battleface

DISCOVERY DIRECT PLAN

battleface Discovery Plan
BISDCV-DIR-02

Plan Administrator
battleface Insurance LLC

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.

IMPORTANT NOTE: You may have purchased Optional Upgrades. Please refer to your Confirmation of Coverage for verification.

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.

SCHEDULE OF BENEFITS

All coverages are per-***trip*** amounts and the limits shown below are applicable to each ***covered trip*** taken during the ***period of coverage***.

Travel Protection Benefits	**Maximum Limit**
Trip Cancellation	$20,000
Single Occupancy	up to Trip Cancellation maximum
Cancel For Any Reason	up to 75% of ***trip cost***
Trip Interruption	150% of ***trip cost*** up to a maximum of $20,000
Trip Delay	Maximum of $200 per day to a maximum of $2,500 per ***insured***
Missed Connection	Maximum of $1,000 per ***covered trip***
Property Protection Benefits	
Baggage and Personal Effects Coverage	$2,500 per ***covered trip***. Per-item restrictions apply, see benefit wording for details.
Deductible	$100
Baggage Delay	up to $100 per day, to a maximum of $500
Travel Medical Protection	
Travel Medical Expense	$100,000 per ***insured***
Deductible	$50
Emergency Dental	$750
Deductible	$0
Emergency Evacuation and Repatriation of Remains	$500,000
Travel Accident Protection	
Accidental Death & Dismemberment Options:	$100,000 per **insured** $250,000 per **insured** $500,000 per **insured**

Travel Insurance Benefits

Adventure Sport Coverage - Provides coverage for many sports activities which would otherwise be excluded under this plan.

Extra coverage when the ***policy*** is purchased within fifteen (15) days of ***initial trip payment***:

- Pre-Existing Medical Condition Exclusion Waiver

For questions or information contact battleface.

Any payments under this ***policy*** will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this ***policy***. For more information, ***you*** may consult the OFAC internet website at www.treas.gov/offices/enforcements/ofac/ or a battleface representative.

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***.

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

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

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

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

Child(ren) means ***your children***, including an unmarried ***child***, stepchild, legally adopted ***child*** or foster ***child*** who is:
a. Under the age of eighteen (18) and primarily dependent on ***you*** for support and maintenance; or
b. Who is at least eighteen (18) but less than age twenty-four (24) and who regularly attends an institution of higher learning/an accredited school or college; and who is primarily dependent on ***you*** for support and maintenance.

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

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

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

Complications of pregnancy means conditions requiring ***hospital*** admission (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include:
a. Acute nephritis;
b. Nephrosis;
c. Cardiac decompensation;
d. Missed abortion;
e. Nonelective cesarean section;
f. Ectopic pregnancy which is terminated;
g. Spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible; and
h. Similar medical and surgical conditions of comparable severity.

Complications of pregnancy do not include:
a. False labor;
b. Occasional spotting;
c. ***Physician***-prescribed rest during the period of pregnancy;
d. Morning sickness;

e. Hyperemesis gravidarum;
f. Preeclampsia; and
g. Similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct ***complication of pregnancy***.

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

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

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

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

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

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

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

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

Exchange means the process pursuant to an agreement between ***you*** and the ***exchange company*** whereby ***you exchange*** vacation time with ***your property management company*** or ***travel arranger*** for a comparable vacation, ***exchange property*** elsewhere.

Exchange company means an organization under contract with ***you*** to provide ***exchange*** vacation time within a network of other vacation properties or ***exchange properties***. ***Exchange company*** does not mean third party cruise ***exchange companies*** or tour operators, in which ***your reservation*** is no longer tracked, paid for and/or managed by the ***property management company*** or ***travel arranger*** with whom ***you*** enrolled in this plan.

Exchange Property/ies means accommodations within an ***exchange company*** network to provide timeshare ***exchange*** accommodations for contracted members.

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

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

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

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

a. ***Spouse***, civil union partner or ***domestic partner***;
b. ***Child***;
c. Siblings;
d. Parents;
e. Grandparent, step-grandparent, grandchild, or step-grandchild;
f. Step-child, step-sibling, or step-parent;
g. 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.

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

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

Guest means a person who is scheduled to travel on a ***covered trip*** who has been provided a ***guest*** certificate by a timeshare member.

Hazard means:

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

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

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.

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

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

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***.

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

Inpatient means a person:
a. Who is confined in a ***hospital*** as a registered bed patient for at least twenty-four (24) hours; and
b. For whom at least one day's room and board is charged by the ***hospital*** unless confined as an ***inpatient*** in any military, veterans or other government supported or sponsored ***hospital*** for which a charge for room and board is not made.

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

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***.

Medical equipment means an appliance or device that is:
a. Prescribed by a ***physician***;
b. Primarily and customarily used for a medical purpose rather than being primarily for comfort or convenience;
c. For outpatient use; and
d. Generally not useful in the absence of ***sickness*** or ***injury***.

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

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

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

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

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

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

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

Personal effects means items being used by ***you*** during ***your covered trip***. ***Personal effects*** does not include:
a. Eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
b. Antiques and collectors' items;
c. Household items and furnishings; and
d. Animals.

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

Physician means a licensed practitioner of medical, surgical, 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.

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

Property management company means the developer, association, leasing company, rental company, travel club, condominium operator, or ***travel supplier***, who has the financial responsibility for the maintenance, repairs, ***reservations*** and/or general operation of the accommodations used for ***your covered trip***.

Property management company does not mean an ***exchange company***.

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

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

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

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

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

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

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

Rental 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 three hundred sixty-four (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***.

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

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

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

Sportsman's equipment means:

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

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

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

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; and
b. Interferes with the normal departure and arrival of a ***common carrier***.

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

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

Transportation means any land, sea or air conveyance required to transport ***you*** during an ***emergency 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 arranger means the agent or agency that is responsible for ordering and making financial exchange for ***travel arrangements***.

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

Traveling companion means person(s) booked to accompany ***you*** on ***your covered trip*** 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 to ***your covered trip departure date***. The ***trip cost*** is stated on ***your*** application. ***Trip cost*** will also include the cost of any additional ***prepaid payments or deposits*** paid by ***you*** for the same ***covered trip***, after application for coverage under this plan provided ***you*** amend ***your policy*** limit to include the cost of the additional ***travel arrangements*** and pay any additional premium.

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

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

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

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

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

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

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

SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

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

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

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

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

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

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

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

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

Arbitration: ***We*** and one 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.

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

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

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

WHEN YOUR COVERAGE ENDS

Pre-Departure Benefits

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

Post-Departure Benefits

Rental Vehicle Damage coverage will end the earlier of:
a. The vehicle's return to the rental agency; or
b. 11:59 P.M. on the ***rental return date***.

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

Vacation Rental Damage coverage will end on the earlier of:
a. The normal check-out time on ***your*** scheduled check-out date from the ***rental property***; or
b. The date and time ***you*** actually check out from the ***rental property***.

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

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

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

b. ***You*** or ***your traveling companion*** has ***complications of pregnancy***. The onset of these conditions must occur after ***your effective date*** of coverage and must be verified by medical records; or

c. ***You*** are on a list as a donor or recipient for an organ transplant and, after the ***effective date***, 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) day of a ***covered trip scheduled departure date*** and causes complete cessation of ***your*** travel for at least forty-eight (48) consecutive hours;

c. ***Strike*** causing cancellation or delay of ***your*** pre-arranged travel services for at least twenty-four (24) consecutive hours that causes complete cessation of services of ***your common carrier*** for at least forty-eight (48) consecutive hours;

d. A road closure causing a delay in reaching ***your destination*** for at least twelve (12) hours; or

e. Complete or partial closure of the air traffic control tower or the airport from which ***you*** are scheduled to depart. Closure must be caused by fire or a power outage and must result in a delay of ***your covered trip*** for at least forty-eight (48) consecutive hours. This does not apply to closures caused by a ***natural disaster*** or ***inclement weather***.

Weather

a. Weather at the departure site which causes complete cessation of services of ***your common carrier*** for at least forty-eight (48) consecutive hours and prevents ***you*** from reaching ***your destination***;

b. ***Your*** or ***your traveling companion's destination*** being made ***uninhabitable*** or ***inaccessible*** by ***natural disaster***, that is due to natural causes; vandalism or burglary. Benefits are not payable if a hurricane is named on or before the ***effective date*** of ***your*** Trip Cancellation Coverage; Benefits are not payable if the ***natural disaster*** is foreseeable prior to ***your effective date***. A ***natural disaster*** is foreseeable on the date it becomes a named storm;

c. ***Inclement weather***, if all of the following conditions are met:
   i. Causes delay or cancellation of travel at the departure site for at least forty-eight (48) consecutive hours;
   ii. Prevents ***you*** from reaching ***your destination***;

iii. 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***;

d. ***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;

e. 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

f. Named hurricane causing cancellation of travel to ***your destination*** because it has become ***uninhabitable*** for the greater of: (1) four (4) days or (2) fifty percent (50%) of ***your covered trip*** length. ***We*** will only pay benefits for ***losses*** occurring within fourteen (14) calendar days after the named hurricane makes ***your destination*** accommodations ***uninhabitable***. ***Your destination*** accommodations are ***uninhabitable*** if:
   i. the building structure itself is unstable and there is a risk of collapse in whole or in part;
   ii. there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
   iii. immediate safety ***hazards*** have yet to be cleared, such as debris on roofs or downed electrical lines; or
   iv. the ***rental property*** is without electricity or water.

   Benefits are not payable if a hurricane is named on or before the ***effective date*** of ***your*** Trip Cancellation coverage or less than fourteen (14) days after the ***effective date*** of ***your*** Trip Cancellation coverage.

