

# **SEASON CANCELLATION AND INTERRUPTION PLAN**

Texas

**BISSEA3-01-TX**  
**Plan Administrator**  
**battleface**  
45 East Lincoln Street  
Columbus, OH 43215

This Insurance Policy describes travel insurance benefits underwritten by Everspan Insurance Company, under Policy Form series EBIS00 08.22. Insurance benefits vary by plan, please refer to the accompanying Confirmation of Coverage. You will find the specific information for the plan you purchased. Please contact the Plan Administrator immediately if you believe the Confirmation of Benefits contains incorrect information.

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

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

TEXAS IMPORTANT NOTICE

**IMPORTANT NOTICE**

To obtain information or make a complaint: You may contact Everspan Insurance Company.

You may contact Everspan Insurance Company for information or to make a complaint at:

1-855-355-0327 toll-free

Email: [contact@everspangroup.com](mailto:contact@everspangroup.com)

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

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

MC 111-1A

P.O. Box 149091

Austin, TX 78714-9091

FAX: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning Your premium or about a claim, You should contact Us first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede comunicarse con Everspan Insurance Company.

Puede ponerse en contacto con Everspan Insurance Company para obtener información o para presentar una queja en:

1-855-355-0327 llamada gratuita

Email: [contact@everspangroup.com](mailto:contact@everspangroup.com)

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

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

MC 111-1A

P.O. Box 149091

Austin, TX 78714-9091

FAX # (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**EVERSPAN INSURANCE COMPANY**  
One World Trade Center, 41<sup>st</sup> Floor  
New York, New York 10007

**TRAVEL INSURANCE POLICY**

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

OUR PROMISE TO YOU  
FREE LOOK PERIOD

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

TABLE OF CONTENTS

SECTION I. - DEFINITIONS  
SECTION II. - GENERAL PROVISIONS  
SECTION III. - ELIGIBILITY AND PERIOD OF COVERAGE  
SECTION IV. - CLAIMS PROCEDURES AND PAYMENT  
SECTION V. - GENERAL LIMITATIONS AND EXCLUSIONS

## SECTION I. DEFINITIONS

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

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

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

- a. Jet skiing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- b. Parasailing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- c. Snorkeling (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- d. Windsurfing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- e. Boardsailing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- f. Tubing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- g. Dog sledding (recreational) (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- h. Glacier walking (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- i. Ice skating;
- j. Snow shoeing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- k. Horse, camel, or elephant riding (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- l. Camping;
- m. Cave tubing (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- n. Hunting including hunting safaris (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- o. Off-road driving (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- p. Go-karting;
- q. Rope courses (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- r. Land, sand sailing, skiing or yachting (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- s. Marathon running;
- t. Backpacking;
- u. Zip-lining (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- v. Resort-sponsored activities;
- w. Roller skating or blading;

- x. Wildlife or tourist safaris (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- y. Target or skeet shooting (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- z. Trekking;
- aa. Archery (only when performed under the supervision or guidance of a qualified outfitter, guide or tour operator);
- bb. Indoor climbing;
- cc. Dodgeball;
- dd. Competing in highland games athletic events;
- ee. Paintball;
- ff. Skateboarding;
- gg. Tug-of-war;
- hh. Ice or field hockey;
- ii. Snow skiing or snowboarding recreational downhill or cross-country, except **extreme skiing** or **extreme snowboarding**;
- jj. Mountain biking or mountain cycling;
- kk. Ice or deep sea fishing;
- ll. White or black water rafting (Grades one (1) – two (2));
- mm. Water skiing;
- nn. Kite boarding or surfing and wind surfing;
- oo. Surfing;
- pp. Hunting/Shooting;
- qq. Sailing;
- rr. Snowmobiling;
- ss. Tobogganing or sledding;
- tt. Or any activity materially similar to the above.

