

GREAT AMERICAN INSURANCE COMPANY
TRAVEL INSURANCE CERTIFICATE

This Certificate, which is part of the Policy, is issued to “you” under the Policy in consideration of enrollment and payment of the premium due. The Policy is a contract between Great American Insurance Company (herein referred to as “we”, “us”, and “our”) and the “policyholder”. The benefits of the Policy are described in this Certificate. Please refer to the “schedule of benefits” which provides “you” with specific information about the program “you” purchased. Please contact “us” or “our” Administrator immediately if “you” believe any of the information provided is incorrect.

IT IS IMPORTANT THAT “YOU” READ “YOUR” CERTIFICATE CAREFULLY.

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” Certificate. If, during this ten (10) day period, “you” are not completely satisfied for any reason, “you” may cancel “your” Certificate 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, not including the United States Armed Forces Reserves.

“Actual cash value” means the lesser of an item’s original purchase price, or an item of similar characteristic and quality, less depreciation.

“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” “immediate family member” who has a physical or mental impairment. The “caregiver” must be employed by “you” or “your” “immediate 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” or grandchildren, 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 and includes: the date of travel shown on “your” membership “confirmation” letter for which “you” purchased this Certificate.

“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 the Policy, a “terrorist incident” is not “cyber terrorism” as defined.

“Deductible” means the amount of charges that must be incurred by “you” before benefits become payable. The amount of the “deductible” is shown in the “schedule of benefits” for each benefit to which a “deductible” applies.

“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 form; or
- b. the date of departure as indicated on “your” enrollment form.

“Destination” means any place “you” are scheduled to travel to on “your” “covered trip”, as shown in the enrollment form.

“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 Certificate.

“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, or sporting, or theatrical, experience, or recreational “event” for which a “ticket” is purchased by “you”.

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

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

“Exchange property/ies” means resorts or “hotels” or accommodations within an “exchange company” network to provide timeshare “exchange” accommodations for contracted members.

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

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

“Financial default” means the cessation or partial suspension of operations due to insolvency, by a tour operator, cruise line, airline, resort, rental company, or other “travel supplier” provided the “financial default” occurs more than ten (10) days following the Certificate “effective date”.

“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.

“Guest” means a person who is scheduled to travel on a “covered trip”.

“Guest fees” means the fees associated with the issuance of a “guest” certificate on “your” behalf to another person when such “guest” certificate has been used for an “exchange”.

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

“Host at destination” means a person with whom “you” are sharing pre-arranged overnight accommodations at the host’s usual principal place of residence.

“Hotel” means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and

“reservations” are required.

“Immediate family member” means “your” or “your” “traveling companion’s”:

- a. “spouse”, civil union partner or “domestic partner”;
- b. “child”;
- c. siblings;
- d. parents; or
- e. grandparent, step-grandparent, grandchild, or step-grandchild.

“Immediate family member” also includes these relations to “your” “spouse”, civil union partner or “domestic partner”.

“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 activity.

“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 Certificate is in force and resulting directly and independently of all other causes of “loss” covered by this Certificate. The “injury” must be verified by a “physician”.

“Inpatient” means a person:

- a. who is confined in a “hospital” as a registered bed patient for at least forty eight (48) hours; and
- b. for whom at least one (1) day’s room and board is charged by the “hospital” unless confined as an “inpatient” in any military, veterans or other government supported or sponsored “hospital” for which a charge for room and board is not made.

“Insured” means a person:

- a. for whom any required enrollment form has been completed;
- b. for whom any required cost has been paid;
- c. who is a member of “your” household during the Certificate term; and
- d. for whom a “covered trip” or “event” is scheduled.

“Key employee” means an employee with a five percent (5%) or more ownership and/or an owner or employee whose knowledge, work or overall contribution is uniquely valuable to the business.

“Loss” means an “unforeseen” event or incident (subject to the exceptions contained in the following sentence(s) 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”.

“Maintenance charges” means the term assessment or fees, billed for maintenance fees, taxes, dues and/or operational and management fees by the “property management company” “travel arranger” and which “you” must pay for membership access rights and/or use-year rights. “Maintenance charges” specifically exclude special assessments by the “property management company”, late fees, voluntary contributions, or non-ordinary federal or state income or governmental taxes by any authority, regardless if billed, filed and reconciled on “your” behalf by the “property management company”.

“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, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.) or any related physical manifestation. “Mental, nervous or psychological disorder” does not include drug addiction, marijuana addiction, or alcohol addiction.

