



National Liability & Fire Insurance Company

Administrative Office: Omaha, Nebraska

**TRAVEL INSURANCE POLICY
AirCare**

This Policy is a legal contract between the Company and the Insured. This Policy is issued in consideration of payment of the required premium. This Policy describes all of the travel insurance benefits underwritten by the Company.

It is important that You read Your Policy carefully. Insurance benefits vary from program to program. Please refer to the Declarations Page. It provides You with specific information about the coverage You purchased.

Signed for the company at its home office:

Secretary

President

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Effective and Termination Dates

Per Trip

Effective Date: Flight Delay, Tarmac Delay, Baggage Delay, Baggage and Personal Effects and Flight Cancellation, coverages will be effective immediately upon the satisfaction of the following conditions:

- a) at 12:01 am on the Insured's Departure Date;
- b) payment to the Company or the Company's authorized representative of any required premium; and
- c) upon either the completion of any required application form or upon the online purchase confirmation date.

Termination Date: Flight Delay, Tarmac Delay, Baggage Delay, Baggage and Personal Effects and Flight Cancellation coverages end at the time of completion of the Insured's Trip.

Extension of Coverage:

Coverage will be extended, if the Insured's entire Trip is covered by the Policy and:

- a) the Insured requests an extension of coverage through Berkshire Hathaway Travel Protection and pays any additional fees or premiums; or
- b) the Insured's travel is impacted by Common Carrier flight delays or cancellations.

This extension of coverage will end on the earlier of:

- a) the date the Insured reaches his/her final Destination; or
- b) 14 days after the date the Trip was scheduled to be completed.

Cancellation and Nonrenewal

Cancellation of the Policy

The Insured may cancel this Policy for any reason by mailing to the Company or its authorized representative written notice of cancellation at least 30 days before the effective date of cancellation.



The Company may cancel this Policy at any time for nonpayment of premium by mailing or delivering to the Insured written notice of cancellation at least 10 days before the effective date of cancellation.

The Company may cancel this Policy within 60 days of the effective date for any reason, other than nonpayment of premium, by mailing or delivering to the Insured written notice of cancellation at least 30 days before the effective date of cancellation.

After this Policy has been effective for more than 60 days, the Company may cancel this Policy for the following reason(s):

- a) the Insured's material misrepresentation in obtaining the Policy or in the presentation of a claim under the Policy;
- b) the Insured fails to comply with the policy terms and conditions;
- c) actions by the Insured substantially change or increase the risk insured; or
- d) if the Company loses part or all of the reinsurance on the risk.

The Company will mail the notice of cancellation to the Insured's last mailing address known to the Company. The notice of cancellation will state the effective date of cancellation and the reason for the cancellation. If this Policy is cancelled, the Company will send the Insured any premium refund due. Refunds will be calculated on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund.

Nonrenewal of the Policy

This Policy is not renewable.

INSURING PROVISION COVERED TRIPS

Subject to any exclusions and limitations provided in this insurance policy (the "Policy"), an Insured is insured against Losses related to the covered scheduled benefits set forth in the Policy that occur during a covered Trip on the Common Carrier or Common Carrier codeshare partner through which the Policy was purchased (except as described in the next sentence). If due to a Loss the Insured is subsequently booked on a different Common Carrier, coverage will extend to only the flights that were booked for the specific purpose of assisting the Insured to his/her Destination or Return Destination.

DESCRIPTION OF BENEFITS

Coverage for a Trip is only provided when the Insured has provided the trip details as required in the application form. Trips purchased using loyalty rewards, frequent flyer miles, membership rewards points or any similar programs are covered by this Policy as long as the required Trip details are provided in the application form.

FLIGHT DELAY

The Company will pay the Insured for Loss up to the Maximum Limit for Flight Delay shown in the Declarations Page, as a result of the Insured's delay or the reasonable likelihood of delay for 120 or more consecutive minutes from the original departure time as a result of a cancellation or delay of the Insured's flight. Coverage only applies at the airport where the Insured was delayed.