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

- a. **Personal effects**;
- b. Traveling documents;
- c. Musical instruments;
- d. **Sporting equipment**;
- e. **Medical equipment**;

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

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

**Business 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.

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

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

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

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

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

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

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

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

**Complications of pregnancy** do not include:

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

**Confirmation** means the written reservation of **travel arrangements**.

**Covered trip** means a period of travel for which **you** request insurance coverage and pay the required premium.

**Cyber terrorism** or **cyberattack** means the unauthorized and/or unintended activities that target or affect the devices, equipment, files, data, systems, websites, networks or databases of one (1) or more people or companies: (a) performed using internet or network access via computers or other electronic devices; and/or (b) performed via physical means including, but not limited to: damaging or altering network

connections, physically destroying data center or network center equipment, or electromagnetic pulse detonation. In terms of coverage under this *policy*, a *terrorist incident* is not *cyber terrorism* as defined.

***Dangerous activities*** means:

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

***Departure date*** means the earlier of:

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

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

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



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

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

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

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

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

- a. Jet skiing;
- b. Parasailing;
- c. Snorkeling;
- d. Windsurfing;
- e. Boardsailing;
- f. Tubing;
- g. Dog sledding (recreational);
- h. Glacier walking;
- i. Ice skating;
- j. Snow shoeing;
- k. Horse, camel, or elephant riding;
- l. Camping;
- m. Cave tubing;
- n. Hunting including hunting safaris;
- o. Off-road driving;
- p. Go-karting;
- q. Rope courses;
- r. Land, sand sailing, skiing or yachting;
- s. Marathon running;
- t. Backpacking;
- u. Zip-lining;
- v. Resort-sponsored activities;
- w. Roller skating or blading;
- x. Wildlife or tourist safaris;
- y. Target or skeet shooting;
- z. Trekking;
- aa. Archery;
- bb. Indoor climbing;
- cc. Dodgeball;
- dd. Competing in highland games athletic events;
- ee. Paintball;
- ff. Skateboarding;
- gg. Tug-of-war;
- hh. Ice or field hockey;

- ii. White or black water rafting (Grades three (3) – four (4)); or
- jj. Any activity materially similar to the above.

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

**Extreme snowboarding** means engaging in activities beyond general alpine snowboarding, such as jibbing, freeriding, freestyle, half-pipe, slopestyle, or any activity materially similar to the above.

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

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

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

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

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

**First responder** means an individual employed by a Federal, State, or local governmental emergency public safety agency, as a firefighter, law enforcement or peace officer, paramedic or emergency medical technician, public safety telecommunicators/dispatchers, and other emergency response or emergency medical services providers.

**Hospital** means a facility that:

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

A **hospital** does not include:

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

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

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

**Inclement weather** means any **severe weather** condition which prevents **you** from participating in a non-refundable **prepaid event**.

**Initial trip payment** means the first **payment or deposit** made to **your travel supplier** toward the cost of **your covered trip**, regardless of whether this payment is refundable. A "good faith deposit" or a "holding payment" is not considered the **initial trip payment** until the payment is applied to confirmed dates of travel. The date the **initial trip payment** is made will be day one (1) of the period during which additional insurance options may be purchased.

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

**Insured** means a person:

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

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

**Medical equipment** means an appliance or device that is:

- a. Prescribed by a **physician**;
- b. Primarily and customarily used for a medical purpose rather than being primarily for comfort or convenience;
- c. For outpatient use; and
- d. Generally not useful in the absence of **sickness** or **injury**.

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

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

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

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

**Natural disaster** means:

- a. A flood (due to natural causes);
- b. Tsunami;
- c. Hurricane;
- d. 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.

**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 event**. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of **your covered trip** are not **payments or deposits** as defined herein.

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

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

**Physician** means a licensed practitioner of medical, surgical, dental, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of their 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, or business partner**, to which any of the following applied within the ninety (90) day period immediately preceding and including the purchase date of this **policy**:

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

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

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

**Prepaid** means **payments or deposits** paid by **you** for **travel arrangements** for **your covered trip** prior to **your departure date**.

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

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

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

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

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

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

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

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

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

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

**Sporting equipment** means:

- a. Hunting equipment including, but not limited to guns, bows and arrows;
- b. Fishing equipment including, but not limited to rods, reels and tackle;
- c. Ski gear, including, but not limited to skis, ski poles, ski bindings, boots and snowboards;
- d. Golf equipment, including but not limited to golf clubs and golf balls;
- e. Scuba gear, including but not limited to wetsuits, scuba tank, scuba mask, gloves, regulator and fins;
- f. Surfboards or paddleboards;
- g. Kayaks or canoes; and
- h. Any other similar gear or equipment utilized by **you** for similar activities during the **covered trip**.

