

**DECISION PAPER**

**2020 / 2021 Winter Season – Spring Sale Prices**

**Downhill Ski - Cross Country Ski**

**Season Passes**

February 14, 2020



**ISSUE:**

Management desires to launch winter 2020/2021 season pass rates on March 17, 2020 to be on sale March 17<sup>th</sup> through April 30<sup>th</sup>. Launching a spring pass sale during a good-strong season capitalizes on customer demand momentum. These 2020/2021 winter prices need to be reviewed and approved by the Board.

**BACKGROUND:**

Both Downhill Ski and Cross-Country Ski had record winter 19/20 season pass sales, in both volume and sales dollars. The strong pass sales are attributed to great winter 18/19, good early season winter 19/20 conditions, focused effective marketing efforts, as well as, the continued increasing in day ticket prices (both non-peak and peak). This latter attribute creating an improved value proposition in purchasing a season pass.

Total pass/program sales for winter:

\$194,000 for 14/15

\$212,000 for 15/16

\$454,000 for 16/17 *record pass sales, large snow year*

\$467,000 for 17/18 *new record pass sales, despite low snow year*

\$632,000 for 18/19 *new record pass sales, big snow year*

\$857,000 for 19/20 *pass sales to date 1/28/2020, up 36% to py season total (pace up \$245k/40%)*

**Pass Sales Mix Qty/Dollars in 19/20 and the variance of 19/20 STD versus 18/19 STD:**

Pass Type	Qty Mix	Rev\$ Mix	Qty Chg	Rev\$Chg
XC Member	24%	21%	32%	42%
XC Public	20%	26%	51%	51%
XC/DH Combo Member	14%	11%	23%	53%
XC/DH Combo Public	2%	3%	(37%)	(13%)
DH Member	18%	20%	39%	44%
DH Public	10%	17%	17%	26%
DH <7 & 70+ Member	9%	1%	45%	88%
DH <7 Public	3%	1%	(56%)	(19%)
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>23%</b>	<b>40%</b>

**Overall yield is up 14% S2S (all pass sales divided by all pass quantity)**

**Top 5 Pass Products 19/20:      Quantity Rank                      Sales Dollars Rank**

Pass Type	Qty Mix	Rev\$ Mix	Qty Mix	Mix
XC Member Adult	1 <sup>st</sup> 12%	15%	12%	2 <sup>nd</sup> 15%
XC Public Adult	2 <sup>nd</sup> 10%	16%	10%	1 <sup>st</sup> 16%
DH Member Adult	3 <sup>rd</sup> 10%	10%	10%	3 <sup>rd</sup> 10%
XC Public Senior	4 <sup>th</sup> 5%	7%	5%	4 <sup>th</sup> 7%
XC Member Senior	5 <sup>th</sup> 4%	4%		
DH Public Adult			4%	5 <sup>th</sup> 6%
<b>Top 5 % to Total</b>	<b>41%</b>	<b>52%</b>	<b>41%</b>	<b>54%</b>

Above 6 pass products represent 9% of the 66 total pass/program products.

Pricing tiers based upon how early the customer purchases the pass product is an industry and regional standard. This standard generally includes not disclosing the next date range pass prices. The spring pass sale enables customers locking in the lowest price being offered and purchasers in spring are generally some of our most loyal customers. Launching a spring pass sale in the midst of a good/strong season capitalizes on customer demand momentum. All the region's downhill and cross-country resorts will be having spring 2020 pass sales in March.

- Spring 2016, we sold \$ 65,000 in 2016/2017 sales, 14% of total sales.
- Spring 2017, we sold \$ 99,000 in 2017/2018 sales, 21% of total sales.
- Spring 2018, we sold \$ 89,000 in 2018/2019 sales, 14% of total sales.
- Spring 2019, we sold \$231,000 in 2019/2020 sales, 27% of total sales to date.

2019/2020 Pass Sales Dollar mix by sale period: 27% Spring, 45% Fall, 28% Winter  
2019/2020 Pass Sales Quantity mix by sale period: 26% Spring, 40% Fall, 34% Winter

Season passes and season programs represent as a % of operation's ticket/access revenues, per Budget 2020 (based on 3yr average and pricing changes/driver growth) to as follows:

- \$175,000 / 4% Downhill Ski
- \$365,000 / 29% Cross Country Ski

All Member prices are less than Public, and the mix (Member or Public, child/adult/senior) influences the yield (Revenue/Quantity) at each location. XC's Spring 2018 pass prices were held flat to Spring 2017 pass prices. For Spring 2019, DH and XC pass prices generally reflect Winter pricing of season 18/19, which equates to ~15% increase for spring to spring for XC and ~19% increase for spring to spring for DH.

We have researched our competitive set offerings, estimated cost increases, as well as, our product suite. We have proposed changes to pass rates to address rising cost pressures, while keeping pass rates competitive, and continue increase Public product prices more aggressively than Member product prices. Raising public daily rates will also directly address peak period demand pressures. Further, passholders are our most loyal customers and are pre-committing for the season.

Competitive set notables include:

As of 2/14/2020, Royal Gorge is not offering 19/20 season passes for sale and has not presented spring pass prices for 20/21 season.

- Royal Gorge XC Adult (23-64) \$249, spring & summer 2019 on website through 10/31/2019
  - Tahoe Donner XC Public Adult (18-59) \$314 spring 2017 price (17/18)
  - Tahoe Donner XC Public Adult (18-59) \$314 spring price (18/19)
  - Tahoe Donner XC Public Adult (18-59) \$369 spring price (19/20)
  - Tahoe Donner XC Public Adult (18-59) \$379 spring price (20/21 recommended, up \$10/3%)
  - Tahoe Donner XC Member Adult (18-59) \$239 spring price (17/18)
  - Tahoe Donner XC Member Adult (18-59) \$239 spring price (18/19)
  - Tahoe Donner XC Member Adult (18-59) \$274 spring price (19/20)
  - Tahoe Donner XC Member Adult (18-59) \$284 spring price (20/21 recommended, up \$10/4%)
  
- Royal Gorge XC Senior (65-74) \$219, spring & summer 2019 on website through 10/31/2019
  - Tahoe Donner XC Public Senior (60-69) \$269 spring price (17/18)
  - Tahoe Donner XC Public Senior (60-69) \$269 spring price (18/19)
  - Tahoe Donner XC Public Senior (60-69) \$309 spring price (19/20)
  - Tahoe Donner XC Public Senior (60-69) \$319 spring price (20/21 recommended, up \$10/3%)
  - Tahoe Donner XC Member Senior (60-69) \$204 spring price (17/18)
  - Tahoe Donner XC Member Senior (60-69) \$204 spring price (18/19)
  - Tahoe Donner XC Member Senior (60-69) \$234 spring price (19/20)
  - Tahoe Donner XC Member Senior (60-69) \$244 spring price (20/21 recommended, up \$10/4%)

Royal Gorge for 19/20 had a processing fee of \$25 for “Free Child (0-12) and Super Seniors (75+)”. Lots of pro/cons to be higher/lower could be discuss here. TD and RG had challenging 17/18 season and competitor RG reduced price by 30% for 18/19. Certainly, some customers purchase at TD or RG more independent of price, with location, convenience, grooming, trails system being several other decision factors. 18/19 was a great season for all passholders, all resorts. The 19/20 season, while limited snowfall, is performing well and conditions are holding up for passholders.

