Berkshire Hathaway Travel Protection

Berkshire Hathaway Specialty Insurance

# Individual Travel Protection Insurance Policy: ExactCare Value

Signed for the Company at its home office:

Secretary

President

**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 Company.

This Policy is a legal contract between the Insured and the Company. 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 promptly refund your premium paid provided no insured has filed a claim under this Policy.

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## SCHEDULE OF BENEFITS

| Travel Arrangement Benefits | Maximum Limit Per Person |
|---|---|
| Trip Cancellation | Up to Trip Cost up to a maximum of $100,000 |
| Trip Interruption | Up to 100% of Trip Cost Up to a maximum of $100,000 |
| Trip Interruption-Return Air Only | Up to $500 |
| Trip Delay (Maximum of $100 per day) | $500 Minimum 5 hour delay |
| Baggage & Personal Effects | $750 (Deductible $50) $500 for first item $250 per each additional item $500 aggregate for the items shown in the benefit |
| Baggage Delay | $200 Minimum 24 hour delay |

**Travel Insurance Benefits**

| | |
|---|---|
| Medical Expense* | $15,000 |
| Dental | $500 |
| Emergency Evacuation** & Repatriation of Remains | $150,000 |
| Escort Maximum | To a maximum of $25,000 |

**Extra Coverage**

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

- Pre-Existing Medical Condition Exclusion Waiver
- Trip Cancellation / Interruption due to Financial Default
- $25,000 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) $100,000; $200,000; $300,000; $400,000; $500,000 | |
| **Car Rental Collision Coverage** | $35,000 ($100 Deductible) |
| **Accident Sickness Medical Expense Upgrade:** | Additional $15,000 |
| **Emergency Evacuation Upgrade:** | Additional $150,000 |
| Hospital of Choice | Included |
| Bedside Visit | Included |

*Trip must be overnight and Destination must be at least 100 miles from the Insured's Primary Residence.

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

For questions or information contact the Travel Insurance Administrator.

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 http://www.treasury.gov/resource-center/sanctions/ or a Travel Insurance Administrator representative.

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**SECTION I**

## COVERAGE DETAILS

**When Coverage Begins**

Trip Cancellation coverage will be effective at 12:01 a.m. (Standard Time) on the date following payment to the Company of any required plan cost.

Car Rental Collision coverage will take effect when the Insured signs the Rental Car Agreement and takes possession of the Rental Vehicle provided the required plan cost has been paid on or before the date the Rental Car Agreement has been signed.

All other coverages will begin on the later of:

(a) 12:01 a.m. (Standard Time) on the scheduled Departure Date shown on the travel documents; or
(b) the date and time the Insured starts his/her Trip.

**When Coverage Ends**

Trip Cancellation coverage end on the earlier/est of: (a) the cancellation of the Insured's Trip or (b) the date and time the Insured starts on his/her Trip.

The Car Rental Collision coverage will end when the car is returned on or before the Rental Return Date, or at 11:59 p.m. on the Rental Return Date if the car is not returned as specified on the Rental Car Agreement and the rental period has not been extended by the Insured.

All other coverages end on the earlier/est of:

(a) the date the Trip is completed;
(b) the scheduled Return Date;
(c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip;
(d) cancellation of the Trip covered by this Policy.

**Extending Coverage**

All coverage (except Trip Cancellation) will be extended, if:

(a) the Insured's entire Trip is covered by the plan; and
(b)

he Insured's return is delayed by one of the Unforeseen events specified under Trip Cancellation and Interruption or Trip Delay.

Request for extension of coverage will not be permitted if there is any known claimable event on the policy and the Insured does not identify this at the time of extension.

This extension of coverage will end on the earlier/est 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 and Personal Effects will be extended from the earlier/est of:

(1) the time the Common Carrier delivers the property to the Insured;
(2) the date the property is documented by the Common Carrier as lost, stolen or damaged.