TARMAC DELAY

The Company will pay the Insured for Loss up to the Maximum Limit for Tarmac Delay shown in the Declarations Page, as a result of the Insured's delay for more than 120 minutes on the tarmac as defined and tracked by the U.S. Department of Transportation or other similar governmental entity with the information and authority to define and accurately track airline tarmac delays. Alternatively the Company may use commercially available information to determine the tarmac delay. In the case of a dispute, information from the U.S. Department of Transportation or other similar governmental entity with the information and authority to define and accurately track airline tarmac delays shall be considered the final authority on the tarmac delay.

BAGGAGE AND PERSONAL EFFECTS

The Company will pay the Insured for Loss up to the Maximum Limit for Baggage And Personal Effects shown in the Declarations Page as a result of the Insured's lost or damaged Baggage, subject to a completed lost or damaged baggage form from the responsible airline or a police report stating the Insured's Baggage and Personal Effects were stolen.

BAGGAGE DELAY

The Company will pay the Insured for Loss up to the Maximum Limit for Baggage Delay shown in the Declarations Page as a result of the Insured's Baggage delay or misdirection by the Common Carrier for more than 720 minutes while on a Trip.



This benefit does not apply if Baggage is delayed on the Insured's flights to his/her Return Destination.

FLIGHT CANCELLATION

The company will pay the Insured for Loss up to the Maximum Limit for Flight Cancellation shown in the Declarations Page if the Insured's Common Carrier flight is cancelled.

DEFINITIONS

(When the first letter of the following terms is capitalized within this Policy of Insurance it shall carry the meaning as defined herein.)

"Baggage" means luggage and personal possessions; whether owned, borrowed, or rented, taken by the Insured on the Trip. Baggage does not include items owned by a business that the Insured has taken on a Trip as part of the Insured's employment with the business, including laptops, computers, or other electronic devices.

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

"Common Carrier" means an air conveyance operated under a government license for the transportation of passengers for hire, operates according to a regular and published timetable, and for which the Insured's ticket was purchased.

"Company" means the insurer shown on the Declarations Page.

"Confined" means an insured being restricted from disembarking from a cruise ship.

"Declarations Page" means the document showing both the Insured's travel arrangements and insurance benefits.

"Departure Date" means the date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the Insured's Travel Documents and Declarations Page.

"Destination" means any place where the Insured expects to travel as shown in the Insured's Travel Documents and Declaration Page.

"Insured" means the person named on the confirmation who has elected to participate in this insurance plan and who has paid the required cost for the insurance.

"Loss" means an event or incident (subject to the exceptions contained in the following sentences) sustained by the Insured as a direct result of one or more of the events against which the Company has undertaken to compensate the Insured and specified in the Declarations Page. Loss does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages. Loss also does not include any form of consequential, incidental, or indirect damages or injury.

"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 Insured's Travel Documents and Declarations Page.

"Return Destination" means the place to which the Insured expects to return from his/her Trip as shown in the Insured's Travel Documents and Declaration Page.

"Strike" means a stoppage of work which:

- a) is announced, organized, and sanctioned by a labor union or is an unannounced labor disagreement; and
- b) interferes with the normal departure and arrival of a Common Carrier.

"Terrorism" means activities against persons, organizations or property of any nature:

- a) that involve the following or preparation for the following:
 1. use or threat of force or violence; or
 2. commission or threat of a dangerous act; or
 3. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b) when one or both of the following applies:
 1. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 2. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

"Travel Insurance Administrator" means the administrator shown on the Declarations Page.



“Travel Documents” means documents which (a) are issued by a travel agency, tour operator, airline, cruise line, resort, hotel, or similar travel provider that regularly sells travel services; and (b) contain the name of the traveler, dates of travel, destination cities, connecting cities, and the name of the travel provider providing the travel services.

“Trip” means the period of time between the contracted Departure Date and the contracted Return Date specified in the Insured’s Travel Documents and Declarations Page.

“Unforeseen” means not reasonably anticipated or expected by an objective traveler and occurring after the effective date of the Policy.

“You” and **“Your”** means the Insured.