2. Tahoe Donner XC grooming targets quality grooming of trail system every night (marketing/quality of service product offering). Tahoe Donner has a strong loyal mid-week passholder customer base. The new in 18/19 snowcat has been well received by operators and customers both last and this season. Royal Gorges’ grooming has not been considered on par to TD the last few seasons.

Season pass rate recommendations are presented as **Attachment A** for Board review and approval. We estimate the net impact of these recommended Spring season pass price changes to generate an incremental approximately \$8,000 in revenues for 2020/2021 season; on approximately \$150,000 in spring pass sales or approximately 25% of total season pass sales total. For all prices for 20/21 season passes, Spring/Fall/Winter sales, we estimate ~\$30,000 or 5% increase based recommended price changes. For daily ticket rates, we estimate approximately price increases of 8% and 10%, for Member and Public, respectively.

Detailed pass sales report for 2019/2020 season and total pass sales by season, **Attachment B provided separately to the Board, due to confidential nature of details.**

Available competitor information is presented as **Attachment C** for reference.

Other pass related details:

- a. Pass Purchaser Insurance – We are researching a 3<sup>rd</sup> party insurance solution to protect pass purchases in the event of an injury or job relocation type incidents. Current providers are offering a 6% of pass purchase price add-on, which a portion of revenues is shared with TDA. However, to offer this add-on product with our current store, we would have to duplicate all product setup; with and without insurance pass prices, a large setup undertaking. The currently proposed Aspenware online store software could handle this add-on with ease. **Attachment D** provides an example of season pass insurance information.
- b. Pass Perks – Spring purchasers of 20/21 season pass would be able to utilize the pass for the remaining days of 19/20 season; however, the sales would be 100% deferred to the 20/21 season for revenue recognition, consistent with prior years. Spring purchasers would receive the retail and food and beverage discounts for remainder of 19/20. All other perks (vouchers and other ski area comps), if any, would be valid for the 20/21 season, not 19/20. All perks subject to change. The partnerships with Diamond Peak and Homewood have been well received by our passholders and we anticipate renewal of these two resort perks for 20/21 season. We are actively researching a reciprocal perks program with Tahoe XC and our XC.

c. Sales channels mix for 2019/2020 Season Passes:

	Spring	Fall	Winter (in season)
Online Store	45%	64%	22%
On-premise POS	55%	36%	78%



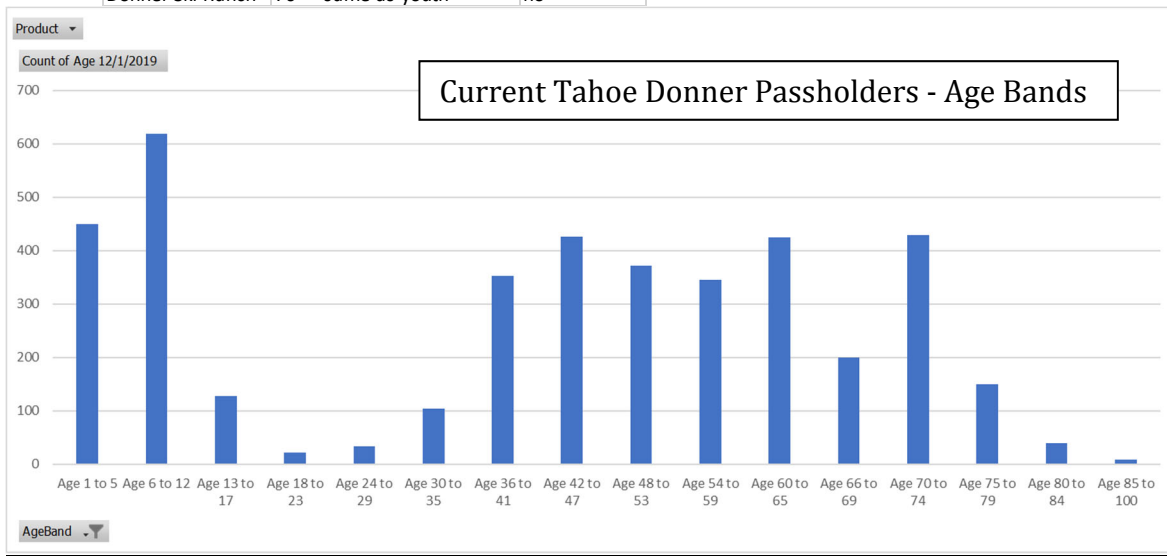
The on-premise POS transactions require a significant amount of cashier time and effort. This is one example of where the proposed Aspenware software would produce significant benefits and efficiencies. Most major resorts now ‘require’ purchasing of season pass online. On site, they setup an Ipad station (or 10 or more) and tell you to go buy you pass, then come back to the POS cashier to fulfill the order. Tahoe Donner is operating with a dated (10+ year old technology) online store technology and needs to invest in a current technology store to get to this level. **Aspenware has been researched and is the recommend solution, a leader in integrated store technology with RTP (our core onsite POS system).**

d. Discussion – increasing Senior Age Ranges –

	Current – Member	Current – Public	Option – Member	Option – Public
Adult	18-59	18-59	18-64	18-64
Senior	60-69	60+	65-74	65+
Super Senior	70+	NA	75+	NA

As demographics have aged, the ski industry has moved higher in age ranges. This change could generate \$50,000+ in incremental revenue over the \$25/\$40 super senior rates currently. This change would likely also generate considerable negative customer feedback. Accompanying this change would be affordable (\$5-\$10) mid-week non-peak daily rates for those seniors visiting on an infrequent basis. **Not recommended for 20/21 season.**

Downhill senior	senior age	Super Senior	free?
Boreal	60-69	70+ call	no
Soda Sp	60+	no	no
Northstar	65+	no	no
Homewood	62+	no	no
Diamond peak	65+	70-79 \$179	80+
Sugar Bowl	65-74	75+ = child rate	no
Squaw/ Alpine	70+	no	80+
Donner Ski Ranch	70+ - same as youth		no





**RECOMMENDATION:**

**Resolve for Tahoe Donner Association to establish 2020/2021 winter season pass pricing for Spring Sale (3/17/2020 to 4/30/2020) as indicated on Attachment A. Pass prices proposed for Summer/Fall and Winter are also presented and ideally approved by the Board at this time, however only for internal purposes and only promoted/released in July for Summer/Fall and in December for Winter pass rates.**

