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SEASON CANCELLATION AND INTERRUPTION INSURANCE

BISSEA1-01
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.

EVERSPAN INSURANCE COMPANY
One World Trade Center, 41st 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.

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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.

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

ALABAMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

- B. **Legal Action:** No legal action for a claim or inequity can be brought against **us** until sixty (60) days after **we** receive proof of **loss** as required by this **policy**. No action may be brought against **us** after the expiration of six (6) years after the time written proof of **loss** is required to be furnished.
- H. **Concealment or Fraud:** No misrepresentations or warranty made by **you** or on **your** behalf in the negotiation or application of this **policy** will defeat or void the **policy** or affect **our** obligation under the **policy** unless such misrepresentation or warranty:
 - 1. was fraudulent;
 - 2. was material either to the acceptance of the risk or to the hazard assumed by **us**; or
 - 3. if **we** in good faith would either not have issued the **policy**, or would not have issued a **policy** at the premium rate as applied for, or would not have issued a **policy** in as large an amount or would not have provided coverage with respect to the hazard resulting in the **loss** if the true facts had been made known to **us** as required either by the application for the **policy** or otherwise.

II. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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

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

EVERSPAN INSURANCE COMPANY

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

FREE LOOK PERIOD

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

- II. **SECTION I. DEFINITIONS**, the definition of **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. **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** until sixty (60) days after **we** receive Proof of Loss as required by this **policy**. No action may be brought against **us** after the expiration of five (5) years after the time written proof of loss is required to be furnished.

- IV. The following is added to **SECTION II. GENERAL PROVISIONS**, Subsection D., **Subrogation** provision:

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

- V. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

L. **Arbitration:** Upon mutual agreement, **we** and one (1) or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American

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

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.

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

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

Arkansas Insurance Department
Consumer Services Division
1 Commerce Way, Suite 102
Little Rock, AR 72202-2087

Telephone: +1 (800) 852 5494 or +1 (501) 371 2640

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

EVERSPAN INSURANCE COMPANY

ARIZONA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

I. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

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

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

EVERSPAN INSURANCE COMPANY

GEORGIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

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.

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

Domestic partner means a person of the same or opposite sex, at least eighteen (18) years of age, with whom **you** have shared a single residence with evidence of cohabitation for at least the previous six (6) continuous months prior to the execution of the affidavit of domestic partnership.

- III. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are deleted.

- IV. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 6., **Other Insurance with Us** provision is replaced by the following:

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

- V. The following provision is added to **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**:

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

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

EVERSPAN INSURANCE COMPANY

HAWAII AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

I. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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 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 Ohio, 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.

II. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

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

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

EVERSPAN INSURANCE COMPANY

IDAHO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

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 within thirty (30) days of the date **we** receive **your** notice to cancel. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated. After this ten (10)-day period, **your** premium is non-refundable.

- II. **SECTION I. DEFINITIONS**, the definitions of **Child(ren)**, **Complications of pregnancy** and **Spouse** are replaced by the following:

Child(ren) means **your children**, including an unmarried **child**, stepchild, legally adopted **child** or foster **child** who is under the age of eighteen (18) and primarily dependent on **you** for support and maintenance.

Complications of pregnancy means conditions requiring **hospital** confinement (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. cesarean section delivery;
- 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;
- h. Puerperal infection;
- i. Eclampsia;
- j. Toxemia; and
- k. 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**.

Spouse means any person with whom **you** have a legally valid marriage pursuant to Idaho statutes.

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

- B. **Legal Action:** No legal action for a claim or inequity can be brought against **us** until sixty (60) days after **we** receive proof of **loss** as required by this **policy**. No action may be brought against **us** after the expiration of five (5) years after the time written proof of **loss** is required to be furnished.

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

Contact Information: **You** may appeal any decision made by the **company** to the Idaho Department of Insurance by contacting:

Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd Floor
P.O. Box 83720
Boise, ID 83720-0043
1-800-721-3272
www.DOI.Idaho.gov

V. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:


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** but no later than thirty (30) days after receipt of such documentation.

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

- g. Commission or the attempt to commit a felony by **you**, **your traveling companion**, or **family member**, whether insured or not;

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

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", written over a horizontal line.

Steve Dresner
President

A stylized handwritten signature in blue ink, written over a horizontal line.