Legal

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

Personal Safety and Security

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

b. ***You*** and/or ***your traveling companion*** being hijacked, ***quarantined***, required to serve on a jury, subpoenaed, or required to appear as a witness in a legal action, provided ***you*** or ***your traveling companion*** are not a party to the legal action or appearing as a law enforcement officer; the victim of ***felonious assault*** within ten (10) days of departure;

c. ***You***, ***your traveling companion*** or ***family member*** are kidnapped or disappear after the ***effective date*** of ***your*** Trip Cancellation coverage as substantiated by a police report;

d. Theft of passports, travel documents, or visas specifically required for ***your covered trip*** within fourteen (14) days of the ***scheduled departure date***. The theft must be substantiated by a police report;

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*** or parent or legal guardian if the ***insured*** is a ***child*** are involuntarily terminated or laid off through no fault of ***your*** own more than thirty (30) days after ***your effective date***, provided that ***you*** have been an active employee with the same employer for at least two (2) continuous years. Termination must occur following the ***effective date***. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;

b. ***You*** or ***your traveling companion*** are employed as a full time teacher or other full time employee, a student or parent of a student at a primary or secondary school and are required to complete an extended school year that falls on or beyond the ***scheduled departure date***. School extensions due to extra-curricular or athletic events are not covered; or
c. ***You*** or ***your traveling companion*** are called to ***active military duty*** to provide aid or relief in the event of a ***natural disaster***, or military leave is revoked or reassigned within thirty (30) days of the ***scheduled departure date***, except because of war, the War Powers Act, or disciplinary action. The military leave for the dates of travel must have been approved prior to the ***effective date***.

Trip Cancellation Exclusions:
In addition to the General Limitations and Exclusions, the following exclusions apply to the Trip Cancellation Benefit. No benefits will be paid for any ***loss*** for, caused by, or resulting from:
a. ***Travel arrangements*** canceled by an airline, charter, ***cruise*** line, or tour operator, except as provided elsewhere in the plan;
b. Changes in plans by ***you***, a ***family member***, or ***your traveling companion,*** 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***.

SINGLE OCCUPANCY

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

CANCEL FOR ANY REASON

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

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

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

Single Occupancy: ***We*** will pay ***you***, up to the maximum shown on the schedule of benefits, for the additional cost incurred during the ***covered trip*** as a result of a change in the per person occupancy rate for ***prepaid travel arrangements*** if a person booked to share accommodations with ***you*** has his or her ***covered trip*** delayed, canceled, or interrupted for a covered reason and ***you*** do not cancel ***your covered trip***.

TRIP INTERRUPTION

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

Health and Family

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

Transportation and Accommodation

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

Weather

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

Personal Safety and Security

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

Military

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

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

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

Trip Interruption Exclusions:

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

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

TRIP DELAY

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

a. ***You*** are involved in or delayed due to a traffic ***accident*** while en route to a departure. Traffic ***accident*** must be substantiated by a police report;
b. ***Common carrier*** delay;
c. ***You*** or ***your traveling companion*** have lost or had stolen, ***your*** passports, travel documents, or money;
d. ***You*** or ***your traveling companion*** are ***quarantined*** (except as the result of an ***epidemic*** or ***pandemic***);
e. ***Strike***;
f. ***Natural disaster*** at the point of departure or ***destination***;
g. ***Civil disorder***; or
h. Hijacking.

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

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

MISSED CONNECTION

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

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

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

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

BAGGAGE AND PERSONAL EFFECTS

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

We will also pay for fees incurred to ship ***your baggage*** and ***personal effects*** to ***your*** location if the lost items are recovered. 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 fifty dollars ($1,250) per item.

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

In the event of a ***loss*** to a pair or set of items, ***we*** will pay the lesser of:
a. The cost to repair or purchase the individual item(s) needed to complete the set or pair; or
b. The original purchase price of the set or pair.

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

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

Baggage and Personal Effects Exclusions:
In addition to the General Limitations and Exclusions, the following exclusions apply to the Baggage and Personal Effects benefit. No benefits will be paid for:
a. Loss of, or damage to, motor vehicles;
b. Loss of, or damage to, artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
c. Loss of, or damage to, keys, notes, securities, accounts, deeds, food stamps, bills, or other evidences of debt, money, stamps, stocks and bonds, postal or money orders, and tickets;
d. Loss of, or damage to, property shipped as freight, or shipped prior to the ***departure date***;
e. Loss of, or damage to, contraband;
f. Loss of, or damage to, items seized by any government official or customs official;
g. Damage caused by any process of repair;
h. ***Loss*** resulting from defective materials or craftsmanship;
i. Damage caused by radioactive contamination;
j. ***Loss*** resulting from mysterious disappearance;
k. ***Loss*** resulting from normal wear and tear or deterioration; or

l. Any ***loss*** that occurs on a ***covered trip*** with a ***destination*** less than one hundred (100) miles from ***your primary residence***, or on a ***covered trip*** that is not overnight in length.

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***; and
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***.

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 schedule of benefits;
g. Artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices; and
h. The cost of emergency dental treatment for accidental ***injury*** to sound natural teeth that occurs during a ***covered trip*** limited to the Maximum Limit shown in the schedule of benefits.
   Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after ***you*** have reached ***your return destination***, regardless of the reason. The treatment must be given by a ***physician*** or dentist.

We will pay a benefit to reimburse ***you*** for these expenses for all treatment related to the initial ***injury*** or ***sickness*** for thirty (30) days from the date of the first treatment during the ***covered trip***, or until the ***return date***, whichever is later. Otherwise, ***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***.

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

Advance Payment: If ***you*** require admission to a ***hospital*** during a ***covered trip*** for an ***injury*** or ***sickness***, ***we*** or ***our*** designated representative will arrange advance payment, if required by the ***hospital***, directly to the ***hospital***. ***Hospital*** confinement must be certified as ***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;
f. Mental health care; or
g. Physical therapy or occupational therapy.

EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

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

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

We will provide advance payment when required and requested by ***you***. However:
a. ***We*** reserve the right to deny a request for advance payment, if ***we*** confirm that ***your*** claim is not covered under the ***policy***; and
b. An advance payment made by ***us*** is not a guarantee of claim approval.

Emergency Evacuation and Repatriation of Remains Exclusions:
In addition to the General Limitations and Exclusions, the following exclusions apply to the Emergency Evacuation and Repatriation of Remains Benefit. No benefits will be paid for any ***loss*** for, caused by, or resulting from:
a. ***Transportation*** taken against the advice of the attending ***physician***;
b. Intentionally self-inflicted ***injury***, suicide, or attempted suicide by ***you***;
c. ***You*** or the ***traveling companion*** are traveling for the purpose of securing medical treatment;
d. ***Normal pregnancy or childbirth***, or elective abortion. However, ***unforeseen complications of pregnancy*** are not excluded;
e. ***Your*** participation in ***extreme activities*** or ***dangerous activities***, except as a spectator;
f. ***Your mental, nervous or psychological disorder***;
g. Expenses incurred by any ***child*** born during the ***covered trip***; or
h. Any ***loss*** that occurs on a ***covered trip*** with a ***destination*** less than one hundred (100) miles from ***your primary residence*** or to another residence of ***you*** or the ***traveling companion***, or on a ***covered trip*** that is not at least overnight in length.

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***.

ACCIDENTAL DEATH AND DISMEMBERMENT

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

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

TABLE OF LOSSES

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

Loss with regard to:

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

EXPOSURE

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

DISAPPEARANCE

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

Accidental Death and Dismemberment Exclusions:

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

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

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 two hundred fifty dollars ($250) will apply.

Rental Vehicle Damage Coverage Proof of Loss
You must provide ***us*** or ***our*** authorized representative with the following:
a. A copy of the rental contract;
b. A police, ***accident***, or incident report which provides details of the event;
c. A copy of the repair estimate or invoice;
d. Pictures of the ***rented vehicle*** damage, including ***accident*** scene photos, if available; and
e. Proof of any payments made to the rental agency for the damage.

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

Termination Date
Rental Vehicle Damage coverage will end the earlier of:
a. The vehicle's return to the rental agency; or
b. 11:59 P.M. on the ***rental return date***.

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

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

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

Rented vehicle means a vehicle rented or leased by ***you*** for three hundred sixty-four (364) days or less, and for which a ***rented vehicle agreement*** is signed by ***you***. ***Rented vehicle*** also includes a standard motorized golf cart.

PET RETURN

We will reimburse ***you***, up to the maximum amount shown in the schedule of benefits to return any of ***your pets*** who accompanied ***you*** on the ***covered trip*** to ***your primary residence*** in the United States if ***you*** are unable to travel due to a covered ***sickness*** or ***injury***. Expenses include the cost of an ***attendant***, if necessary. Please note: Arrangements must be pre-authorized by ***us*** or ***our*** authorized representative in advance.

PET MEDICAL EXPENSE

We will pay, up to the maximum amount shown in the schedule of benefits after satisfaction of the ***deductible*** for ***reasonable and customary charges*** if ***your pet*** or ***service animal*** suffers a ***sickness*** or ***injury*** while on a ***covered trip*** that requires him or her to be treated by a veterinarian. The ***injury*** must first occur or the ***sickness*** must first begin while on a ***covered trip***, while covered under this ***policy***.

Benefit amounts provided are an aggregate limit for all ***pets*** accompanying ***you*** and are not provided per ***pet***.

VACATION RENTAL DAMAGE

We will reimburse ***you***, up to the maximum amount shown in the schedule of benefits, the lesser of the cost of repairs or the ***actual cash value*** of the property or the cost to replace the property if ***you*** occupy a ***rental property*** and ***you*** damage the ***real or personal property*** assigned to that ***rental property*** during the ***covered trip***. The ***property management company*** of such ***rental property*** must have made formal written demand to ***you*** for ***loss*** or damage to such ***rental property*** or its contents. Coverage is provided to ***you*** and all ***traveling companions*** occupying the ***rental property*** during the ***covered trip*** provided ***you*** are listed on the rental agreement.

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

Exclusions

In addition to the General Limitations and Exclusions, the following exclusions apply to the Vacation Rental Damage coverage. This benefit will not cover any ***loss*** for, caused by, or resulting from:

a. ***Natural disaster***;
b. ***Your*** intentional acts;
c. Gross negligence, willful and wanton conduct by ***you***;
d. Normal wear and tear of the ***real or personal property***;
e. Loss of use of the ***rental property***;
f. Theft or damage to any property owned by or brought by ***you*** onto the ***rental property*** premises;
g. Theft without a valid police report;
h. Damage caused by someone other than ***you*** or ***your traveling companion***, unless a police report is filed (damage caused by a ***pet*** is not excluded);
i. Damage to a ***rental property*** if the number of persons occupying the property exceeds the ***rental property's*** occupancy limit; or
j. Any cause, if ***you*** do not report the ***loss*** or damage to the staff of the ***rental property*** by the check-out date.

SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following provisions apply to Vacation Rental Damage:

Claims: All damage for which a claim may be made under this coverage must be reported to the ***property management company*** no later than five (5) days of the stay check-out date. Only those damages/***losses*** reported on the original claim submission will be reviewed. ***We*** or ***our*** designated representative will have the sole authority to determine the extent of repairs or replacement necessary.

You must agree to give ***us*** permission to pay the ***property management company*** directly on ***your*** behalf, if ***you*** have not already, directly paid.

Claim Procedures: Notice of Claim: The claim form must be submitted by the participating rental agency to ***us*** or ***our*** designated representative within thirty (30) days of discovery of the damage. All original documents received become the property of ***us*** or ***our*** designated representative.

Proof of Loss: The ***property management company*** must provide ***us*** or ***our*** designated representative the original documentation of the damage and proof of the cost for replacement and/or repair within thirty (30) days of the initial filing. The ***property management company*** must provide details of how the damage occurred and steps taken to reduce and/or repair the damage.

Payment of Claims: When Paid: Claims will be paid to the ***property management company*** as soon as ***we*** or ***our*** designated representative receive complete proof of ***loss***.

Subrogation and Right of Recovery: As a condition to receiving Vacation Rental Damage benefits, ***you***, (or, if ***you*** are deceased, ***your*** authorized representative) the ***property management company*** or the person to whom payment was made, agrees, except as may be limited or prohibited by applicable law:

a. To reimburse ***us*** for any such benefits paid to or on ***your*** behalf or such other person, if such benefits are recovered, in any form, from any third party or coverage; and
b. That ***we*** are subrogated, for the purpose of ***our*** recovery of any such benefits paid to or on ***your*** behalf or such other person, to any and all claims, causes of action or rights that he or she has or that may arise against any third party who has or may have caused, contributed to or aggravated the condition for which the ***property management company*** claims an entitlement to benefits, and to any claims, causes of action or rights he or she may have against any coverage for the condition for which the ***property management company*** claims an entitlement to benefits.

We will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on ***your*** behalf or such other person against any third party or coverage.

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***, or ***traveling companion*** or ***business partner*** while sane or insane;
b. War (whether declared or not) or act of war, participation in a ***civil disorder***, riot, insurrection or unrest (unless specifically covered herein);
c. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms;
e. Being under the influence of drugs or narcotics, unless administered upon the advice of a ***physician*** as prescribed; or
f. Intoxication above the legal limit at ***your*** location at the time of ***loss***; or
g. Commission or the attempt to commit a criminal act by ***you***, ***your traveling companion***, or ***your family member***, whether insured or not;
h. The following activities are excluded:
    1. Participation in professional athletic events, motor sport, or motor racing, including training or practice for the same; sky diving, parachuting, hang gliding, bungee cord jumping, heliskiing, spelunking; 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 forty (40) meters or one hundred thirty-one (131) feet or more);
i. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
j. Any treatment or medication which, at the time of departure, is required to be continued during the ***covered trip***;
k. ***Normal pregnancy or childbirth***, or elective abortion. However, ***unforeseen complications of pregnancy*** are not excluded;
l. Traveling for the purpose of securing medical treatment;
m. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
n. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
o. Accidental ***injury*** or ***sickness*** when traveling against the advice of a ***physician***;
p. Care or treatment which is not ***medically necessary***, except for related reconstructive surgery resulting from trauma, infection or disease;
q. Any ***loss***, condition, or event that was known, foreseeable, intended, or expected when ***your policy*** was purchased;
r. Any failure of a provider of travel related services (including any ***travel supplier***) to provide the bargained- for travel services or to refund money due ***you***;

s. ***Your*** participation in ***civil disorder***, riot or a felony;
t. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly covered under Trip Cancellation coverage or Trip Interruption coverage;
u. ***Pandemic*** or ***epidemic***;
v. ***Your*** failure to derive pleasure in, or benefit from, or profit from ***your covered trip***;
w. Payments made for this ***policy*** and any other insurance;
x. ***Travel supplier*** restrictions on any ***baggage***, including medical supplies and equipment;
y. If ***your*** tickets do not contain specific travel dates (open tickets); or
z. A diagnosed ***sickness*** from which no recovery is expected and which only palliative treatment is provided and which carries a prognosis of death within six (6) months of ***your effective date***.
aa. Any ***loss*** or expense incurred as the result of a ***pre-existing medical condition***.

PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

We will waive the ***pre-existing medical condition*** exclusion if the following conditions are met:
a. This plan is purchased within fifteen (15) days of ***initial trip payment***;
b. The amount of coverage purchased equals all ***prepaid*** nonrefundable ***payments or deposits*** applicable to the ***trip*** at the time of purchase and the costs of any subsequent arrangements added to the same ***trip*** are insured within fifteen (15) days of ***initial trip payment*** for any subsequent ***trip*** arrangements;
c. All ***insureds*** are medically able to travel when this plan cost is paid; and
d. The ***trip cost*** does not exceed twenty thousand dollars ($20,000), per person.

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.

Torben Ostergaard

Torben Ostergaard
President and Chief Executive Officer

Juliette Song

Juliette Song
Secretary

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

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

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. 3rd Street
Little Rock, Arkansas 72201-1904

Telephone: 800-852-5494 or 501-371-2640

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 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.

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 (1) 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

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 clam 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 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 Fees 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*** 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 (1) 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 (1) 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

KANSAS 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:

THIS IS A LIMITED POLICY – PLEASE READ IT CAREFULLY.

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 delivery 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 definitions of ***Actual cash value***, ***Family member***, ***Reasonable and customary*** or ***reasonable and customary charges*** and ***Spouse*** are replaced by the following:

Actual cash value means the amount which it would cost to repair or replace damaged property with material of like kind and quality, less allowance for physical deterioration and depreciation.

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

a. ***Spouse*** or civil union 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 civil union partner of any of the above.

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

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.

Reasonable and customary or ***reasonable and customary charges*** are collected and developed by Broadspire Services, Inc. from a statistically valid sample which:

a. Equitably recognizes geographic variations;
b. Is produced at least every six (6) months; and
c. Is collected on the basis of the most current codes and nomenclature developed and maintained by recognized authorities.

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

IV. **SECTION I. DEFINITIONS**, the definition of ***Domestic partner*** is deleted.

V. **SECTION II. GENERAL PROVISIONS**, the **Legal Action, Insurance with Other Insurers**, **Concealment or Fraud** 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.

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. The provisions of this paragraph shall not apply to any individual policy of accident and sickness insurance as defined in K.S.A. 40-2201, and amendments thereto.

Concealment or Fraud: ***Your*** coverage shall be void if, whether before or after a ***loss***, ***you*** commit fraud: For the purpose of this provision, fraud means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Arbitration: After a dispute has arisen, an appraisal or arbitration may take place if ***you*** and ***we*** fail to agree on the amount of the loss. However, an appraisal or arbitration will take place only if both ***you*** and ***we*** agree, voluntarily, to have the loss appraised or arbitrated.

VI. The following provisions are added to **SECTION II. GENERAL PROVISIONS**:

Cancellation by *you*: *You* may cancel this ***policy*** at any time by written notice delivered or mailed to ***us***, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation or ***your*** death, ***we*** will promptly return the unearned portion of any premium paid. The earned premium shall be computed on a pro rata basis. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

Time Limit on Certain Defenses.

a. After two (2) years from the date of issue of this ***policy***, no misstatements, except fraudulent misstatement, made by the applicant in the application for this ***policy*** shall be used to void the ***policy*** or to deny a claim for ***loss*** incurred after the expiration of such two (2) year period.
b. No claim for ***loss*** incurred after one hundred eighty (180) days from the date of issue of this ***policy*** shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of ***loss*** has existed within one hundred eighty (180) days prior to the effective date of this ***policy***.

VII. **SECTION II. GENERAL PROVISIONS**, the **Excess Insurance Limitation** provision is deleted.

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

This section does not apply to covered expenses for Medical, Surgical, Hospital or Dental treatment or Repatriation of Remains

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

Payment of Claims: When Paid: ***We***, or ***our*** designated representative, will pay the claim within thirty (30) days after receipt of acceptable proof of ***loss***. For Medical, Surgical, Hospital, or Dental treatment and Reparation of Remains, all benefits payable under this ***policy*** will be paid immediately upon ***our*** receipt of due written 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 the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required. 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***.

X. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Settlement of Loss** and **Payment of Claims: When Paid** provisions applicable to Vacation Rental Damage are deleted.

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

In the event of errors related to ***your*** coverage, ***we*** have the right to correct benefit payments that are made in error. ***You*** and/or ***your*** providers have the responsibility to return any overpayments to ***us***. ***We*** have the responsibility to make additional payments if any underpayments have been made.

This section does not apply to covered expenses for Medical, Surgical, Hospital or Dental treatment or Repatriation of Remains.

XII. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusions d. and k. are replaced by the following**:**

d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms. This exclusion applies only to Trip Cancellation Coverage and Trip Interruption Coverage;

k. ***Normal pregnancy or childbirth***, or elective abortion. However, ***unforeseen complications of pregnancy*** are not excluded. Pregnancy and childbirth coverage will be provided for an additional required premium as a rider upon request;

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 Fees 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, Emergency Transportation Coverage and Emergency Medical/Dental Coverage;

All other provisions of the Policy apply.

SPINNAKER INSURANCE COMPANY

MAINE 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 ***Actual cash value***, ***Hospital***, ***Injury or injured***, ***Medically necessary*** and ***Sickness*** are replaced by the following:

Actual cash value means replacement cost of an insured item of property at the time of ***loss***, less the value of physical depreciation as to the item damaged. For the purpose of this definition, physical depreciation means a value as determined according to standard business practices.