Prepared by: Michael R. Salmon, Director of Finance 2/14/2020

Reviewed by: Miguel Sloane, Director of Operations 2/14/2020

Reviewed by: Lindsay Hogan, Director of Marketing 2/14/2020

Board Meeting Date: 2/22/2020

General Manager Approval to Place on the Agenda: 2/14/2020 MSalmon/MSloane/ARosenfeld

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### 2020 2021 Season Pass Products - DOWNHILL SKI

2020 2021 Season Pass Products - DOWNHILL SKI																				
		Season >	2019 / 2020 Season						2020 / 2021 Season						Price Change by Sale TimeFrame					
		Sale Date Range >	Spring (3/19 to 5/1), Fall (9/10 to 11/30), Winter (12/1 +)						Spring (3/19 to 5/1), SmrFall (7/1 to 11/30), Winter (12/1 +)						Spring'20 vs Spring '19		Fall'20 vs Fall '19		Win'20 vs Win '19	
RTP Product Numbers		Product	Spring Price	Ratio of Member to Public	By Date Price Change	Fall Price	By Date Price Change	Winter Price	Spring Price	Ratio of Member to Public	By Date Price Change	Fall Price	By Date Price Change	Winter Price	\$	%	\$	%	\$	%
Online	House		Spring Price	Ratio of Member to Public	By Date Price Change	Fall Price	By Date Price Change	Winter Price	Spring Price	Ratio of Member to Public	By Date Price Change	Fall Price	By Date Price Change	Winter Price	\$	%	\$	%	\$	%
		<b>Member, Unlimited</b>																		
26493	24954	6 & Under Pass	25	63%	0	25	25	25	30	56%	0	30	0	30	5	20%	5	20%	5	20%
26431	10025	CH Pass (7-12)	179	86%	5	184	184	189	184	86%	5	189	5	194	5	3%	5	3%	5	3%
29663	29664	Jr Pass (13-17)	219	81%	5	224	224	229	224	82%	5	229	5	234	5	2%	5	2%	5	2%
26426	10024	AD (18-59) Pass	229	61%	5	234	234	239	239	62%	10	249	5	254	10	4%	15	6%	15	6%
26432	10026	SR Pass (60-69)	189	86%	5	194	194	199	199	87%	5	204	5	209	10	5%	10	5%	10	5%
26494	10027	Super Senior (70+) Pass	25	11%	0	25	25	25	30	13%	0	30	0	30	5	20%	5	20%	5	20%
		<b>Member, Combo (DH and XC)</b>																		
tbd	tbd	CH (6 and under) Combined Pass	25	63%	0	25	25	25	30	51%	0	30	0	30	5	20%	5	20%	5	20%
29730	29731	CH (7-12) Combined Pass	204	80%	0	204	214	214	209	79%	5	214	5	219	5	2%	10	5%	5	2%
29732	29733	JR (13-17) Combined Pass	274	76%	0	274	284	284	279	76%	5	284	5	289	5	2%	10	4%	5	2%
26448	10115	Adult (18-59) Combined Pass	399	83%	10	409	409	419	414	83%	10	424	10	434	15	4%	15	4%	15	4%
26448	10117	Senior (60-69) Combined Pass	274	76%	0	274	284	284	279	72%	5	284	10	294	5	2%	10	4%	10	4%
		Super Senior (70+) Combined Pass	25	7%	5	30	35	40	50	13%	5	55	5	60	25	100%	25	83%	20	50%
		<b>Public, Unlimited</b>																		
26495	21732	6 & Under Pass	40		9	49	40	49	54		0	54	0	54	14	35%	5	10%	5	10%
26437	10065	CH Pass (7-12)	209		20	229	229	249	214		20	234	20	254	5	2%	5	2%	5	2%
29735	29736	JR Pass (13-17)	269		20	289	289	309	274		20	294	20	314	5	2%	5	2%	5	2%
26436	10064	AD Pass (18-59)	374		20	394	394	414	384		25	409	20	429	10	3%	15	4%	15	4%
26438	10066	SR Pass (60-69)	219		20	239	239	259	229		25	254	20	274	10	5%	15	6%	15	6%
26496	22976	Super Senior (70+) Pass	219		20	239	239	259	229	discuss	25	254	20	274	10	5%	15	6%	15	6%
		<b>Public, Combo (DH and XC)</b>																		
tbd	tbd	CH (6 and under) Combined Pass	40		9	49	40	49	59		0	59	0	59	19	48%	10	20%	10	20%
29747	29748	CH (7-12) Combined Pass	254		25	279	274	299	264		25	289	20	309	10	4%	10	4%	10	3%
29749	29750	JR (13-17) Combined Pass	359		20	379	379	399	369		20	389	20	409	10	3%	10	3%	10	3%
26450	10118	Adult (18-59) Combined Pass	479		100	579	499	599	499		100	599	20	619	20	4%	20	3%	20	3%
26451	10120	Senior (60-69, & 70+) Combined Pass	359		90	449	379	469	389		40	429	40	469	30	8%	(20)	-4%	-	0%

**Deferral Calendar:** all season pass products listed above 20/21: Dec 5, 2020 to Apr 11, 2021, 19/20: Dec 7, 2019 to Apr 12, 2020

Programs have separate, unique deferral calendars by program.

