial *security evacuation*, to transport **you** to **your** choice of one of these locations:

- a. The original *destination* if return is safe and permitted (as determined by **us** or **our** authorized representative);
- b. *Your return destination*; or
- c. An alternate *destination* mutually agreed to by **you** and **us** or **our** authorized representative. *Transportation* costs to the alternate *destination* must be less than or equal to the cost to evacuate **you** to *your home country* or *place of permanent residence*.

**We** or **our** authorized representative must make all arrangements and must authorize all expenses in advance of any benefits being payable. Neither **we** nor **our** authorized representative are responsible for the availability of *transportation* services. Where a *security evacuation* becomes impractical because of hostile or dangerous conditions, **we** or **our** authorized representative will endeavor to maintain contact with **you** until a *security evacuation* becomes viable.

### Advance Payment

**We** will pay covered expenses directly to the service provider if **you** require a *security evacuation* while on a *covered trip*, and the provider requires payment prior to service. This amount will be deducted from the 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 Claims Procedures and Payment section; or
- b. It is determined that *your security evacuation* 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.

**Security Evacuation Exclusions:**

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

- a. Any charges, fees or expenses that are payable under any other provision of this **policy**;
- b. Any charges, fees or expenses arising from an occurrence that takes place in an **excluded country**;
- c. Repatriation of remains expenses;
- d. Medical services;
- e. **Your** failure to maintain and possess any required travel documents and visas, or failure to have such documents duly authorized;
- f. Common, endemic, epidemic or global pandemic diseases as defined by the World Health Organization; or
- g. Military or political issues, if the **security evacuation** request is made more than 14 days after the **advisory** was issued.

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

**Verified Physical Assault** means **your injury** directly resulting from an unprovoked malicious assault by another person, confirmed by documentation or physical evidence.

**Verified Threat of Physical Assault** means any threat made either directly or indirectly to kill, injure, or abduct **you** or **your traveling companion**, confirmed by documentation or physical evidence.

## TRAVEL MEDICAL EXPENSE

**We** will pay a benefit to reimburse **you** for the **reasonable and customary charges**, up to the maximum limit shown in the **schedule of benefits** (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 **medically necessary** expenses 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;
- h. Treatment for **mental, nervous or psychological disorders**, up to the maximum limit shown in the **schedule of benefits**;
- i. The cost of emergency dental treatment for accidental **injury** to sound natural teeth that occurs during a **covered trip** limited to the Maximum Limit shown in the **schedule of benefits**.

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

**We** will not pay for any expenses incurred after the Coverage Termination Date as shown in the Effective and Termination Dates section of this **policy**, regardless of the reason.

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

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

This amount will be deducted from the Travel Medical Expense 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 is not **medically necessary**, except for related reconstructive surgery resulting from trauma, infection or disease; or
- f. 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 and customary charges* for *medically necessary transportation*, 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 and customary charges* incurred for an *escort's* or contracted *attendant's* services, and the *escort's* or *attendant's* transportation and accommodations, if an attending *physician* recommends that an *escort* or *attendant* accompany **you**. This coverage is inclusive of the maximum limit of the Emergency Evacuation benefit.

#### 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 *medically necessary* treatment 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* to return **your** remains if **you** die while on the *covered trip*.

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

Repatriation Covered Expenses include the *reasonable and customary charges* for:

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

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

**Special Limitation:**

In the event **we** or **our** authorized representative could not be contacted to arrange for Repatriation 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**, 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. **Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- e. **Your** participation in **adventure activities, extreme activities, winter activities** or **dangerous activities**, except as a spectator; and
- g. Expenses incurred by any **child** born during the **covered trip**.

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

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



## SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

The following provisions will apply to all benefits except Baggage/*personal effect*, Business Equipment, and Baggage Delay.