Hospital means a facility that:

a. Is an institution licensed to operate as a ***hospital*** pursuant to the laws of the jurisdiction in which it operates;
b. Is primarily and continuously engaged in providing or operating (either on its premises or in facilities available to the ***hospital*** on a prearranged basis and under the supervision of a staff of licensed ***physicians***) medical, diagnostic and major surgical facilities for the medical care and treatment of sick or ***injured*** persons on an in-patient basis for which a charge is made; and
c. Provides twenty-four (24) hour nursing service by or under the supervision of registered nurses (R.N.'s).

A ***hospital*** does not include:

a. Convalescent homes or convalescent, rest, or nursing facilities;
b. Facilities affording primarily custodial, educational, or rehabilitory care;
c. Facilities for the aged, drug addicts or alcoholics; or
d. Any military or veteran's ***hospital***, a soldiers' home, or any ***hospital*** contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability for the patient exists for charges made to the individual for the services.

Injury or ***injured*** means an accidental bodily ***injury*** sustained by ***you*** that is the direct cause of the condition for which benefits are provided by this ***policy*** and that occurs while on a ***covered trip***.

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

Sickness means an illness or disease of an ***insured***.

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

Arbitration: Upon mutual agreement, ***we*** and one (1) 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. Local rules of law as to evidence and procedures and 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.

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. ***We*** will pay a pro rata share of ***your*** attorney's fees incurred in obtaining recovery from another source.

III. The following is added to **SECTION II. GENERAL PROVISIONS**:

Post Judgment Interest: Any post judgment interest for a claim brought against ***us*** will be paid outside the ***policy*** limits and in accordance with Maine law.

IV. **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 following 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***.

Vacation Rental Damage coverage will end on the earlier of:
a. The normal check-out time on ***your*** scheduled check-out date from the ***rental property***; or
b. The date and time ***you*** actually check out from the ***rental property***.

All other coverages end on the 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.

Policy Cancellation: In Maine, ***we*** may cancel for the following reasons:

a. Nonpayment of premium;
b. Fraud or material misrepresentation made by or with ***your*** knowledge in obtaining the ***policy***, continuing the ***policy*** or in presenting a claim under the ***policy***;
c. Substantial change in the risk which increases the risk of ***loss*** after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
d. Failure to comply with reasonable ***loss*** control recommendations; or
e. Substantial breach of contractual duties, conditions or warranties;

However, it is agreed that ***we*** will only cancel for non-payment of premiums.

V. **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 as soon as, but not later than 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 immediately, but not later than 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

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 (1) 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
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 1-888-221-7742.

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 ARBITATION.

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 Examination~~s~~: ***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

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 replacedby 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 (1) 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**, **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 andevery 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

NEVADA 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 ***Domestic partner*** and ***Pre-existing medical condition*** are replaced by the following:

Domestic partner means a person who has registered a valid domestic partnership and has not terminated that domestic partnership. To be eligible to register a domestic partnership, two (2) persons must furnish proof satisfactory to the Nevada Secretary of State that:

a. both persons have a common residence;
b. neither person is married or a member of another domestic partnership;
c. the two (2) persons are not related by blood in a way that would prevent them from being married to each other in Nevada;
d. both persons are at least eighteen (18) years of age; and
e. both persons are competent to consent to the domestic partnership.

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 the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan: medical advice, diagnosis, care, or treatment was recommended by or received from a ***physician***.

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

Arbitration: Upon mutual agreement, ***we*** and one (1) 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. 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.

IV. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, 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 immediately 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***.

V. 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.

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

g. Commission or the attempt to commit a criminal act by ***you***, ***your traveling companion***, or ***your family member***, whether insured or not. This exclusion will not apply to deny payment to a victim of domestic violence, or an innocent coinsured who is not convicted of the criminal act that resulted in ***loss***;

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

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 (1) of the persons as a primary beneficiary in the other person's will;
    4. designation of one (1) 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 (2) persons who are each sixty-two (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 eighteen (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 one hundred eighty (180) days prior to the filing of the current affidavit of domestic partnership, except that this prohibition shall not apply if one (1) 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

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 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. 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 (1) 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, and Accidental Death and Dismemberment benefits.

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, and Accidental Death and Dismemberment: 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 (1) year after the date of ***loss*** or as soon as reasonably possible. All claims require ***you*** to provide ***us*** or ***our*** designated representative with the following:

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

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 (1) year after the date of ***loss*** or as soon as reasonably possible. All claims require ***you*** to provide ***us*** or ***our*** designated representative with the following:

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

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

   The right to Subrogation does not apply to Travel Medical Expense, Emergency Evacuation and Repatriation of Remains, and Accidental Death and Dismemberment benefits.

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 (1) 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***.

Vacation Rental Damage coverage will end on the earlier of:
a. The normal check-out time on ***your*** scheduled check-out date from the ***rental property***; or
b. The date and time ***you*** actually check out from the ***rental property***.

All other coverages end on the 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.

VI. **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 isdeclared 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 ordinarilyprudent 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 1-888-221-7742 toll-free.

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 (1) 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

UTAH 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 ***Accident***, ***Complications of pregnancy***, ***Felonious assault***, ***Hospital***, ***Injury or injured***, ***Loss***, ***Medically necessary***, ***Mental, nervous or psychological disorder***, ***Physician***, and ***Pre-existing medical condition*** are replaced by the following:

Accident means a sudden, unexpected, 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.

Complications of pregnancy means diseases or conditions the diagnosis of which are distinct from pregnancy but are adversely affected by pregnancy and are not associated with a normal pregnancy. These conditions include:

a. Acute nephritis;
b. Nephrosis;
c. Cardiac decompensation;
d. Puerperal infection;
e. Eclampsia and pre-eclampsia;
f. Ectopic pregnancy which is terminated;
g. Spontaneous termination of pregnancy when a viable birth is not possible; and
h. Toxemia.

Complications of pregnancy does not include false labor, occasional spotting, doctor prescribed rest during the period of pregnancy, morning sickness, and conditions of comparable severity associated with management of a difficult pregnancy.

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

Hospital means a facility that is licensed and operating within the scope of such license.

Injury or ***injured*** means an accidental bodily ***injury*** that is the direct cause of the condition for which benefits are provided, independent of disease or bodily infirmity or any other causes and that occurs while this ***policy*** is in force.

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

Medically necessary means:

a. Health care services or products that a prudent health care professional would provide to a patient for the purpose of preventing, diagnosing or treating a ***sickness***, ***injury***, disease or its symptoms in a manner that is:
   (i) In accordance with generally accepted standards of medical practice in the United States;
   (ii) Clinically appropriate in terms of type, frequency, extent, site, and duration;
   (iii) Not primarily for the convenience of the patient, ***physician***, or other health care provider; and
   (iv) Covered under the contract;
b. When a medical question-of-fact exists, medical necessity shall include the most appropriate available supply or level of service for the individual in question, considering potential benefits and harms to the individual, and known to be effective.
   (i) For interventions not yet in widespread use, the effectiveness shall be based on scientific evidence.
   (ii) For established interventions, the effectiveness shall be based on: (1) scientific evidence; (2) professional standards; and (3) expert opinion.

Mental, nervous or psychological disorder means neurosis, psychoneurosis, psychosis, or any other mental or emotional disease or disorder which does not have a demonstrable organic cause.

Physician means a duly licensed practitioner of the healing arts acting within the scope of his/her license. The treating ***physician*** cannot be ***you***, ***your traveling companion***, or a ***family member***.

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. Symptoms existed which would cause an ordinarily prudent person to seek diagnosis, care or treatment, or;
b. A condition for which medical advice or treatment was recommended by or received from a ***physician***.

Coverage will be provided for a Pre-Existing Condition after the ***policy*** has been in effect for one hundred eighty (180) days.

II. 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.

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

Arbitration: ***We*** and one (1) or more ***insured(s)*** with respect to the rights of such ***insured(s)*** under this ***policy*** shall be submitted to binding arbitration 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 V. CLAIMS PROCEDURES AND PAYMENT**, the **Payment of Claims: When Paid, Notice of Claim**, **Proof of Loss, Settlement of Loss**, **Benefit to Bailee**, **Claim Procedures: Notice of Claim** and **Proof 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***.

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. Failure to give such notice of claim within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give notice within such time and notice of claim is provided as soon as reasonably possible.

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. Failure to give notice or file proof of loss as required herein does not bar recovery under the ***policy*** if ***we*** fail to show ***we*** were prejudiced by the failure. All claims under this ***policy*** must be submitted to ***us*** or ***our*** designated representative no later than one (1) year after the date of ***loss*** or as soon as reasonably possible. All claims require ***you*** to provide ***us*** or ***our*** designated representative with the following:

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

Settlement of Loss: Claims for damage and/or destruction shall be paid 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***.

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

Claim Procedures: Notice of Claim: The claim form must be submitted by the participating rental agency to ***us*** or ***our*** designated representative within thirty (30) days of discovery of the damage. All original documents received become the property of ***us*** or ***our*** designated representative. Failure to give such notice of claim within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give notice within such time and notice of claim is provided as soon as reasonably possible.

Proof of Loss: The ***property management company*** must provide ***us*** or ***our*** designated representative the original documentation of the damage and proof of the cost for replacement and/or repair within thirty (30) days of the initial filing. 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. Failure to give notice or file proof of loss as required herein does not bar recovery under the ***policy*** if ***we*** fail to show ***we*** were prejudiced by the failure. The ***property management company*** must provide details of how the damage occurred and steps taken to reduce and/or repair the damage.

V. 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.

VI. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusions f., g., h., m., and s. are replaced by the following**:**

f. Intoxication above the legal limit at ***your*** location at the time of ***loss*** to the extent the illegal activity is the direct cause of the ***loss***; or
g. Voluntary participation in the commission or the attempt to commit a criminal act by ***you***, ***your traveling companion***, or ***your family member***, whether insured or not;
h. The following activities are excluded:
    1. Operating or learning to operate any aircraft, as student, pilot, or crew;
    2. Air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
m. Directly, 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;
s. ***Your*** voluntary participation in ***civil disorder***, riot or a felony;

All other provisions of the Policy apply.

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
1 Plunkemin Way
Bedminster, NJ 07921

1-888-221-7742 toll-free

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
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

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 definitions 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 (1) 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.