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2020 2021 Season Pass Products - CROSS COUNTRY																				
		Season >	2019 / 2020 Season						2020 / 2021 Season						Price Change by Sale TimeFrame					
		Sale Date Range >	Spring (3/19 to 5/1), Fall (9/10 to 11/30), Winter (12/1 +)						Spring (3/19 to 5/1), SmrFall (7/1 to 11/30), Winter (12/1 +)						Spring'20 vs Spring '19		Fall'20 vs Fall '19		Win'20 vs Win '19	
RTP Product Numbers		Product	Spring Price	Ratio of Member to Public	By Date Price Change	Fall Price	By Date Price Change	Winter Price	Spring Price	Ratio of Member to Public	By Date Price Change	Fall Price	By Date Price Change	Winter Price	\$	%	\$	%	\$	%
Online	House		na																	
<b>XC Member Pass Products</b>			na = not available in Spring sale																	
26497	24809	XC Unlim, CH Pass (Ages 6 & Under)	25	63%	0	25	0	25	30	56%	0	30	0	30	5	20%	5	20%	5	20%
29715	29714	XC Unlim, CH Pass (7-12)	69	70%	0	69	0	69	74	71%	0	74	0	74	5	7%	5	7%	5	7%
29711	29712	XC Unlim, Jr Pass (13-17)	89	47%	0	89	0	89	94	48%	0	94	0	94	5	6%	5	6%	5	6%
26442	10067	XC Unlim, AD (18-59) Pass	274	74%	5	279	10	289	284	75%	10	294	10	304	10	4%	15	5%	15	5%
26443	10069	XC Unlim, SR Pass (60-69)	234	76%	5	239	5	244	244	76%	10	254	5	259	10	4%	15	6%	15	6%
26498	20096	XC Unlim, Super Senior (70+)	25	8%	0	25	2	25	30	9%	0	30	0	30	5	20%	5	20%	5	20%
		Fatbike Only	na			189	5	194	na			194	5	199			5	3%	5	3%
		Fatbike Add-On	na			54	0	54	na			59	0	59			5	9%	5	9%
TPDS	TPDS	Dog Season Pass	na			64	0	64	na			69	0	69			5	8%	5	8%
tdb	tdb	CH (6 and under) Combined Pass	25	63%	0	25	0	25	30	51%	0	30	0	30	5	20%	5	20%	5	20%
29730	29731	CH (7-12) Combined Pass	204	80%	0	204	10	214	209	79%	5	214	5	219	5	2%	10	5%	5	2%
29732	29733	JR (13-17) Combined Pass	274	76%	0	274	10	284	279	76%	5	284	5	289	5	2%	10	4%	5	2%
26448	10115	Adult (18-59) Combined Pass	399	83%	10	409	10	419	414	75%	10	424	10	434	15	4%	15	4%	15	4%
26448	10117	Senior (60-69) Combined Pass	274	76%	0	274	10	284	279	72%	5	284	10	294	5	2%	10	4%	10	4%
		Super Senior (70+) Combined Pass	25	7%	5	30	10	40	50	13%	5	55	5	60	25	100%	25	83%	20	50%
<b>XC Public Pass Products</b>															0 -					
29742	29745	XC Unlim, 6 & Under Pass	40		9	49	0	49	54		0	54	0	54	14	35%	5	10%	5	10%
29743	29746	XC Unlim, CH Pass (7-12)	99		0	99	0	99	104		0	104	0	104	5	5%	5	5%	5	5%
29744	10109	XC Unlim, JR Pass (13-17)	189		0	189	10	199	194		0	194	10	204	5	3%	5	3%	5	3%
26445	10108	XC Unlim, AD Pass (18-59)	369		5	374	15	389	379		10	389	15	404	10	3%	15	4%	15	4%
26446	10110	XC Unlim, SR Pass (60-69)	309		5	314	15	329	319		10	329	10	339	10	3%	15	5%	10	3%
29751	29759	XC Unlim, Super Senior (70+) Pass	309		5	314	15	329	319		10	329	10	339	10	3%	15	5%	10	3%
		Fatbike Only	na			244	5	249	na			259	10	269			15	6%	20	8%
		Fatbike Add-On	na			79	0	79	na			94	5	99			15	19%	20	25%
TPDS	TPDS	Dog Season Pass	na			79	0	79	na			94	5	99			15	19%	20	25%
tdb	tdb	CH (6 and under) Combined Pass	40		9	49	0	49	59		0	59	0	59	19	48%	10	20%	10	20%
29747	29748	CH (7-12) Combined Pass	254		25	279	20	299	264		25	289	20	309	10	4%	10	4%	10	3%
29749	29750	JR (13-17) Combined Pass	359		20	379	20	399	369		20	389	20	409	10	3%	10	3%	10	3%
26450	10118	Adult (18-59) Combined Pass	479		100	579	20	599	549		50	599	20	619	70	15%	20	3%	20	3%
26451	10120	Senior (60-69, 70+) Combined Pass	359		90	449	20	469	389		40	429	40	469	30	8%	(20)	-4%	-	0%

Deferral Calendar: all season pass products listed above 20/21: Dec 5, 2020 to Apr 11, 2021, 19/20: Dec 7, 2019 to Apr 12, 2020

Snowshoeing is included in regular passes.

## Attachment C


Regional Season Pass Rates - Fall 2019 Pricing - Downhill Resorts	Tahoe Donner			Soda Springs		Boreal		Donner Ski Ranch		Sugar Bowl		Diamond Peak		Homewood		Mt. Rose		Squaw/Alpine IKON		Northstar LOCAL		Average	
	Age	Mem	Pub	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate		
Child	0-6	25	49	0-4	39	0-4	55	0-5	99	0-5	25	0-5	Free	0-4	Free	0-5	Free	0-4	49	0-4	Free	53	Child
Youth	7-12	179	229	5-12	139	5-12	169	6-12	199	6-12	379	6-12	209	5-12	409	6-15	445	5-12	399	5-12	299	288	Youth
Junior	12-17	219	289	13-17	179	13-23	269	13-17	299	13-22	609	13-23	269	13-18	799			13-22	779	13-18	479	441	Junior
Adult	18-59	229	394	18-59	239	24-59	359	18+	349	23-64	809	24-64	489	19-61	999	16+	895	23+	1049	19+	589	617	Adult
Senior	60-69	189	239	60+	59	60-69	169			65-74	609	65-69	209	62+	659							324	Senior
Super Senior	70+	25	239							75+	379	70-79	179									266	Super Senior
Other												80+	Free									0	Other

Regional Season Pass Rates - Fall 2019 Pricing - Cross Country Resorts	Tahoe Donner			Royal Gorge		Tahoe XC		Bear Valley		Kirkwood		Northstar		Average	
	Age	Mem	Pub	Age	Rate	Age	Rate	Age	Rate	Age	Rate	Age	Rate		
Child	0-6	20	25	0-12	25	0-18	5	0-6	50	0-4	Free	Not available at this time	26	Child	
Youth	7-12	69	99	0-12	25	0-18	5	7-12	95	5-12	65		58	Youth	
Junior	13-17	89	189	13-22	199	0-18	5	13-17	125	13-18	200		144	Junior	
Adult	18-59	279	374	13-64	249	19-59	299	18-59	335	19-64	225		296	Adult	
Senior	60-69	239	314	65-74	219	60-69	209	60-69	250	65+	200		238	Senior	
Super Senior	70+	20	269	75+	25	70+	5	70+	95	65+	200		119	Super Senior	



# Attachment D

Ski Pass Insurance – sample/example....

USD / EN

### CANCELLATION POLICY

ALL PASS PURCHASES ARE NON-REFUNDABLE, NON-TRANSFERABLE AND ARE NOT FOR RESALE. PASSHOLDERS ARE ENCOURAGED TO PROTECT THEMSELVES AGAINST THE UNEXPECTED BY ADDING PASS INSURANCE\* AT THE TIME OF PURCHASE.

\*Red Sky's Ski Pass Preserver Insurance is available for purchase for 6% of the price of the pass product, and can provide coverage for you and your ski pass investment when the unexpected happens. If you do not accept Ski Pass Preserver Insurance, you will not be eligible for a refund and understand that ski passes are not transferable and cannot be resold. Ski Pass Preserver Insurance is not transferable or refundable. Claims for season pass reimbursement are pro-rated based on the number of days in the winter season. Passes with only limited days of access are prorated based on the number of days used. If you do not purchase the Ski Pass Preserver Insurance Plan, you will be solely responsible for any loss to, or loss of use of, your ski pass. The Ski Pass Preserver Insurance Plan is offered through Red Sky. For more detailed information, [click here](#).