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

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

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

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

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

**Proof of Loss:**

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

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

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

The following provisions apply to Baggage/*personal effect*, Business Equipment, 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 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. Being under the influence of drugs or narcotics, unless administered upon the advice of a **physician** as prescribed; or
- e. Intoxication above the legal limit at **your** location at the time of **loss**; or
- f. Commission or the attempt to commit a criminal act by **you, your traveling companion, or your family member**, whether insured or not;
- g. 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, or parkour;
  2. Mountain climbing over fifteen thousand (15,000) feet that requires the use of equipment such as pick-axes; anchors; bolts; crampons; carabineers; and lead or top-rope anchoring or other specialized equipment;
  3. Operating or learning to operate any aircraft, as student, pilot, or crew;
  4. Air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
  5. Participation in underwater activities such as scuba diving (if depth exceeds one hundred thirty-one (131) feet or more);
- h. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- i. Any treatment or medication which, at the time of departure, is required to be continued during the **covered trip**;
- j. **Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- k. Traveling for the purpose of securing medical treatment;
- l. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- m. 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;
- n. Accidental **injury** or **sickness** when traveling against the advice of a **physician**;
- o. Care or treatment which is not **medically necessary**, except for related reconstructive surgery resulting from trauma, infection or disease;
- p. Any **loss**, condition, or event that was known, foreseeable, intended, or expected when **your policy** was purchased;
- q. 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**;
- r. **Your** participation in **civil disorder**, riot or a felony;

- s. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly covered under Trip Cancellation coverage or Trip Interruption coverage;
- t. **Pandemic or epidemic;**
- u. **Your** failure to derive pleasure in, or benefit from, or profit from **your covered trip;**
- v. Payments made for this **policy** and any other insurance;
- w. **Travel supplier** restrictions on any **baggage**, including medical supplies and equipment;
- x. If **your** tickets do not contain specific travel dates (open tickets);
- y. A diagnosed **sickness** from which no recovery is expected and which only palliative treatment is provided and which carries a prognosis of death within six (6) months of **your effective date;**
- z. 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 seven (7) 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 seven (7) days of **initial trip payment** for any subsequent **trip** arrangements;
- c. All **insureds** are medically able to travel when this plan cost is paid;
- d. The **trip cost** does not exceed \$20,000 per person.

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

**SPINNAKER INSURANCE COMPANY**

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



Nicholas Scott, Secretary



David Ingrey, Chief Executive Officer

## SPINNAKER INSURANCE COMPANY

## ALASKA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

- I. **SECTION I. DEFINITIONS**, the definitions of *Adventure activities*, *Experimental or investigative*, *Medically necessary*, and *Reasonable and customary* or *reasonable and customary charges* are replaced by the following:

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

- a. Mountain climbing up to fifteen thousand (15,000) feet;
- b. 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);
- c. Snorkeling;
- d. White or black water rafting (Grades one (1) – four (4));
- e. Water skiing;
- f. Snowboarding (including off-trail and back country skiing and snowboarding, except as designated unsafe by the resort management);
- g. Tobogganing;
- h. Snow tubing; and
- i. Ice skating.

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

**Medically necessary** means a treatment, service, or supply is ordered by a **physician** and performed under his or her care, supervision or order.

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

- a. Is charged for treatment, supplies, or medical services **medically necessary** to treat **your** condition;
- b. Does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred;
- c. Is based on charges no lower than the 80<sup>th</sup> percentile of charges for the geographical area; and
- d. Does not include charges that would not have been made if no insurance existed. In no event will the **reasonable and customary charges** exceed the actual amount charged.

- II. **SECTION II. GENERAL PROVISIONS**, the **Excess Insurance Limitation** and **Entry of Arbitration Award** provisions are deleted.

- III. **SECTION II. GENERAL PROVISIONS**, the **Legal Action, Concealment or Fraud, Insurance With Other Insurers, Arbitration, Payment of Arbitration Fees and Costs, Location and Controlling Law** provisions are replaced by

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the following:

**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 there has been a breach of contract such as a denial of the claim or failure to defend.