EXCLUSIONS AND LIMITATIONS

GENERAL EXCLUSIONS

This Policy does not cover:

- a) any Loss when the Insured never intended to take the covered Trip;
- b) any Loss related to a flight not listed on the confirmation at the time of purchase of the Policy or any flight not covered by an extension of coverage as defined in the Policy;
- c) any Loss when the Insured intentionally or unintentionally causes the delay or cancellation of any flight;
- d) any Loss when the Insured intentionally avoids or otherwise does not utilize any flight;
- e) any Loss caused by or resulting from war or any act of war, whether declared or not, civil disorder, riot, or insurrection;
- f) any Loss caused by or resulting from the commission of or attempt to commit a felony by the Insured, a family member, a traveling companion, or business partner, whether insured or not;
- g) any Loss if the Insured’s tickets do not contain specific travel dates (such as open tickets);
- h) any Loss that occurs at a time when this coverage is not in effect;
- i) any Loss caused by or resulting from the accidental release, escape or dispersal of: nuclear or radioactive contamination; pathogenic, poisonous biological or chemical materials; or pollutants;

- j) any Loss if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to the Policy, any claim, or any proof of Loss.

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

Benefits will not be provided for any Loss caused by or resulting from:

- a) items seized by any government, government official or customs official;
- b) inherent vice or damage;
- c) confiscation or expropriation by order of any government or public authority;
- d) destruction under quarantine or custom regulation;
- e) detention, confiscation, or destruction by customs; or
- f) illegal property.

LIMITATIONS

Limitation on Benefits under Multiple Plans. If an Insured is covered under one or more of the same plans for the same Trip underwritten by the Company or any of its affiliates, and if the Insured suffers a Loss from an Unforeseen incident for which one or more benefits are payable under more than one same type plan for that Insured, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest, subject to the maximum amount payable under such plan with the largest maximum.

LOSS PROVISIONS

Automated Claims Procedures: The Travel Insurance Administrator will evaluate claims based, in part, on proof of loss information that is publicly available. If the Travel Insurance Administrator can validate all required proof of loss information without the assistance of the Insured, the Travel Insurance Administrator will process the claim and notify the Insured via phone, email, online claims system, or mobile application claims system.

Notice of Claim: The Insured must provide the Travel Insurance Administrator with notice of a claim as soon as reasonably possible, and the Insured must provide proof of any Loss in the manner required by this Policy. Acceptable forms of notification are phone, email, online claims system, mobile application claims system, and/or the automated claim identification process offered by the Travel Insurance Administrator.



Claim Forms: The Company will provide You, or someone acting on Your behalf, with forms for the filing of a proof of loss within 15 days of receiving a notice of claim from You, or someone acting on Your behalf. Claim forms can be found at the web address shown on the Declarations Page.

Proof of Loss: The Insured must provide sworn proof of loss to the Travel Insurance Administrator no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All claims under the Policy must be submitted to the Travel Insurance Administrator no later than one year after the date of Loss. The Company is not obligated to cover any Loss if the Insured submits a notice of claim or proof of loss over one year after the date of Loss.

Flight Delay Proof of Loss: For any proof of Loss for Flight Delay coverage, the Insured must provide the Travel Insurance Administrator with documentation from the airline of the delay and the reason for the delay. The Insured must also provide the Travel Insurance Administrator with Travel Documents confirming the Insured was scheduled to take the Trip that was delayed.

Tarmac Delay Proof of Loss: For any proof of Loss for Tarmac Delay coverage, the Insured must provide the Travel Insurance Administrator with documentation from the airline or the U.S. Department of Transportation (or other similar governmental entity with the information and authority to define and accurately track airline tarmac delays) of the delay. The Insured must also provide the Travel Insurance Administrator with Travel Documents confirming the Insured was scheduled to take the Trip that was delayed.

Baggage and Personal Effects Proof of Loss: For any proof of Loss for Baggage and Personal Effects coverage, the Insured must provide the Travel Insurance Administrator with the date and time of Loss, a statement describing the cause of Loss, and a completed Common Carrier lost baggage form or police report.

Baggage Delay Proof of Loss: For any proof of Loss for Baggage Delay coverage, the Insured must provide documentation of the delay or misdirection of Baggage by the Common Carrier.

