



**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**  
Omaha, Nebraska

**INDIVIDUAL TRAVEL PROTECTION INSURANCE POLICY**  
**EXACTCARE**

**IMPORTANT**

This coverage is valid only if the appropriate plan cost has been paid. Please keep this document as your record of coverage under the plan.

**PLEASE READ THIS DOCUMENT CAREFULLY!** Insurance Coverage is underwritten by Berkshire Hathaway Specialty Insurance Company. This Policy is issued in consideration of your application and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by the Insurer.

This Policy is a legal contract between the Insured and the Insurer. It is important that you read your Policy carefully. Please refer to the Schedule of Benefits. It provides you with specific information about the insurance you purchased.

**FIFTEEN DAY LOOK:** You may cancel this insurance by giving the Company or the agent written notice within the first to occur of the following: (a) 15 days from the Effective Date of your insurance; or (b) your Scheduled Departure Date. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy.

Signed for the company at its home office:

Secretary

President

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**SECTION I**

**EFFECTIVE & TERMINATION DATES**

**Effective Date:** After any required application is completed and signed, Trip Cancellation coverage will be effective at 12:01 a.m. Standard Time on the date following receipt by the Insurer of any required plan cost.

Other coverages will begin on the later of:

- (a) 12:01 a.m. Standard Time on the date the scheduled Trip begins as indicated on the travel documents; or
- (b) the date and time the Insured starts his/her Trip, provided any required plan cost has been paid.

**Termination Date:** All coverages other than Trip Cancellation end on the earlier of:

- (a) the date the Trip is completed;
- (b) the date of Return selected; or
- (c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

Trip Cancellation ends on the earliest of:

- (a) the cancellation of the Insured's Trip;
- (b) 11:59 p.m. on the day before the scheduled Departure Date; or
- (c) the date and time the Insured starts on his/her Trip.

**Extension of Coverage:**

All coverages except Trip Cancellation will be extended, if:

- (a) the Insured's entire Trip is covered by the plan; and
- (b) the Insured's return is delayed by a covered reason specified under Trip Cancellation and Interruption or Trip Delay.

This extension of coverage will end on the earlier of:

- (a) the date the Insured reaches his/her Return Destination; or
- (b) 7 days after the date the Trip was scheduled to be completed.

**Baggage Extension of Coverage:** If an Insured's Baggage, passports and visas are in the charge of a Common Carrier and delivery is delayed, coverage for Baggage, Personal Effects and Travel Documents will be extended from the earliest of: 1) the time until the Common Carrier delivers the property to the Insured; 2) once the property is documented as lost, stolen or damaged; or 3) Coverage for Baggage and Personal Effects Loss will be extended no later than the 90<sup>th</sup> day of the trip. This Extension does not include loss caused by the delay.



## SECTION II DEFINITIONS

(Capitalized terms within this Policy are defined herein)

**“Actual Cash Value”** means purchase price less depreciation.

**“Baggage”** means luggage, travel documents, and personal possessions, whether owned, borrowed, or rented, taken by the Insured on the Trip.

**“Business Partner”** means a person who: (1) is involved with the Insured or the Insured’s Traveling Companion in a legal partnership; and (2) is actively involved in the daily management of the business.

**“Child” or “Children”** means unmarried children of the Insured, including natural children from the moment of birth, and step, foster or adopted children from the moment of placement in the Insured’s home, under age 26. However, the age limit does not apply to a child who: (1) otherwise meets the definition of children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity.

**“City”** means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas or airspace.

**“Common Carrier”** means an air, land, sea conveyance operated under a license for the transportation of passengers for hire and for which the Insured’s ticket was purchased through the Travel Supplier.

**“Departure Date”** means the date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the travel documents.

**“Default”** means any failure of a provider of travel-related services (including any tour operator) to provide the bargained-for travel services or to refund money due the Insured.

**“Deductible”** means the amount of charges that must be incurred by an Insured before benefits become payable. The amount of the Deductible is indicated in the Schedule of Benefits for each coverage to which a Deductible applies.

**“Destination”** means any place where the Insured expects to travel to on his/her Trip as indicated on the travel documents.

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

- (1) resides with the Insured;
- (2) shares financial assets and obligations with the Insured;
- (3) is not related by blood to the Insured to a degree of closeness that would prohibit legal marriage; and
- (4) neither the Insured nor Domestic Partner is married to anyone else, nor has any other domestic partner.

The Insurer may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**“Exotic Vehicle”** means antique cars and any vehicle with an original manufacturer’s suggested retail price greater than \$50,000. Antique cars means cars that are over 20 years old or have not been manufactured for 10 or more years,

**“Experimental or Investigative”** means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used. This includes any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

**“Family Member”** means the Insured’s, or Traveling Companion’s spouse, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparents, grandchild, step-child, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, legal guardian, Caregiver, foster Child, ward, or legal ward, spouse, or Domestic Partner of any of the above.

**“Felony Assault”** means an act of violence against the Insured or a Traveling Companion requiring medical treatment in a Hospital.

**“Financial Default”** means the total cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition by a tour operator, cruise line, or airline.

**“Hospital”** means a facility that:



- (a) is operated according to law for the care and treatment of sick or Injured people;
- (b) is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of insured and sick persons by or under the supervision of Physicians for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (c) has 24 hour nursing service by registered nurses (R.N.'s) provides 24-hour nursing service by or under the supervision of registered nurses (R.N.'s); and
- (d) is supervised by one or more Physicians available at all times.

A Hospital does not include:

- (a) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- (b) a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
- (c) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members or the armed forces.

**“Host at Your Destination”** means the person with whom You are sharing prearranged overnight accommodations in the host’s home.

**“Inaccessible”** means an Insured cannot reach his/her Destination by the original mode of transportation.

**“Inclement Weather”** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier or prevents the Insured from reaching his/her Destination when traveling by an Owned or Rented Vehicle.

**“Initial Trip Payment”** means the first payment made to the Insured’s Travel Supplier toward the cost of the Insured’s Trip.

**“Injury/Injured”** means a bodily injury caused by an accident, directly and independently of all other causes and sustained on or after the effective date of coverage under this Policy.. The injury must be verified by a Physician.

**“Insured, You or Your”** means a person:

- (a) for whom any required application has been completed;
- (b) for whom any required plan cost has been paid;
- (c) for whom a Trip is scheduled; and

- (d) who is covered under this Policy.

**“Insurer”** means Berkshire Hathaway Specialty Insurance Company.

**“Key Employee”** means an employee of an employer who is responsible for policy and decision making.

**“Loss”** means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Insurer has undertaken to compensate the Insured.

**“Medically Necessary”** means that a treatment, service, or supply:

- (a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (b) meets generally accepted standards of medical practice;
- (c) is ordered by a Physician and performed under his or her care, supervision, or order; and
- (d) is not primarily for the convenience of the Insured, Physician, other providers, or any other person.

**“Mental, Nervous or Psychological Disorder”** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**“Natural Disaster”** means a flood, hurricane, tornado, earthquake, or blizzard that is due to natural causes.

**“Necessary Personal Effects”** means items such as clothing and toiletry items, which were included in the Insured’s Baggage and are required for the Insured’s Trip. Necessary Personal Effects does not include jewelry, perfume and alcohol.

**“Owned or Rented Vehicle”** means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country that is rented or owned by the Insured. Owned or Rented Vehicle includes, but is not limited to, a sedan, station wagon, jeep-type vehicle, pickup truck, van, camper or motor home type. Owned or Rented Vehicle does not include a mobile home or any motor vehicle which is used in mass or public transit.

**“Physician”** means a licensed practitioner of the healing arts including accredited Christian Science Practitioners, medical, surgical, or dental, services



acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

**“Primary”** means the Insurer will pay first but reserves the right to recover from any other insurance carrier with which the Insured may be covered.

**“Primary Residence”** means a person's fixed, permanent and principal home for legal and tax purposes.

**“Return Date”** means the date on which the Insured is scheduled to return to the point where the Trip started or to a different specified Return Destination. This date is specified in the travel documents.