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**SECTION II**

## SUMMARY OF BENEFITS

### TRIP CANCELLATION AND INTERRUPTION

Benefit will be provided for loss(es) incurred by You for a covered Trip 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 the Schedule of Benefits to cover certain expenses as listed below which result in the cancellation or interruption of Your Trip due to any of the following Unforeseen events:

**Medical / Health**

(a) Any serious Injury, death, or Sickness;

(1) ccurring to You or a Traveling Companion, a Family Member traveling with You, that is so disabling as to cause a reasonable person to cancel or interrupt their Trip or which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing your continued participation in the Trip;

(2) ccurring to a Family Member not traveling with the You that is considered life-threatening, as certified by a Physician or they require Your immediate care. Such disability must be so disabling as to reasonably cause a Trip to be canceled or interrupted and must be certified by a Physician;

(3) ccurring to a Business Partner that is so disabling as to cause a reasonable person to cancel or interrupt their Trip to assume daily management of the business. Such disability must be certified by a Physician;

**Transportation and Accommodation**

(a) Financial Default of an airline, Cruise line, Common Carrier or tour operator provided that:

(1) The insurance was purchased with 15 days of Initial Trip Payment; and

(2) Financial Default occurs more than 14 days following an Insured's effective date for the Trip Cancellation or Trip Interruption Benefits.

The Insurer will not cover Losses resulting from a Financial Default of any person, organization, agency, or firm that solicited Your travel arrangements to you.

(b) Strike resulting in complete interruption of travel services at the point of departure or Destination;

**Environment**

(a) Inclement Weather, if it causes delay or cancellation of travel for at least 24 consecutive hours;

(b) You or a Traveling Companion's Primary Residence being made Uninhabitable or inaccessible by Natural Disaster, vandalism, or burglary;

(c) Your or a Traveling Companion's Destination being made Uninhabitable or Inaccessible by flood, tornado, earthquake, volcanic eruption, fire, wildfire, or blizzard that is due to natural causes;

(d) a named hurricane causing cancellation or interruption of travel to Your Destination that is Inaccessible or Uninhabitable. Claims are not payable if a hurricane is foreseeable prior to Your 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 14 days after the named hurricane makes Your Destination Uninhabitable or Inaccessible.

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**Political / Violence**

(a) You, or a Traveling Companion are hijacked, quarantined, subpoenaed, or required to serve on a jury;

(b) You or a Traveling Companion is called to active military service or military leave is revoked or reassigned;

(c) a Terrorist Incident in a City listed on Your itinerary within 30 days of Your scheduled arrival;

**Work**

(d) You or a 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 continuous 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.

**SPECIAL NOTIFICATION OF CLAIM**

You must notify the Travel Insurance Administrator within 72 hours or as soon as reasonably possible in the event of a Trip Cancellation or Interruption claim. The Company will not be liable and will not pay for any additional penalty charges incurred that would not have been imposed had You notified the travel supplier within the specified period. If You are unable to provide cancellation notice within the required timeframe, You must provide proof of the circumstance that prevented timely notification.

**Trip Cancellation Benefits:** The Company will reimburse You for Forfeited, pre-paid Trip Cost up to the Maximum Limit shown in the Schedule for Trips that are canceled prior to the scheduled Departure due to any of the Unforeseen events shown above.

**Trip Interruption Benefits:** The Company will reimburse You up to the Maximum Limit shown in the Schedule for Trips that are interrupted due to the Unforeseen events shown above for:

(a) Unused portion of non-refundable pre-paid insured Trip Cost; and
(b) additional transportation expenses incurred by You, either to the Return Destination; or from the place that You left the Trip to the place that You may rejoin the Trip; or
(c) additional transportation expenses incurred by You to reach the original Trip Destination if the Insured is delayed and leaves after the Departure Date.

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, less any refunds paid or payable, by the most direct route.