Flight Cancellation Proof of Loss: For any proof of Loss for Flight Cancellation coverage, the Insured must provide the Travel Insurance Administrator with documentation from the Common Carrier or the U.S. Department of Transportation (or other similar governmental entity with the information and authority to define and accurately track flight cancellations) of the cancellation. The Insured must also

provide the Travel Insurance Administrator with Travel Documents confirming the Insured was scheduled to take the flight that was cancelled.

Time of Payment of Covered Claims: Covered claims will be paid in a reasonably prompt manner following the date the Travel Insurance Administrator receives a complete and satisfactory proof of covered Loss.

Payment of Covered Claims:

Benefits are payable to the Insured who applied for coverage and paid any required plan cost.

If a benefit is payable to a minor or other person who is incapable of giving a valid release, the Company may pay 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 Company makes in good faith fully discharges the Company to the extent of that payment.

Claim Fees: No claim fees will be assessed for claims submitted through the Travel Insurance Administrator's web site, shown on the Declarations Page. Covered claims submitted by phone, fax, email, or through a paper mail delivery service, similar to the U.S. Postal Service, FedEx, UPS, or DHL, will incur a fee of \$25 USD. The claim fee will be deducted from the claim payment.

Settlement of Loss: Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable sworn proof of Loss and the value involved to the Company.

Disagreement Over Size of Loss: If there is a disagreement about the amount of the Loss either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select Your 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 two of the three (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.



GENERAL PROVISIONS

Any payments under the 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 the Policy. For more information, you may consult the OFAC internet website at www.treas.gov/offices/enforcements/ofac/ or a Travel Insurance Administrator representative.

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

Company's Recovery Rights. In the event of a payment under the Policy, the Company 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 Company any legal papers relating to that recovery, do whatever is necessary to help the Company exercise those rights, and do nothing after the Loss to harm the Company's rights. When an Insured has been paid benefits under the Policy but also recovers from another insurance policy, the amount recovered from the other policy shall be held in trust for the Company by the Insured and reimbursed to the Company to the extent of the Company's payment.

Concealment or Fraud. The Company is not obligated to provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to the Policy or claim.

Controlling Law. Any part of the Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

Entire Contract. This Policy, Your application or enrollment material, and any attachments represent the entire insurance contract between You and the Company.

Legal Actions. No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of the Policy. No action may be brought to recover under the Policy after the expiration of 1 year from the applicable date of Loss. ***Any dispute shall be governed by Mediation and Arbitration as***

set forth below. To the extent applicable law does not allow for mediation or binding arbitration the Insured waives the right to a jury trial in any legal action asserted under or in connection with the Policy. The prevailing party in any lawsuit related to the Policy shall be entitled to reimbursement of all reasonable costs and expenses associated with the lawsuit, including attorneys' fees. ***Any lawsuit related to this Policy must be brought where the dispute arose and in a court of competent jurisdiction within the United States.***

Mediation. Prior to the initiation of an Arbitration as to any issues in dispute under the Policy, the Company or any Insured shall conduct a mediation pursuant to the Judicial Arbitration, Mediation and ADR Services ("JAMS") by written notice to either Party. If JAMS is no longer in existence at the time of the potential dispute, then the Company may refer the potential dispute to the successor to JAMS or to a comparable alternative dispute resolution provider. Upon receipt, the Chairman of JAMS shall appoint a single neutral arbitrator from JAMS to resolve the potential dispute in the jurisdiction where the dispute arose. The arbitrator appointed shall follow the JAMS dispute resolution protocol. Any Mediation shall be resolved in sixty (60) days.

Arbitration. If any dispute cannot be resolved by Mediation above, the Company and one or more Insured(s) with respect to the rights of such Insured(s) under this Policy, shall be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this Policy if Mediation is unsuccessful, upon the written request of any Party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

Selection of Arbitrators: One arbitrator shall be chosen by one side and another arbitrator by the other side, and a third arbitrator shall be chosen by the first two arbitrators before they enter into arbitration. All arbitrators shall be disinterested.

Payment of Arbitration Fees and Costs: Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to an insured that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one Party shall be divided equally among such Parties.