**“Return Destination”** means the place to which the Insured expects to return from his/her Trip, as indicated in the application.

**“Sickness”** means pregnancy, an illness or disease diagnosed or treated by a Physician after the Insured's effective date of coverage under this Policy.

**“Strike”** means a stoppage of work:

- (a) announced, organized, and sanctioned by a labor union; and
  - (b) which interferes with the normal departure and arrival of a Common Carrier.
- This includes work slowdowns and sickouts. The Insured's Trip cancellation coverage must be effective prior to when the Strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike.

**“Terrorist Incident”** means an act of violence, that is deemed terrorism by the United States Government 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 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.

**“Travel Insurance Administrator”** means the administrator referenced in the Insured's confirmation letter.

**“Travel Supplier”** means the tour operator, Hotel, rental company cruise line, and/or airline that provides pre-paid travel arrangements for the Insured's Trip.

**“Traveling Companion”** means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip. A

group or tour leader is not considered a Traveling Companion, unless the Insured is sharing room accommodations with the group or tour leader.

**“Trip”** means: a) a period of round-Trip travel away from home to a Destination outside the Insured's City of residence. b) the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; c) the Trip has defined Departure and Return dates specified when the Insured applies; d) the Trip does not exceed 364 days; and e) travel is primarily by Common Carrier and only incidentally by private conveyance.

**“Trip Cost”** means the dollar amount of Trip payments or deposits reflected on any required application which are subject to cancellation penalties or restrictions paid by the Insured prior the Insured's Trip Departure Date. Trip Cost will also include the cost of any subsequent pre-paid payments or deposits paid by the Insured for the same Trip, after application for coverage under this Policy provided the Insured amends his or her application to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured's Departure Date.

**“Unforeseen”** means not anticipated or expected and occurring after the effective date of this Policy.

**“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, such as debris on roofs or downed electrical lines; or (4) the rental property is without electricity or water.



### SECTION III BENEFITS

#### TRIP CANCELLATION AND INTERRUPTION

Benefit is provided for loss(es) incurred by the Insured for Trips Cancelled up to the date and time of departure or interrupted or delayed after the time and date of departure. A maximum benefit of up to the amount indicated in your Schedule of Benefits to cover certain expenses as listed below which result from the cancellation or interruption of Your Trip due to:

- (a) Any serious Injury, death, or any unforeseen serious medical condition or sickness;
  - 1) Occurring to You or a Traveling Companion, Host at Your Destination or a Family Member traveling with You that is so disabling as to cause a reasonable person to delay, cancel or interrupt their Trip;
  - 2) Occurring to a Family Member that is not traveling with You that is considered life threatening;
  - 3) Occurring to a Business Partner that is so disabling as to cause a reasonable person to delay, cancel or interrupt their Trip to assume daily management of the business;

For Trip Cancellation benefits, a Physician must advise cancellation on or before the Scheduled Departure Date of the Trip.

- (b) Your death, the death of a Family Member or Traveling companion or Host at Your Destination if death occurs prior to Your Scheduled Departure Date, or during Your Trip.
- (c) Financial Default of a tour operator, airline or cruise line provided that:
  - 1) The insurance was purchased within 15 days of Initial Trip Payment; and
  - 2) The Financial Defaults occurs more than 14 days following Your effective date for the Trip Cancellation or Trip Interruption Benefits.

The Insurer will not cover losses resulting from a Financial Default of the person, organization, agency or firm that solicited Your insured travel arrangements to You.

- (d) Inclement Weather at the departure site causing delay or cancellation of travel and prevents the You from reaching Your Destination;
- (e) Strike resulting in complete interruption of travel services at the point of departure or Destination;
- (f) Your Primary Residence or Destination being made Uninhabitable or Inaccessible by Natural Disaster, vandalism, or burglary;
- (g) the Insured's Destination being made Uninhabitable or Inaccessible by flood, tornado, earthquake, volcanic eruption, fire, wildfire or blizzard that is due to natural causes;
- (h) You or a Traveling Companion being hijacked, or quarantined;

- (i) You or a Traveling Companion being subpoenaed, required to serve on a jury,
- (j) You or a Traveling Companion, who are on military duty in the United States Armed Forces:
  - 1) having Your personal leave revoked;
  - 2) being called to active military service; or
  - 3) being reassigned.
- (k) a Terrorist Incident that results in property damage, Injury or loss of like. This must take place in a City in which You are scheduled to arrive within 30 days of Your scheduled arrival;
- (l) the Insured or Traveling Companion is involuntarily terminated or laid off through no fault of his or her own provided that he or she has been an active employee for the same employer for at least 1 year. Termination must occur following the effective date of coverage. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- (m) a named hurricane causing cancellation or interruption of travel to the Insured's Destination that is Inaccessible or Uninhabitable. Claims are not payable if a hurricane is foreseeable prior to the Insured's effective date. A hurricane is foreseeable on the date it becomes a named storm. The Company will only pay the benefits for Losses occurring within 30 day after the named hurricane makes the Insured's Destination Uninhabitable or Inaccessible;
- (n) You and/or a Traveling Companion being directly involved in a traffic accident while directly en route to a departure. Traffic accident must be substantiated by a police report;
- (o) Cancel for Work Reasons; coverage will be extended for these additional Unforeseen events:
  - 1) Your or a Traveling Companion are required to work during Your scheduled trip. You must demonstrate proof of requirement to work, such as a notarized statement signed by an officer of Your employer. In the situation of self-employment, proof of self-employment and a notarized statement confirming that the You are unable to travel due to Your job obligations will be required.
  - 2) You or Traveling Companion is directly involved in a merger, acquisition, government required product recall, or bankruptcy proceedings. You or Traveling Companion must be an active employee of the company and You or Traveling Companion must be involved in such an event;
  - 3) You or Traveling Companion's company being made unsuitable for business by Natural Disaster, due to burglary, or vandalism and You or Traveling Companion is directly involved as a Key Employee of the disaster recovery team.



## IMPORTANT

You need to contact the Travel Insurance Administrator as soon as realistically possible of canceling or interrupting your trip for a covered reason indicated above.

**Coverage is for:** Reimbursement to You by the Company up to the maximum limit indicated on Your Schedule of Benefits for loss due to the Unforeseen event shown above.

**Trip Cancellation Benefits:** The Insurer will provide reimbursement for Trips that are cancelled for payments and deposits you made before your trip was canceled, less any published refunds You are entitled to receive.

**Trip Interruption Benefits:** The Insurer will provide reimbursement for Trips that are interrupted due to the Unforeseen events indicated above in the amounts of:

- (a) the pro-rated portion of the prepaid Trip missed, less any Refunds paid to you;
- (b) reasonable additional non airfare transportation expenses for You to reach Your Return Destination or the place where You can rejoin Your Trip; and/or
- (c) reasonable transportation expenses incurred by You to reach your original Destination if You must depart after Your planned departure date due to one of the above Unforeseen events.

However, the benefit payable under (b) and (c) above will not exceed the cost of economy airfare (or the same class as the Insured's original ticket) by the most direct route, less any refunds paid or payable.

Reimbursement to the You will be made in the same form in which the original Trip payment was made. In no event will the amount reimbursed exceed the lesser of the amount the Insured pre-paid for Your Trip or the Maximum Limit indicated on the Schedule of Benefits.

**Trip Interruption – Return Air Only:** The Insurer will reimburse You for the additional transportation expenses paid by you to reach Your Return Destination due to one of the Unforeseen events listed in the Trip Cancellation/Trip Interruption section. The amount reimbursed for this benefit will not exceed the cost of economy airfare (or the same class as the Insured's original ticket) less any refunds paid or payable and taken by the most direct route.

## SINGLE OCCUPANCY

You will be reimbursed by the Insurer, up to the Trip Cancellation or Trip Interruption Maximum Limit indicated on the Schedule of Benefits, for the additional cost resulting from a change in per person occupancy rate for prepaid shared travel arrangements if a Traveling Companion's Trip is canceled or interrupted for one of the above Unforeseen events and Yours is not.