**Concealment or Fraud:** *We* do not provide coverage if *you* or someone acting on *your* behalf, has made misrepresentations, omissions, or incorrect statements or concealed facts that are:

- a. fraudulent;
- b. material either to the acceptance of the risk, or to the hazard assumed by us; or
- c. *we*, in good faith, would either not have issued the *policy*, or would not have issued a *policy* in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to *us* as required either by the application for the *policy* or otherwise.

**Insurance With Other Insurers:** If there is other valid coverage with another insurer or other policies with *us* for the same *covered trip* 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.

**Arbitration:** Upon mutual agreement, *We* and one or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* shall be submitted to non-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. The request must be made within one year of the earlier of the date the loss occurred or the dispute arose.

**Payment of Arbitration Fees and Costs:** Unless otherwise provided in the agreement to arbitrate, the arbitrator's expenses and fees, together with other expenses, not including counsel fees, incurred in the conduct of the arbitration shall, be as provided in the award. The fees to be borne by a side consisting of more than one Party shall be divided equally among such Parties.

**Location:** The arbitration shall be governed by Alaska State law concerning arbitration and must be held in Alaska for Alaska Insureds unless an alternate site is mutually agreed to by *you* and *us*.

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

IV. SECTION V. CLAIMS PROCEDURES AND PAYMENT, the **Other Insurance with Us** and **Resolving Disputes** provisions are deleted.

V. SECTION V. CLAIMS PROCEDURES AND PAYMENT, the **Appraisal** provision is added.

**Appraisal:** If there is a disagreement about the amount of the loss, either *you* or *we* can make a written demand for an appraisal. After the demand, *you* and *we* will each select a competent appraiser. Within 10 days after the written demand, each party must notify the other party of the competent appraiser each has selected. Each of the appraisers must select a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the umpire extends the time period, each appraiser will separately

state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon **you** and **us**. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon **you** and **us**. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal will be paid as determined by the umpire.

VI. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Payment of Claims: to Whom Paid** and **Claim Forms** provisions are replaced by the following:

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

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

Payments to **your** estate or to a beneficiary who is a minor may not exceed \$1,000.

The following provisions will apply to all benefits except Baggage/**personal effects**, Baggage/**personal effects** – Business Equipment Only, Baggage/**personal effects** –Sports Equipment Only , and Baggage Delay.

**Claim Forms:** **We** will send the claimant Proof of Loss forms within ten (10) working days after **we** receive notice. If the claimant does not receive the Proof of Loss forms within ten (10) working 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.

All other provisions of the Policy apply.



## SPINNAKER INSURANCE COMPANY

## ALABAMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

- I. **SECTION II. GENERAL PROVISIONS**, the **Legal Action** and **Concealment or Fraud** provisions are replaced by the following:

**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 six (6) years after the time written proof of loss is required to be furnished.

**Concealment or Fraud:** No misrepresentations or warranty made by **you** or on **your** behalf in the negotiation or application of this **policy** will defeat or void the **policy** or affect **our** obligation under the **policy** unless such misrepresentation or warranty:

- a. was fraudulent;
- b. was material either to the acceptance of the risk or to the hazard assumed by **us**; or
- c. if **we** in good faith would either not have issued the **policy**, or would not have issued a **policy** at the premium rate as applied for, or would not have issued a **policy** in as large an amount or would not have provided coverage with respect to the hazard resulting in the loss if the true facts had been made known to **us** as required either by the application for the policy or otherwise.

- II. **SECTION II. GENERAL PROVISIONS**, the **Arbitration, Selection of Arbitrators, Payment of Arbitration Fees and Costs, Location, and Entry of Arbitration Award** provisions are replaced by the following:

**Disagreement Over Size of Loss:** If there is a disagreement about the amount of the **Loss**, either **you** or **we** can make a written demand for an appraisal. After the demand, **you** and **we** will each select a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Loss**. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by **you** is paid by **you**. **We** will pay the appraiser **we** choose. **You** will share with **us** the cost for the arbitrator and the appraisal process.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

- I. The following is added to the Policy Cover Page:

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

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

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** ten (10) days after the date of delivery of **your policy** by electronic means or fifteen (15) days after the date of delivery of **your policy** by postmail to review **your policy**. If, during this free look 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 free look period, **your** premium is non-refundable.

