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BASE REGISTRATION CANCELLATION

Connecticut

BISREG-01-CT 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 BIS1100 (06/2021). Insurance benefits vary by plan, please refer to the accompanying Confirmation of Coverage. You will find the specific information for the plan you purchased. Please contact the Plan Administrator immediately if you believe the Confirmation of Benefits contains incorrect information.

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

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

SPINNAKER INSURANCE COMPANY

A Stock Company Home Office: 233 S. Wacker Drive, Ste 5500, Chicago, IL 60606 Administrative Office: 1 Pluckemin Way, Bedminster, NJ 07921

TRAVEL INSURANCE POLICY

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

OUR PROMISE TO YOU FREE LOOK PERIOD

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

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SECTION I. DEFINITIONS

Accident 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.

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 facilityor 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.

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 at a destination.

Dangerous activities means:

- a. Scuba diving (below forty (40) meters or one hundred thirty (130) feet);
- b. Operating or learning to operate any aircraft, as student, pilot, or crew;
- c. Air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- d. Parkour;
- e. Riding, training or driving in races, or speed or endurance competitions or events;
- f. Hang gliding;
- g. Heli-skiing;
- h. *Mountain climbing* (over four thousand five hundred (4,500) meters);
- i. Participation in *professional athletic events*;
- j. Sky diving or parachuting;
- k. Bungee cord jumping;
- I. Spelunking or cave exploring;
- m. Extreme skiing;
- n. Extreme snowboarding; or
- o. Any activity materially similar to the above.

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 ina 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*.

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).

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;
- I. Niece or nephew;
- m. Legal guardian;

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- 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*.

Hospital means a facility that:

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

A *hospital* does not include:

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

Inclement weather means any *severe weather* condition other than a hurricane which 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*.

Insured means a person:

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

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**.

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.

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.

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

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**, or **family member**, 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.

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 where *you* are leaving from to start *your* covered trip.

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

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 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.

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.

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*.

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

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

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,* 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 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.

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.

Recovery: To the extent *we* pay for a loss suffered by *you*, *we* may recover from funds received by *you* from a third party. *You* will be made whole before *we* begin recovery. *You* must help *us* preserve *our* rights against those responsible for the *loss*. This may involve signing any papers and taking any other steps *we* may reasonably require. When *you* have been paid benefits under this *policy* but also recover from another policy, the amount recovered from the other policy shall be held in trust for *us* by *you* and reimbursed to *us* to the extent of *our* payment.

As a condition to receiving the applicable benefits listed above, **you** agree, except as may be limited or prohibited by applicable law, to reimburse **us** for any such benefits paid to or on behalf of **you**, if such benefits are recovered, in any form, from any third party or coverage.

In the event *we* claim a portion of a third party recovery from a suit brought by *you, we* will pay a prorate portion of the attorney's fees incurred in bring the suit.

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.

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.

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.

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

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

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

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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:

WHEN YOUR COVERAGE BEGINS

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

WHEN YOUR COVERAGE ENDS

All coverages end on:

a. 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. An *injury* or *sickness* 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. An *injury* or *sickness* 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.

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.
- In the event *you* are a minor, incompetent or otherwise unable to give a valid release for the claim, *we* may make arrangements to pay claims to *your* legal guardian, committee or other qualified representative.

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

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

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

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

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

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*, and *family member*. This *policy* does not cover any *loss* for, caused by or resulting from:

- a. Intentionally self-inflicted *injury*, suicide, or attempted suicide of *you*, or *your family member*, or *traveling companion* 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 *your family member*, whether insured or not;
- h. Participation in or *loss* due to *dangerous activities*;
- i. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses or contact lenses;
- j. *Normal pregnancy or childbirth*, or elective abortion. However, *unforeseen complications of pregnancy* are not excluded;
- k. Traveling for the purpose of securing medical treatment;
- I. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- m. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
- n. Accidental injury or sickness when traveling against the advice of a physician;
- o. Care or treatment which is not *medically necessary*, except for related reconstructive surgery resulting from trauma, infection or disease;
- p. Any *loss*, condition, or event that was known, foreseeable, intended, or expected when *your policy* was purchased;
- q. Your participation in civil disorder, riot or a felony;
- r. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
- s. A *pandemic* or *epidemic*;
- t. Your failure to derive pleasure in, or benefit from, or profit from your covered trip;
- u. If your tickets do not contain specific travel 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*;
- w. Any *loss* or expense incurred as the result of a *pre-existing medical condition*.

SPINNAKER INSURANCE COMPANY

CONNECTICUT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

Arbitration: *We* and one (1) or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* shall be voluntarily 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.

All other provisions of the Policy apply.

SPINNAKER

Rev. 06/2022

WHAT SPINNAKER DOES WITH YOUR PERSONAL INFORMATION? FACTS

| 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. | | | |
|---|---|-----------------------|-----------------------------|--|
| What? | The types of personal information we collect and share depend on the product or service you have with us. This information can include: Name and date of birth Property information and property records Checking account information and credit-based insurance scores | | | |
| 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. | | | |
| 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: 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 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. 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. 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. Spinnaker doesn't jointly market. | | |

Other Important Information

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

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

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

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 <u>compliance@spinnakerins.com</u> 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.

Deviddyny

David Ingrey, Chief Executive Officer, Secretary



Powered by **battleface**

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