Location: Any arbitration hereunder shall take place in New York, New York, unless otherwise mutually agreed upon by the two sides.

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

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

Payment of Premium. Coverage is not effective unless all premium and other fees due have been paid to the Travel Insurance Administrator prior to a date of Loss or insured occurrence.

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

SAMPLE



ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By: National Liability & Fire Insurance
Company

MASSACHUSETTS AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

In consideration of the premium charges, it is hereby understood and agreed that this Policy is amended as follows:

I. GENERAL PROVISIONS section, **Legal Actions** paragraph is replaced by the following:

Legal Actions. No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of the Policy. No action may be brought to recover under the Policy after the expiration of 1 year from the applicable date of Loss. The prevailing party in any lawsuit related to the Policy shall be entitled to reimbursement of all reasonable costs and expenses associated with the lawsuit, including attorneys' fees. Any lawsuit related to this Policy must be brought where the dispute arose and in a court of competent jurisdiction within the Commonwealth of Massachusetts.

II. GENERAL PROVISIONS section, **Mediation** paragraph is replaced by the following:

Mediation. Prior to the initiation of an Arbitration as to any issues in dispute under the Policy, the Company or any Insured may conduct a mediation pursuant to the Judicial Arbitration, Mediation and ADR Services ("JAMS") by written notice to either Party. If JAMS is no longer in existence at the time of the potential dispute, then the Company may refer the potential dispute to the successor to JAMS or to a comparable alternative dispute resolution provider. Upon receipt, the Chairman of JAMS shall appoint a single neutral arbitrator from JAMS to resolve the potential dispute in the Commonwealth of Massachusetts. The arbitrator appointed shall follow the JAMS dispute resolution protocol. Any Mediation shall be resolved in sixty (60) days.

III. GENERAL PROVISIONS section, **Arbitration** paragraph is replaced by the following:

Arbitration. If Mediation is not used in the resolution of a dispute with respect to the rights of an Insured under this Policy, the Company and one or more Insured(s) may voluntarily agree to arbitration to resolve the dispute. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award. Such arbitration shall be non-binding upon all parties.

Selection of Arbitrators: One arbitrator shall be chosen by one side and another arbitrator by the other side, and a third arbitrator shall be chosen by the first two arbitrators before they enter into arbitration. All arbitrators shall be disinterested.

Payment of Arbitration Fees and Costs: Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to an insured that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one Party shall be divided equally among such Parties.



Location: Any arbitration hereunder shall take place in Massachusetts, unless otherwise mutually agreed upon by the two sides.

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

All other terms and conditions of this policy remain unchanged.



Authorized Representative

SAMPLE



Berkshire Hathaway
Travel Protection

ASSISTANCE SERVICES

All the Assistance Services listed below are not insurance benefits and are not provided by the Insurer. The Travel Assistance Provider offers assistance through an extensive network of worldwide partners. Expenses for goods and services provided by third parties are the traveler's responsibility.

General Services

- Live assisted navigation
- Traffic and directions
- General information
- Concierge
- Gifts
- Flowers
- Event tickets
- Phone numbers
- Locations/addresses
- Weather updates
- Passport/visa info
- Customs info
- Legal advice
- Exchange rates
- Fuel-prices research

Travel/Mobile Services

- Travel bookings and reservations
- Flight information
- Interrupted-trip assistance
- Baggage location and retrieval
- Last-minute arrangements
- Hotel and rental cars
- Local transport
- Facilitate cash advance
- Lost-ticket replacement
- Lost-documentation assist
- Embassy/consulate help
- Lost-credit-card assistance
- Flight status

Professional Referrals

- Physician locator
- Nurse care
- Dental care
- Chiropractor
- Home healthcare
- Urgent care
- Hospital
- Legal counsel
- Medical monitoring
- Personal physician liaison

Emergency Services

- Medical air evacuation
- Catastrophic evacuation
- Emergency travel
- Notify next of kin
- Message relay
- Designated medical advisor
- Government liaison
- Arrange bail
- Cash-delivery assistance
- Lost-item retrieval
- Prescription assistance

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).