## CANCEL FOR ANY REASON COVERAGE

(This coverage applies only if you have elected this coverage and is it indicated on the Schedule of Benefits.)

You will be reimbursed by the Insurer for 50% of the prepaid, forfeited, non-refundable payments or deposits up to the Maximum Limit indicated in the Schedule of Benefits, paid to your Travel Supplier for Your insured Trip if You are not able to participate in the Trip for any reason not otherwise covered by this Policy.

The following conditions must be met for reimbursement under this coverage:

- (a) This coverage must be purchased within 15 days of Your Initial Trip Payment date at the time of purchase of Your plan and insures the cost of any additional trip costs added to the same Trip within 15 days of the Initial Trip Payment date; and
- (b) The full cost of non-refundable prepaid Trip costs that would be forfeited upon cancellation this insurance coverage is purchased for the full cost of all non-refundable prepaid Trip arrangements that are subject to cancellation penalties and/or restrictions; and
- (c) You cancel the insured Trip more than 48 hours prior to the Departure Date.

There will be no benefits paid under this coverage, coverage will be terminated and any applicable cost paid for this Cancel for Any Reason Coverage will be refunded if the full costs of any and all prepaid, non-refundable Trip arrangement costs are not insured.

## TRIP DELAY

This benefit is payable for one delay per Insured, per Trip, up to the Maximum Limit(s) indicated on the Schedule of Benefits if the Insured's Trip is delayed 5 or



more consecutive hours from the original departure time. Trip Delay benefit cover Reasonable Additional Expenses until travel becomes possible as a result of a cancellation or delay of a regularly scheduled airline flight for one of the following Unforeseen events:

- (a) You or Traveling Companion are involved in or delayed due to a traffic accident while en route to a departure, Traffic Accident must be substantiated by a police report;
- (b) Common Carrier delay;
- (c) You or Traveling Companion have lost or had stolen, your passports, travel documents, or money; or
- (d) reasons listed under Trip Cancellation and Interruption.

Reasonable Additional Expenses incurred must be accompanied by receipts.

If the Insured incurs more than one delay in the same Trip the Insurer will pay for the delay with the largest benefit up to the Maximum Limit indicated on the Schedule of Benefits. The Insured must contact the Travel Insurance Administrator as soon as he/she knows his/her Trip is going to be delayed more than 5 or more consecutive hours.

For purposes of this Benefit:

**“Reasonable Additional Expenses”** means expenses for meals, taxi fares, essential telephone calls, local transportation and lodging which were necessarily incurred as the result of a Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

### **MISSED CONNECTION**

This coverage provides up to the maximum amount as indicated on your Schedule of Benefit to cover:

- (a) reasonable additional transportation expenses needed for You to reach the departure of your Trip;
- (b) reasonable additional expenses for meals up to the per day amount indicated in the Schedule of Benefits while you are delayed; and
- (c) any Trip payment lost as part of the unused portion of Your Trip, less any received you received.

In order for You to receive benefits, this missing of Your connection must be caused by a cancellation or delay of at least 3 hours due to:

- (a) Inclement Weather; and/or

- (b) Common Carrier caused delay.

The Common Carrier must certify the delay of the regularly scheduled airline flight. Coverage is secondary to coverage by any other source.

### **BAGGAGE, PERSONAL EFFECTS AND TRAVEL DOCUMENTS**

If Your Baggage, personal effects, passports, travel documents, credit cards or visas are lost, damaged or stolen during Your Trip, the Insurer will pay the lesser of: (a) the cash value (original cash value less depreciation) as determined by the Insurer or (b) the cost to replace the item, up to the Maximum Limit indicated on Your Schedule of Benefits.

Notwithstanding the foregoing, the Insurer will cover up to a maximum amount indicated for the following:

- \$500 for the first item; and
- thereafter, no more than \$250 per each additional item; and
- \$500 in the aggregate for any and all jewelry, watches, furs, cameras and camera equipment, camcorders, computers, and other electronic devices, including but not limited to: portable personal computers, cellular phones, electronic organizers and portable CD players.

Items over \$150 must be accompanied by original receipts. If receipts are not provided, no benefits are payable.

The Insurer may take all or part of the damaged Baggage at the appraised or agreed value. In the event of a loss to a pair or set of items, the Insurer choose to:

- (a) set the pair to its value before the loss by replacing or repairing any part; or
- (b) pay the difference between the value of the property before the loss occurred and the value of the property after the loss occurred.

### **BAGGAGE DELAY**

If Your personal Baggage is delayed or misdirected for more than 12 hours by a Common Carrier while on a Trip, the Insurer will reimburse you up to the



Maximum Limit indicated on the Schedule of Benefits for the purchase of Necessary Personal Effects. Receipts for expenses must accompany any claim. This benefit is not applicable if Baggage is delayed after You have reached Your Return Destination.

### CAR RENTAL COLLISION COVERAGE

(This coverage applies only if you have elected this coverage and is it indicated on the Schedule of Benefits.)

You are eligible for benefits up to the Maximum Limit, subject to the Deductible, as indicated on Your Schedule of Benefits if You rent a car while on Your Trip and the car is damaged due to collision, vandalism, windstorm, fire, hail or flood, while in Your possession.

The Insurer will pay the lesser of:

- (a) the cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) the Actual Cash Value of the car.

Coverage is provided to the You and Traveling Companion, provided You and Traveling Companion are licensed drivers, and are listed on the rental agreement.

Coverage does not apply in countries or states where the sale of this insurance is prohibited by law.

The Insured must contact Berkshire Hathaway Travel Protection before renting to confirm whether the vehicle is covered.

### SECTION IV EXCLUSIONS AND LIMITATIONS

#### GENERAL EXCLUSIONS

This Policy does not cover any loss caused by or resulting from:

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- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner while sane or insane;
- (b) Normal Pregnancy (unless specifically covered), Childbirth or elective abortion, other than unforeseen complications of pregnancy of the Insured, a Traveling Companion or a Family Member;
- (c) participation in professional sports, or motors sports or racing (including training and practice);
- (d) mountain climbing that requires the use of equipment such as; pick-axes, anchors, bolts, crampons, carabiners, and lead or top-rope anchoring or other specialized equipment;
- (e) war (whether declared or not) or act of war, civil disorder, or unrest;
- (f) operating or learning to operate any aircraft, as student, pilot, or crew;
- (g) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (h) any unlawful acts, committed by the Insured, a Family Member, or a Traveling Companion, or Business Partner whether insured or not;
- (i) Mental, Nervous or Psychological Disorder or rest cures;
- (j) Instances where the insured's tickets do not indicate the travel dates (open tickets);
- (k) use of drugs, narcotics, or alcohol, unless administered upon the advice of a Physician;
- (l) any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due the Insured;
- (m) Experimental or Investigative treatment or procedures;
- (n) any loss that occurs at a time when this coverage is not in effect;
- (o) the purpose of the travel is to receive medical care, medication or treatment;
- (p) any trip taken outside the advice of a Physician;
- (q) care or treatment which is not Medically Necessary; and
- (r) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition (excluding any condition from which death ensues) of an Insured, Traveling Companion, Business Partner or Family Member which, within the 180 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.





**The following exclusions apply to Baggage/Personal Effects and Baggage Delay:**

Benefits will not be provided for any loss or damage to or resulting (in whole or in part) from:

- (a) animals, rodents, insects or vermin;
- (b) bicycles (except when checked with a Common Carrier);
- (c) motor vehicles, aircraft, boats, boat motors, ATV's and other conveyances;
- (d) artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
- (e) tickets, keys, notes, securities, accounts, bills, currency, deeds, food stamps or other evidences of debt, credit cards,;
- (f) money, stamps, stocks and bonds, postal or money orders;
- (g) property shipped as freight, or shipped prior to the Departure Date;
- (h) contraband, illegal transportation or trade.
- (i) items seized by any government, government official or customs official;
- (j) defective materials or craftsmanship;
- (k) inherent vice or damage;
- (l) seizure or destruction under quarantine or custom regulation;
- (m) transporting contraband or illegal trade;
- (n) normal wear and tear;
- (o) deterioration.