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

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

“Pandemic” means an “epidemic” over a wide geographic area that affects a large portion of the population that is declared as such by the World Health Organization or Centers For Disease Control with the exception of the disease known as COVID-19.

“Payments or deposits” means the cash, check, or credit card amounts actually paid for “your” “event”. 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 “covered trip” “payment or deposit” is made is considered day one (1) of the period during which “you” may qualify for the pre-existing medical conditions waiver. Certificates, vouchers, frequent traveler rewards, miles or points, discounts and/or credits applied (in part or in full) towards the cost of “your” “covered trip” are included as not “payments or deposits” as defined herein.

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

- a. eyeglasses sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
- b. antiques and collectors’ items;
- c. household items and furnishings; and

d. animals.

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

"Physician" means a licensed practitioner of medical, surgical, or dental services, acting within the scope of their license or accreditation. In cases of "sickness" or "injury" of a "pet" or "service animal", "physician" means a licensed veterinarian. The treating "physician" cannot be "you", "your" "traveling companion", an "immediate family member", or a "business partner".

"Policyholder" means the entity to which the Policy is issued and is named in Section I. of the Policy.

"Pre-existing medical condition" means an "injury", "sickness", death or other condition of "you", "your" "traveling companion", "immediate family member" traveling with "you", "host at destination", "business partner", "guide/outfitter", "childcare provider", "pet", or "service animal", to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this Certificate:

- 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:

1. between a brand name and a generic medication with comparable dosage; or
2. an adjustment to insulin or anti-coagulant dosage.

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

"Prepaid" means "payments or deposits" paid by "you" to a "travel supplier" for "travel arrangements" for "your" "covered trip" prior to "your" "departure date". "Payments or deposits" for shore excursions, theater, concert or event "tickets" or fees, or sightseeing, if such arrangements are made during "your" "covered trip" and are to be used prior to the "return date" of "your" "covered trip" are not considered "prepaid" as defined herein.

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

"Primary residence" means "your" fixed, permanent and main home for legal and tax purposes.

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

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

"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", "immediate family member", "business partner", "pet" or "service animal" from entering a country is not a "quarantine".

"Reasonable additional expenses" means expenses for:

- a. meals;
- b. essential telephone calls;
- c. local "transportation" (taxi fares, mass transit, rental vehicle, etc.);
- d. parking costs;
- e. internet usage fees;
- f. "common carrier" change fees; and
- g. lodging,

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

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

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

"Rental property" means a "hotel" room, vacation home, or other rented property "you" booked to occupy during the "stay".

"Rental return date" means the "return date" listed on the "rented vehicle agreement".

"Rented vehicle agreement" means the entire contract into which "you" enter when renting or leasing a vehicle from a rental car or leasing agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the agreement. The period of the "rented vehicle agreement" may not exceed three hundred sixty-four (364) days.

"Replacement cost" means the cost to replace the insured property with other property of comparable material and quality used for the same purpose.

"Reservation(s)" mean(s) a confirmed "stay" at a "hotel", resort, or "rental property" with a confirmed arrival date and a confirmed "departure date" made through the "travel supplier".

"Return date" means the date on which "you" are scheduled to return from a "covered trip" to the point where the "covered trip" started or to a different specified "return destination" or to "your" "primary residence". This date is specified in the enrollment form.

"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 Certificate benefits and the amount of coverage for each benefit, as well as options that may be added to "your" Certificate. Each of these benefits will pay up to the Maximum Limit shown for covered "losses".

"Season" means the period of time when the "season/annual pass" is valid.

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

“Service animal” means any guide dog, or signal dog individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, pulling a wheelchair, or fetching dropped items. “Service animal” does not include emotional support, therapy, comfort or companion animals.

“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 Certificate. “Sickness” does not include “mental, nervous or psychological disorder”. “Sickness” does not include drug addiction, marijuana addiction, or alcohol addiction.

“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” means the duration of time from the date “you” check in at the “rental property” to the date “you” check out of the “rental property”.

“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.

“Telemedicine” means the remote diagnosis and treatment of patients by a “physician” using telecommunications technology, using two-way video, email, smart phones, wireless tools and other forms of telecommunications technology. As used in this definition, “telemedicine” is not an audio-only, telephone conversation, e-mail/instant messaging conversation, or fax.