**Trip Interruption – Return Air Only:** The Company will reimburse You up to the Maximum Limit shown on the Schedule for the additional transportation expenses incurred to reach the Return Destination due to one of the Unforeseen events listed in the Trip Cancellation/Trip Interruption section. However, the benefit payable 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.

Benefits paid for Trip Interruption – Return Air Only cannot be combined with Trip Interruption Benefits.

**SINGLE OCCUPANCY BENEFIT**

The Company will reimburse You, up to the Trip Cancellation and Trip Interruption Maximum Limit shown in the Schedule, for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid, non-refundable travel arrangements if a person booked to share accommodations with You has his/her Trip canceled or interrupted due to any of the Unforeseen events shown in the Trip Cancellation and Trip Interruption section and the You do not cancel.

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## TRIP DELAY

If Your Trip is delayed at least the number of consecutive hours shown in the Schedule from the original departure time and prevents You from reaching Your intended Destination the Company will reimburse you for only one delay per Insured, per Trip, up to the Maximum Limit shown in the Schedule. The Trip Delay benefit will cover Reasonable Additional Expenses until travel becomes possible to the originally scheduled Destination, as a result of a cancellation or delay Your Trip for one of the following Unforeseen events:

(a) You 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 a Traveling Companion have lost or had stolen, your passports, travel documents, or money;
(d) You or a Traveling Companion are quarantined;
(e) Strike;
(f) Inclement Weather which prohibits Your departure;
(g) Natural Disaster;

Reasonable Additional Expenses incurred over $25 must be accompanied by receipts.

If You incur more than one delay in the same Trip the Company will reimburse You for the delay with the largest benefit up to the Maximum Limit shown in the Schedule.

## BAGGAGE & PERSONAL EFFECTS

If Your Baggage, personal effects, passports, travel documents or visas are lost, damaged, or stolen during Your Trip, the Company will pay the lesser of: (a) the cash value (original cash value less depreciation) as determined by the Company or, (b) the cost of replacement, up to the Maximum Limit shown in the Schedule subject to the special limitations shown below.

**Special Limitations:**
Notwithstanding the foregoing, the Company will cover up to the maximum amount indicated for the following:

- the amount shown in the Schedule for the first item
- the amount shown in the Schedule per each additional item
- the amount shown in the Schedule aggregate on all Losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, computers, electronic devices, including but not limited to: lap top computers, cell 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 Company 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 Company may choose to:

(a) repair or replace any part to restore the pair or set to its value before the Loss; or
(b) pay the difference between the cash value of the Baggage before and after the Loss.

## BAGGAGE DELAY

If, while on a Trip, Your Baggage is delayed or misdirected by the Common Carrier for at least the number of consecutive hours shown in the Schedule, the Company will reimburse You up to the Maximum Limit shown in the Schedule for the purchase of Necessary Personal Effects. Necessary Personal Effects do not include jewelry, perfume and alcohol. Incurred expenses must be accompanied by receipts. This benefit does not apply if Baggage is delayed after You have reached Your Return Destination.

Incurred expenses over $25 must be accompanied by receipts.

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## CAR RENTAL COLLISION COVERAGE

This Coverage applies only if You have elected this coverage and consideration of premium has been paid.

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

The Company will pay the lesser of:

(a) the cost of repairs and rental charges imposed by the rental company while the vehicle is being repaired; or

(b) the Actual Cash Value of the vehicle.

The Company will pay this benefit up to the Maximum Limit and subject to the Deductible shown in the Schedule.

Coverage is provided to You and Your Traveling Companion, provided You and Your Traveling Companion are licensed drivers and are listed on the Rental Car Agreement.

Coverage does not apply in countries or states where the sale of this insurance is prohibited by law. This coverage is Primary to other forms of insurance or indemnity.

## ACCIDENT SICKNESS MEDICAL EXPENSE BENEFIT

If, while on a Trip, You suffer an Injury or Sickness that requires You to be treated by a Physician, the Company will pay a benefit for Reasonable and Customary Charges, up to the Maximum Limit shown in the Schedule. The Company will reimburse You for Medically Necessary covered expenses incurred to treat such Injury or Sickness during the course of the Trip provided the initial documented 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 Your Primary Residence, while covered under this Policy. Pre-existing medical conditions will be covered if the Pre-existing Medical Condition Waiver is in effect.