Nicholas Scott
General Counsel and Secretary

EVERSPAN INSURANCE COMPANY

IOWA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

I. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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

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

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

EVERSPAN INSURANCE COMPANY

KENTUCKY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

I. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are deleted.

II. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

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

III. The following provision is added to **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**:

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

IV. **SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusion d. is replaced by the following:

- d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms;

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

EVERSPAN INSURANCE COMPANY

LOUISIANA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

- I. **SECTION I. DEFINITIONS**, the definitions of **Family member** and **Spouse** are replaced by the following:

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

- a. **Spouse**;
- 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** of any of the above.

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

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

- II. **SECTION I. DEFINITIONS**, the definition of **domestic partner** is deleted.
- III. The following is added to **SECTION II. GENERAL PROVISIONS**, Subsection D., **Subrogation** provision:
- We** are not entitled to recovery until **you** have been fully compensated for the **loss** sustained. **We** will share in the legal expenses incurred.
- IV. **SECTION II. GENERAL PROVISIONS**, Subsection H., **Concealment or Fraud** provision is replaced by the following:

- 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 with the intent to deceive when applying for coverage relating to this *policy*. If *you* or someone acting on *your* behalf, has made false statements, intentionally concealed or misrepresented any material fact or circumstance with the intent to deceive after this *policy* is issued, coverage will be denied. However, if coverage is denied for this reason, *we* will continue to provide coverage for legitimate claims until the cancellation is effective.
- V. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:
- 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 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.
- VI. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:
1. **Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after *we* or *our* designated representative receive and verify the completeness of all required documentation of the *loss*.
- VII. **SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions a., e., f. and g. are replaced by the following:
- a. Intentionally self-inflicted *injury*, suicide, or attempted suicide of *you, your traveling companion, or family member* while sane;

- e. Being under the influence of drugs or narcotics, unless administered upon the advice of a **physician** as prescribed. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in the **loss**;
- f. Intoxication above the legal limit at **your** location at the time of **loss**. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in the **loss**;
- g. Commission or the attempt to commit a criminal act by **you, your traveling companion, or family member**, whether insured or not. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in the **loss**;

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

EVERSPAN INSURANCE COMPANY

MAINE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

- I. **SECTION I. DEFINITIONS**, the definitions of **Hospital**, **Injury or injured** and **Medically necessary** are replaced by the following:

Hospital means a facility that:

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

A **hospital** does not include:

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

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

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

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

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

III. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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

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

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

V. The following provision is added to **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**:

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

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

- e. Substantial breach of contractual duties, conditions or warranties.

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

VI. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

- 1. **Payment of Claims: When Paid:** Payable claims will be paid as soon as, but not later than thirty (30) days after, **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

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

EVERSPAN INSURANCE COMPANY

MARYLAND AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

FREE LOOK PERIOD

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

- II. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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

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.

All other provisions of the *policy* apply.

EVERSPAN INSURANCE COMPANY

MICHIGAN AMENDATORY ENDORSEMENT

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.

The **TRAVEL INSURANCE POLICY** is amended as follows:

- I. **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**.

- II. **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** until sixty (60) days after **we** receive Proof of Loss as required by this **policy**. No action may be brought against **us** after the expiration of six (6) years after the time written proof of **loss** is required to be furnished.

- III. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location** and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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

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 and county in which the **insured** resides, 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.

IV. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

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**. All benefits will be paid within sixty (60) days after receipt of acceptable proof of **loss**.

V. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 3., **Notice of Claim** provision is replaced by the following:

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. Failure to furnish notice within such time will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice during that time and the notice was given as soon as reasonably possible.

VI. **SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions a., e., f. and g. are replaced by the following:

- a. Intentionally self-inflicted **injury**, suicide, or attempted suicide of **you, your traveling companion, or family member** while sane;
- e. Being under the influence of drugs or substances, unless administered upon the advice of a **physician** and taken as prescribed, during the commission of or attempted commission of a felony, or while engaged in an illegal occupation or other willful criminal activity, that resulted in a conviction by a court or other adjudicatory body. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in **loss**;
- f. Being under the influence of intoxication during the commission of or attempted commission of a felony, or while engaged in an illegal occupation or other willful criminal activity that resulted in a conviction by a court or other adjudicatory body. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in **loss**;
- g. Conviction by a court or other adjudicatory body of the commission or the attempt to commit a criminal act that resulted in **loss** by **you, your traveling companion, or family member**, whether insured or not. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in **loss**;

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

EVERSPAN INSURANCE COMPANY

MISSISSIPPI AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

I. **SECTION II. GENERAL PROVISIONS**, Subsection J., **Physical Examinations and Autopsy** provision is replaced by the following:

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

II. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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 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.

