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BASE REGISTRATION CANCELLATION

Washington

BISREG-01-WA
Plan Administrator
battleface
45 East Lincoln Street
Columbus, OH 43215

This Insurance Policy describes travel insurance benefits underwritten by Spinnaker Insurance Company, under Policy Form series RIG1000-8 (11/2019). Insurance benefits vary by plan, please refer to the accompanying Confirmation of Coverage. You will find the specific information for the plan you purchased. Please contact the Plan Administrator immediately if you believe the Confirmation of Benefits contains incorrect information.

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

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

SPINNAKER INSURANCE COMPANY

A Stock Company

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

Administrative Office: 1 Pluckemin Way, Bedminster, NJ 07921

TRAVEL INSURANCE POLICY

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

OUR PROMISE TO YOU

FREE LOOK PERIOD

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

After this ten (10) day free look, the payment for this **policy** is non-refundable, except in the following circumstances:

- a. The travel supplier cancels or changes the dates of **your** covered trip and all penalties are waived;
- b. **You** cancel the covered trip before any cancellation penalties are in effect;
- c. **You** have duplicate coverage for this covered trip; or
- d. **Your** death.

In the event of c. or d., **your** premium will be fully refunded unless a claim has been paid.

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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.

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.

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.

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

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**.

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

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**.

Elective treatment and procedures means any medical treatment or surgical procedure that is not **medically necessary** including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by **us** to be research or experimental or that is not recognized as a generally accepted medical practice.

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).

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. Parent-in-law;
- h. Daughter-in-law or son-in-law;
- i. Brother-in-law or sister-in-law;
- j. Aunt or uncle;
- k. Niece or nephew; and
- l. Legal guardian.

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

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

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 a national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

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

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

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

Inclement weather means any **severe weather** condition other than a hurricane which delays the scheduled arrival or departure of a common carrier or prevents **you** from prevents **you** from participating in a non-refundable prepaid **event**.

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**.

Inpatient means a person:

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

Insured means a person:

- a. For whom any required application form has been completed; and
- b. For whom any required cost has been paid.

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

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

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.

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

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

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

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

Pre-existing medical condition means an **injury**, **sickness**, death or other condition of **you**, **your** traveling companion, **family member**, host at destination, business partner, **pet**, or **service animal**, to which any of the following applied within the ninety (90) 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.

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

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.

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

Reasonable 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.

Season means Month to Month.

Season/annual pass means an admission to a facility (such as an amusement park or recreational facility) which is valid for a **season** or for a pre-determined period of time, but for no more than one (1) year.

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**.

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

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**.

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

Uninhabitable means:

- a. The building structure itself is unstable and there is a risk of collapse in whole or in part;
- b. There is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
- c. Immediate safety hazards have yet to be cleared, such as debris or downed electrical lines;
- d. The property is without electricity, gas, sewer service or water for twenty-four (24) hours or more; or
- e. Local government authorities have issued a mandatory evacuation.

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

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 Examination 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*. If the change results in an increase in premium, *you* must pay the amount due. If the requested change results in a premium decrease, we will refund the return premium to the *policy* purchaser. Requested changes will be effective with *our* acceptance and *your* payment of premium due.

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

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

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

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

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

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

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

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.

Subject to payment of any premium due:

Coverage begins at 12:01 A.M. local time at *your* location on the day a *ticket* is purchased by *you*.

All coverages end on the *scheduled* confirmation end date.

SECTION IV. COVERAGES

REGISTRATION CANCELLATION

We will reimburse **you** for the non-refundable **registration**, up to the maximum amount shown in the schedule of benefits, if **you** are unable to attend an **event** due to one (1) or more of the following covered reasons:

- a. Any serious **injury** or any **unforeseen** serious illness occurring to **you** which results in **your** inability to attend the **event** for which the **registration** is paid. **You** must be examined by a **physician** within seventy-two (72) hours of the cancellation and the **physician** must advise **you** not to attend the **event**.
- b. Any serious **injury** or any **unforeseen** serious illness occurring to **your family member** that is considered life-threatening or requiring hospitalization. **Your family member** must be examined by a **physician** within seventy-two (72) hours of the cancellation.
- c. The death of **your family member**.
- d. **You**, after having been with the same employer for at least two (2) continuous years, are involuntarily terminated or laid off, after the **effective date** of coverage.
- e. **Your** personal leave is revoked while on **active military duty**, except for disciplinary reasons.
- f. **You** are directly involved in a traffic **accident** on the way to the scheduled **event** that causes damage to **your** vehicle that creates an immediate need for repair to ensure the safe operation of the vehicle.