**Covered Expenses:**

The Company will reimburse the Insured for:

- services of a Physician or registered nurse (R.N.);
- Hospital charges;
- X-rays;
- 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 the Maximum Limit shown in the Schedule. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after the Insured has reached his/her 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, the Travel Insurance Administrator will arrange advance payment, if required. Hospital confinement must be certified as Medically Necessary by the onsite attending Physician.

## EMERGENCY EVACUATION and REPATRIATION OF REMAINS

The Company will pay for Covered Emergency Evacuation Expenses incurred due to an Injury or Sickness that occurs to You while You are on a Trip. Benefits payable are subject to the Maximum Limit shown in the Schedule 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.

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

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 the Travel Insurance Administrator. In the event Your Injury or Sickness prevents prior authorization of the Emergency Evacuation, the Travel Insurance Administrator must be notified as soon as reasonably possible.

The Company 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 You.

**Special Limitation**: In the event the Travel Insurance Administrator could not be contacted to arrange for Emergency Evacuation, benefits are limited to the amount the Company would have paid had the Company or its 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; or

(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 You are medically able to travel; 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 You are 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 Your choice for further Medically Necessary treatment if the onsite attending Physician certifies that You are medically able to travel.

Advanced authorization by the Travel Insurance Administrator is needed for (a), (b), (c) and (d) above.

**ADDITIONAL BENEFITS**

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

If You are hospitalized for more than 7 days following a covered Emergency Evacuation, the Company will reimburse You, subject to the limitations set out herein, the expenses for:

1. Return of Children: Return of Your Children, who were accompanying You 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 the Insured is confined if the Insured is alone. The payment will not exceed the cost of one round-Trip economy

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airfare ticket. This additional benefit only applies if the Emergency Evacuation Upgrade is purchased.

3. Bedside Traveling Companion: The Company will reimburse You for reasonable expenses incurred for Hotel and meals shown in the Schedule 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. Coverage for this benefit ends on the day You are discharged from the hospital. For purposes of this benefit, Traveling Companion means the person is Insured under this plan and accompanies the Insured on the Trip.

If you or a Traveling Companion are Hospitalized due to an Accidental Injury or Sickness that first occurred during the course of Your Trip beyond the date Your coverage ends, coverage under this benefit will be extended until You or Your Traveling Companion are released from the Hospital or until the Maximum Benefit as listed in the Schedule is paid.

## REPATRIATION OF REMAINS

The Company will pay Repatriation Covered Expenses up to the Maximum Limit shown in the Schedule of Benefits to return Your body to the City of burial if You die during the Trip.

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

(a) embalming;
(b) cremation ;
(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.

The Travel Insurance Administrator must make all arrangements and authorize all expenses in advance.

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

## ACCIDENTAL DEATH AND DISMEMBERMENT COMMON CARRIER Air Only

The Company will reimburse You for this benefit for one of the Losses shown in the Table of Losses below if You are Injured while on a Trip 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 Loss must occur within 365 days of the date of the accident which caused Injury

The Company will pay the percentage shown below of the Maximum Limit shown in the Schedule. The accident must occur while You are on the Trip and are covered under this Policy.

If more than one Loss is sustained by You as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The Company 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% |
| Sight of One Eye | 50% |

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"Loss" with regard to:

(a) hand or foot means actual severance through or above the wrist or ankle joints;

(b) eye means entire and irrecoverable Loss of sight in that eye.

**EXPOSURE**

The Company will pay a benefit for covered Losses as specified above which result from You 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 Company will pay a benefit for Loss of life as specified above if Your body cannot be located one year after a disappearance due to an accident during the Trip.