- III. **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.

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

**Legal Action:** No legal action for a claim or inequity can be brought against **us** 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 five (5) years after the time written proof of loss is required to be furnished.

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

- V. The following is added to **SECTION II. GENERAL PROVISIONS, Subrogation**:

**We** are not entitled to recovery until **you** have been fully compensated for the loss sustained.

VI. The following is added to **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Subrogation and Right of Recovery**:

**We** are not entitled to recovery until you have been fully compensated for the loss sustained.

All other provisions of the Policy apply.

**SPINNAKER INSURANCE COMPANY**

**ARIZONA 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.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss** are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## GEORGIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

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

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**.

II. **SECTION I. DEFINITIONS**, the definition of **domestic partner** is replaced by the following:

**Domestic partner** means a person of the same or opposite sex, at least eighteen (18) years of age, with whom **you** have shared a single residence with evidence of cohabitation for at least the previous ten (10) continuous months prior to the execution of the affidavit of domestic partnership.

III. **SECTION II. GENERAL PROVISIONS**, the **Excess Insurance Limitation** provisions is replaced by the following:

**Excess Insurance Limitation:** The insurance provided by this **policy** for all coverages except Emergency Evacuation And Repatriation Of Remains shall participate on a pro-rata basis with all other valid and collectible insurance or indemnity.

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

V. **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Other Insurance with Us and Resolving Disputes** are replaced by the following:

**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. For the policy that is not to remain in effect, **we** will refund the premiums paid for the duplicate coverage, less claims paid, and the duplicate coverage will be cancelled. The claim will be paid by the **policy** that is to remain in effect.

The following provisions apply to Baggage/**personal effects**, Baggage/**personal effects** – Business Equipment Only, Baggage/**personal effects** – Sports Equipment Only, and Baggage Delay coverages:

**Resolving Disputes:** If **you** disagree with **our** decision about a claim, **you** can request a claims review.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## HAWAII AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

I. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** provision is replaced by the following:

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

II. **SECTION V. CLAIMS PROCEDURES AND PAYMENTS**, the **Payment of Claims: When Paid**, and **Settlement of Loss** provisions are replaced by 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*. Claims will be paid within thirty (30) days after affirmation of liability, if the amount of the claim has been determined and is not in dispute.

**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*. Claims will be paid within thirty (30) days after affirmation of liability, if the amount of the claim has been determined and is not in dispute.

All other provisions of the Policy apply.

**SPINNAKER INSURANCE COMPANY**

**IOWA 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.

**SECTION II. GENERAL PROVISIONS**, the **Arbitration** provision is replaced by the following:

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-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.

All other provisions of the Policy apply.



## SPINNAKER INSURANCE COMPANY

## KENTUCKY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

- I. **SECTION II. GENERAL PROVISIONS**, the **Arbitration, Selection of Arbitrators, Payment of Arbitration and Costs, Location, and Entry of Arbitration Award** provisions are deleted.
- II. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, **Payment of Claims: When Paid, Settlement of Loss and Resolving Disputes** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

**Resolving Disputes:** If **you** disagree with **our** decision about a claim, **you** can request a claims review.

- III. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Limitation and Exclusion d. is replaced by the following:
  - d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms. This exclusion applies only to Trip Cancellation Coverage, Trip Interruption Coverage, and Emergency Transportation Coverage, and Emergency Medical/Dental Coverage;

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## MARYLAND AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

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

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** ten (10) days from the later of: 1) the date of the purchase of **your policy**; or 2) the delivery by physical or electronic mail of **your policy's** fulfillment materials, to review **your policy**. If, during this ten (10)-day period, **you** are not completely satisfied for any reason, **you** may cancel **your policy** and receive a full refund. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated. After this ten (10)-day period, **your** premium is non-refundable.

- II. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** provision is replaced by the following:

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-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.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## MISSISSIPPI 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.