**The following limitations and exclusions apply to Car Rental Collision Coverage:**

Coverage is not provided (in whole or in part) for any loss due to:

- (a) any loss which occurs if the Insured or his/her Traveling Companion violates the rental agreement;
- (b) rentals of trucks, (not including jeeps or SUV's) campers, trailers, off road vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;
- (c) any obligation the Insured or his or her Traveling Companion assumes under any agreement except insurance collision deductible;
- (d) failure to report the Loss to the proper local authorities and the rental car company
- (e) damage to any other vehicle, structure, or person as a result of a covered Loss;
- (f) participation in contests of speed, motor sport or motor racing including training or practice for the same;
- (g) driving under the influence of alcohol;

- (h) being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- (i) war or act of war, whether declared or not, civil commotion, insurrection or riot;
- (j) Injury sustained while committing or attempting to commit a crime.

**The following exclusions apply to Trip Cancellation and Trip Interruption:**

Unless otherwise provided by this Policy benefits will not be provided for any loss resulting (in whole or in part) from:

- (a) travel arrangements canceled by an airline, cruise line, or tour operator, except as provided elsewhere in this Policy;
- (b) changes by the Insured, a Family Member, or Traveling Companion, for any reason; unless Cancel for Any Reason was purchased;
- (c) financial circumstances of the Insured, a Family Member, or a Traveling Companion;
- (d) any government regulation or prohibition;
- (e) an event which occurs prior to the Insured's coverage Effective Date;
- (f) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements.
- (g) Financial Default;
- (h) traveling for the purpose of securing medical treatment.

**EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy for all coverages shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss payable under this Policy there is other valid and collectible insurance or indemnity in place, the Insurer shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable Deductible.



## SECTION V PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call the Travel Insurance Administrator as soon as realistically possible, and be prepared to describe the Loss, the name Travel Supplier (i.e., tour operator, cruise line, or charter operator), the Trip dates, and the amount that the Insured paid. The Travel Insurance Administrator will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to the Travel Insurance Administrator.

**Claim Procedures: Proof of Loss:** You have 90 days from the date of loss to submit your claim to the Travel Insurance Administrator, or as soon as realistically possible. All claims under this Policy must be submitted to the Travel Insurance Administrator no later than one year after the date of Loss or insured occurrence or as soon as realistically possible. If the Insurer has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to the Travel Insurance Administrator by the date claim forms would be due. The Travel Insurance Administrator will require information from you for the proof of loss. This will include, but is not limited to:

- written proof of the occurrence;
- type and amount of Loss;
- the Insured's name;
- the Travel Supplier Name; and
- the policy number.

**Payment of Claims: When Paid:** Claims will be paid within 30 days of the date the Travel Insurance Administrator receives complete proof of Loss and verification of age.

### **Payment of Claims: To Whom Paid:**

Benefits are payable to the Insured who applied for coverage and paid any required plan cost. Any benefits payable due to that Insured's death, will be paid to the survivors of the first surviving class of those that follow:

- (a) the Beneficiary named by that Insured and on file with the Travel Insurance Administrator;
- (b) to his/her spouse, if living. If no living spouse, then
- (c) in equal shares to his/her living Children. If there are none, then
- (d) in equal shares to his/her living parents. If there are none, then
- (e) in equal shares to his/her living brothers and sisters. If there are none, then
- (f) to the Insured's estate.

If a benefit is payable to a minor or other person who is incapable of giving a valid release, the Insurer may pay up to \$3,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the Insurer makes in good faith fully discharges Insurer to the extent of that payment.

**Trip Cancellation and Trip Interruption Proof of Loss:** The Insured must provide the Travel Insurance Administrator documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation policies, and any other information realistically required to prove the Loss. Claims involving Loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement. The Insured must provide the Travel Insurance Administrator with all unused air, rail, cruise, or other tickets if he/she is claiming the value of those unused tickets.

**Trip Delay Proof of Loss:** The Insured must provide the following to the Travel Insurance Administrator:

- (a) Documentation from the Travel Supplier as to the reason for the delay
- (b) A form of proof for expenses incurred
- (c) Original receipts
- (d) List of expenses incurred, to include:
  1. Amount Paid, what payment was for, date of payment
  2. A signed medical information release authorization form and attending Physician's statement will be required if the Claim involves a loss associated with Sickness, Injury or death.

**Baggage and Personal Effects Proof of Loss:** The Insured must: (a) report theft Losses to police or other local authorities as soon as possible; (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs; (The Insurer will reimburse the Insured for those expenses. The Insurer will not pay for further damage if the Insured fails to protect his/her Baggage); (c) allow the Insurer to examine the damaged Baggage and/or the Insurer may require the damaged item to be sent in the event of payment; or (d) send sworn proof of Loss as soon as possible from date of Loss, providing amount of Loss, date, time, and cause of Loss, and a complete list of damaged/lost items.



**Baggage Delay Proof of Loss:** The Insured must provide documentation of the delay or misdirection of Baggage by the Common Carrier and receipts for the Necessary Personal Effects purchases.

**Car Rental Collision Proof of Loss:** The Insured must: take all reasonable, necessary steps to protect the vehicle and prevent further damage to it; report the Loss to the appropriate local authorities and the rental company as soon as possible; obtain all information on any other party involved in an accident, such as name, address, insurance information, and driver's license number; and provide the Travel Insurance Administrator all documentation such as rental agreement, police report, and damage estimate.

**The following provisions apply to Baggage Delay, Baggage/Personal Effects, Car Rental Collision Coverage:**

**Notice of Loss.** If the Insured's property covered under this Policy is lost or damaged, the Insured must:

- (a) notify the Travel Insurance Administrator as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

**Proof of Loss.** The Insured must furnish the Insurer with proof of Loss. Proof of Loss includes police or other local authority reports or documentation from the appropriate party responsible for the Loss. It must be filed within 90 days from the date of Loss. Failure to comply with these conditions shall not invalidate any claims under this Policy.

**Settlement of Loss.** Claims for damage and/or destruction shall be paid immediately after proof of the damage and/or destruction is presented to the Insurer. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured must present acceptable proof of Loss and the value.

**Valuation.** The Insurer will not pay more than the Actual Cash Value of the property at the time of Loss. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**Disagreement Over Size of Loss.** If there is a disagreement about the amount of the Loss, either the Insured or the Insurer can make a written demand for an

appraisal. After the demand, the Insured and the Insurer each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be voluntary and non-binding. The appraiser selected by the Insured is paid by the Insured. The Insurer will pay the appraiser it chooses. The Insured will share with the Insurer the cost for the arbitrator and the appraisal process.

**Benefit to Bailee.** This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

**The following provision applies to Baggage Delay, Baggage/Personal Effects, Car Rental Collision Coverage:**

**Subrogation.** When someone else is responsible for loss to the Insured, the Insurer has the right to recover any payments the Insurer made in relation to the Insured's claim, as permitted by law. Everyone eligible to receive payment for a claim submitted to the Insurer must cooperate with this process and must refrain from doing anything that would; adversely affect the right of the Insurer to recover payment.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Insurer for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage. The Company's right of subrogation is secondary to the right of the Covered Person to be fully compensated for his or her damages. The Company's right of subrogation will not exceed the amount of their payment.

**Coverage** – as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except coverage provided under this Policy) and any fund or insurance policy providing the Insured with coverage for any claims, causes of action or rights the Insured may have against the Company).

**Third Party** – as used in this Subrogation section, means any person, corporation or other entity (except the Insured and the Company).

## SECTION VI GENERAL PROVISIONS



**Entire Contract; Changes.** This is a legal contract. The entire contract consists of the Policy, Schedule of Benefits, Application and any attachments. In the absence of fraud, all statements made by the Insured will be considered representations and not warranties. This contract cannot be change in any way by any agent. Only an officer of the Company can approve a change. Any such change must be indicated in this Policy or its attachments. You have a duty to make all reasonable efforts to minimize any loss.

**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 the Insurer's behalf nor to alter, modify, or waive any of the provisions of this Policy.