“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 that results in loss of life or major damage to a person or property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government or to achieve a political, ethnic, or religious result. 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. The following are not considered “terrorist incidents”, even if committed by any person acting on behalf of, or in connection with, any organization that is classified as a Foreign Terrorist Organization by the U.S. Department of State: an act of war (declared or undeclared); “C.B.R.N. incident”; “cyber terrorism”; or “cyberattack”; “civil disorder”; “electromagnetic event”; or riot.

“Ticket” means a “ticket” issued on paper or in electronic documentation or registration fee to an entertainment, or 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”.

“Travel arranger” means the agent or agency that is responsible for ordering and making financial exchange for “travel arrangements”.

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

“Traveling companion” means a person or persons with whom “you” have coordinated “travel arrangements” and intend to travel with “you” during the “covered trip”. Note: A group or tour leader is not considered a “traveling companion” unless “you” are sharing room accommodations with the group or tour leader.

“Unforeseen” or “unforeseeable” means not known, anticipated or reasonably expected, and occurring after the “effective date” of “your” Certificate.

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

“We”, “us” or “our” means Great American Insurance Company and its agents.

“You” or “your” means the “insured”.

SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

- A. **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 Certificate. 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.
- B. **Payment of Premium:** This Certificate 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.
- C. **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.

- D. **Termination of this Certificate:** Termination of this Certificate will not affect a claim for “loss” if the “loss” occurred while this Certificate was in force.
- E. **Excess Insurance Limitation:** The insurance provided by the Policy shall be excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any “loss” payable under this Certificate there is other valid and collectible insurance or indemnity in place, “we” shall be liable only for the excess of the amount of “loss”, over the amount of such other insurance or indemnity.
- F. **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.
- G. **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 Certificate or a claim.
- H. **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 Certificate.
- I. **Certificate Changes:** “You” may request changes to the Certificate 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” Certificate 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 “you”. Requested changes will be effective with “our” acceptance and “your” payment of incurred premium due.
- J. **Arbitration:** “We” and one (1) or more “insured(s)” with respect to the rights of such “insured(s)” under this Certificate shall be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this Certificate, 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 the party 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 “insured’s” 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.
- K. **Transfer of Coverage:** Coverage under the Policy and evidenced by this Certificate cannot be transferred by “you” to anyone else.
- L. **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.

- M. **Assignment:** “You” may not assign any of “your” rights, privileges or benefits under this Certificate without “our” prior consent.
- N. **Controlling Law:** Any part of this Certificate that conflicts with the state law where this Certificate is issued is changed to meet the minimum requirements of that law.
- O. “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” 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 Certificate and pay premium due. If “your” minor “child” is traveling with “you”, “you” must complete an enrollment form for the “child” and pay premium due. If accepted by “us”, each applicant will become an “insured”.

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

In order to be eligible for coverage, “losses” must occur while “your” Certificate is in effect.

Subject to payment of any premium due:

- B. **When Your Coverage Begins:**

All coverages will begin 12:01 A.M. Local Standard Time on the “departure date” shown on the “confirmation”.

- C. **When Your Coverage Ends:**

All coverages will end the date listed as the “return date” by “you” on the “confirmation”.

SECTION IV. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

- A. Unless otherwise noted, the following provisions will apply to all benefits:

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

- 3. **Notice of Claim:** “You” or someone acting on “your” behalf must contact “our” administrator listed on “your” Certificate, 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 Certificate 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”.

B. The following provisions apply to Security Deposit Waiver:

- 1. **Claims:** All damage for which a claim may be made under this coverage must be reported to the “property management company” no later than one (1) days of the stay check-out date. Only those damages/“losses” reported on the original claim submission will be reviewed. “We” or “our” designated representative will have the sole authority to determine the extent of repairs or replacement necessary.
- 2. “You” must agree to give “us” permission to pay the “property management company” directly on “your” behalf, if “you” have not already, directly paid.
- 3. **Claim Procedures: Notice of Claim:** The claim form must be submitted by “you” or the “property management company” to “our” designated representative, as shown in the “schedule of benefits” within fifteen (15) days of discovery of the damage. All original documents received become the property of “us” or “our” designated representative.
- 4. **Proof of Loss:** “You” or the “property management company” must provide “us” or “our” designated representative the original documentation of the damage and proof of the cost for replacement or repair within fifteen (15) days of the initial filing. “You” or the “property management company” must provide details of how the damage occurred and steps taken to reduce and/or repair the damage.
- 5. **Payment of Claims: When Paid:** Claims will be paid to “you” or the “property management company” as soon as “we” or “our” designated representative receive complete Proof of Loss.