**SECTION II. GENERAL PROVISIONS**, the **Physical Examination and Autopsy, Arbitration, Selection of Arbitrators, Payment of Arbitration Fees and Costs, Location and Entry of Arbitration Award** provisions are replaced by the following:

**Physical Examinations:** *We* have the right to have *you* medically examined as reasonably necessary to make a decision about *your* medical claim. *We* will cover the cost of these medical examinations.

**ARBITRATION: UPON MUTUAL AGREEMENT, WE AND ONE 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.**

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## NORTH CAROLINA 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.

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

**Pre-existing medical condition** means a condition of **you, your traveling companion, family member, host at destination, business partner, pet, or service animal**, to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan:

- a. Which diagnosis, care or treatment was recommended by or received from a **physician**, or
- b. Required a change in prescribed medication.

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

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

2. The following is added to **SECTION I. DEFINITIONS, hospital**:

**Hospital** also includes a tax-supported institution, even if the facility does not have an operating room and related equipment for the performance of surgery.

3. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** and **Location** provisions are replaced by the following:

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

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

4. The following is added to **SECTION II. GENERAL PROVISIONS, Subrogation**:

The right to Subrogation does not apply to Travel Medical Expense, Emergency Evacuation and Repatriation of Remains, Accidental Death and Dismemberment – Common Carrier (Air Only) benefit.

5. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Proof of Loss** provisions are replaced by the following:

**Proof of Loss - for Travel Medical Expense, Emergency Evacuation and Repatriation of Remains, Accidental Death**

**and Dismemberment – Common Carrier (Air Only):**

The claim forms must be sent back to **us** or **our** designated representative no more than one hundred eighty (180) 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 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**.

**Proof of Loss (for all other coverages):**

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 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**.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## NEBRASKA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

- I. **SECTION II. GENERAL PROVISIONS**, the **Subrogation, Concealment or Fraud**, and **Arbitration** provisions are replaced by the following:

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

**Concealment or Fraud:** No misrepresentations or warranty made by **you** or on **your** behalf in the negotiation or application of this **policy** will defeat or void the **policy** or affect **our** obligation under the **policy** unless such misrepresentation or warranty:

- a. was material;
- b. was made knowingly with the intent to deceive;
- c. was relied and acted upon by **us**; and
- d. deceived **us** to its injury.

The breach of warranty or condition in this **policy** will not void the **policy** or allow **us** to avoid liability unless such breach exists at the time of loss and contributes to the loss.

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** may 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.

- II. **SECTION V. CLAIMS PROCEDURES AND PAYMENTS**, the **Payment of Claims: When Paid**, and **Notice of Claim**, and **Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Within fifteen (15) days after receipt of settlement information or a properly executed proof of loss, **we** will advise **you** of the acceptance or denial of the claim. If more time is needed, **we** will notify **you** within fifteen (15) days after receipt of settlement information or properly executed proof of loss stating the reason more time is needed. If more time is still needed, **we** will notify **you** within thirty (30) days from the initial notification and every thirty (30) days thereafter. 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**.

**Notice of Claim:** *You* or someone acting on your behalf must contact *our* administrator listed on *your policy*, within twenty (20) days, or as soon as reasonably possible. *You* should be prepared to describe details regarding the *loss* and *your covered trip*. *Our* administrator will provide a claim form to *you* for completion and signature. *We* will acknowledge receipt of the notice of claim within fifteen (15) days unless such claim is paid within that time period.