Trip Preserver Online ClaimsUnited States English  
Canada English | Françaispowered by Arch Insurance Solutions

## Ski Pass Preserver

### About Ski Pass Preserver

**Ski Pass Preserver offers the broadest limits:**

- Reimbursement for the cost of a Season Pass less any refunds you received when you are unable to use your Season Pass due to a covered unforeseen reason.
- Reimbursement for the pro-rated cost of the Season Pass less any refunds you received when you are unable to use the remaining portion of your Season Pass due to a covered unforeseen reason.

**Ski Pass Preserver covers trip cancellation or interruption due to:**

- Your or a Family Member's death, Sickness or Injury.
- Your primary place of residence or destination is made Uninhabitable and remains Uninhabitable during the Season Pass Coverage Period, by fire, flood, or other Natural Disaster, vandalism, or burglary of Your principle place of residence.
- Your transfer of employment of 100 miles or more by the employer with whom You or Your Spouse are employed on Your Effective Date which requires Your principal residence to be relocated.
- Revocation of Your previously granted military leave or re-assignment. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.
- Your pregnancy, provided the pregnancy occurs after Your Effective Date for Season Pass Cancellation, as verified by medical records.

### Ski Trip Preserver Policy Details

### Ski Pass Preserver Policy Details

Click on the links below to download a copy of the policy detail in PDF format.

**Ski Pass Preserver**

[Trouble viewing this document? Click here](#)

If needed, you can download the free Adobe Reader software by clicking [here](#).

## Attachment D



### SKI PASS PRESERVER

**Underwritten By:**  
**Arch Insurance Company**  
Administrative Office: 300 Plaza Three  
Jersey City, NJ 07311

**Administered By:**  
**Red Sky Travel Insurance**  
c/o Arch Insurance Company  
Executive Plaza IV  
11350 McCormick Rd., Suite 102  
Hunt Valley, MD 21031  
Phone: 1-866-889-7409  
Fax: 1-443-279-2901  
Email: [redsky@archinsurance.com](mailto:redsky@archinsurance.com)  
Office Hours: Monday-Friday, 8:30am – 5pm EST

### INDIVIDUAL TRAVEL PROTECTION POLICY

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits shown on the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

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#### SCHEDULE OF BENEFITS

#### SECTION I - COVERAGES

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#### SECTION III - POLICY LIMITATIONS AND EXCLUSIONS

#### SECTION IV - COVERAGE PROVISIONS

#### SECTION V - CLAIMS PROVISIONS

#### SECTION VI - GENERAL PROVISIONS

IN WITNESS WHEREOF, The **Company** has caused this policy to be executed and attested.

A handwritten signature in black ink that reads "John Mentz".

---

John Mentz  
President

A handwritten signature in black ink that reads "Patrick Nails".

---

Patrick Nails  
Secretary

**Attachment D**  
**SCHEDULE OF BENEFITS**

**Benefits**

**Maximum Benefit Amount**

Season Pass Cancellation .....	Season Pass Cost
Season Pass Interruption .....	Pro-rated Season Pass Cost

# Attachment D

## SECTION I – COVERAGES

No benefit will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

### SEASON PASS CANCELLATION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of the Covered Season Pass, less any refunds received, which You purchased for the Season Pass Coverage Period, when You cancel the Season Pass prior to the start of the Season Pass Coverage Period for one of the following Unforeseen reasons:

1. Your or a Family Member's death, that occurs before the Season Pass Coverage Period;
2. Your or a Family Member's, covered Sickness or Injury, that: a) occurs before the Season Pass Coverage Period; b) requires Medical Treatment at the time of cancellation; and c) as certified by a Physician, results in medical restrictions so disabling as to cause the Season Pass to be cancelled; or
3. for Other Covered Events;

provided that any such covered Unforeseen reason occur while coverage is in effect for You.

### SEASON PASS INTERRUPTION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the pro-rated cost of the remaining portion of the Covered Season Pass purchased, less any refunds received, which You purchased for the Season Pass Coverage Period, when You cancel the Season Pass for one of the following Unforeseen reasons:

1. Your or a Family Member's death, which occurs during the Season Pass Period;
2. Your or a Family Member's, covered Sickness or Injury which: a) occurs during the Season Pass Coverage Period, b) requires Medical Treatment at the time of interruption; and c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued use of the Season Pass; or
3. for Other Covered Events;

provided that any such covered Unforeseen reason occurs while coverage is in effect for You.

Reimbursement will be calculated based on the first day of the Season Pass Coverage Period, regardless of the actual date the Season Pass was purchased.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier and Red Sky Travel Insurance as soon as possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier and Red Sky Travel Insurance as soon as reasonably possible.

In no event shall the amount reimbursed for Season Pass Cancellation and Season Pass Interruption exceed the lesser of the amount You prepaid for the Season Pass or the Maximum Benefit Amount shown in the Schedule of Benefits.

**"Other Covered Events"** means:

- a. You being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You are not a party (except law enforcement officers);
- b. Your primary place of residence or destination is made Uninhabitable and remains Uninhabitable during the Season Pass Coverage Period, by fire, flood, or other Natural Disaster, vandalism, or burglary of Your principal place of residence;
- c. Your transfer of employment of 100 miles or more by the employer with whom You or Your are employed on Your Effective Date which requires Your principal residence to be relocated;
- d. You who are military, police or fire personnel being called into emergency service to provide aid or relief;
- e. Your involuntary employment termination or layoff which occurs 30 days or more after Your Effective Date. Employment must have been with the same employer for at least 1 continuous year;
- f. revocation of Your previously granted military leave or re-assignment. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- g. Your pregnancy, provided the pregnancy occurs after Your Effective Date for Season Pass Cancellation, as verified by medical records; and
- h. You are attending the childbirth of Your Family Member, provided the pregnancy occurs after Your Effective Date for Season Pass Cancellation, as verified by medical records.

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## SECTION II – DEFINITIONS

**“Accident”** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap Skiing.

**“Bankruptcy or Default”** means the total cessation of operations due to financial insolvency, with or without the filing of a bankruptcy.

**“Caregiver”** means an individual employed for the purpose of providing assistance with activities of daily living to You or to 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, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**“Child Caregiver”** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are Skiing with a Covered Season Pass without the minor children. The arrangement of being the Child Caregiver while You are Skiing with a Covered Season Pass must be made 30 or more days prior to the Season Pass Coverage Period.

**“Domestic Partner”** means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 6 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You;
- 3) Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
- 4) Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

**“Effective Date”** means the date and time Your coverage begins, as indicated in Section IV - Coverage Provisions, When Coverage Begins and Ends.

**“Family Member”** means any of the following: Your legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

**“Hospitalized”** means admitted to a hospital for a period of at least 24 hours or where the patient is charged by the hospital for a minimum of one day of inpatient charges.

**“Injury”** means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**“Insured”** means the person named on the Schedule of Benefits or Confirmation of Benefits that: is scheduled to Ski during the Season Pass Coverage Period, provided the required premium has been paid. Insured also means “You” and “Your”.