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

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

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

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

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

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

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

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

**Transportation** means any land, sea or air conveyance required to transport **you** and includes **common carriers** and private motor vehicles.

**Travel arrangements** means:

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

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

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

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

**Uninhabitable** means:

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

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

**Winter activities** means:

- a. Skiing or snowboarding recreational downhill or cross-country, except **extreme skiing** and **extreme snowboarding**;
- b. Glacier walking;
- c. Dog sled rides;
- d. Ice climbing;
- e. Ice curling;
- f. Ice diving;
- g. Ice hockey;
- h. Ice skating;
- i. Sledding or tobogganing;
- j. Ice fishing;
- k. Speed skating;
- l. Snow shoeing; or
- m. Any activity materially similar to those activities described herein.

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



## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

- A. **Entire Contract; Changes:** This *policy, schedule of benefits*, 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.
- B. **Legal Action:** No legal action for a claim or in equity can be brought against *us* until sixty (60) days after *we* receive proof of *loss* as required by this *policy*. No action may be brought against *us* after the expiration of three (3) years after the time written proof of *loss* is required to be furnished.
- C. **Payment of Premium:** Coverage is not effective unless all premium due has been paid to *us* or *our* designated representative prior to a date of *loss* or insured occurrence.
- D. **Subrogation:** When someone is responsible for *your loss*, *we* have the right to recover any payments *we* have made to *you* or someone else in relation to *your* claim, as permitted by law. In such case, *we* may require any person receiving payment from *us* to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing *us* to do so. Everyone eligible to receive payment for a claim submitted to *us* must cooperate with this process and must refrain from doing anything that would adversely affect *our* rights to recover payment.
- E. **Termination of this policy:** Termination of this *policy* will not affect a claim for *loss* if the *loss* occurred while this *policy* was in force.
- F. **Primary Insurance:** The insurance provided by this *policy* will be paid on a *primary* basis. This is subject to recovery. *We* will pay the claim first then seek to recover any payments made by a third party.
- G. **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.
- H. **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.
- I. **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*.
- J. **Physical Examinations and Autopsy:** *We* have the right to have *you* medically examined as reasonably necessary to make a decision about *your* claim. If someone covered by *your policy* dies, *we* may also require an autopsy (except where prohibited by law). *We* will cover the cost of these medical examinations or autopsies.



- K. **Policy Changes:** *You* or the *policy* purchaser may request changes to the *policy* by notifying *us*. *You* may request to change the *return date* at any time prior to *your* coverage end date. All other changes to *your policy* must be requested prior to *your* original *departure date*. If the change results in an increase in premium, *you* must pay the amount due. If the requested change results in a premium decrease, *we* will refund the return premium to the *policy* purchaser. Requested changes will be effective with *our* acceptance and *your* payment of premium due.
- L. **Arbitration:** *We* and one (1) or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* shall be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this *policy*, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.
1. **Selection of Arbitrators:** One arbitrator shall be chosen by one side and another arbitrator by the other side, and a third arbitrator shall be chosen by the first two arbitrators before they enter into arbitration. All arbitrators shall be disinterested.
  2. **Payment of Arbitration Fees and Costs:** Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to *you* that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one party shall be divided equally among such parties.
  3. **Location:** Any arbitration hereunder shall take place in the state of residence, unless otherwise mutually agreed upon by the two sides.
  4. **Entry of Arbitration Award:** Judgment upon an arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.
- M. **Transfer of Coverage:** Coverage under this *policy* cannot be transferred by *you* to anyone else.
- N. **Clerical Error:** Clerical error in keeping any records pertaining to the coverage, whether by *you* or by *us*, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to *us* and is rectified promptly upon discovery.
- O. **Misstatement of Age:** If premiums are based on age and *you* have misstated *your* age, there will be a fair adjustment of premiums based on *your* true age. *We* may require satisfactory proof of age before paying any claim.
- P. **Assignment:** *You* may not assign any of *your* rights, privileges or benefits under this *policy* without *our* prior consent.
- Q. **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.