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”, “immediate family member”, “host at destination”, “business partner”, “pet” and “service animal”. The 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”, “immediate family member” or “business partner” while sane or insane;
- b. war (whether declared or not) or act of war, participation in a “civil disorder”, riot, insurrection or unrest (unless specifically covered herein);
- c. “mental, nervous or psychological disorder”;
- d. being under the influence of drugs or narcotics, unless administered upon the advice of a “physician” as prescribed;
- e. intoxication above the legal limit at “your” location at the time of “loss”;
- f. commission or the attempt to commit a criminal act by “you”, “your” “traveling companion”, or “immediate family member”, whether insured or not;
- g. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- h. any treatment or medication which, at the time of departure, is required to be continued during the “covered trip”;
- i. “normal pregnancy or childbirth”, or elective abortion. However, “unforeseen” “complications of pregnancy” are not excluded;
- j. traveling for the purpose of securing medical treatment;
- k. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- l. care or treatment for which compensation is payable under Worker’s Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
- m. “accidental” “injury” or “sickness” when traveling against the advice of a “physician”;
- n. care or treatment which is not “medically necessary”, except for related reconstructive surgery resulting from trauma, infection or disease;
- o. any “loss”, condition, or event that was known, foreseeable, intended, or expected when “your” Certificate was purchased;
- p. “your” participation in “civil disorder”, riot or a felony;
- q. acts, travel alerts/bulletins, or prohibitions by any government or public authority;
- r. a “pandemic” or “epidemic”;
- s. “your” failure to derive pleasure in, or benefit from, or profit from “your” “covered trip”;
- t. disruption of travel or any “loss”, “sickness” or “injury” directly or indirectly caused by “cyber terrorism” or “cyberattack”;
- u. disruption of travel or any “loss”, “sickness” or “injury” directly or indirectly caused by an “impact event”;
- v. disruption of travel or any “loss”, “sickness” or “injury” directly or indirectly caused by an electromagnetic event;

- w. disruption of travel or any "loss", "sickness" or "injury" directly or indirectly caused by an "C.B.R.N. incident"; or
- x. any "loss" or expense incurred as the result of a "pre-existing medical condition".

SEASON/ANNUAL PASS INTERRUPTION

“We” will pay a benefit to reimburse “you” the pro-rated, non-refundable cost of a “season/annual pass”, less any available “refunds”, up to the Maximum Limit shown in the “schedule of benefits”, in the event “you” must interrupt attendance at one (1) or more “admission days” due to one (1) or more of the following “unforeseen” occurrences:

Health and Family

- a. Any “sickness”, “injury” or death; occurring to “you”, or a “ticketholder”, or an “immediate family member”. “Sickness” or “injury” must be so disabling as to cause a reasonable person to interrupt travel to or attendance at the “admission day(s)” and, preventing continued attendance at the “admission day(s)” and prevents use of the “season/annual pass” for at least one day which results in medically imposed restrictions as certified by a “physician” at the time of “loss” preventing “your”, or the “ticketholder’s”, or the “immediate family member’s” continued attendance at the “admission day(s)”. “You”, or the “ticketholder”, or the “immediate family member” must be examined via in person or via “telemedicine” technology by a “physician” seventy-two (72) hours of the interruption, and the “physician” must advise “you”, or the “ticketholder”, or the “immediate family member” to return home;
- b. “You” or a “ticketholder” have “complications of pregnancy” during the “admission day(s)” and, preventing continued travel to or attendance at the “admission day(s)” and prevents use of the “season/annual pass” for at least one (1) day. The onset of these conditions must occur after “your” “effective date” of coverage and must be verified by medical records.

Transportation and Accommodation

- a. a “mechanical breakdown” of “your” or a “ticketholder’s” vehicle, preventing continued travel to or attendance at the “admission day(s)” or, prevents use of the “season/annual pass” for at least one (1), resulting in the non-use of the vehicle as “transportation” to the to the “season/annual pass” facility. “You” must provide proof of the “mechanical breakdown”, such as a tow truck or mechanic’s receipt or a police report.

Weather

- a. “inclement weather” during the “admission day(s)” for at least one (1) day which results in “your” or a “ticketholder’s” inability to attend or remain at the “admission day(s)” location. 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 “admission day(s)” is cancelled due to weather, “you” or the “ticketholder” will not qualify for this coverage.