**Insurer's Recovery Rights.** In the event of a payment under this Policy, the Insurer is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever is necessary to help the Insurer exercise those rights, and do nothing after the loss to harm the Insurer's rights. When an Insured has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Insurer by the Insured and reimbursed to the Insurer the extent of the Insurer's payment. The Insured will be made whole before recovery takes place.

**Physical Examination and Autopsy.** The Insurer has the right to physically examine any individual whose Loss is the basis of claim under this Policy as often as realistically needed while the claim is pending. The Insurer may also require autopsy in the case of death, where it is not forbidden by law. The Insurer will bear all costs for these.

**Beneficiary Designation and Change.** The Insured's beneficiary(ies) is (are) the person(s) designated by the Insured and on file with the Travel Insurance Administrator.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Travel Insurance Administrator with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Insurer on account of any payment made by it prior to receipt of the request.

**Assignment.** An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

**Clerical Error.** Clerical error, whether by the Insured or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Insurer may require satisfactory proof of age before paying any claim.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Arbitration.** Notwithstanding anything in this coverage to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration, if mutually acceptable administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same Loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

**Concealment or Fraud:** The Insurer does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.



**Payment of Premium:** Coverage is not effective unless all premium due has been paid to the Travel Insurance Administrator prior to a date of Loss or insured occurrence.

**Termination of The Policy:** Termination of this Policy will not affect a claim for Loss which occurs while this Policy is in force.

**Transfer of Coverage:** Coverage under this Policy cannot be transferred by the Insured to anyone else.

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

SAMPLE



**SCHEDULE OF BENEFITS**

	<b>Maximum Limit Per Person</b>
Trip Cancellation .....	Trip Cost up to a maximum of \$100,000
Trip Interruption .....	Up to 150% of Trip Cost Up to a maximum of \$150,000
Trip Interruption-Return Air Only .....	\$750
Trip Delay .....	\$150 per day to a maximum of \$750
Missed Connection .....	\$250
Baggage & Personal Effects .....	\$1,000
Baggage Delay .....	\$300

**Extra Coverage**

*(when the insurance plan is purchased within 15 days of Initial Trip Payment)*

- Pre-Existing Condition Exclusion Waiver
- Trip Cancellation / Interruption due to Financial Default
- \$250 additional Missed Connection

**Optional Coverage**

*The following will be included if elected and appropriate costs have been paid.*

**Cancel For Any Reason** ..... Up to 50% of insured Trip Cost  
to a maximum of \$50,000

*(Can only be purchased at the time the base plan is purchased and within 15 days of Initial Trip Payment)*

**Car Rental Collision Coverage** ..... \$35,000 (\$250 Deductible)

**PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

The Insurer will waive the pre-existing medical condition exclusion up to a maximum of the first \$30,000 of Trip Cost per person if the following conditions are met:

- (a) This plan is purchased within 15 days of making the Initial Trip Payment;
- (b) The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase and the cost of any subsequent arrangement(s) added to the same Trip are insured within 15 days of the date of payment or deposit for any subsequent Trip arrangement(s)
- (c) All Insured's are medically able to travel when plan cost is paid;

\*Coverage for Trip Interruption and Trip Interruption-Return Air Only cannot be combined.

For questions or information contact the Travel Insurance Administrator 1.855.487.1745.

Any payments under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, you may consult the OFAC internet website at [www.treas.gov/offices/enforcements/ofac/](http://www.treas.gov/offices/enforcements/ofac/) or a Travel Insurance Administrator representative.



**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**  
Omaha, Nebraska

**INDIVIDUAL TRAVEL PROTECTION INSURANCE POLICY**  
**EXACTCARE**

**IMPORTANT**

This coverage is valid only if the appropriate plan cost has been paid. Please keep this document as your record of coverage under the plan.

**PLEASE READ THIS DOCUMENT CAREFULLY!**

This Policy is issued in consideration of your application and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by the Insurer.

This Policy is a legal contract between the Insured and the Insurer. It is important that you read your Policy carefully. Please refer to the Schedule of Benefits. It provides you with specific information about the insurance you purchased.

**FIFTEEN DAY LOOK:** You may cancel this insurance by giving the Insurer or the insurance producer written notice within the first to occur of the following: (a) 15 days from the Effective Date of your insurance; or (b) your Scheduled Departure Date. If you do this, the Insurer will refund your premium paid provided no insured has filed a claim under this Policy.

Signed for the company at its home office:

Secretary

President

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**SECTION I**

**EFFECTIVE DATE AND TERMINATION DATE**

**Effective Date:** All coverages will begin on the later of:

- (a) 12:01 a.m. (Standard Time) on the scheduled Departure Date as indicated on the travel documents; or

**Termination Date:** All coverages end on the earlier of:

- (a) the date the Trip is completed;
- (b) the date of Return selected; or
- (c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

**Extension of Coverage:**

All coverages will be extended, if:

- (a) the Insured's entire Trip is covered by the Policy; and
- (b) the Insured's return is delayed by Inclement Weather; or

This extension of coverage will end on the earlier of:

- (a) the date the Insured reaches his/her Return Destination; or
- (b) 7 days after the date the Trip was scheduled to be completed.

**SECTION II**  
**DEFINITIONS**

**Definitions**

**(Capitalized terms within this Policy are defined herein)**

**"Business Partner"** means a person who: (1) is involved with the Insured or the Insured's Traveling Companion in a legal partnership; and (2) is actively involved in the daily management of the business.

**"Caregiver"** means an individual employed for the purpose of providing assistance with activities of daily living to the Insured or to the Insured's Family Member who has a physical or mental impairment. The Caregiver must be employed by the Insured or the Insured's Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living.



**“Children” or “Child”** means with respect to Emergency Evacuation and Sickness Medical and Accident Medical and as shown on the application form children or grandchildren of the Insured, including natural children from the moment of birth, children from a civil union and step, foster or adopted children from the moment of placement in the Insured’s home, under age 25 and primarily dependent on the Insured for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of Children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity. As otherwise used in this plan it means the Insured’s natural, step, foster, adopted children or grandchildren of any age.

**“Common Carrier”** means an air, land, sea conveyance operated under a license for the transportation of passengers for hire and for which the Insured’s ticket was purchased through the Travel Supplier.

**“Complications of Pregnancy”** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy, and not constituting a medically classifiable distinct complication of pregnancy.

**“Cruise”** means a vacation on a cruise ship.

**“Deductible”** means the amount of charges that must be incurred by an Insured 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 date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the travel documents.

**“Destination”** means any place where the Insured expects to travel to on his/her Trip as shown on the travel documents.

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

- (a) resides with the Insured;
- (b) shares financial assets and obligations with the Insured;
- (c) is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; and
- (d) neither the Insured nor Domestic Partner is married to anyone else, nor has any other domestic partner.

The Insurer may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**“Experimental or Investigative”** means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used. This includes any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

**“Family Member”** means the Insured’s, or Traveling Companion’s spouse, civil union partner, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, grandchild, step-grandchild, step-child, step-brother, step-sister, step-parent, parent-in-law, brother-in-law, sister-in-law, aunt, step-aunt, uncle, step-uncle, niece, nephew, legal guardian, Caregiver, foster Child, ward, or legal ward; spouse civil union partner or Domestic Partner of any of the above. Family Member also includes these relations to the Insured’s or Traveling Companion’s spouse, civil union partner or Domestic Partner.

**“Hospital”** means a facility that:

- (a) is operated according to law for the care and treatment of sick or Injured people;
- (b) is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of insured and sick persons by or under the supervision of Physicians for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (c) has 24 hour nursing service by registered nurses (R.N.’s); and
- (d) is supervised by one or more Physicians available at all times.

A Hospital does not include:





- (a) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- (b) a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
- (c) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members or the armed forces.

**“Initial Trip Payment”** means the first payment made to the Insured’s Travel Supplier toward the cost of the Insured’s Trip.

**“Inclement Weather”** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier or prevents the Insured from reaching his/her Destination when traveling by a rented or owned vehicle.