V. **SECTION V. CLAIMS PROCEDURES AND PAYMENT,** the **Claims** and **Payment of Claims: When Paid** applicable to Vacation Rental Damage are replaced by the following:

Claims: All damage for which a claim may be made under this coverage must be reported to the ***property management company*** no later than five (5) days of the ***stay*** check-out date. Only those damages/***losses*** reported on the original claim submission will be reviewed. ***We*** or ***our*** designated representative will have the sole authority to determine the extent of repairs or replacement necessary.

Payment of Claims: When Paid: With ***your*** authorization, claims will be paid directly to the ***property management company*** as soon as ***we*** or ***our*** designated representative receive complete proof of ***loss***.

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 **Arbitration**, **Payment of Arbitration Fees and Costs,** and **Location** provisions are replaced by the following:

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

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 (1) 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 fifteen (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

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
1 Plunkemin Way
Bedminster, NJ 07921

1-888-221-7742 toll-free

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

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

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

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

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 (1) 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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a hippo company

Spinnaker Privacy Notice

Last Updated: June 1, 2026

Hippo Holdings Inc. and certain of its subsidiaries including Spinnaker Insurance Company; Spinnaker Specialty Insurance Company; Hippo Analytics Inc. (dba Hippo Insurance Services); YourHaus Inc. (dba Hippo Home Care) ("Hippo Home Care"); Hippo Plus Insurance Services Inc.; Riverhorse Insurance Services, LLC; Masthead Claims Administration Inc.; and Wingsail Insurance Company (collectively, "**Hippo**," "**we**," "**our**" and "**us**") respect your privacy and are committed to protecting it. At Hippo, we want you to feel as comfortable as possible when using our Services.

This Privacy Notice describes the personal information we collect about you, how we use this personal information and the choices you have regarding such use, and other important information regarding our privacy practices.

This Privacy Notice applies to personal information collected through:

- our websites, mobile apps, and API applications;
- any other online products and services that display or link to this Privacy Notice;
- our call center agents and service representatives;
- offline interactions, including through live, virtual, or other events;
- cookies and similar technologies (as described below); and
- information obtained from third parties.

Collectively, these are the **"Services."**

The Services are controlled and operated by us from the United States and are not intended to subject us to the laws and jurisdictions of any state, country, or territory other than those of the United States. This Privacy Notice applies to all Hippo websites and Services.

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

In addition, we are not responsible for the information collection, use, disclosure, or security policies or practices of other organizations, such as Apple, Google, Meta, Microsoft, or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider, or device manufacturer, including with respect to any personal information you disclose to other organizations through or in connection with our mobile applications or our social media pages.

1. What Personal Information We Collect.

Depending on how you interact with us, our websites and mobile applications, our Services and, in some instances, our business partners, we may collect the following categories of personal information about you:

- Identifiers, such as real name, alias, unique personal identifier, online identifier, Internet Protocol address, account name, driver's license number, passport number, or other similar identifiers;
- Contact information, such as postal address, residential property address, email address, or phone number;
- Demographic information, such as race, gender, physical or mental disability, age, marital status, veteran or military status, and religion;
- Information that identifies, relates to, describes, or is capable of being associated with, a particular individual, such as signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information;
- Consumer history information, such as records of personal property, Services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies;
- Property information, such as property condition, claims history, lender information, events or circumstances that may have impacted your property, recommended or provided repairs or other services, inspection reports, information about home checkups or reviews, information about warranties or service contracts, information pertaining to the activation or maintenance of a smart home or Internet of Things ("IoT") device (including monitoring services), and subscriptions to home maintenance or security services;
- Biometric information, such as your voiceprint when you call our call centers;
- Internet or other electronic network activity information, such as browsing history, search history, and information regarding your interaction with an internet website, application, or advertisement;
- Geolocation data, such as information used to identify your physical location, including geolocation data collected in connection with your use of our Services;
- Audio, electronic, visual, thermal, olfactory, or similar information;
- Professional or employment-related information (including education), such as information collected from job applications, transcripts, and resumes;
- Inferences, such as those drawn from any of the information we collect to create a profile about you reflecting your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
- Sensitive Personal Information.

We may collect sensitive personal information in the course of providing our Services, including biometric information, government identification numbers, financial account credentials, precise geolocation, and other categories described in the 'Additional Information for California Residents' section below. Unless specifically requested, we ask that you not send us, and you not disclose to us, any sensitive personal information (e.g., information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background).

2. How We Collect Personal Information

We may collect personal information directly from you through the Services we provide. This may include information you provide us when you ask a question, email us or modify your account, conduct transactions, request a quote, begin or complete a form, modify your coverage, inquire about the status of a claim, pay your bill, contact customer support, use tools and calculators, respond to a survey, provide feedback or a complaint, or apply for a job.

We may also collect personal information indirectly from you through the use of our Services. For example, from third parties, such as our service providers, data providers, or business partners. We also may obtain personal information about you from consumer reporting agencies or insurance support organizations as well as from commercially available sources such as data aggregators and public databases. We may obtain personal information about you from third-party providers of products and services if you use such products or services or sign up for such services as part of receiving a discount on insurance you obtain from us. If you purchase insurance through an insurance agent or agency, we may receive personal information from the agent or agency about you. In some instances, we may combine the personal information we collect about you from third parties with personal information we collect from you.

We may collect personal information through your interactions with our information technology resources. When you download, access, or use our Services, send us an email, or interact with our emails or advertisements, we automatically collect certain personal information from your device or browser. This includes information collected through technologies such as cookies, pixels, log files, web beacons, and other storage technologies. For more information, please see the "Cookies and Similar Technologies" section below.

If you participate in usage-based insurance programs, we may gather information using a sensor device or through a professional monitoring system that uses multiple devices, our smart phone app that you download, or other technology capable of recording the necessary data. For more information, please see the "Usage-Based Insurance Programs" section below.

If you submit any personal information of other people to us, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Notice.

3. How We Use Your Personal Information.

We collect and use personal information for legitimate business purposes, which may include:

- auditing;
- detecting security incidents;
- protecting against and prosecuting illegal activity (such as fraud);
- ensuring the physical safety of individuals;
- debugging, short-term transient use of personal information;
- providing and administering our Services, such as maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying your information, processing payments, conducting surveys, research and data analysis, storage, or providing similar services, directly or through our third-party service providers;
- requesting, providing, facilitating, or helping you obtain insurance quotes, products, or services from Hippo or third-party providers, including where you request information about services we are unable to provide to you directly;
- obtaining property, insurance, consumer report, or other information from third parties to verify information, pre-fill forms, evaluate eligibility,

personalize your experience, or provide, facilitate, or improve the Services;

- communicating with you;
- providing advertising and marketing services;
- undertaking internal technological research;
- verifying or maintaining the quality or safety of a service or device;
- improving a service or device;
- monitoring and improving our Services' functionality; and
- personalizing your Services experience.

We may combine the data that we collect in order to provide these functions.

We also collect and use personal information to:

- comply with our legal and regulatory obligations;
- resolve disputes;
- enforce our agreements; and
- support everyday servicing purposes.

Based on the information we collect, we may also generate additional insights or inferences about you, such as inferences regarding your preferences or habits.

If you provided your information for a job application, we may use that information for human resources, job placement, qualification, or other related purposes.

Artificial Intelligence. We or our service providers may use artificial intelligence, machine learning, foundation models, and other automated tools ("AI") to provide, support, improve, and enhance our Services and business operations, including by processing personal information through AI-powered tools for the purposes described in this Privacy Notice. We use these technologies consistent with this Privacy Notice and applicable law.

We may also use your personal information for other purposes if disclosed to you at the time we collect your information.

4. Who We Disclose Your Personal Information To and Why.

We may disclose your information to the following persons or entities or in the following circumstances, among others:

- When we have your consent or at your direction;
- To perform or provide the Services you requested;
- With a parent, subsidiary, or affiliate entity within the Hippo corporate family, as permitted by applicable law;

- With third parties that play a role in an insurance, mortgage, escrow, claim, or other transaction, such as insurance companies, lenders, mortgagees, mortgage servicers, escrow agents, payment vendors, inspection companies, loss control companies, claims adjusters and other claims-related companies, contractors, investigators, attorneys, and other third parties who provide services relating to your policy, claim, transaction, or a service that we offer;
- With participating insurance support organizations (information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons), reinsurance companies, and regulators;
- With our authorized agents and brokers who sell or facilitate the sale of our Services;
- With advertising exchanges and lead generation partners to connect you with third-party providers, including when you request information about services we are unable to provide to you directly;
- With our vendors, as needed to perform their functions;
- With third parties to provide you with a product or service, as permitted by law;
- With consumer reporting agencies;
- With governmental, law enforcement, regulatory, or legal authorities if required by law or legal process;
- When we believe such sharing is necessary, such as to protect the rights, property, life, security, or safety of Hippo or others; and
- In the case of a corporate transaction, such as a merger, acquisition, divestiture, restructuring, reorganization, dissolution, sale, or transfer of some or all of our assets.

If you participate in usage-based insurance programs, we may share your information with providers of these third-party products and services in order for you to receive the products and services. When we share your information with these providers, Hippo may receive information related to such products and services, including, without limitation, whether you have (a) signed up for a product or service, (b) activated, and maintained the activation of, a smart home or IoT device or other risk mitigation service, or (c) a warranty. The smart home and IoT devices are not Hippo devices and the information collected in connection with your use of such devices or services received are also governed by the privacy notices of the third-party providers. We encourage you to review these parties' privacy notices for further information.

We may limit disclosure of your personal information where appropriate. We may also aggregate data or deidentify information about you, such as usage statistics, online traffic patterns, and user feedback. This aggregated or deidentified information is not personal information. In addition to using this information for the purposes discussed in this Privacy Notice, we may disclose this aggregated or other deidentified information to third parties without restriction.

5. Additional Information for California Residents Only

California's generally applicable privacy law does not apply to personal information we receive, generate, or obtain in connection with providing financial products or services to you for personal or household uses. For more information on how we collect and use your personal information when providing financial services, please see the "Your Privacy Rights" section below. Other exceptions and limitations may also apply as permitted by law.