**SECTION III**

**DEFINITIONS**

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

***"Actual Cash Value"*** means purchase price less depreciation.

***"Baggage"*** means luggage, and personal possessions and travel documents; 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.

***"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 the Insured's Children or grandchildren, including an unmarried child, stepchild, legally adopted child or foster child who is:

(1) under age 25; or

(2) who is at least nineteen (19) but less than age twenty-four (24) and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

***"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.

***"Company"*** means Berkshire Hathaway Specialty Insurance Company.

***"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 not constituting a nosologically distinct complication of pregnancy.

***"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 for each benefit to which a deductible applies.

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***"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 other than Return Destination 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 or Family Member;
(b) shares financial assets and obligations with the Insured or Family Member;

The Company 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 that are over 20 years old or have not been manufactured for 10 or more years or any vehicle with an original manufacturer's suggested retail price greater than $50,000.

***"Experimental or Investigative"*** means treatments, devices or prescription medications which are recommended by a Physician, but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, 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 or Domestic Partner,
- Child,
- siblings,
- parents,
- grandparent, step-grandparent, grandchild, or step-grandchild,
- step-child, step-sibling, or step-parent,
- step-aunt or step-uncle,
- parent-in-law,
- daughter-in-law or son-in-law,
- brother-in-law or sister-in-law,
- aunt or uncle,
- niece or nephew,
- legal guardian,
- Caregiver,
- foster Child, ward or legal ward;
- spouse or Domestic Partner of any of the above.
- Family Member also includes these relations to the Insured's or Traveling Companion's, spouse or Domestic Partner.

***"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.

***"Forfeited"*** means the Insured's financial Loss of any whole or prorated prepaid nonrefundable components of a Trip, including award travel costs.

***"Hospital"*** means a facility that:

(a) is operated according to law for the care and treatment of sick or Injured people;
(b) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
(c) has 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

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(c) any military or veterans hospital or soldiers home or any hospital contracted for or operated by an national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

*"**Hotel**"* means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are required.

*"**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 a rented or owned 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 occurring while the Insured's coverage under this Policy is in force and resulting directly and independently of all other causes of Loss covered by this Policy. The injury must be verified by a Physician.

*"**Insured", "You", "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.

**"*Loss"*** means an Injury or Unforeseen 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.

***"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, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

***"Necessary Personal Effects"*** means items such as clothing and toiletry items, which are included in the Insured's Baggage and are required for the Insured's Trip.

***"Normal Pregnancy"*** *or* ***"Childbirth"*** means a pregnancy or childbirth that is free of complications or problems.

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

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

***"Primary Residence"*** means an Insured's fixed, permanent and main home for legal and tax purposes.

SAMPLE

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

***"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 expenses are 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.

***"Rental Return Date"*** means the return date listed on the car Rental Car Agreement.

***"Rental Car Agreement"*** means the entire contract into which the Insured enters when renting a vehicle from a rental car agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the Rental Car Agreement.

***"Rental Vehicle"*** means a land motor vehicle which the Insured has rented for the period of time shown in the Rental Car Agreement.

***"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 the Application.

***"Schedule"*** means the Schedule of Benefits which is shown at the beginning of the Policy.

***"Sickness"*** means 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 which:

(a) is announced, organized, and sanctioned by a labor union; and
(b) interferes with the normal departure and arrival of a Common Carrier.

This includes work slowdowns and sickouts. The Insured's 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 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, 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.

***"Theft"*** means the act of stealing, the wrongful taking and carrying away of the personal goods or property of another, larceny.

***"Transport"*** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's Common Carrier tickets will be used.

***"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 Insurance Administrator"*** means the administrator shown in the Insured's confirmation letter.

***"Travel Supplier"*** means the tour operator, Hotel, rental company, Cruise line, or airline that provides pre-paid travel arrangements for the Insured's Trip.

SAMPLE

***"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 the Insured's Trip Departure Date and shown on any required application 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 plan provided the Insured amends the 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 coverage.