**“Maximum Benefit Amount”** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

**“Medical Treatment”** means examination and treatment by a Physician.

**“Natural Disaster”** means earthquake, flood, fire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, or landslide that is due to natural causes.

**“Physician”** means a person licensed as a medical doctor in the jurisdiction where the services are rendered or a Christian Science Practitioner who is: (a) other than You or a Family Member; and (b) practicing within the scope of his or her license.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Family Member: 1) received or received a recommendation for a test, examination, or medical treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains

## Attachment D

treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before Your coverage is effective under this policy.

**“Season Pass” or “Covered Season Pass”** means Your Trails access pass to Ski for multiple days which you have purchased, and for which Season Pass Cancellation coverage or Season Pass Interruption coverage has been elected and premium paid.

**“Season Pass Coverage Period”** means the period of time for which Season Pass Cancellation or Season Pass Interruption coverage is elected and the premium paid and for which a Season Pass has been purchased.

**“Sickness”** means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

**“Ski” or “Skiing”** means winter recreation of snow skiing or snowboarding on Trails which are only accessed by a prepaid use ticket for lifts and/or use or admission, but does not include cross country skiing, back country skiing, heli-skiing, extreme skiing, snowcat skiing, ski-jumping, off-piste skiing, tubing, lugging, half-pipes, terrain parks, or other snow play activities either on or off Trails.

**“Trails”** means named skier paths designated for downhill travel as shown on a ski resort trail map using the international difficulty rating, not including connecting paths or cross-overs between downhill trails, trails that are outside the established marked and patrolled boundaries of a ski resort, or areas designated as unsafe or closed by ski resort management for avalanche control work.

**“Travel Supplier”** means any entity or organization that coordinates or supplies the Season Pass for You.

**“Unforeseen”** means not anticipated or expected and occurring after Your purchase of the **Season Pass Cancellation** and the **Season Pass Interruption** coverage.

**“Uninhabitable”** means: (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

### SECTION III - POLICY LIMITATIONS AND EXCLUSIONS

**Benefits are not payable for any loss due to, arising or resulting from:**

1. due to a Pre-Existing Condition;
2. suicide, attempted suicide or any intentionally self-inflicted injury of You, or Family Member;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
4. participating as a professional in a stunt, athletic or sporting event or competition;
5. normal pregnancy (except complications of pregnancy) and/or resulting childbirth, except as otherwise covered under Cancellation or Interruption, or voluntarily induced abortion;
6. any non-emergent treatment or surgery, or any Elective Treatment and Procedures;
7. a mental, or nervous or psychological disorder unless Hospitalized for that condition while the policy is in effect for You; or
8. Bankruptcy or Default or failure to supply services by a Travel Supplier.

### SECTION IV - COVERAGE PROVISIONS

#### **Who Is Eligible For Coverage**

A person who has purchased the Covered Season Pass during the Season Pass Coverage Period.

#### **When Coverage Begins and Ends**

##### **When Coverage Begins:**

**Season Pass Cancellation** Coverage begins when the coverage is elected and the required premium for the Season Pass Coverage Period is received by the Travel Supplier or Arch Insurance Company.

This is Your “Effective Date” and time for **Season Pass Cancellation**.

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**Season Pass Interruption:** Coverage begins at the start of the Season Pass Coverage Period. This is Your “Effective Date” and time for **Season Pass Interruption**.

### **When Coverage Ends:**

**Season Pass Cancellation:** Your coverage automatically ends on the earlier of 1) the start of the Season Pass Coverage Period; or 2) the date and time You cancel the Season Pass prior to the start of the Season Pass Coverage Period.

**Season Pass Interruption:** Your coverage automatically ends on the earlier of 1) the end of the Season Pass Coverage Period; or 2) the date and time You cancel the Season Pass.

Termination of **Season Pass Cancellation** and **Season Pass Interruption** coverage will not affect a claim for loss that occurs after premium has been paid.

## SECTION V - CLAIMS PROVISIONS

### **Your duties in event of a loss:**

Immediately, or as soon as possible, call Your Travel Supplier and Red Sky Travel Insurance (see Where to Report a Claim) to report Your cancellation or interruption to avoid non-covered charges due to late reporting.

If You are prevented from using the Covered Season Pass as scheduled or must interrupt the Season Pass Coverage Period due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your use or continued use of the Covered Season Pass.

### **Where to Report a Claim:**

Phone: 866-889-7409

Email: [redsky@archinsurance.com](mailto:redsky@archinsurance.com)

Mail: Red Sky Travel Insurance c/o Arch Insurance Company  
Executive Plaza IV  
11350 McCormick Rd., Suite 102  
Hunt Valley, MD 21031

**Notice of Claim:** Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, Red Sky Travel Insurance forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

Obtain claim forms from Red Sky Travel Insurance or at [trippreserver.com](http://trippreserver.com) which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Payment of Claims:** All benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

## SECTION VI - GENERAL PROVISIONS

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

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**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

**Other Insurance with Us:** You may be covered under only one travel insurance policy with Us while You are Skiing under a Covered Season Pass. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by Your beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Reductions in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage while You are Skiing under a Covered Season Pass.



## Attachment D



### State Exceptions for Ski Pass Preserver Policy

#### Alabama Residents

Form #: 05 LTP0041 01 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** The time period by which a legal action relating to this policy must be filed is governed by Alabama law.

#### Arkansas Residents

Form #: 05 LTP0041 04 10 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving proof of loss. This 5 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

#### California Residents

Form #: 05 LTP0041 05 04 14

Under **Section II - Definitions**, the following definitions are deleted and replaced as follows:

**"Domestic Partner"** means an opposite or same-sex partner who is at least eighteen (18) years of age and qualifies as a Domestic Partner under state law.

**"Injury"** means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the proximate cause of loss and must not be caused by, or result from, Sickness.

Under **Section V - Claims Provisions**, the **Proof of Loss** provision is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Under **Section V – Claims Provisions**, the following will appear as the 1st paragraph in the **Payment of Claims** provision:

Benefits payable under this policy will be paid immediately upon receipt of due written proof of loss.

Under **Section V – Claims Provisions**, the following will appear as the last paragraph in the **Payment of Claims** provision:

Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Under **Section VI – General Provisions**, the following will appear as the 1st provision:

**Entire Contract, Changes:** This policy, including the Schedule of Benefits or Confirmation of Benefits, endorsements and attached papers, if any, constitute the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

Under **SECTION VI – General Provisions**, the **Concealment and Misrepresentation** provision is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has

been intentionally concealed or misrepresented.

#### District of Columbia Residents

Form #: 05 LTP0041 09 07 13

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

**"Domestic Partner"** means an opposite or same-sex partner who is at least eighteen (18) years of age and is registered with a state or local registry. If not registered, all the following requirements for at least 6 months:

1. Resides with You;
2. Shares financial assets and obligations with You;
3. Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
4. Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

Under **Section II – Definitions, Medically Necessary** is deleted and replaced as follows:

**"Medically Necessary"** means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice. The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the policy.