**“Injury/Injured”** means a bodily injury caused by an accident, resulting directly and independently of all other causes and sustained after the effective date of coverage under this Policy. The Injury must be verified by a Physician.

**“Insured, You or Your”** means a person:

- (a) for whom any required application form has been completed;
- (b) for whom any required plan cost has been paid;
- (c) for whom a Trip is scheduled; and
- (d) who is covered under this Policy.

**“Insurer”** means Berkshire Hathaway Specialty Insurance Company.

**“Loss”** means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Insurer has undertaken to compensate the Insured.

**“Medically Necessary”** means that a treatment, service, or supply:

- (a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (b) meets generally accepted standards of medical practice;
- (c) is ordered by a Physician and performed under his or her care, supervision, or order; and
- (d) is not primarily for the convenience of the Insured, Physician, other providers, or any other person.

**“Mental, Nervous or Psychological Disorder”** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**“Physician”** means a licensed practitioner of medical, surgical, dental, services or the healing arts including accredited Christian Science Practitioners, acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion, a Family Member or a Business Partner.

**“Primary”** means the Insurer will pay first but reserves the right to recover from any other insurance carrier with which the Insured may be enrolled.

**“Primary Residence”** means a person’s fixed, permanent and principal home for legal and tax purposes.

**“Reasonable and Customary Charges”** means expenses which:

- (a) are charged for treatment, supplies, or medical services Medically Necessary to treat the Insured’s condition;
- (b) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) do 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.

**“Return Date”** means the date on which the Insured is scheduled to return to the point where the Trip started or to a different specified Return Destination. This date is specified in the travel documents.

**“Return Destination”** means the place to which the Insured expects to return from his/her Trip as shown in travel documents.

**“Sickness”** means an illness or disease diagnosed or treated by a Physician.

**“Transportation”** means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

**“Travel Supplier”** means the tour operator, hotel, rental company, cruise line, or airline that provides pre-paid travel arrangements for the Insured’s Trip.



**“Traveling Companion”** means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip. A group or tour leader is not considered a traveling companion, unless the Insured is sharing room accommodations with the group or tour leader.

**“Trip”** means a period of travel away from home to a Destination outside the Insured’s City of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined Departure and Return Dates specified when the Insured applies; the trip does not exceed 364 days; travel is primarily by Common Carrier and only incidentally by private conveyance.

**“Trip Cost”** means the dollar amount of Trip payments or deposits paid by the Insured prior to the Insured’s Trip Departure Date and shown on any required application form which is subject to cancellation penalties or restrictions. Trip Cost will also include the cost of any subsequent pre-paid payments or deposits paid by the Insured for the same Trip, after application for coverage under this Policy provided the Insured amends the application form to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured’s Departure Date.

### SECTION III - BENEFITS

#### MEDICAL EXPENSE BENEFIT

If, while on a Trip, You suffer an Injury or Sickness that requires You to be treated by a Physician within one year of the date of the accident that caused the Injury or the onset of Sickness, the Insurer will pay a benefit for Reasonable and Customary Charges, up to the Maximum Limit shown in the Schedule. The Insurer will reimburse the You for Medically Necessary Covered Expenses incurred to treat such Injury or Sickness during the course of the Trip provided the initial treatment was received from a Physician during the Trip. The Injury must first occur or the Sickness must first begin while on an overnight Trip with a Destination of at least 100 miles from the Your Primary Residence, while covered under the Policy. Pre-existing medical conditions will be covered if the Pre-existing Medical Condition Waiver is in effect.

#### Covered Expenses:

The Insurer will reimburse the You for:

- services of a Physician or registered nurse (R.N.);
- Hospital charges;

- X-ray(s);
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices;
- the cost of emergency dental treatment only during a Trip limited to a Maximum Limit shown in the Schedule of Benefits. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after You reach Your Return Destination, regardless of the reason. The treatment must be given by a Physician or dentist.

**Advance Payment:** If You require admission to a Hospital, Berkshire Hathaway Travel Protection will arrange advance payment, if required. Hospital confinement must be certified as Medically Necessary by the attending Physician.

#### EMERGENCY EVACUATION and REPATRIATION OF REMAINS

The Insurer will pay for Covered Emergency Evacuation Expenses incurred due to Your Injury or Sickness that occurs while You are on a Trip. Benefits payable are subject to the Maximum Limit shown on the Schedule of Benefits for all Emergency Evacuations due to all Injuries from the same accident or all Sicknesses from the same or related causes during an overnight Trip with a Destination of at least 100 miles from Your Primary Residence.

**Covered Emergency Evacuation Expenses** are the Reasonable and Customary Charges for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible and required by the standard regulations of the conveyance transporting the Insured. Expenses for Transportation must be:

- (a) ordered by the onsite attending Physician who must certify that the severity of Your Injury or Sickness warrants Your Emergency Evacuation and adequate medical treatment is not locally available; and
- (b) authorized in advance by Berkshire Hathaway Travel Protection. In the event the Insured’s Injury or Sickness prevents prior authorization of the Emergency Evacuation, Berkshire Hathaway Travel Protection must be notified as soon as reasonably possible.

The Insurer will also pay a benefit for reasonable and customary expenses incurred for an escort’s transportation and accommodations subject to the Escort



Maximum Limit shown in the Schedule if an onsite attending Physician recommends in writing that an escort accompany the Insured.

**Special Limitation:** In the event Berkshire Hathaway Travel Protection could not be contacted to arrange for Emergency Evacuation, benefits are limited to the amount the Insurer would have paid had the Insurer or their authorized representative been contacted.

**Emergency Evacuation** - means:

- (a) Transportation from the place where You are Injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained;
- (b) Transportation from a local medical facility to the nearest adequate licensed medical facility to obtain appropriate medical treatment if the onsite attending Physician certifies that additional Medically Necessary treatment is needed but not locally available; and the Insured is medically able to travel; and/or
- (c) Transportation to the adequate licensed medical facility nearest Your home to obtain further medical treatment or to recover, after being treated at a local licensed medical facility, and the onsite attending Physician determines that the Insured is medically able to be transported; or

If the Emergency Evacuation Upgrade is selected and the appropriate cost has been paid, the following will also apply:

- (d) Transportation from an adequate licensed medical facility to an adequate licensed medical facility of the Insured's choice for further Medically Necessary treatment if the onsite attending Physician certifies that the Insured is medically able to travel.

Advanced authorization by Berkshire Hathaway Travel Protection is needed for (a), (b), (c) and (d) above.

#### **ADDITIONAL BENEFITS**

In addition to the above covered expenses, if the Insurer has previously evacuated an Insured to a medical facility, the Insurer will reimburse the Insured his/her airfare costs, less refunds from Your Unused transportation tickets, from that facility to Your Return Destination or home, within one year from the Insured's original Return Date, less refunds from Your unused transportation tickets. Airfare costs will be based on medical necessity or same class as Your original tickets.

If You are hospitalized for more than 7 days following or unable to travel due to a covered Emergency Evacuation, the Insurer will reimburse the Insured, subject to the limitations set out herein, for expenses for:

1. **Return of Children:** Return of Your Children, who were accompanying the Insured when the Injury or Sickness occurred, to Your residence in the United States, including the cost of an attendant, if necessary. Such expenses shall not exceed the cost of a one-way economy airfare ticket, or same class as the original ticket, less the value of any applied credit from any Unused return travel tickets for each person.
2. **Bedside Visit:** To bring one person chosen by You to and from the medical facility where You are confined if the Insured is alone. The payment will not to exceed the cost of one round-Trip economy airfare ticket. This additional benefit only applies if the upgrade package is purchased.
3. **Bedside Traveling Companion:** The Insurer will reimburse the You for reasonable expenses incurred for hotel and meals up to the Per Day Limit shown in the Schedule of Benefits for the Traveling Companion to remain near You. For an insured Child, a bedside companion is available immediately upon Hospital admission. Receipts must be submitted. For purposes of this benefit, Traveling Companion means the person is Insured under this Policy and accompanies the Insured on the Trip.