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

EVERSPAN INSURANCE COMPANY

MISSISSIPPI
ARBITRATION DISCLOSURE

- A. THE POLICY CONTAINS A BINDING ARBITRATION AGREEMENT.
- B. THE ARBITRATION PROVISION REQUIRES ALL DISPUTES RELATED TO THE POLICY TO BE RESOLVED BY ARBITRATION AND NOT IN A COURT OF LAW.
- C. THE RESULTS OF ANY ARBITRATION PROCEEDING ARE GENERALLY FINAL AND BINDING ON THE INSURED AND THE COMPANY.
- D. IN AN ARBITRATION, ONE OR MORE ARBITRATORS, WHO ARE INDEPENDENT, NEUTRAL DECISION MAKERS, RENDER A DECISION AFTER HEARING THE POSITIONS OF THE PARTIES.
- E. WHEN THE INSURED ACCEPTS A POLICY CONTAINING A BINDING ARBITRATION PROVISION, THE INSURED AGREES TO RESOLVE ANY DISPUTE RELATED TO THE POLICY BY BINDING ARBITRATION INSTEAD OF A TRIAL IN COURT, INCLUDING A TRIAL BY JURY.
- F. BINDING ARBITRATION GENERALLY TAKES THE PLACE OF RESOLVING DISPUTES BY A JUDGE AND JURY.
- G. AN INSURED WHO NEEDS ADDITIONAL INFORMATION REGARDING THE BINDING ARBITRATION PROVISION IN THE POLICY MAY CONTACT OUR TOLL-FREE ASSISTANCE LINE AT 1-855-355-0327.
- H. THE INSURED WILL HAVE FIVE (5) DAYS FROM AND AFTER DELIVERY OF THE POLICY TO THE INSURED TO REJECT THE POLICY IF HE/SHE DOES NOT WANT TO ACCEPT THE REQUIREMENTS FOR ARBITRATION.

EVERSPAN INSURANCE COMPANY

NEBRASKA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

- 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. **You** must be made whole and fully compensated before **we** can seek reimbursement.

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

- H. **Concealment or Fraud:** No misrepresentations or warranty made by **you** or on **your** behalf in the negotiation or application of this **policy** will defeat or void the **policy** or affect **our** obligation under the **policy** unless such misrepresentation or warranty:
- a. was material;
 - b. was made knowingly with the intent to deceive;
 - c. was relied and acted upon by **us**; and
 - d. deceived **us** to its injury.

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

III. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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

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.

IV. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

1. **Payment of Claims: When Paid:** Within fifteen (15) days after receipt of settlement information or a properly executed proof of **loss**, **we** will advise **you** of the acceptance or denial of the claim. If more time is needed, **we** will notify **you** within fifteen (15) days after receipt of settlement information or properly executed proof of **loss** stating the reason more time is needed. If more time is still needed, **we** will notify **you** within thirty (30) days from the initial notification and every thirty (30) days thereafter. Payable claims will be paid as soon as **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

V. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 3., **Notice of Claim** provision is replaced by the following:

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. **We** will acknowledge receipt of the notice of claim within fifteen (15) days unless such claim is paid within that time period.

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

EVERSPAN INSURANCE COMPANY

NEW JERSEY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

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

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

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

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

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

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

III. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

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

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

EVERSPAN INSURANCE COMPANY

NEW MEXICO AMENDATORY ENDORSEMENT

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.

The **TRAVEL INSURANCE POLICY** is amended as follows:

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

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

- II. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** is replaced by the following:

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

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

EVERSPAN INSURANCE COMPANY

NORTH CAROLINA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

Pre-existing medical condition means a condition of **you, your traveling companion, family member, 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. Which diagnosis, care or treatment was recommended by or received from a **physician**, or
- b. Required a change in prescribed medication.

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

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

- II. **SECTION I. DEFINITIONS**, the following is added to the definition of **Hospital**:

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

- III. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration** replaced by the following:

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

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 county and 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.

IV. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 5., **Proof of Loss** is replaced by the following:

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**.