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

## SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

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

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

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

Subject to payment of any premium due:

B. **WHEN YOUR COVERAGE BEGINS**

1. For Registration Cancellation: Coverage will begin on the day *your* request is received, provided that all applicable premium has been paid.
2. All coverages will begin on the later of:
  - a. 12:01 A.M. Standard Time on the *departure date* shown on the enrollment document, application, *covered trip* itinerary, travel documents, manifest, or *confirmation*; or
  - b. The date and time *you* start *your covered trip*; or.

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

C. **WHEN YOUR COVERAGE ENDS**

1. For Registration Cancellation:
 

Coverage will end on the earliest of the following dates:

  - a. The date the *event* takes place;
  - b. The date the *ticket* is no longer valid;
  - c. The date the *ticket* has been used;
  - d. The date the *ticket* is resold; or
  - e. The date *you* have filed a claim.
2. All other coverages will end on the earlier of:
  - a. *Your* arrival at the *return destination*, even if this occurs earlier than the *return date*;
  - b. The *scheduled return date*;
  - c. *Your* arrival at the *destination* on a one-way *covered trip*;
  - d. The date listed as the *return date* by *you* on the enrollment document, application, *covered trip* itinerary, travel documents, manifest, or *confirmation*; or
  - e. The date *you* return from *your covered trip*, if *your* return was delayed due to a covered *unforeseen* reason listed under the *policy*.

## SECTION IV. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

1. **Payment of Claims: When Paid:** Payable claims will be paid as soon as **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.
2. **Payment of Claims: To Whom Paid:** Benefits are payable to the **insured**, or to the parent or legal guardian of a minor, or a party that holds a valid assignment of benefits. Any benefits payable due to **your** death will be paid to the survivors of the first surviving class of those that follow:
  - a. The beneficiary named by **you** and on file with **we** or **our** designated representative; if none is available, then
  - b. To **your spouse**, if living. If no living **spouse**, then
  - c. To **your** estate.
3. **Notice of Claim:** **You** or someone acting on **your** behalf must contact **our** administrator listed on **your policy**, within twenty (20) days, or as soon as reasonably possible. **You** or someone acting on **your** behalf should be prepared to describe details regarding the **loss** and **your covered trip**. **Our** administrator will provide a claim form to **you** for completion and signature.
4. **Claim Forms:** **We** will send the claimant proof of **loss** forms within fifteen (15) days after **we** receive notice. If the claimant does not receive the proof of **loss** forms within fifteen (15) days after submitting notice, he or she can send **us** a detailed written report of the claim and the extension of the **loss**. **We** will accept this report as proof of **loss** if sent within the time fixed below for filing proof of **loss**.
5. **Proof of Loss:** The claim forms must be sent back to **us** or **our** designated representative no more than ninety (90) days after a covered **loss** occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this **policy** must be submitted to **us** or **our** designated representative no later than one (1) year after the date of **loss** or as soon as reasonably possible. All claims require **you** to provide **us** or **our** designated representative with the following:
  - a. The benefit-specific documentation shown below; and
  - b. A **covered trip** invoice, itinerary or **confirmation** showing details of the **covered trip** (dates of travel, **destination**, etc.); and
  - c. Any other information reasonably required to prove the **loss**.
6. **Other Insurance with Us:** **You** may be covered under only one (1) travel **policy** with **us** for each **covered trip**. If **you** are covered under more than one (1) such **policy**, **you** may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. **We** will refund the premiums paid for the duplicate coverage, less claims paid, and the duplicate coverage will be cancelled.

## SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS

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

- a. Intentionally self-inflicted **injury**, suicide, or attempted suicide of **you, your traveling companion, or family member** while sane or insane;
- b. War (whether declared or not) or act of war, participation in a **civil disorder**, riot, insurrection or unrest (unless specifically covered herein);
- c. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- d. **Mental, nervous or psychological disorder**;
- e. Being under the influence of drugs or narcotics, unless administered upon the advice of a **physician** as prescribed;
- f. Intoxication above the legal limit at **your** location at the time of **loss**;
- g. Commission or the attempt to commit a criminal act by **you, your traveling companion, or family member**, whether insured or not;
- h. Participation in or **loss** due to **adventure activities**;
- i. Participation in or **loss** due to **dangerous activities**;
- j. Participation in or **loss** due to **extreme activities**;
- k. Participation in or **loss** due to **winter activities**;
- l. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- m. **Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- n. Traveling for the purpose of securing medical treatment;
- o. 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;
- p. **Accidental injury** or **sickness** when traveling against the advice of a **physician**;
- q. Any **loss**, condition, or event that was known, foreseeable, intended, or expected when **your policy** was purchased;
- r. Any failure of a provider of travel related services (including any **travel supplier**) to provide the bargained-for travel services or to refund money due **you**. Important: there is no coverage for **losses** due to, arising or resulting from the **financial default** of **your travel supplier** or any entity that sold, solicited, negotiated, offered or disseminated this **policy** to **you** or **your traveling companion**;
- s. **Your** participation in **civil disorder**, riot or a felony;
- t. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
- u. A **pandemic** or **epidemic** with the exception of the disease known as COVID-19;
- 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 equipment**, musical instruments, or **sporting equipment**;
- y. A diagnosed **sickness** from which no recovery is expected and which only palliative treatment is provided and which carries a prognosis of death within six (6) months of **your effective date**;
- z. Disruption of travel or any **loss, sickness** or **injury** directly or indirectly caused by **cyber terrorism** or **cyberattack**;
- aa. Disruption of travel or any **loss, sickness** or **injury** directly or indirectly caused by an **impact event**;
- bb. Disruption of travel or any **loss, sickness** or **injury** directly or indirectly caused by an **electromagnetic event**;

- cc. Disruption of travel or any *loss, sickness or injury* directly or indirectly caused by an *C.B.R.N. incident*;  
or
- dd. Any *loss* or expense incurred as the result of a *pre-existing medical condition*.

**PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

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

- a. This *policy* is purchased within two (2) days of *initial trip payment*;
- b. The amount of coverage purchased equals all *prepaid* nonrefundable *payments or deposits* applicable to the *covered trip* at the time of purchase and the costs of any subsequent arrangements added to the same *covered trip* are insured within two (2) days of *initial trip payment*; and
- c. All *insureds* are medically able to travel when this *policy* cost is paid.

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

## EVERSPAN INSURANCE COMPANY

## REGISTRATION CANCELLATION

We will pay a benefit to reimburse **you** for the non-refundable **registration** cost, up to the Maximum Limit shown in the **schedule of benefits**, in the event **you** or a **registrant** are unable to attend an **event** due to one (1) or more of the following **unforeseen** occurrences:

**Health and Family**

- a. Any **sickness, injury** or death;
  1. Occurring to **you**, a **registrant**, or a **family member**. **Sickness** or **injury** must be so disabling as to cause a reasonable person to cancel attendance at the **event**, which results in medically imposed restrictions as certified by a **physician** at the time of **loss** preventing **your**, or a **registrant's**, or the **family member's** attendance at the **event**;
  2. Occurring to a **family member**, or a **registrant's family member** not traveling with **you** or a **registrant** that is considered life-threatening, as certified by a **physician**, or they require **your** or a **registrant's** immediate care. Such **sickness** or **injury** must be so disabling as to reasonably cause attendance at the **event** to be canceled and must be certified by a **physician**;
  3. Occurring to **your**, or a **registrant's business partner** that is so disabling as to cause a reasonable person to cancel attendance at **event** to assume daily management of the business. Such **sickness** or **injury** must be certified by a **physician**;
- b. **You** or a **registrant** have **complications of pregnancy**. The onset of these conditions must occur after **your effective date** of coverage and must be verified by medical records;
- c. **You** or a **registrant** are on a list as a donor or recipient for an organ transplant and, after **your effective date**, **you** receive official notification that an organ match is available for immediate transplant. The transplant must be considered **medically necessary**, and a **physician** must certify that the transplant and/or surgery is so disabling as to prevent attendance at the **event**; or
- d. **You** and/or a **registrant** being **quarantined** at **your** or a **registrant's** home, so as to prevent use of the **registration**.