#### **REPATRIATION OF REMAINS**

The Insurer will pay Repatriation Covered Expenses up to the Maximum Limit shown on the Schedule of Benefits to return the Insured's body to city of burial if he/she dies during the Trip.

**Repatriation Covered Expenses** include, but are not limited to, the reasonable and customary expenses for:

- (a) embalming;
- (b) cremation, subject to the Cremation Maximum Limit shown in the Schedule of Benefits;
- (c) the most economical coffins or receptacles adequate for transportation of the remains; and
- (d) transportation of the remains by the most direct and economical conveyance and route possible, subject to the Transportation Maximum Limit shown on the Schedule of Benefits.



Berkshire Hathaway Travel Protection must make all arrangements and authorize all expenses in advance for this benefit to be payable.

**Special Limitation:** In the event the Insurer or the Insurer's authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the amount the Insurer would have paid had the Insurer or his or her authorized representative been contacted.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

If, while on a Trip, Injury to an Insured results within 365 days of the date of the accident which caused Injury, in one of the Losses shown in the Table of Losses below, other than while riding as a passenger in or boarding or alighting from or struck or run down by a certified passenger aircraft provided by a regularly scheduled airline or charter and operated by a properly certified pilot, the Insurer will pay the percentage shown below of the Maximum Limit shown in the Schedule of Benefits . The accident must occur while the Insured is on the Trip and is covered under this Policy.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The Insurer will not pay more than 100% of the Maximum Limit for all Losses due to the same accident.

**Table of Losses**

Loss of	%of Maximum Limit
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Either Hand or Foot	50%

**EXPOSURE**

The Insurer will pay a benefit for covered Losses as specified above which result from an Insured being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss must occur within 365 days after the event which caused the exposure.

**DISAPPEARANCE**

The Insurer will pay a benefit for Loss of life as specified above if the Insured's body cannot be located one year after disappearance due to an accidental Injury during the Trip.

"Loss" with regard to:

- (a) hand or foot means complete severance at or above the wrist or ankle joints; or
- (b) eye means complete and irrecoverable Loss of sight in that eye.

**ACCIDENTAL DEATH AND DISMEMBERMENT Common Carrier Air Only**

The Insurer will pay this benefit if the Insured is Injured while riding as a passenger in or boarding or alighting from or struck or run down by a certified passenger aircraft provided by a regularly scheduled airline or charter and operated by a properly certified pilot. The Insurer will pay up to the amount shown in the Schedule of Benefits for which premium has been paid for Loss of life, both hands or feet, sight of both eyes, or Loss of one hand or foot and the sight of one eye when such double Losses are the result of the same accident. One-half of the benefit is payable for the Loss of one hand or foot or the sight of one eye. If the Insured suffers more than one Loss from an accident, the Insurer will pay only for the Loss with the larger benefit. Loss of hand or foot means complete severance at or above the wrist or ankle joint. The Insurer will not pay more than 100% of the Maximum Limit for all losses due to the same accident. Loss of sight of an eye means complete and irrecoverable Loss of sight.

Loss must occur within 365 days of the accident.

If an Insured suffers one or more Losses from the same accident for which amounts are payable under both AD&D benefits shown above, the maximum amount payable under that benefit combination will not exceed the applicable Combined Maximum Limit shown on the Schedule of Benefits .

**EXPOSURE**

The Insurer will pay a benefit for covered Losses as specified above which result from an Insured being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss must occur within 365 days after the event which caused the exposure.



## DISAPPEARANCE

The Insurer will pay a benefit for Loss of life as specified above if an Insured's body cannot be located one year after disappearance due to an accidental Injury during the Trip.

## SECTION IV EXCLUSIONS AND LIMITATIONS

### GENERAL EXCLUSIONS

This Policy does not cover any loss caused by or resulting from:

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner;
- (b) pregnancy other than Complications of Pregnancy;
- (c) war (whether declared or not) or act of war, or participation in civil disorder or unrest;
- (d) operating or learning to operate any aircraft, as student, pilot, or crew;
- (e) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (f) any unlawful acts, committed by the Insured, a Family Member, a Traveling Companion or Business Partner;
- (g) Mental, Nervous or Psychological Disorder
- (h) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:**

The Company will not pay for any Loss or expense incurred as the result of an Injury, Sickness or other condition (excluding any condition from which death ensues) of an Insured, which, within the 180 day period immediately preceding and including the Insured's coverage effective date: (a) the existence of symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or (b) for which care or treatment was given or recommended by a Physician.

### **The following exclusions apply to the Medical Expense Benefit**

Unless otherwise provided by this Policy benefits will not be provided for any loss resulting (in whole or in part) from:

- (a) routine physical examinations;
- (b) mental health care;
- (c) replacement of hearing aids, eye glasses, contact lenses;
- (d) routine dental care; and
- (e) any service provided by the Insured, a Family Member, or Traveling Companion or Traveling Companion of Family Member.

### ***The following exclusions apply to Accidental Death and Dismemberment and Accidental Death and Dismemberment Common Carrier Air Only:***

- (a) Sickness or disease whether the Loss results directly or indirectly from any of these; and
- (b) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

## SECTION V PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call Berkshire Hathaway Specialty Concierge as soon as realistically possible, and be prepared to describe the Loss, the name of the Travel Supplier (i.e., tour operator, cruise line, or charter operator), the Trip dates, and the amount that the Insured paid. Berkshire Hathaway Specialty Concierge will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to Berkshire Hathaway Specialty Concierge, 1145 Clark Street, Stevens Point, WI 54481 (telephone 1.855.487.1745).

**Claim Procedures: Proof of Loss:** You have 90 days from the date of Loss to submit your claim to Berkshire Hathaway Specialty Concierge, or as soon as realistically possible. All claims under this Policy must be submitted to Berkshire Hathaway Specialty Concierge no later than one year after the date of Loss or insured occurrence or as soon as realistically 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. If the Insurer has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Berkshire Hathaway Specialty Concierge by the date claim forms would be due. The Company will require information from You for the proof of loss. This will include, but is not limited to:

- written proof of the occurrence;
- type and amount of Loss;
- the Insured's name;
- the Travel Supplier name; and
- the policy number.



**Payment of Claims: When Paid:** Claims will be paid as soon Berkshire Hathaway Specialty Concierge receives complete proof of Loss and verification of age.

**Payment of Claims: To Whom Paid:**

Benefits are payable to the Insured who applied for coverage and paid any required plan cost. Any benefits payable due to that Insured's death will be paid to the survivors of the first surviving class of those that follow:

- (a) the beneficiary named by that Insured and on file with the Berkshire Hathaway Specialty Concierge,
- (b) to his/her spouse, if living. If no living spouse, then
- (c) in equal shares to his/her living children. If there are none, then
- (d) in equal shares to his/her living parents. If there are none, then
- (e) in equal shares to his/her living brothers and sisters. If there are none, then
- (f) to the Insured's estate.

If a benefit is payable to a minor or other person who is incapable of giving a valid release, the Insurer may pay up to \$1,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the Insurer makes in good faith fully discharges Insurer to the extent of that payment.

Benefits for Medical Expense/Emergency Evacuation services may be payable directly to the provider of the services. However, the provider: (a) must comply with the statutory provision for direct payment, and (b) must not have been paid from any other sources.

**Medical Expense Payment of Loss:** The Insured must provide Berkshire Hathaway Specialty Concierge with: (a) all medical bills and reports for medical expenses claimed; and (b) a signed patient authorization to release medical information to Berkshire Hathaway Specialty Concierge.

**The following provision applies to Medical Expense and Emergency Evacuation and Repatriation of Remains:**

**Subrogation.** When someone else is responsible for loss to the Insured, the Insurer has the right to recover any payments the Insurer made in relation to the Insured's claim, as permitted by law. Everyone eligible to receive payment for a claim submitted to the Insurer must cooperate with this process and must refrain

from doing anything that would adversely affect the right of the Insurer to recover payment.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Insurer for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage. The Insurer's right of subrogation is secondary to the right of the Covered Person to be fully compensated for his or her damages. The Insurer's right of subrogation will not exceed the amount of their payment.