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

EVERSPAN INSURANCE COMPANY

OHIO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

SECTION IV. CLAIMS PROCEDURES AND PAYMENT, Subsection 1., **Payment of Claims: When Paid** provision is revised to include the following:

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

All other provisions of the *policy* apply.

EVERSPAN INSURANCE COMPANY

OKLAHOMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

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

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

FREE LOOK PERIOD

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

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

Domestic partner means a person of the opposite sex not related by blood, who is at least eighteen (18) years of age, with whom **you** have been living in a spousal relationship with evidence of cohabitation for at least ten (10) continuous months prior to the **effective date** of coverage.

IV. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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

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 and county 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.

V. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

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

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

EVERSPAN INSURANCE COMPANY

SOUTH DAKOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

- I. 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** ten (10) days after the date of delivery of **your policy** by electronic means or fifteen (15) days after the date of delivery of **your policy** by postal mail to review **your policy**. If, during this free look period, **you** are not completely satisfied for any reason, **you** may cancel **your policy** and receive a full refund. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated. After this free look period, **your** premium is non-refundable.

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

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

- III. **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** until sixty (60) days after **we** receive Proof of Loss as required by this **policy**. No action may be brought against **us** after the expiration of six (6) years after the time written proof of **loss** is required to be furnished.

- IV. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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

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 a non-binding arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.

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

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

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

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

EVERSPAN INSURANCE COMPANY

VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

FREE LOOK PERIOD

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

- II. **SECTION I. DEFINITIONS**, the definitions of **Family member** and **Spouse** are replaced by the following:

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

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

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

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

III. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location**, and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

- 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 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.

All other provisions of the *policy* apply.

EVERSPAN INSURANCE COMPANY

VIRGINIA NOTICE

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

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

**Everspan Insurance Company
c/o battleface Insurance Services
45 East Lincoln Street
Columbus, OH 45213**

+1 (855) 998 2928

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

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

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

EVERSPAN INSURANCE COMPANY

WEST VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

I. **SECTION II. GENERAL PROVISIONS**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location** and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:

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

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:** If coverage is found to exist, **we** shall pay all arbitrator's fees. Otherwise, each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to **you** that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one party shall be divided equally among such parties.

3. **Location:** Any arbitration hereunder shall take place in the state and county 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.

II. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

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**. All benefits will be paid within fifteen (15) working days following the date **you** and **we** reach an agreement on the amount of **loss**.

All other provisions of the *policy* apply.

EVERSPAN INSURANCE COMPANY

WISCONSIN AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

I. **SECTION II. GENERAL PROVISIONS**, Subsection D., **Subrogation** is replaced by the following:

- 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. **You** must be made whole and fully compensated before **we** can seek reimbursement.

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

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

III. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

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

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

EVERSPAN INSURANCE COMPANY
WISCONSIN NOTICE
CONCERNING INSURANCE COMPLAINTS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

**Everspan Insurance Company
c/o battleface Insurance Services
45 East Lincoln Street
Columbus, OH 45213**

+1 (855) 998 2928

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

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

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

**FAX: (608) 264-8115
E-mail: complaints@oci.state.wi.us**

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

EVERSPAN INSURANCE COMPANY

WYOMING AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

- I. **SECTION II. GENERAL PROVISIONS**, Subsection B., **Legal Action**, Subsection L., **Arbitration**, Subsection L. 1., **Selection of Arbitrators**, Subsection L. 2., **Payment of Arbitration Fees and Costs**, Subsection L. 3., **Location** and Subsection L. 4., **Entry of Arbitration Award** provisions are replaced by the following:
- 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 four (4) years after the time written proof of **loss** is required to be furnished.
- L. **Arbitration:** Upon mutual agreement, **we** and one (1) or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this **policy**, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.
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.

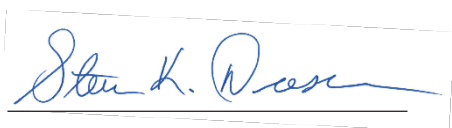
II. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection 1., **Payment of Claims: When Paid** provision is replaced by the following:

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

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", written over a horizontal line.

Steve Dresner
President

A handwritten signature in blue ink, appearing to read "Nicholas Scott", written over a horizontal line.

Nicholas Scott
General Counsel and Secretary



battleface Insurance Services LLC

45 East Lincoln Street
Columbus, OH 43215

t: +1 (855) 998 2928

e: usa@battleface.com