**Transportation and Accommodation**

- a. **You** and/or a **registrant** are directly involved in a traffic **accident**, on the day of the **event** that causes damage to **your** or a **registrant's** vehicle that creates an immediate need for repair to ensure the safe operation of the vehicle. Traffic **accident** must be substantiated by a police report;
- b. **You** or a **registrant** not arriving at the venue due to a delay or cancellation by the **common carrier** used for **transportation** to the **event**. The following conditions apply:
  1. The **common carrier** was scheduled to arrive no more than forty-eight (48) hours prior to the **event**; and
  2. The **common carrier** was unable to accommodate **you** or the **registrant** on alternative **transportation** which would arrive in time to attend the **event**; and
  3. The delay or cancellation was not due to the **financial default** of the **common carrier**;
- c. **Government** mandated shutdown resulting in the complete cessation of services of **your** or a **registrant's common carrier** for at least forty-eight (48) consecutive hours which prevents **you** or the **registrant** from arriving at the **event**;
- d. **Strike**, resulting in the complete cessation of travel services for at least twenty-four (24) consecutive hours at the point of departure and/or **event** location. A **strike** is foreseeable on the date labor union members vote to approve a **strike**. Coverage is only valid if **your policy** is effective prior to when the **strike** is foreseeable; or



- e. **Strike**, causing cancellation or delay of **your** or a **registrant's** pre-arranged travel services to the **event** for at least twenty-four (24) consecutive hours, that causes complete cessation of services of **your** or a **registrant's common carrier** for at least forty-eight (48) consecutive hours.

#### Weather

- a. **Inclement weather** which results in **your** or a **registrant's** inability to attend the **event**. This does not include weather such as heavy snowfall with roads open, ice on roads, or abnormally heavy rain, unless the intervention of authorities is involved. If the **event** is cancelled by the **event** or **registration** organizer due to weather, **you** or the **registrant** will not qualify for this coverage;
- b. **Your** or a **registrant's event destination** being made **uninhabitable** or **inaccessible** by **natural disaster**, flood, tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, fire, wildfire, or blizzard, that are due to natural causes, vandalism, or burglary. Benefits are not payable if the **natural disaster**, flood, tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard is foreseeable prior to **your effective date**. A hurricane is foreseeable on the date it becomes a named storm;
- c. **Your** or a **registrant's primary residence** being made **uninhabitable** or **inaccessible** by **natural disaster**, flood, tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, fire, wildfire, or blizzard that are due to natural causes, vandalism, or burglary. Coverage for a hurricane applies only if **your policy** was purchased prior to the storm being upgraded to a hurricane; or
- d. Mandatory evacuation ordered by local authorities at **your** or a **registrant's event destination** due to hurricane or other **natural disaster** for at least twenty-four (24) consecutive hours preventing **you** or a **registrant** from staying at the **event destination**.

#### Personal Safety and Security

- a. Fire, burglary, vandalism or **natural disaster** which causes **your** or the **registrant's primary residence** to be **uninhabitable** after **your effective date**;
- b. **You** and/or a **registrant** are the victim of **felonious assault** within ten (10) days of the scheduled **event** date;
- c. **Civil disorder** in the location where the **event** is scheduled which results in the cancellation of the **event**; or
- d. A **terrorist incident** occurs within a fifty (50) mile radius of the **event**. The following conditions apply:
  - 1. A **terrorist incident** must not have occurred within a fifty (50) mile radius of the location where the **event** is scheduled any time in the thirty (30) days prior to **your policy's effective date**; and
  - 2. The **terrorist incident** must occur within thirty (30) days of the **event**.

#### Work/Military/School

- a. **You** or a **registrant** are involuntarily terminated or laid off through no fault of **your** or the **registrant's** own after **your effective date**, provided that **you** or the **registrant** have been an active employee with the same employer for at least two (2) continuous years. Termination must occur following **your effective date**. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- b. **You** or a **registrant** are employed as a full time teacher, or other full time employee, or are 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 **event**. School extensions due to extra-curricular or athletic events are not covered;



- c. **You** or a **registrant**, or **your** or a **registrant's 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, except because of war, the War Powers Act, or disciplinary action. The military leave for the dates of travel to the **event** must have been approved prior to **your effective date**;
- d. **You** or a **registrant** are required to take an academic or professional examination on a date that has been fixed after **your effective date**, and that date falls during the **event**; or
- e. **You** or a **registrant**, or **your** or a **registrant's family member** are called to duty as a **first responder** during the **event** to provide aid or relief due to **terrorist incident, natural disaster, civil disorder, epidemic, or pandemic**.