Legal

- a. “you” or a “ticketholder” being required to serve jury duty, or legally required to attend a legal proceeding so as to prevent use of the “season/annual pass” for at least one (1) day. The following condition applies: The attendance must not be in the course of “your” or the “ticketholder’s” occupation (for example, if “you” or the “ticketholder” are attending in the capacity of an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).

Personal Safety and Security

- a. fire, burglary, vandalism or “natural disaster” which causes “your” or the “ticketholder’s” “primary residence” to be “uninhabitable”, so as to prevent use of the “season/annual pass” for at least one (1) day;
- b. “You” and/or a “ticketholder” are the victim of “felonious assault” on an “admission day”, and as a result, are unable to use of the “season/annual pass” for at least one (1) day;
- c. A “terrorist incident” occurs within a fifty (50) mile radius of the city to be visited in which the “season/annual pass” facility is located, and which prevents use of “admission days” for at least one (1) day. 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” Certificate’s “effective date”; and
 - (2) The “terrorist incident” must occur during the “season”.

Work/Military

- a. “You” or a “ticketholder”, or “your” or a “ticketholder’s” “immediate family member” are called to “active military duty” during the “admission day(s)”, for at least one (1) day, to provide aid or relief in the event of a “natural disaster”, or military leave is revoked or reassigned during the “admission day(s)”, for at least one (1) day, except because of war, the War Powers Act, or disciplinary action. The military leave for the dates of travel to the “admission day(s)” must have been approved prior to “your” “effective date”; or
- b. “You” or a “ticketholder”, or “your” or a “ticketholder’s” “immediate family member” are called to duty as a “first responder” during the “admission day(s)” one (1) day 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:

“Admission day(s)” means one (1) or more discrete days of admission as part of a “season/annual pass” for entertainment, sporting, theatrical, or recreational facilities or entities.

“Mechanical breakdown” means a mechanical issue which prevents a vehicle from being driven, a flat tire requiring professional roadside assistance, or a vehicle becoming inoperable. “Mechanical breakdown” does not include running out of gas, the need for routine maintenance, or inoperability because of lost, unavailable or stolen keys.

“Refund” or “refunds” means:

- a. cash returned to “you” by the supplier;
- b. any credit or voucher for future “admission day(s)” “you” receive or are entitled to receive from the supplier; or
- c. any credits, recoveries or reimbursements “you” receive or are entitled to receive from “your” employer, another insurance company, a credit card issuer or any other institution.

“Ticketholder” means “you” or the person who receives a “season/annual pass” covered under the Policy.

SEASON/ANNUAL PASS CANCELLATION

“We” will pay a benefit to reimburse “you” the pro-rated cost of a “season/annual pass”, less any available “refunds”, up to the Maximum Limit shown in the “schedule of benefits”, in the event the “ticketholder” is unable to use their “season/annual pass” due to one (1) or more of the following “unforeseen” occurrences:

Work

- a. “You” are involuntarily terminated or laid off through no fault of “your” own, provided that “you” have been an active employee with the same employer for at least three (3) 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.

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

NEVADA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

- I. **SECTION III. PREMIUMS**, Subsection B., **Premium Rate Change** is replaced by the following:
- B. **Premium Rate Change:** "We" have the right to change premium rates on any renewal date. "We" will give the "policyholder" thirty-one (31) days advance notice in writing of any such change. "We" may also change the rates when any change affecting rates is made in the Policy.

TRAVEL INSURANCE CERTIFICATE

- I. The **FREE LOOK PERIOD** on page 1 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" Certificate by electronic means or fifteen (15) days after the date of delivery of "your" Certificate by postal mail to review "your" Certificate. If, during this free look period, "you" are not completely satisfied for any reason, "you" may cancel "your" Certificate 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 "Domestic partner" and "Pre-existing medical condition" are replaced by the following:

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

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

"Pre-existing medical condition" means an "injury", "sickness", death or other condition of "you", "your" traveling companion, "immediate family member", "host at destination", "pet", or "service animal", to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this Certificate: medical advice, diagnosis, care, or treatment was recommended by or received from a "physician".

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

III. The following is added to **SECTION II. GENERAL PROVISIONS**, Subsection C., **Subrogation** provision:

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

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

J. **Arbitration:** Upon mutual agreement, “we” and one (1) or more “insured(s)” with respect to the rights of such “insured(s)” under this Certificate shall be submitted to non-binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this Certificate, 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 the party 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 “insured’s” 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.

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

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

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

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

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

All other terms and conditions of the Certificate remain unchanged.