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

Event means a function or a series of functions, with specified dates, that **you** attend as a spectator or participant during **your** covered trip. **Event** attendance or participation requires **registration**.

Event cost means the total amount paid for **registration**, including any service fees, handling fees, and taxes paid prior to the start of the **event**.

Occurrence means a single incident or series of related incidents which result in claims under one (1) or more coverages included in this **policy**. Examples of an **occurrence** include **severe weather**, common carrier interruptions, or government actions.

Registration means a sign-up form and/or charge to participate in **events** such as sports, performing arts, camps, tournaments, conferences, or other similar **events**.

SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

The following provisions will apply to all benefits.

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; and
- b. 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 **event**. 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 VI. GENERAL LIMITATIONS AND EXCLUSIONS

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

- a. Intentionally self-inflicted **injury**, suicide, or attempted suicide of **you**, or **your family member**, traveling companion or business partner while sane or insane;
- b. War (whether declared or not) or act of war, participation in a **civil disorder**, riot, insurrection or unrest (unless specifically covered herein);
- c. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms;
- 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. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- i. **Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- j. Traveling for the purpose of securing medical treatment;
- k. 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;
- l. 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;
- m. Accidental **injury** or **sickness** when attending against the advice of a **physician**;
- n. Care or treatment which is not **medically necessary**, except for related reconstructive surgery resulting from trauma, infection or disease;
- o. Any **loss**, condition, or event that was known, foreseeable, intended, or expected when **your policy** was purchased;
- p. **Your** participation in **civil disorder**, riot or a felony;
- q. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
- r. **Pandemic** or **epidemic**;
- s. **Your** failure to derive pleasure in, or benefit from, or profit from **your event**;
- t. Payments made for this **policy** and any other insurance;
- u. If **your tickets** do not contain specific **event** dates (open **tickets**);
- v. 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**; or
- w. Any **loss** or expense incurred as the result of a **pre-existing medical condition**.

SPINNAKER INSURANCE COMPANY

WASHINGTON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

APPLICABLE TO ALL PLANS

1. **SECTION I. DEFINITIONS**, the definitions of *Domestic partner* and *Sickness* are replaced by the following:

Domestic partner means a person, at least eighteen (18) years of age and capable of consenting to a domestic partnership, with whom *you* have been living in a spousal relationship with evidence of sharing a common residence prior to the *effective date* of coverage. Neither person may be:

- a. married to someone else;
- b. in a state registered domestic partnership with another person;
- c. be nearer in kin to each other than second cousin (whether by whole or half-blood); nor
- d. be a sibling, child, grandchild, aunt, uncle, niece or nephew of the other person.

Sickness means an illness or disease diagnosed or treated by a *physician* after *your effective date* of coverage under this *policy*.

2. **SECTION II. GENERAL PROVISIONS**, the **Concealment or Fraud**, **Subrogation**, **Arbitration**, **Location**, and **Controlling Law** provisions are replaced with the following:

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. An oral or written misrepresentation or warranty may not void the contract unless it is made with the intent to deceive.

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* will be completely reimbursed for a *loss* before *we* are entitled to recovery or subrogation proceeds. If *your loss* is more than *your* coverage limits, *you* are entitled to any recovery over what *we* have paid until *you* are completely reimbursed for *your loss*. *Our* right of subrogation will not exceed the amount of *our* payment.

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 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 of Washington, unless otherwise mutually agreed upon by the two sides.

Controlling Law: Any part of this **policy** that, on its effective date, conflicts with statutes of the state of Washington is hereby amended to conform to the minimum requirements of those statutes and control over any conflicting statutes of any state in which the **insured** resides on or after that date.