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

**Registrant(s)** means **you** or persons who are registered to attend one (1) or more **events** associated with the **registration**.

**Registration** means enrolling and paying a fee to participate in **events** such as an entertainment, sporting, theatrical, performing arts, camp, tournament, workshop, conference or recreational experience or **event** or other similar **events**.

## EVERSPAN INSURANCE COMPANY

## REGISTRATION INTERRUPTION

We will pay a benefit to reimburse **you**, the non-refundable **registration** cost, up to the Maximum Limit shown in the **schedule of benefits**, in the event **you**, or a **registrant** must interrupt attendance during one (1) or more **events** due to one (1) or more of the following **unforeseen** occurrences:

**Health and Family**

- a. Any **sickness, injury** or death;
  1. Occurring to **you**, or a **registrant**, or a **family member**. **Sickness** or **injury** must be so disabling as to cause a reasonable person to interrupt attendance at the **event**, which results in medically imposed restrictions as certified by a **physician** at the time of **loss** preventing **your**, or a **registrant's**, or the **family member's** continued attendance at the **event**;
  2. Occurring to a **family member**, or a **registrant's family member** not traveling with **you** or a **registrant** that is considered life-threatening, as certified by a **physician**, or they require **your** or a **registrant's** immediate care. Such **sickness** or **injury** must be so disabling as to reasonably cause attendance at the **event** to be interrupted and must be certified by a **physician**;
  3. Occurring to **your** or a **registrant's business partner** that is so disabling as to cause a reasonable person to interrupt attendance at the **event** to assume daily management of the business. Such **sickness** or **injury** must be certified by a **physician**;
- b. **You** or a **registrant** have **complications of pregnancy** during the **event**. The onset of these conditions must occur after **your effective date** of coverage and must be verified by medical records;
- c. **You** or a **registrant** are on a list as a donor or recipient for an organ transplant and, after **your effective date** and during the **event**, **you** receive official notification that an organ match is available for immediate transplant. The transplant must be considered **medically necessary**, and a **physician** must certify that the transplant and/or surgery is so disabling as to prevent attendance at the **event**; or
- d. **You** or a **registrant** being **quarantined** during the **event**.

**Transportation and Accommodation**

- a. **You** and/or a **registrant** are directly involved in a traffic **accident**, on the day(s) of the **event**, that causes damage to **your** or a **registrant's** vehicle that creates an immediate need for repair to ensure the safe operation of the vehicle. Traffic **accident** must be substantiated by a police report.

**Weather**

- a. **Inclement weather** during the **event** which results in **your** or a **registrant's** inability to attend or remain at the **event**. **You** or a **registrant** must be unable to reach the **event** location by car or **common carrier**. This does not include weather such as heavy snowfall with roads open, ice on roads, or abnormally heavy rain, unless the intervention of authorities is involved. If the **event** is cancelled due to weather, **you** or the **registrant** will not qualify for this coverage;
- b. **Your** or a **registrant's primary residence** being made **uninhabitable** or **inaccessible** by **natural disaster**, flood, tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, fire, wildfire, or blizzard that are due to natural causes, vandalism, or burglary. Coverage for a hurricane applies only if **your policy** was purchased prior to the storm being upgraded to a hurricane; or
- c. Mandatory evacuation ordered by local authorities at **your** or a **registrant's event destination** due to hurricane, or other **natural disaster** for at least twenty-four (24) consecutive hours preventing **you** or the **registrant** from staying at the **event destination**.

**Personal Safety and Security**

- a. Fire, burglary, vandalism or **natural disaster** which causes **your** or the **registrant's primary residence** to be **uninhabitable** during the **event**;
- b. **You** and/or a **registrant** are the victim of **felonious assault** during the **event**;
- c. **Civil disorder** in the location where the **event** is scheduled, which results in the cancellation of the **event**; or
- d. A **terrorist incident** occurs within a fifty (50) mile radius of the city to be visited in which the **event** facility is located. The following conditions apply:
  - 1. A **terrorist incident** must not have occurred within a fifty (50) mile radius of that city any time in the thirty (30) days prior to **your policy's effective date**; and
  - 2. The **terrorist incident** must occur during the **event**.