**Settlement of Loss:** Within fifteen (15) days after receipt of settlement information or properly executed proof of loss, *we* will advise *you* of the acceptance or denial of the claim. If more time is needed, *we* will notify *you* within fifteen (15) days after receipt of settlement information or properly executed proof of loss stating the reason more time is needed. If more time is still needed, *we* will notify *you* within thirty (30) days from the initial notification and every thirty (30) days thereafter. Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to *us*. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. *You* must present acceptable proof of *loss* and the value involved to *us*.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## NEW JERSEY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

I. **SECTION I. DEFINITIONS**, the definitions of *Child(ren)* and *Domestic partner* are replaced by the following:

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

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

**Domestic partner** means a partnership which shall be established in New Jersey when:

- (a) both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
  1. a joint deed, mortgage agreement or lease;
  2. a joint bank account;
  3. designation of one of the persons as a primary beneficiary in the other person's will;
  4. designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  5. joint ownership of a motor vehicle;
- (b) both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;
- (c) neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
- (d) neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
- (e) both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law, except that two persons who are each 62 years of age or older and not of the same sex may establish a domestic partnership if they meet the requirements set forth in this definition;
- (f) both persons have chosen to share each other's lives in a committed relationship of mutual caring;
- (g) both persons are at least 18 years of age;
- (h) both persons file jointly an Affidavit of Domestic Partnership; and
- (i) neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit of domestic partnership, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership, the domestic partnership shall have been terminated in accordance with New Jersey requirements.

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

**Civil union** is a legally recognized union of two individuals of the same sex.



III. SECTION V. CLAIMS PROCEDURES AND PAYMENT, **Payment of Claims: When Paid** and **Settlement of Loss** are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## NEW MEXICO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

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

**Physician** means a licensed practitioner of the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating **physician** cannot be **you, your traveling companion, a family member, or a business partner.**

II. **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss** are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within forty-five (45) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within forty-five (45) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

**SPINNAKER INSURANCE COMPANY**

**OHIO 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.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss** are revised to include:

**We** will pay any portion of a claim that is not in dispute within ten (10) days after receipt of proof of loss if the amount of the claim is determined, unless the settlement involves a structured settlement, action by a probate court, or other extraordinary circumstances as documented in the claim file.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## OKLAHOMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

I. The following is added to the Policy Cover Page:

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** ten (10) days from the later of 1) the date of purchase of **your policy**, or 2) the delivery of **your policy's** fulfillment materials, to review **your policy**. If, during this ten (10)-day period, **you** are not completely satisfied for any reason, **you** may cancel **your policy** and receive a full refund. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated. After this ten (10)-day period, **your** premium is non-refundable.

III. **SECTION I. DEFINITIONS**, the definition of **domestic partner** is replaced by the following:

**Domestic partner** means a person of the opposite sex not related by blood, who is 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.

IV. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** and **Location** provisions are replaced by the following:

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

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

V. **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE, WHEN COVERAGE ENDS**, is replaced by the following:

**WHEN YOUR COVERAGE ENDS.**

Pre-Departure Benefits

Trip Cancellation coverages end on the earlier of:

- a. The cancellation of **your covered trip**; or
- b. 12:01 A.M. on the day of 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. 12:01 A.M. on the day following 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**.

All other coverages end on the earlier of:

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

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

IV. SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss provisions are replaced by 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 advise **you** within forty-five (45) days of the acceptance or denial of the claim or if further investigation is needed. If **we** deny **your** claim, **we** will notify **you**, in writing, the reason for the denial. An additional twenty (20) days will be added if there is a weather-related catastrophe or a major national disaster that is declared by the Governor of Oklahoma.

**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**. **We** will advise **you** within forty-five (45) days of the acceptance or denial of the claim or if further investigation is needed. If **we** deny **your** claim, **we** will notify **you**, in writing, the reason for the denial. An additional twenty (20) days will be added if there is a weather-related catastrophe or a major national disaster that is declared by the Governor of Oklahoma.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## SOUTH CAROLINA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:  
**TRAVEL INSURANCE POLICY**

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

- I. The following is added to page 1 of the *policy*:

THIS CONTRACT IS SUBJECT TO ARBITRATION.

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

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

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

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

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

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

- IV. **SECTION II. GENERAL PROVISIONS**, the **Physical Examination and Autopsy** and **Controlling Law** provisions are replaced by the following:

**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 which will be performed in South Carolina (except where prohibited by law). *We* will cover the cost of these medical examinations or autopsies.