The personal information we collect about you includes information within the categories below. These categories are defined by California law and represent the categories of personal information that we have collected about California residents and how they have been shared over the past 12 months. We do not necessarily collect all information listed in a particular category, nor do we collect all categories of information for all individuals.

We have shared information in each of the following categories with our affiliates and service providers for our business purposes within the last 12 months. We may receive requests for information from regulatory authorities, our auditors and/or our legal advisors. If requested by such parties, we share your personal information as appropriate.

Some of the ways we disclose personal information for advertising, analytics, or marketing purposes may be considered a "sale" of personal information or "sharing" of personal information for cross-context behavioral advertising under California law. You may have the right to opt out of such sale or sharing as described below.

Category	Source	Purpose
Identifiers, such as real name, alias, postal address, residential property address, date of birth, unique personal identifier, online identifier, Internet Protocol address, email address, account name, driver's license number, passport number, or other similar identifiers.	You, data brokers, marketing service providers, publicly available databases, government databases, data aggregators, social media networks, credit or consumer reporting companies, affiliates, subsidiaries, agents or other producers, financial service providers, and other service providers.	Respond to questions, requests, complaints, social media messages, and emails; track applications; provide customer service; market and provide Services to you; set up, manage accounts; conduct website or other surveys; verify your identity; regulatory reporting; and update our records.
Other Information About You or information that identifies, relates to, describes, or is capable of being associated with a particular individual, such as signature, physical characteristics or description, telephone number, date of birth, insurance policy number, credit rating, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.	You, data brokers, marketing service providers, publicly available databases, government databases, data aggregators, social media networks, credit or consumer reporting companies, affiliates, subsidiaries, agents or other producers, financial service providers, and other service providers.	Respond to questions, requests, social media messages, and emails; track applications; provide customer service; market and provide Services to you; set up, manage accounts; conduct website or other surveys; verify your identity; regulatory reporting; and update our records.
Characteristics of protected classifications under California or federal law, such as race, gender, physical or mental disability, marital status, veteran or military status, and religion.	You or from service providers, such as credit reporting agencies.	Provide Services to you.

Category	Source	Purpose
Commercial information, such as records of personal property, property characteristics, property type, roof type, year built, insurance status, Services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	You, affiliates, subsidiaries, agents or other producers, insurance support organizations, credit or consumer reporting agencies, governmental or other public entities, publicly available databases, data providers, data aggregators, financial service providers, and other service providers.	Service your account, including marketing Services to you; process your transactions; personalize the Services; send you messages about Services that may be of interest to you; process refund requests; and support fraud prevention, security, and compliance purposes.
Biometric information, such as voiceprints or similar voice-based identifiers used for authentication, fraud detection, or security purposes.	You when you call our call centers.	Authenticate callers; detect security incidents; prevent, detect, and investigate fraud or other unlawful activity; protect the security of our Services; and verify or maintain the quality and safety of our Services.
Internet or other electronic network activity information, such as browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement**.**	You directly or from your use of our Services.	Personalize your experience, recognize your browser or device for repeat visits, remember your preferences and interactions, conduct Services analysis, conduct research and analytics, develop our Services, respond to questions, requests, and emails, provide Services to you, manage and service accounts, recognize visitors' computers and devices, for information security and confidentiality purposes, collect information about usage of our Services and email responses, log activity on our Services, market Services to you, manage our online advertising and the effectiveness of our advertisements, to determine what pages or features are popular, and to determine where our Services could be improved, conduct website and other surveys.
Geolocation data, such as information used to identify your physical location, including geolocation data collected in connection with your use of our Services**.**	Your use of our Services.	Conduct analysis of our Services, for development, to provide you with geographically relevant information, for other legal purposes, and for the provision of Services.
Sensory Data, including audio, electronic, visual, thermal, olfactory, or similar information.	When you call our customer service call center.	Improve our Services, quality assurance, analytics, or for security purposes.
Professional or employment-related information, such as information collected from job applications and resumes.	Your job applications or resumes or recruiters.	Establish creditworthiness, and to process job applications and offers or denials of employment.

Category	Source	Purpose
Education information, such as information collected from job applications and resumes**.**	Job applications, transcripts or resumes or recruiters.	Processing your job application and verify eligibility for an education discount.
Inferences, such as those drawn from any of the information we collect to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes**.**	Your use of our Services or from information provided by our service providers.	Market our Services to you, to improve business decisions, analyze customer trends and satisfaction, and offer personalized Services or communications.

We also collect the below categories of sensitive personal information, as defined under California law, to the extent permissible under applicable law. Not all categories are collected for all individuals or in all contexts.

Category	Source	Purpose
Social security, driver's license, state identification card, passport number, or other government identification number.	You, your use of our Services, credit or consumer reporting companies, affiliates, subsidiaries, agents or other producers, or financial or other service providers.	Maintain or service accounts; provide customer service; process and provide Services; process payments; verify customer information; comply with legal and regulatory obligations; provide information security; protect against fraud; and verify or maintain the quality or safety of our Services.
Account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account, to the extent collected.	You, your use of our Services, credit or consumer reporting companies, affiliates, subsidiaries, agents or other producers, or financial or other service providers.	Maintain or service accounts; process payments and transactions; provide customer service; verify customer information; provide information security; protect against fraud or unauthorized activity; and comply with legal and regulatory obligations.
Precise geolocation.	Your use of our Services or your device settings, where enabled.	Provide, personalize, secure, and improve the Services; provide location-based features or information; support fraud prevention and security; and comply with legal or regulatory obligations.
Racial or ethnic origin, religious or philosophical beliefs, or union membership, to the extent collected.	You, including when you provide this information in connection with a job application or other applicable interaction.	Process job applications; comply with legal, regulatory, reporting, or recordkeeping obligations; and support diversity, equal opportunity, or other legally permitted purposes.
Biometric information for the purpose of uniquely identifying a consumer, to the extent collected.	You when you call our call centers or otherwise interact with our Services.	Authenticate callers; detect security incidents; prevent, detect, and investigate fraud or other unlawful activity; protect the security of our Services; and verify or

Category	Source	Purpose
		maintain the quality and safety of our Services.
Personal information collected and analyzed concerning a consumer's health, to the extent collected.	You, claims-related service providers, affiliates, subsidiaries, agents or other producers, or financial or other service providers.	Process and provide Services; support claims, underwriting, servicing, fraud prevention, legal, regulatory, and compliance purposes; provide customer service; and maintain or service accounts
Sexual orientation or other personal information concerning a consumer's sex life, to the extent collected.	You, including when you provide this information in connection with a job application, employment relationship, or other applicable interaction.	Process job applications or administer employment-related matters, where applicable; comply with legal, regulatory, reporting, or recordkeeping obligations; and support equal opportunity or other legally permitted purposes.

We do not use or disclose your sensitive personal information for purposes other than those necessary to provide the products or Services you requested from us, to protect and secure your personal information and our systems, to verify or maintain the quality or safety of our Services, or as otherwise permitted by applicable law.

Some of the ways we disclose personal information for advertising, analytics, or marketing purposes may be considered a "sale" of personal information or "sharing" of personal information for cross-context behavioral advertising under applicable privacy law. You may opt out of such sale or sharing as described in the "Your Privacy Rights" section below. In the preceding 12 months, we may have "sold" or "shared" the following categories of personal information identified in the chart above for advertising, analytics, marketing, measurement, or cross-context behavioral advertising purposes:

- Identifiers;
- Commercial information;
- Internet or other similar network activity; and
- Inferences drawn from other personal information.

We may disclose these categories of information to advertising networks and other advertising, analytics, measurement, technology, and marketing partners that help us market products, deliver targeted advertisements, measure and report on the performance of advertisements, provide customization, auditing, research, and reporting, and support advertising and marketing activities for us and other advertisers.

We do not knowingly provide information that directly identifies you, such as your name and address, to advertising networks when you interact with or view a customized advertisement. However, when you view or interact with an advertisement, the advertiser may make an assumption that you are interested in the subject matter of the advertisement.

For information on Cookies and Similar Technologies and how to opt out or modify your Cookie Settings, please see the sections on "Cookies, Pixel Tags, and Similar Technologies" and "Your Privacy Rights."

6. Your Privacy Rights.

You may, subject to applicable law, make the following requests. We may choose to extend these rights to you even if we are not required to do so under applicable law.

In general, to the extent we receive, obtain, or generate information about you in connection with providing you with a financial service or product for personal or household use within the United States, your rights with respect to that information are governed by financial and insurance privacy laws, including the Gramm-Leach-Bliley Act (GLBA). For more information about these rights, including your right to opt-out of sharing your information with third parties, please see our GLBA privacy notice at the end of this Privacy Notice.

Privacy Rights under the California Consumer Privacy Act (CCPA)

For residents of California, to the extent we have collected information about you that is not governed by the GLBA, you may have rights with respect to your personal information as described below:

- **Right to Know and Access**. You may request disclosure to you of the following information:
  - The categories and specific pieces of personal information we have collected about you;
  - The categories of sources from which such information is collected;
  - The purpose for collecting such information;
  - The categories of vendors or third parties to whom we have disclosed such information;
  - The categories of personal information we have shared with third parties for a business purpose;
  - The categories of personal information we have shared with a third party for purposes of cross-context behavioral advertising and the categories of third parties with whom the personal information was shared; and
  - Information about certain automated decision-making we made concerning you based on your personal information.

  In some instances, you may have the right to obtain a copy of your personal information in an easily understandable and portable format that you may also request be transmitted to another entity.

- **Right to Correct.** You may request that we correct inaccuracies in your personal information.
- **Right to Delete**. You may request that we delete some or all of the personal information we have about you.
- **Right to Opt-Out of Sale or Sharing**. You may request to opt out of targeted advertising, including any sale or sharing of your personal information for cross-context behavioral advertising, by using the "Do Not Sell or Share My Personal Information" link in the footer of our website. You may also set your browser or device with an opt-out preference signal, such as Global Privacy Control, to signal your request to opt out. We do not knowingly sell or share the personal information, including sensitive personal information, of minors under 16 years of age.

We do not discriminate or retaliate against you if you choose to exercise these rights, including if you are a job applicant, employee, or independent contractor.