#### Georgia Residents

Form #: 05 LTP0041 11 06 13

Under **Section I – Coverages**, the following **"Other Covered Event"** is deleted and replaced as follows:

- d. You who are military, police or fire personnel and purchased coverage at the time the Payments or Deposits were made for the Trip, are called into emergency service to provide aid or relief;

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this

## Attachment D

insurance has been concealed or misrepresented.

### Illinois Residents

Form #: 05 LTP0041 14 10 13

Under **Section II – Definitions, Ski Equipment** is deleted in its entirety:

“**Ski Equipment**” means skis, ski poles, ski bindings, ski boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snow sports equipment.

Under **Section II – Definitions, Family Member** is deleted and replaced as follows:

“**Family Member**” means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law or civil union spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step, in-law or civil union), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

Under **Section II – Definitions, Injury** is deleted and replaced as follows:

“**Injury**” means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity.

Under **Section II – Definitions, Uninhabitable** is deleted and replaced as follows:

“**Uninhabitable**” means: (1) the building structure or any part of the building structure is unstable and there is a risk of collapse; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

Under **Section III, Policy Limitations and Exclusions**, the following exclusions are deleted in their entirety:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;

4. participating as a professional in a stunt, athletic or sporting event or competition;

Under **Section III, Policy Limitations and Exclusions**, the following exclusions are revised to appear as follows:

3. war (whether declared or undeclared), acts of foreign enemies, hostilities between nations not including a Terrorist Incident, or civil war;

Under **Section V, Claims Provisions**, the following provision is added:

**Time of Payment of Claims:** All claims and indemnities payable under the terms of a policy of accident and health insurance shall be paid within 30 days following receipt of due proof of loss. Failure to pay within such period shall entitle the insured to interest at the rate of 9 percent per annum from the 30<sup>th</sup> day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

Under **Section VI, General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the whole claim or any part of the claim is denied.

Under **Section VI, General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Intentional Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or intentionally misrepresented.

Under **Section VI, General Provisions**, the following provisions must be added:

**Time Limit on Certain Defenses:** After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability commencing after the expiration of such two year period.

**Change of Beneficiary:** You have the right to change Your beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

**Civil Union:** Parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses.

### Kansas Residents

Form #: 05 LTP0041 17 12 13

The following disclaimer has been added to page 1 the policy:

**THIS IS A LIMITED POLICY.  
PLEASE READ IT CAREFULLY  
THIS POLICY DOES NOT COVER PRE-  
EXISTING CONDITIONS  
UNLESS THE PRE-EXISTING  
CONDITIONS WAIVER IS APPLICABLE**

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

**If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.**

Under **Section II – Definitions**, the definition of “**Domestic Partner**” and any references contained in the policy are deleted in its entirety.

The following provision has been added after **Section IV – Coverage Provisions, When Coverage Ends:**

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**Cancellation by Insured:** You may cancel this policy at any time by written notice delivered or mailed to Us, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation or death of the insured, We will promptly return the unearned portion of any premium paid on a short rate basis. Cancellation will be without prejudice to any claim originating prior to the effective date of the cancellation.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

**Payment of Claims:** We, or Our designated representative, will pay the claim immediately upon receipt of due written acceptable proof of loss. Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

All or a portion of all benefits provided by the policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find

entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving proof of loss. This 5 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented. For the purposes of this provision, fraud means knowingly and with intent to defraud, You present, cause to be presented or prepare with knowledge or believe to an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy which You know to contain materially false information concerning any fact material thereto; or You conceal, for the purpose of misleading, information concerning any fact material thereto.

### Louisiana Residents

**Form #:** 05 LTP0041 19 11 13

Under **Section II – Definitions, “Domestic Partner”** is deleted in its entirety.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of

the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. For losses that arise due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, the time limit for submission of proof of loss is 180 days after the date of the loss.

Under **Section V – Claims Provisions, Payment of Claims** the following provision has been added:

We will pay the claim within 30 days after receipt of acceptable proof of loss.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.

### Maine Residents

**Form #:** 05 LTP0041 20 11 13

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Red Sky Travel Insurance within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against

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Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Any post-judgment interest for a claim brought against Us will be paid outside the policy limits and in accordance with Maine law.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:**

The entire coverage will be denied and/or cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

**Cancellation:** We may not cancel this policy except for one or more of the following reasons:

- a) nonpayment of premium;
- b) fraud or material misrepresentations 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;
- e) substantial breach of contractual duties, conditions or warranties; or

The Maine Insurance Code requires that the foregoing cancellation provisions appear in all casualty insurance policies. Notwithstanding the above, this policy is non-cancellable by either party.

**Nonrenewable:** This is a nonrenewable policy.

**Maryland Residents**

**Form #:** 05 LTP0041 21 10 13

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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**Concealment and Misrepresentation:**

The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

**Minnesota Residents**

**Form #** 05 LTP0041 24 11 13

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:**

The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented, with the intent to deceive and defraud.

**Mississippi Residents**

**Form #:** 05 LTP0041 25 10 13

The following provision on Page 1 of the policy has been deleted and replaced as follows:

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". No change to this policy shall be valid unless approved by the Company and no agent has authority to change the policy or waive any of its provisions. Please refer to the Schedule of Benefits shown on the Declarations, Schedule of Benefits or Confirmation of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** A detailed proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such written proof within the time required shall not invalidate nor reduce any claim. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

**Payment of Claims:** We or Our designated representative, will pay a claim after receipt of acceptable proof of loss within twenty-five (25) days for claims submitted electronically and thirty-five (35) days for claims submitted in a format other than electronic. If payment is not made in these timeframes for all or portion(s) of a submitted claim, We will provide the claimant with the reason(s) why the claim is not payable or the additional information necessary to process the balance of the claim. Once the claimant provides Us with any additional information requested, the balance of the claim will then be paid within twenty (20) days of receipt by Us of the requested additional satisfactory documentation. If a claim is not denied by Us for valid reasons within the above stated timeframes or payment is not made within these timeframes, interest shall accrue on the portion of the unpaid claim at the rate of one and one-half percent (1 ½ %) per month from the date payment was due until final claim settlement or adjudication.

Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

All or a portion of all benefits provided by the policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

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If Your age has been misstated, all amounts payable under this policy shall be what the actual premium paid would have purchased at the correct age.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been fraudulently concealed or misrepresented.