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

Payment of Claims: When Paid: Payable claims will be paid within fifteen (15) business days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

4. **SECTION VI. GENERAL EXCLUSIONS AND LIMITATIONS**, Exclusions a. and d. are deleted.

APPLICABLE TO PLANS RIG1000-5 AND RIG1000-6 ONLY

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

Payment of Claims: When Paid: Claims will be paid to the **property management company** within fifteen (15) business days after **we** or **our** designated representative receive complete proof of **loss**.

6. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Subrogation and Right of Recovery** provision is replaced with the following:

Subrogation and Right of Recovery: As a condition to receiving Accidental 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.

You will be completely reimbursed for a *loss* before *we* are entitled to recovery or subrogation proceeds. If *your loss* is more than *your* coverage limits, *you* are entitled to any recovery over what *we* have paid until *you* are completely reimbursed for *your loss*. *Our* right of subrogation will not exceed the amount of *our* payment.

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.

APPLICABLE TO ACCIDENTAL DEATH AND DISMEMBERMENT FORMS, SERIES RIG2000, BIS2000 AND BIS3000:

7. Exclusions c. and g. are deleted.

APPLICABLE TO ACCIDENTAL DEATH AND DISMEMBERMENT—COMMON CARRIER FORMS, SERIES RIG2001, BIS2001 AND BIS3001:

8. Exclusions c. and g. are deleted.

APPLICABLE TO ACCIDENTAL DEATH AND DISMEMBERMENT—COMMON CARRIER (AIR ONLY) FORMS, SERIES RIG2002, BIS2002 AND BIS3002:

9. Exclusions c. and g. are deleted.

APPLICABLE TO EMERGENCY EVACUATION AND REPATRIATION OF REMAINS FORMS, SERIES RIG2008, BIS2008 AND BIS3008:

10. Exclusions b. and f. are deleted.

APPLICABLE TO TRAVEL MEDICAL EXPENSE FORMS, SERIES RIG2030, BIS2030 AND BIS3030:

11. Exclusion f. is deleted.

All other provisions of the Policy apply.

PRIMARY RESIDENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

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

All other provisions of the Policy apply.

FACTS

WHAT SPINNAKER DOES WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Name and date of birth ▪ Property information and property records ▪ Checking account information and credit-based insurance scores
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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 Spinnaker chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does Spinnaker 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	No	No
For joint marketing with other financial companies	No	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	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call toll-free 1-800-747-3214.
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Who we are	
Who is providing this notice?	Spinnaker Insurance Company and its insurance company subsidiaries
What we do	
How does Spinnaker protect my personal information?	To protect your personal information from unauthorized access and use, we maintain physical, electronic, and procedural safeguards that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Spinnaker collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> ▪ 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.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ▪ 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.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Our affiliates include financial companies such as companies that share the Spinnaker, Mainsail, Masthead, or Hippo brand.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Spinnaker 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. <ul style="list-style-type: none"> ▪ Spinnaker doesn't jointly market.

Other Important Information	
<p>We will also comply with more restrictive state laws to the extent they apply.</p> <p>California Residents: We will not share your information with nonaffiliated third parties for their marketing purposes except with your express consent. California residents will also be provided an "Important Privacy Choices" notice explaining their rights under the California Financial Information Privacy Act.</p> <p>Nevada Residents: Nevada law allows us to make marketing calls to our existing customers listed on the National Do Not Call Registry. This notice is provided to you pursuant to state law. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by calling 1-888-221-7742. If you would like more information about our practices, you may call 1-888-221-7742. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginfo@ag.nv.gov.</p>	

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

AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, or VA Residents. You have the right to request access to, correction, and deletion of personal information that we have about you. Please contact us at compliance@spinnakerins.com or Spinnaker Insurance Company, 1 Pluckemin Way, Suite 102, Bedminster, NJ 07921 with a notarized letter and include your name, address, and your policy, contract, or account number, and describe the information you wish to access, delete, or correct.

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

Laura Hoensch

Laura Hoensch
General Counsel and Secretary



Powered by
battleface

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