**Work/Military**

- a. **You** or a **registrant**, or **your** or a **registrant's family member** are called to **active military duty** during the **event** to provide aid or relief in the event of a **natural disaster**, or military leave is revoked or reassigned during the **event**, except because of war, the War Powers Act, or disciplinary action. The military leave for the dates of travel to the **event** must have been approved prior to **your effective date**; or
- b. **You** or a **registrant**, or **your** or a **registrant's family member** are called to duty as a **first responder** during the **event** to provide aid or relief due to **terrorist incident, natural disaster, civil disorder, epidemic, or pandemic**.

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

**Registrant(s)** means **you** or persons or team members who are registered to attend one (1) or more **events** associated with the **registration**.

**Registration** means enrolling and paying a fee to participate in **events** such as an entertainment, sporting, theatrical, performing arts, camp, tournament, workshop, conference or recreational experience or **event** or other similar **events**.

EVERSPAN INSURANCE COMPANY  
TEXAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

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

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

The insurance provided by this *policy* is *primary*.

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

FREE LOOK PERIOD

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

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

*Pre-existing medical condition* means an *injury, sickness, death* or other condition of *you, your traveling companion, family member, or business partner*, for which medical advice, diagnosis, care or treatment was recommended by or received from a *physician* within the ninety (90) day period immediately preceding and including the purchase date of this *policy*.

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

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

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

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

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

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

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

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

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

- L. **Arbitration:** After a dispute arises, *we* and one (1) or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* may request voluntary and non-binding arbitration, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.
1. **Selection of Arbitrators:** One arbitrator shall be chosen by one side and another arbitrator by the other side, and a third arbitrator shall be chosen by the first two arbitrators before they enter into arbitration. All arbitrators shall be disinterested.
  2. **Payment of Arbitration Fees and Costs:** Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to *you* that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one party shall be divided equally among such parties.
  3. **Location:** Any arbitration hereunder shall take place in the state of residence, unless otherwise mutually agreed upon by the two sides.
  4. **Entry of Arbitration Award:** Judgment upon an arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.

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

1. **Payment of Claims: When Paid:** Payable claims will be paid within five (5) *business days* after *we* or *our* designated representative receive and verify the completeness of all required documentation of the *loss*. If payment of such claim is conditioned on *your* performance of an act, *we* will pay the claim no later than the 5<sup>th</sup> *business day* after the date *you* perform such act.
3. **Notice of Claim:** *You* or someone acting on *your* behalf must contact *our* administrator listed on *your policy*, within twenty (20) days, or as soon as reasonably possible. *You* should be prepared to describe details regarding the *loss* and *your covered trip*. *Our* administrator will provide a claim form to *you* for completion and signature.

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

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

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

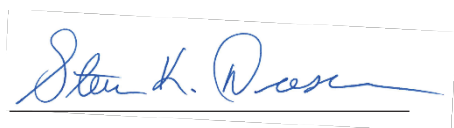
IX. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 5., **Proof of Loss** is replaced as follows:

5. **Proof of Loss:** The claim forms must be sent back to **us** or **our** designated representative within ninety-one (91) days from the date **we** request such proof of **loss**, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims require **you** to provide **us** or **our** designated representative with the following:
  - a. The benefit-specific documentation shown below; and
  - b. A **covered trip** invoice, itinerary or confirmation showing details of the **covered trip** (dates of travel, destination, etc.); and
  - c. Any other information reasonably required to prove the **loss**.

All other provisions of the **policy** apply.

EVERSPAN INSURANCE COMPANY

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

A handwritten signature in blue ink, appearing to read "Steve H. Dresner", is enclosed in a dashed rectangular box. Below the signature is a solid horizontal line.

Steve Dresner  
President

A handwritten signature in blue ink, appearing to read "Nicholas Scott", is positioned above a solid horizontal line.

Nicholas Scott  
General Counsel and Secretary

**battleface Insurance Services LLC**

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