### Missouri Residents

**Form #:** 05 LTP0041 26 12 13

Under **Section III – Policy Limitations and Exclusions**, the following exclusion is deleted and replaced as follows:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane;

Under **Section V – Claims Provisions, Notice of Claims** is deleted and replaced as follows:

**Notice of Claim:** Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You. However, no claim will be denied based upon Your failure to provide notice within such specified time, unless the failure operates to prejudice the rights of the Company, as per Missouri regulation 20CSR100-1.020.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Failure to give notice within such time will not invalidate or reduce any valid claim if it is shown not to have been reasonably possible to give such notice and that notice was then given as soon as reasonably possible thereafter.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 10 years after the time required for giving proof of loss. This 10 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

### Oklahoma Residents

**Form #:** 05 LTP0041 37 11 13

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

The following Fraud Warning has been added to page 1 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.**

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

### Oregon Residents

**Form #:** 05 LTP0041 38 06 13

Under **Section I – Coverages**, the following “**Other Covered Events**” is deleted and replaced as follows:

d. You who are military, police or fire personnel being called into emergency service to provide aid or relief for a Natural Disaster or a Terrorist Incident;

Under **Section I – Coverages**, the following “**Other Covered Events**” has been added:

i. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip.

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

“**Domestic Partner**” means an individual joined in a Domestic Partnership.

Under **Section II – Definition of Domestic Partnership** has been added to the policy:

“**Domestic Partnership**” means a civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon.

Under **Section II – Definitions**, the following definition has been added:

“**Terrorist Incident**” means an incident deemed a terrorist attack by the United States government or act of violence, other than civil disorder or riot (that is not an act of war, declared or undeclared), that results in Loss of life or major damage to 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. Terrorist Incident does not mean an incident that occurs in a foreign

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location on the U.S. State Department's Do Not Travel list.

The following exclusion has been added to **Section III – Policy Limitation and Exclusions**:

9. a Terrorist Incident that occurs in a foreign location on the U.S. State Department's Do Not Travel list.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted in its entirety.

**South Carolina Residents**  
Form #: 05 LTP0041 41 07 13

Under **Section V – Claims Provisions, Notice of Claim** is deleted and replaced as follows:

**Notice of Claim:** Notice of claim must be reported to Us within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include Your name and the policy number.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. If it was not reasonably possible to give written proof in the time required, We may not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive written proof of loss. No legal action for a claim can be brought against Us more than 6 years after the time required for giving written proof of loss. This 6 year time period is extended from the date written proof of loss is filed and the date the claim is denied in whole or in part.

The following provision has been added under **Section VI – General Provisions**:

**Conformity with State Statutes:** Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which You reside, on that date is amended to conform to the minimum requirements of such laws.

**South Dakota Residents**  
Form #: 05 LTP0041 42 11 13

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

**“Domestic Partner”** where permitted by law means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 6 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You;
- 3) Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
- 4) Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 6 years after the time required for giving proof of loss. This 6 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

**Tennessee Residents**  
Form #: 05 LTP0041 43 06 13  
The following Company toll free phone number has been added to Page 1 of the policy:

**Arch Insurance Company**  
Administrative Office: 300 Plaza Three  
Jersey City, NJ 07311  
Toll Free Number: 1-866-413-5550

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

**“Accident”** means a sudden, unexpected, unintended event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**“Sickness”** means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof of loss within such time. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

**Payment of Claims:** Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a

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signed copy has been filed with us. We are not responsible for the validity of any assignment. Payment of claims to a minor will be limited to \$1,000 for Loss of life benefits.

All or a portion of all benefits provided by the policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

### Texas Residents

**Form #s:** 05 LTP0041 44A 08 13 &  
05 LTP0041 44B 10 13

Under **Section IV- Coverage Provisions, When Coverage Ends**, the following provision has been added:

Coverage will not end solely because a person becomes an elected official.

Under **Section V – Claims Provisions, Notice of Claim** is deleted and replaced as follows:

**Notice of Claim:** Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

No later than the 15th day after receipt of such notice of a claim, We will: a) acknowledge receipt of the claim; b) commence any investigation of the claim; and c) request from You all items, statements, and forms that We reasonably believe, at that time, will be required from You. Additional requests may be made if during the investigation of the claim such additional requests are necessary. If acknowledgement of the claim is not made in writing, We will make a record of the date, means, and content of the acknowledgement.

Under **Section V – Claims Provisions, Claim Acceptance or Rejection** provision has been added:

**Claim Acceptance or Rejection:** We will notify You in writing, of the acceptance or rejection of the claim no later than the 15th Business Day after the date We receive all items, statements, and forms required by Us, in order to secure final proof of loss. If We reject the claim, We will inform You of the reasons for the rejection. If We are unable to accept or reject the claim within 15 Business Days after the date We receive all items, statements, and forms required by Us, We will notify You within such 15 Business Day period. The notice provided will give the reasons why We need additional time. No later than the 45th day after the date We notify You of the need for additional time to investigate a claim, We will accept or reject the claim.

“Business Day” means a day other than a Saturday, Sunday, or holiday recognized by the State.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

**Payment of Claims:** All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

All or a portion of all benefits provided by the policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

If We notify You that We will pay a claim or part of a claim, We will pay the claim no later than the fifth Business Day after the notice

has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by You, We will pay the claim not later than the fifth Business Day after the date the act is performed.

Under **Section V – Claims Provisions**, the following provision has been added:

In the event of a weather-related catastrophe or major Natural Disaster, as defined by the commissioner, the claim handling deadlines imposed under Section V – Claims Provisions are extended for an additional 15 days.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us more than two years and one day after the loss starting from the date the claim is denied in whole or in part.

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

**Cancellation:** This policy may not be cancelled based solely on the fact that the You are an elected official. If the policy has been in effect for 60 days or less, We may cancel for any reason. If the policy has been in effect for more than 60 days, We may cancel for the following reasons:

- a) nonpayment of premium;
- b) fraud in obtaining coverage under this policy;
- c) an increase in hazard within Your control which would produce an increase in the rate;
- d) loss of Our reinsurance covering all or part of the risk covered by this policy; or
- e) We are placed in supervision, conservatorship, or receivership, if the cancellation is approved or directed by the supervisor, conservator or receiver.

We shall mail or deliver written notice of cancellation to You at the address shown in the Declarations, Schedule of Benefits or Confirmation of Benefits at least 10 days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice of cancellation.

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**Nonrenewable:** This is a nonrenewable policy.

### Utah Residents

**Form #:** 05 LTP0041 45 10 13

The "Free Look Period" shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Red Sky Travel Insurance within 30 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

The following provision is added to **Section IV, Coverage Provisions:**

**Dispute Resolution** Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the Federal Rules of Civil Procedure, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us, The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under the policy if We fail to show We were prejudiced by the failure.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

### Virginia Residents

**Form #:** 05 LTP0041 47 12 13

Under **Section VI – General Provisions,** the following provisions have been added:

**Bankruptcy and Insolvency:** Your insolvency or bankruptcy, or the insolvency of Your estate, shall not relieve Us of any of Our obligations under this policy. Any party who has obtained a judgment against You, which is returned unsatisfied, may bring an action against Us to recover damages insured by the policy.

**Cancellation:** After 14 days of Your receipt of this policy, this policy cannot be cancelled by You or Us.

### Wyoming Residents

**Form #:** 05 LTP0041 51 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 4 years after the loss. This 4 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.