**Coverage** – as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except coverage provided under this Policy) and any fund or insurance policy providing the Insured with coverage for any claims, causes of action or rights the Insured may have against the Insurer).

**Third Party** – as used in this Subrogation section, means any person, corporation or other entity (except the Insured and the Insurer).

## SECTION VII GENERAL PROVISIONS

**Entire Contract: Changes.** This is a legal contract. The entire contract consists of the Policy, Schedule of Benefits, and any attachments. In the absence of fraud, all statements made by the Insured will be considered representations and not warranties. This contract cannot be changed in any way by any agent. Only an officer of the Insurer can approve a change. Any such change must be indicated in this Policy or its attachments. You have a duty to make all reasonable efforts to minimize any loss.

**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 the Insurer's behalf nor to alter, modify, or waive any of the provisions of this Policy.

**Insurer's Recovery Rights.** In the event of a payment under this Policy, the Insurer is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever is necessary



to help the Insurer exercise those rights, and do nothing after the loss to harm the Insurer's rights. When an Insured has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Insurer by the Insured and reimbursed to the Insurer the extent of the Insurer's payment. The Insured will be made whole before recovery takes place.

**Physical Examination and Autopsy.** The Insurer has the right to physically examine any individual whose Loss is the basis of claim under this Policy as often as realistically needed while the claim is pending. The Insurer may also require autopsy in the case of death, where it is not forbidden by law. The Insurer will bear all costs for these.

**Beneficiary Designation and Change.** The Insured's beneficiary(ies) is (are) the person(s) designated by the Insured and on file with Berkshire Hathaway Travel Protection.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Berkshire Hathaway Travel Protection with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Insurer on account of any payment made by it prior to receipt of the request.

**Assignment.** An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

**Misstatement of Age.** If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Insurer may require satisfactory proof of age before paying any claim.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Arbitration.** Notwithstanding anything in this coverage to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by PG-TA-IPL-WAAH-1/2015

arbitration, if mutually acceptable, administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same Loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

**Concealment or Fraud:** The Insurer does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

**Payment of Premium:** Coverage is not effective unless all premium due has been paid to Berkshire Hathaway Travel Protection prior to a date of Loss or insured occurrence.

**Termination of This Policy:** Termination of this Policy will not affect a claim for Loss which occurs while this Policy is in force.

**Transfer of Coverage:** Coverage under this Policy cannot be transferred by the Insured to anyone else.

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



**SCHEDULE OF BENEFITS**

**Maximum Limit Per Person**

Accident Sickness Medical Expense .....	\$25,000*
Emergency Evacuation & Repatriation of Remains .....	\$500,000*
Accidental Death & Dismemberment .....	\$10,000**

**Extra Coverage**

*(when the insurance plan is purchased within 15 days of Initial Trip Payment)*

- Pre-Existing Condition Exclusion Waiver
- \$50,000 Accidental Death & Dismemberment (Common Carrier Air Only)\*\*

**Optional Coverage**

*The following will be included if elected and appropriate costs have been paid.*

**Accidental Death and Dismemberment** (Common Carrier Air Only) ..... Amount  
 Selected Up to a Maximum of \$500,000\*\*

<b>Medical Expense Upgrade:</b> .....	Additional \$25,000
<b>Emergency Evacuation Upgrade:</b> .....	Additional \$500,000*
Hospital of Choice .....	Included
If Hospitalized for more than 7 days:	
Bedside Visit .....	Included
Return of Children .....	Included
Bedside Traveling Companion – Daily Benefit .....	\$150

**PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

The Insurer will waive the pre-existing medical condition exclusion per person if the following conditions are met:

1. This plan is purchased within 15 days of making the Initial Trip Payment;
2. The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase and the cost of any subsequent arrangement(s) added to the same Trip are insured within 15 days of the date of payment or deposit for any subsequent Trip arrangement(s);
3. All Insured's are medically able to travel when plan cost is paid;

For questions or information contact the Travel Insurance Administrator 1.855.487.1745.

Any payments under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, you may consult the OFAC internet website at [www.treas.gov/offices/enforcements/ofac/](http://www.treas.gov/offices/enforcements/ofac/) or a Travel Insurance Administrator representative.





## ASSISTANCE SERVICES

All Assistance Services listed below are not insurance benefits and are not provided by the Insurer. Berkshire Hathaway Specialty Concierge provides assistance through coordination, negotiation, and consultation using an extensive network of worldwide partners. Expenses for goods and services provided by third parties are the responsibility of the traveler.

### Travel Medical Assistance

- Emergency medical transportation assistance
- Physician/hospital/dental/vision referrals
- Assistance with repatriation of mortal remains
- Return travel arrangements
- Emergency prescription replacement assistance
- Dispatch of doctor or specialist
- Medical evacuation quote
- In-patient and out-patient medical case management
- Qualified liaison for relaying medical information to family members
- Arrangements for visitor to bedside of hospitalized Insured
- Eyeglasses and corrective lens replacement assistance
- Medical payment arrangements
- Medical cost containment/expense recovery and overseas investigation
- Medical bill audits
- Coordinate shipment of medical records
- Assistance with medical equipment rental/replacement

### Worldwide Travel Assistance

- Lost baggage search; stolen luggage replacement assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency cash transfer assistance
- Travel information including visa/passport requirements
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends or business associates
- Up-to-the-minute travel delay reports
- Arrangements for long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or consulate referral
- Currency conversion or purchase assistance
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures
- Up-to-the-minute travel supplier strike information
- Legal referrals/bail bond assistance
- Worldwide public holiday information

### Emergency Assistance

- Flight rebooking
- Hotel rebooking
- Rental vehicle booking
- Emergency return travel arrangements
- Roadside assistance
- Rental vehicle return assistance
- Guaranteed hotel check-in
- Missed connections coordination

### Business Assistant

- Business service location assistance (quick printers, internet cafes, overnight delivery, etc).
- “411” Global directory service.
- Wireless accessory replacement assistance.
- Business conference call coordination.
- Urgent messaging to clients, colleagues & family members.
- Up-to-the-minute travel delay and departure reports.
- Driving and walking directions worldwide.
- Emergency return travel arrangements.

### Concierge Services

- Restaurant referrals and reservations
- Ground transportation arrangements
- Event ticketing arrangements
- Tee times and course recommendations
- Floral services

### Identity Theft

- Assist identity theft victim with ordering and reviewing credit bureau records
- Assist identity theft victim with investigating financial accounts where identity theft is suspected
- Assist victim in communications with creditors to help make the creditors aware of the victim's identity theft issues
- Assist identity theft victim in identifying proper law enforcement to pursue prosecution of criminals
- Assist identity theft victim in reviewing account activity
- Obtain additional resources for reviewing and resolution of victim's Issues

### Roadside Assistance

#### 24-Hour Roadside Assistance Services

- Towing Assistance— When towing is necessary, the covered vehicle will be



towed to the nearest service facility or to any location requested by the covered customer.

- Flat Tire Assistance — Service consists of the replacement of a flat tire with the covered vehicle's spare tire. Towing assistance will be provided if needed.
- Oil, Fluid, and Water Delivery Service — An emergency supply of oil, fluid, and water will be delivered to any covered vehicle in immediate need. The customer must pay for cost of the fluids if there is one.
- Fuel Delivery Service — An emergency supply of fuel will be delivered to any covered vehicle in immediate need. The customer must pay for the cost of the fluids if there is one.
- Lock-out Assistance — Assistance will be provided in gaining entry to a covered vehicle if the keys are lost or locked inside.
- Battery Assistance — Battery assistance (jump-start) will be provided to any covered customer in immediate need.
- Collision Assistance — If a customer is involved in a collision in their covered vehicle, towing assistance will be provided when needed to direct the vehicle back to the issuing dealership if possible or to the nearest qualified repair facility.

#### **Vehicle Return Assistance**

Makes arrangement for the return of your automobile back to your primary residence should you become ill/injured and unable to drive.

If you have questions about a request or concierge service not listed above, we can likely assist. Please contact our service desk 24 hours a day, seven days a week at 1-844-411-BHTP (2487).