**Controlling Law:** Any part of this *policy* that conflicts with the state law where *you* reside is changed to

meet the minimum requirements of that law.

V. The following **Contact Information** is added to **SECTION II. GENERAL PROVISIONS**:

**Contact Information**

Should **you** need to contact **us**, **you** can contact us at the address on the first page of the **policy** or by calling **us** at [1-855-998-2928.

VI. The following is added to **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE, WHEN YOUR COVERAGE ENDS**:

This is **your** notice of nonrenewal. **Your policy** is issued for a single term, either on a per-trip basis or on an annual basis and, therefore, not renewable.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## SOUTH DAKOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

I. **SECTION I. DEFINITIONS**, the definition of **domestic partner** is replaced by the following:

**Domestic partner** means, where permitted by law, 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.

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

**Legal Action:** No legal action for a claim or inequity can be brought against **us** 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 six (6) years after the time written proof of loss is required to be furnished.

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-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.

III. **SECTION II. GENERAL PROVISIONS**, **Excess Insurance Limitation** is deleted.

IV. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions e. and f. are deleted.

V. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusion g. is replaced by the following:

g. Commission of a felony by **you, your traveling companion, or your family member**, whether insured or not;

All other provisions of the Policy apply.



## SPINNAKER INSURANCE COMPANY

## TEXAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

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

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

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

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** fifteen (15) days after delivery by United States mail and ten (10) days after delivery by means other than United States mail to review **your policy**. If, during this time period, **you** are not completely satisfied for any reason, **you** may cancel **your policy** and receive a full refund. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated. After this time period, **your** premium is non-refundable.

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

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

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

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

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

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

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

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

**Payment of Claims: When Paid:** Payable claims will be paid within five (5) **business days** after **we** or **our**

designated representative receive and verify the completeness of all required documentation of the **loss**.

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

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

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

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

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

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

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

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

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

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

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within five (5) **business days** after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is

covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

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

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** ten (10) days after the date of delivery of **your policy** by electronic means or fifteen (15) days after the date of delivery of **your policy** by postal mail to review **your policy**. If, during this free look 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 free look period, **your** premium is non-refundable.

II. **SECTION I. DEFINITIONS**, the definition of **family member** and **spouse** are replaced by the following:

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

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

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

**Spouse** means **your** legal spouse.

III. **SECTION II. GENERAL PROVISIONS**, the **Arbitration, Selection of Arbitrators and Payment of Arbitration Fees and Costs** provisions are replaced by the following:

**Arbitration:** **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-binding arbitration upon the written request of any party. The Commercial Arbitration

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

IV. **SECTION II. GENERAL PROVISIONS, Excess Insurance Limitation** is deleted.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## WISCONSIN AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

- I. **SECTION II. GENERAL PROVISIONS**, the **Subrogation** provision is replaced by the following:

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

- II. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, **Payment of Claims: When Paid** and **Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## WEST VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

- I. **SECTION II. GENERAL PROVISIONS**, the **Payment of Arbitration Fees and Costs**, and **Location** provisions are replaced by the following:

**Arbitration:** Upon mutual agreement, **we** and one 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.

**Payment of Arbitration Fees and Costs:** If coverage is found to exist, **we** shall pay all arbitrator's fees. Otherwise, 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 and county of residence, unless otherwise mutually agreed upon by the two sides.

- II. **SECTION V. CLAIMS PROCEDURES AND PAYMENTS**, the **Payment of Claims: When Paid**, and **Settlement of Loss** provisions are replaced by 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**. All benefits will be paid within 15 working days following the date **you** and **we** reach an agreement on the amount of 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**. All benefits will be paid within 15 working days following the date **you** and **we** reach an agreement on the amount of loss.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## WYOMING AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

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

**Legal Action:** No legal action for a claim or inequity can be brought against **us** 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 four (4) years after the time written proof of loss is required to be furnished.

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-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.

II. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, **Payment of Claims: When Paid** and **Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within forty-five (45) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within forty-five (45) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.



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