***"Uninhabitable"*** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; (4) the rental property is without electricity, gas, sewer service or water; or (5) the Destination is Inaccessible.

***"Unused"*** means the Insured's financial Loss of any whole, partial or prorated prepaid nonrefundable components of a Trip that are not depleted or exhausted, including award travel expenses.

## SECTION IV

## EXCLUSIONS AND LIMITATIONS

### GENERAL EXCLUSIONS

This plan 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 while sane or insane;
(b) Normal Pregnancy or Childbirth, other than Unforeseen Complications of Pregnancy, of the Insured, a Traveling Companion or a Family Member;
(c) participation in professional athletic events; motor sport, or motor racing, including training or practice for the same;
(d) mountain climbing that requires the use of equipment such as; pick-axes, anchors, bolts, crampons, carabineers, and lead or top-rope anchoring or other specialized equipment;
(e) operating or learning to operate any aircraft, as student, pilot, or crew;
(f) air travel on any air-supported device, other than a regularly scheduled airline or air charter;
(g) war (whether declared or not) or act of war, participation in a civil disorder, riot, insurrection or unrest (unless specifically covered herein);
(h) any unlawful acts committed by the Insured;
(i) Mental, Nervous or Psychological Disorder;
(j) if the Insured's tickets do not contain specific travel dates (open tickets);
(k) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
(l) any Loss that occurs at a time when this coverage is not in effect;
(m) traveling solely or substantially for the purpose of securing medical treatment;
(n) any Trip taken outside the advice of a Physician;

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(o) **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.

**PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

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

(1) This plan is purchased within 15 days of 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 costs of any subsequent arrangements added to the same Trip are insured within 15 days of the date of payment or deposit for any subsequent Trip arrangements;
(3) All Insureds are medically able to travel when this plan cost is paid;
(4) The Trip Cost does not exceed the maximum Trip Cost limit under Trip Cancellation as shown in the Schedule per person (only applicable to Trip Cancellation/Interruption/ Delay);

This coverage will be terminated and no benefits will be paid under this Pre-existing Medical Condition Exclusion Waiver coverage if the full costs of all prepaid, non-refundable Trip arrangements are not insured.

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

Unless otherwise provided by this plan 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 the plan;
(b) changes in plans by the Insured, a Family Member, or Traveling Companion, for any reason;
(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 or to refund money due the Insured;
(g) traveling for the purpose of securing medical treatment;

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

Benefits will not be provided for any Loss, or damage to, caused by, 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) keys, notes, securities, accounts, currency, deeds, food stamps, bills, credit cards, or other evidences of debt, or tickets;
(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) normal wear and tear;
(l) deterioration.

SAMPLE

***The following limitations and exclusions apply to Car Rental Collision Coverage:***
Coverage is not provided in whole or in part for any loss to, or due to:

(a) the Insured or his/her Traveling Companion violating the Rental Car 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 (when loss exceeds the Deductible as shown in the Schedule) 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, the Insured's participation in a civil disorder, riot or insurrection;
(j) Injury sustained while committing or attempting to commit a crime.

***The following exclusions also apply to the Medical Expense Benefit:***
Unless otherwise provided by this plan Benefits will not be provided for the following:

(a) routine physical examinations;
(b) mental health care;
(c) replacement of hearing aids, eye glasses, contact lenses, sunglasses;
(d) routine dental care;
(e) any service provided by the Insured, a Family Member, or Traveling Companion;
(f) alcohol or substance abuse or treatment for the same;
(g) Experimental or Investigative treatment or procedures;
(h) care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease.
(i) coverage for Trips less than 100 miles from the Insured's Primary Residence;
(j) traveling for the purpose of securing medical treatment.

***The following exclusion also applies to the Emergency Evacuation Benefit;***

(a) coverage for Trips less than 100 miles from the Insured's Primary Residence;
(b) traveling for the purpose of securing medical treatment.