7. Exercising Your Privacy Rights.

You or your authorized agent may exercise your privacy rights using one of the methods listed below:

- Complete a California Individual Rights Form on our portal; or
- Call us at 1-800-585-0705.

Hippo will process all opt-out preference signals, including Global Privacy Control requests, in accordance with applicable U.S. law.

Hippo will verify and respond to your request consistent with applicable law, taking into account the type and sensitivity of the personal information subject to the request. To verify your identity, we may collect information from you, including, to the extent applicable, your name, government identification number, date of birth, contact information, your account information, or answers to security questions. We will match this information against information we have previously collected about you or against information available from consumer reports to verify your identity and to respond to your request. Information collected for verification purposes will only be used for verification.

For deletion requests, you must submit a verifiable request and separately confirm that you want your personal information deleted.

If you would like to appoint an authorized agent to make a request on your behalf, and that agent is not already authorized to access your account in your profile, we require you to verify your identity with us directly before we provide any requested information to your approved agent. We must also receive a properly executed authorization form that adequately describes you, your designated agent, and the purpose of the designation. We may deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf. We may also require that you directly confirm with us that you provided the authorized agent permission to submit the request. The authorized agent must be a natural person or a business entity that is registered with the appropriate state regulatory agency to conduct business in the state they operate and must comply with the requirements of applicable laws.

8. Unsubscribe from our marketing communications.

If you no longer wish to receive marketing emails, SMS messages, or other marketing communications from us, you may unsubscribe or opt out at any time by clicking the “unsubscribe” link in the promotional emails sent to you or by contacting us using the information below in the Contact Us section contact section. Please note that even if you opt out of receiving promotional communications from us, we may continue to send you transactional, service-related, or legally required communications.

SMS Marketing Information. If you opt in to receive SMS marketing messages from Hippo, we use your mobile phone number and related SMS opt-in records for that SMS marketing program. We do not sell, share, rent, or transfer the Hippo SMS marketing opt-in list, including SMS opt-in records and SMS engagement data associated with that program, to any third party so that the third party may send its own marketing text messages to you. Your SMS opt-in is specific to Hippo.

This section applies only to information collected and used for Hippo’s SMS marketing program. Other personal information you provide or that we collect through the Services may be used and disclosed as described in other sections of this Privacy Notice, including to provide, facilitate, or help you obtain insurance quotes and related services.

You may opt out of SMS marketing at any time by replying STOP to any Hippo marketing text message. Message and data rates may apply. For help, contact us at 1-800-585-0705.

9. Data Retention.

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

In general, we aim to retain personal information only for as long as necessary and only for the reasons we collected it. The criteria used to determine our retention periods include:

- The length of time we have an ongoing relationship with you and provide services to you (for example, for as long as you have an account with us or keep using our services), and the length of time thereafter during which we may have a legitimate need to reference your personal information to address issues that may arise;
- Whether there is a legal obligation to which we are subject (for example, certain laws may require us to keep records of certain transactions for a certain period of time); and
- Whether retention is advisable in light of our legal position (such as applicable statutes of limitations, litigation, or regulatory investigations).

10. How Personal Information is Secured.

We maintain physical, technological, and administrative safeguards to protect your personal information and prevent unauthorized or accidental use, access, or loss. We limit access to personal information about you to those who have a business need for such access. Individuals who process personal information on our business partners' behalf generally may do so only in an authorized manner and are required to keep your information confidential. We have policies in place that regulate how our employees and contractors handle information about you. We limit access to our premises and to our computer networks and take steps to safeguard against unauthorized access to such premises and networks. We have procedures in place to manage any suspected data security incident and will notify you consistent with applicable legal requirements.

11. Cookies, Pixel Tags, and Similar Technologies.

Cookies. When you visit our website(s), we use so-called "cookies" to make our website(s) more user-friendly, effective, and secure. A cookie is a small piece of data sent from a website and stored in a file on your browser. Cookies may capture information about your visit that will help us improve the quality of our service. Cookies allow us to collect information such as browser type, time spent on the Services, pages visited, content you view, click on or share, the clickstream patterns and length of time spent on the websites, as well as searches you conduct, your use of chat or messaging functionality, language preferences, and other traffic data. We and our service providers use the information for security purposes, to facilitate navigation, to display information more effectively, and to personalize your experience. We also gather statistical information about use of the Services in order to continually improve their design and functionality, understand how they are used, and assist us with resolving questions regarding them. Cookies further allow us to select which of our advertisements or offers are most likely to appeal to you and display them while you are on the Website. We may also use cookies or other technologies in online advertising to track responses to our advertisements.

If you do not want information collected through the use of cookies, most browsers allow you to automatically decline cookies or be given the choice of declining or accepting a particular cookie (or cookies) from a particular website. You may also wish to refer to http://www.allaboutcookies.org/manage-cookies/index.html. If, however, you do not accept cookies, you may experience some inconvenience in your use of the Services. You also may not receive advertising or other offers from us that are relevant to your interests and needs.

Chat functionality. When you interact with a chatbot, messaging feature, or similar functionality through our Services, we may collect usage information

related to those interactions, such as the content you view, click on, share, or submit through the chat functionality.

Your use of our mobile applications. When you download and use one of our mobile applications, we and our service providers may track and collect app usage data, such as the date and time the app on your device accesses our servers and what information and files have been downloaded to the app based on your device ID.

Pixel tags. Pixel tags (also known as web beacons and clear GIFs) may be used to, among other things, track the actions of users of the Services, measure the success of our marketing campaigns, and compile statistics about usage of the Services and response rates.

Analytics. We use Google Analytics, Amplitude, and other similar analytics tools, which use cookies and similar technologies to collect and analyze information about your use of the Services and report on activities and trends. These services may also collect information regarding the use of other websites, apps, and online resources. With respect to Google Analytics, you can learn about Google's practices by going to https://policies.google.com/technologies/partner-sites and exercise the opt-out provided by Google by downloading the Google Analytics opt-out browser add-on, available at https://tools.google.com/dlpage/gaoptout. You may also review Google's Privacy Policy and Terms of Service for more information.

Invisible reCAPTCHA. We use Google's invisible reCAPTCHA application on our Services in order to protect against spam and other automated abuse.

IP Address. Your IP Address is a number that is automatically assigned to your computer by your Internet Service Provider. An IP Address may be identified and logged automatically in our server log files whenever a user accesses the Services, along with the time of the visit and the pages visited. We use IP addresses for purposes such as calculating usage levels, diagnosing server problems, administering the Services, protecting the security of the Services, and preventing fraud or other misuse. We may also derive your approximate location from your IP address.

Physical Location. We may collect the physical location of your device by, for example, using satellite, cell phone tower, or Wi-Fi signals. We may use your device's physical location to provide you with personalized location-based services and content. We may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you do, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content.

Global Privacy Control and Do Not Track. You may also set your browser or device with an opt out preference signal, such as the Global Privacy Control ("GPC"), to signal your request to opt out of the sale or sharing of personal information. We honor these requests with respect to any personal information connected to the preference signal based on the information made available by the preference signal protocol. We may not be able to tie a browser or device-based preference signal request to all personal information we have about you. We do not currently support the capability to respond to web browser "Do Not Track" signals.

You may opt out of receiving interest-based advertisements from other companies that perform interest-based advertising services who are members of the Digital Advertising Alliance (DAA) by visiting the DAA website.

Please note that when using the ad industry opt-out tools described above, you may need to execute opt-outs for each browser or device that you use. If you use industry opt-out tools, your opt out will only apply to companies who are participating in those industry organization tools. You may continue to see generic or non-targeted advertisements after opting out.

Ad Partners. Our Services may use service providers and partners to serve advertisements on our behalf on our Services and across the internet, and to

track and report on the performance of those advertisements. These service providers may include Google Ads, DoubleClick, YouTube, and others. These entities may use cookies or similar technologies to identify your device when you use our Services and interact with our electronic communications and ads, as well as when you visit other online services. Data collected and maintained by such third-party ad providers will be subject to the terms of use and privacy notices of those providers.

12. Usage-Based Insurance Programs.

We may offer usage-based insurance programs that collect information from you. We may offer programs that provide you with the ability to monitor your home with sensors that can detect smoke and carbon monoxide alarms, water leaks, and motion, or through a professional monitoring system that uses multiple devices such as cameras, water and entry sensors, or smoke detectors, while allowing you to earn discounts on your insurance premium. If you participate in these programs, we may gather information using these devices, our mobile app, or other technology capable of recording the necessary data. We then analyze this information to provide you with our Services and calculate a discount on your insurance premium in accordance with our terms. As part of our usage-based insurance programs, we may collect information about your home, such as the number and type of devices and their activation status.

Depending on the particular program, we may gather this information using your monitoring system or mobile app or from the vendor. We may use this information to provide you with personalized feedback, evaluate risk, calculate your insurance premium, develop or improve Services, in accordance with our terms, or as otherwise permitted by law. We may also use and share this information in accordance with our Privacy Notice. We will continue to collect this information until you change the permissions relating to its collection on your mobile app or device. You may change the privacy permissions for your mobile app, delete the app, or remove the device from operation to stop collection. Please note that turning off or disabling features may affect the services and functionality available to you. Depending on your particular program, we may also cancel your product, service, or insurance coverage as a result of these actions.

We may collect information from and about your smart home device, sensor, or alarm when you sign up for a usage-based insurance program that relies on such telematics information. Depending on the particular program, this may include type, number, make, model, installation date, status, location, and operating condition of sensors, alarms, cameras, or other devices connected to your smart home system. This may also include information sent from these devices.

We may collect information about your use of a smart speaker or smart home device when you access or use our Services via these devices, including your interactions, requests, location information, and other device-related information. Please refer to the applicable privacy policy or terms relating to these devices. You may access your personal information or manage the permissions relating to such devices using the privacy settings provided by the manufacturer or service provider for these devices.

We may use and share your information relating to your usage-based insurance or smart home device program consistent with this Privacy Notice. This information may include your personal information, telematics information, activation information, and other information described in this Privacy Notice. Hippo's use or sharing of your information may include a variety of purposes, including, without limitation, rating; claims; investigations; event reconstruction; making liability or coverage determinations; research; development; compliance with governmental, regulatory, or law enforcement requests; litigation; and other purposes as permitted or required by applicable law. We may use third-party service providers or partners for these purposes.

13. Minors and Children.

Our Services are not intended for children under the age of 18. We do not knowingly collect any personal information directly from anyone under the

age of 18. We may collect personal information regarding individuals under 18 years of age from their parents or legal guardians, but only as necessary to provide our products and services.

14. Victims of domestic violence may have confidentiality rights.

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

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

  Spinnaker Group
  P.O. Box 240
  Portsmouth, NH 03802
  Toll Free Line: 1-800-585-0705

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

- **Revoking a request: To revoke a confidentiality request, please contact our customer service at 1-800-585-0705.**

15. Changes to this Privacy Notice

We may change or update this Notice from time to time. When we do, we will post the revised Privacy Notice on this page with a new "Last Updated" date and notify you of such changes as required by law.

16. Contact Us.

If you have any questions about this Notice or our privacy policies and practices, please contact us at myprivacy@hippo.com; 1-800-585-0705; or Spinnaker Group, P.O. Box 240 Portsmouth, NH 03802.

FACTS WHAT DOES HIPPO DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Name and date of birth ▪ Social Security Number and payment history. ▪ Property information and property records. ▪ Checking account information and credit-based insurance scores. ▪ Insurance claim history and transaction or loss history.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Hippo chooses to share; and whether you can limit this sharing.

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

To limit our sharing	Call 1-800-585-0705 – our menu will prompt you through your choices. Visit us online: https://www.hippo.com/legal-information. **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call toll-free 1-800-585-0705 or go to https://www.hippo.com/legal-information

Who we are	
Who is providing this notice?	Hippo Analytics Inc. (dba Hippo Insurance Services); YourHaus Inc. (dba Hippo Home Care); Hippo Plus Insurance Services Inc.; Riverhorse Insurance Services, LLC; Masthead Claims Administration Inc.; Spinnaker Insurance Company; Spinnaker Specialty Insurance Company; and Wingsail Insurance Company.

What we do	
How does Hippo protect my personal information?	To protect your personal information from unauthorized access and use, we maintain physical, electronic, and administrative safeguards that comply with federal and state laws. These measures include computer safeguards and secured files and buildings. We restrict access to personal information about you to personnel on a "need to know" basis.

How does Hippo collect my personal information?	We collect your personal information, for example, when you: ▪ apply for insurance or pay insurance premiums ▪ provide account information or give us your contact information ▪ file an insurance claim We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

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Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ Our affiliates include financial and nonfinancial companies that operate under or share the Hippo, Hippo Home, Masthead, Spinnaker, or Wingsail brands.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ Hippo does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Our joint marketing partners include mortgage companies, insurance companies, and companies that provide financial products and services.

Other Important Information

Maine Residents: You have the right to obtain access to your recorded personal information in our possession or control, to request correction if you believe the information to be inaccurate, and to add a rebuttal statement to the file if there is a dispute. You have the right to know the reasons for an adverse underwriting decision. Previous adverse underwriting decisions may not be used as the basis for subsequent underwriting decisions unless we make an independent evaluation of the underlying facts. You have the right with very narrow exceptions, not to be subjected to pretext interviews. We may not disclose your personal information with non-affiliated third parties unless you authorize us to, or if permitted by law.

Montana Residents: You have the right to request a list of individuals with whom we have shared any portion of your medical information during the past three years. As part of our underwriting practices, we may obtain information from an insurance support organization. Information obtained in the preparation of these reports may be maintained by the organization and subsequently disclosed to other companies that may use the same service.

Nevada Residents: Nevada law allows us to make marketing calls to our existing customers listed on the National Do Not Call Registry. This notice is provided to you pursuant to state law. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by calling 1-800-585-0705. If you would like more information about our practices, you may call 1-800-585-0705. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginfo@ag.nv.gov.

North Carolina Residents: We may not disclose your Social Security Number unless you authorize us to, or if permitted by law.

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

AK, AZ, CA, CT, GA, IL, ME, MA, MN, MT, NM, ND, NV, NJ, NC, OH, OR, VT or VA Residents. We may obtain information about you directly from you and from other sources. That information and any other information we collect may in some circumstances be disclosed to third parties, such as agents, affiliates, service providers, and others without your specific

consent. In some cases, we may need your direct authorization before sharing that information. We will not share your personal information with non-affiliated third parties (or, in some circumstances, our affiliates) other than our agents or service providers unless you authorize us to share it, or the law otherwise permits us to share it. Residents have the right to access, to correct and, in some states, to delete (if incorrect) the information collected about them, except information that relates to a claim or to a civil or criminal proceeding. If you submit a request to exercise these rights, you have the right to a response within 30 days. We may refuse your request where we believe the information is correct, required to fulfill a legal obligation, necessary to protect our legal interests, or as otherwise required or permitted by law. If we refuse your request, you may have the right to file a statement regarding what you believe to be accurate and fair information and why you disagree with our refusal. If you are refused coverage or if your application is postponed, you may also have the right to receive the specific reason in writing. To exercise your rights or if you wish to have a more detailed explanation of our information practices required by your state, please call toll-free 1-800-585-0705 or visit us online: https://www.hippo.com/legal-information. You can view our full Notice of Information Practices online: here.

Additional Rights Under the California Consumer Privacy Act (CCPA)

The California Consumer Privacy Act (CCPA) gives California residents privacy rights with respect to certain personal information we collect. CCPA rights are limited and do not apply to the personal information we have collected from you and about you in connection with providing you with an insurance or financial product or service for personal or household use. To learn how to exercise your rights under the CCPA or if you wish to see a more detailed explanation of your rights, please visit our privacy policy at https://www.hippo.com/legal-information.

battleface

battleface Insurance Services LLC

t: +1 (855) 998 2928
e: usa@battleface.com

Assistance Services

Keep this information with you! Contact Robin Assist 24/7 worldwide for assistance while on your trip:

+1 (855) 998 2928 (USA/Canada)

+1 (571) 500 1540 (International)

help@robinassist.com

Robin Assist 24/7 Worldwide Emergency Medical Support and Travel Assistance Services

Assistance Services are not insurance and not provided by the insurance company. Travel Assistance provides support services for travelers while on a covered trip. All Travel Medical Support Services, Emergency Assistance Services, Travel Information, and Concierge Services for your travel protection plan are administered by Robin Assist LLC.

In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance and then contact Robin Assist.

Travel Medical Support Services

- Emergency medical transportation, including ground ambulance, air ambulance and commercial airline accommodations and arrangements
- Physician, hospital and dental referrals
- Repatriation of mortal remains
- Dispatch of doctor or specialist
- Inpatient and outpatient medical case management
- Arrangements for visitor to bedside if you are hospitalized
- Medical payment arrangements
- Medical cost-containment

Travel Medical Support Services become available when you start your trip.

If your insurance policy includes Medical Expense and Emergency Medical Transportation benefits, these services may be provided in coordination with your insurance benefits.

If your insurance policy does not include those benefits, Robin Assist will assist with obtaining quotes and arranging services, but any expenses incurred are solely the responsibility of the traveler. Robin Assist will make every effort to refer appropriate and reliable providers, however, Robin Assist cannot be held responsible for the quality or results of any services provided by independent providers.

Emergency Travel Assistance Services

- Eyeglasses and corrective lens replacement arrangements
- Emergency prescription replacement arrangements
- Coordinate shipment of medical records
- Medical equipment rental and replacement
- Emergency return travel arrangements
- Emergency translation services
- Legal and bail bond referrals
- Flight rebooking due to cancellation or delay
- Hotel rebooking due to travel arrangement cancellation or delay
- Rental vehicle rebooking due to travel cancellation or delay
- Rental vehicle return assistance
- Missed-connection coordination

- Lost baggage search and stolen luggage replacement assistance
- Lost passport and travel documents assistance
- Emergency cash transfer assistance
- Emergency message relay to family, friends or business associates
- Emergency pet return in case of traveler medical emergency*

Robin Assist will make every effort to refer appropriate and reliable providers, however, Robin Assist cannot be held responsible for the quality or results of any services provided by independent businesses. Any expenses incurred are solely the responsibility of the traveler. Emergency Travel Assistance services become available when you start your trip.
*If your insurance policy includes Pet Return benefits, these services may be provided in coordination with your insurance benefits.

Travel Information

- Travel information including visa/passport requirements
- Telephone interpretation assistance
- Long-distance calling cards for worldwide telephoning
- Currency conversion or vendor directory
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations
- Travel supplier strike information.
- Travel delay reports
- Worldwide public-holiday information
- Embassy and consular information

Robin Assist will make every effort to refer appropriate and reliable providers, however, Robin Assist cannot be held responsible for the quality or results of any services provided by independent businesses. Any expenses incurred are solely the responsibility of the traveler. Travel information services are available both before and during your trip.

Concierge Services

Robin Assist can provide information regarding, or assist you with obtaining the following services (all costs are the responsibility of the traveler):

- Restaurant reservations
- Theater, concert and event tickets
- Golf tee times
- Museum hours of operation and admission tickets
- Ground transportation
- Epicurean needs
- Floral arrangements and gift baskets
- Meet-and-greet services
- Business concierge services
    - Meeting and conference room locator
    - Business equipment rental or repair facilities
    - Express delivery services

The cost of your travel protection plan is for the entire plan, which consists of both insurance and non-insurance components. Individuals looking to obtain additional information regarding the features and pricing of each travel plan component can contact battleface at +1 (855) 998 2928 (USA/Canada) +1 (571) 500 1540 (International) or email at usa@battleface.com.

Disclosure: Services noted are provided by Robin Assist LLC, 800 N High St., Columbus, OH 43215, in CA battleface Insurance Services LLC DBA Robin Assist. Robin Assist is a wholly owned subsidiary of battleface, Inc. Robin Assist cannot be held responsible for failure to provide or a delay in providing services, when such failure for delay is caused by conditions beyond its control, including air traffic control delay, strike riot or civil commotion, war, natural or manmade disaster, weather, acts of God, or where service is prohibited by local law or international sanctions. The Robin Assist team will do their best to refer you to the appropriate providers. However, Robin Assist cannot be held responsible for the quality or results of any services provided by these independent practitioners.