***The following exclusions also apply to Accidental Death and Dismemberment (Common Carrier Air Only):***
Benefits will not be provided for the following:

(a) loss caused by or resulting directly or indirectly from Sickness or disease of any kind;
(b) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
(c) traveling for the purpose of securing medical treatment.

**EXCESS INSURANCE LIMITATION**
The insurance provided by this Policy for all coverages except Trip Cancellation, Trip Interruption and Car Rental Collision, 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 Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity.

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**SECTION V**

## CLAIMS INFORMATION

**How to Make a Claim**
Visit the website, mobile app, email or call the Travel Insurance Administrator.

***Available Online:***
- file first notice of loss (FNOL) and upload documents electronically
- find out what forms and documentation you need for your claim
- download necessary claim forms

***Mobile Application***
- file first notice of loss (FNOL) and upload documents electronically
- find out what forms and documentation you need for your claim
- download necessary claim forms

***Email or Call:***
- to find out what forms and documentation you need for your claim
- to file a claim and check its progress

***Claims Inquiry:***
- Website: *www.bhtp.com*
- Mobile App: *Google Play or iTunes*
- Email: *claims@bhtp.com*
- Telephone: *1.855.487.1745*

**Claim Procedures:**

**Notice of Claim:** You must notify the Travel Insurance Administrator as soon as reasonably 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, purchase date and the amount that the Insured paid. 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 above.

**Proof of Loss:** You have 90 days from the date of loss to submit your claim to the Travel Insurance Administrator, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this Policy must be submitted to the Travel Insurance Administrator no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If the Travel Insurance Administrator 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; and
- the Travel Supplier Name; and
- policy number.
- The Insured must return all unused, non-refundable tickets.

**Payment of Claims:**

**When Paid:** Claims will be paid as soon as the Travel Insurance Administrator receives complete proof of Loss and verification of age.

**To Whom Paid:**
Benefits are payable to the Insured who applied for coverage and paid any required plan cost. Any benefits payable due to the Insured's death will be paid to the Insured's estate, unless written notice of a designated beneficiary is provided to the Company.

SAMPLE

**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 reasonably 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*:*

- documentation of the delay from the Travel Supplier, as to the reason for the delay;
- A form of proof for expenses incurred.
    - copies of receipts for expenses greater than $25, or a
    - list of the expenses incurred under $25, to include:
        - Amount paid, what the payment was for, and the date of the payment. 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.

**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 Company will reimburse the Insured for those expenses. The Company will not pay for further damage if the Insured fails to protect his/her Baggage);
(c) allow the Company to examine the damaged Baggage and/or the Company may require the damaged item to be sent in the event of payment;
(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 or lost items; and
(e) Provide original receipts for any items over $150.

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

**Car Rental Collision Coverage 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 a traffic accident, such as name, address, insurance information, and driver's license number; and
- provide the Travel Insurance Administrator all documentation such as Rental Car Agreement, police report, and damage estimate

**The following provisions apply to *Baggage/Personal Effects, Baggage Delay and 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.

**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 Travel Insurance Administrator. Claims for lost property will be paid after

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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 Company 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 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 submit their differences to an umpire. Any figure agreed to by two of the three (the appraisers and the umpire) 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 umpire 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.

**Medical Expense, Emergency Evacuation and Repatriation of Remains and Accidental Death & Dismemberment Proof of Loss:** The Insured must provide the Travel Insurance Administrator with: (a) all medical bills and reports for medical expenses claimed; and (b) a signed patient authorization to release medical information to the Travel Insurance Administrator.

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

**Subrogation -** To the extent the Company pays for a Loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. The Insured must help the Company preserve its rights against those responsible for its Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.

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 Company 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 will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

This subrogation provision is not applicable to the medical Expense Benefit, Emergency Evacuation and Repatriation of Remains or Accidental Death and Dismemberment Common Carrier Air Only benefits.

**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).

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**SECTION VI**

## GENERAL PROVISIONS

**Entire Contract; Changes.** This Policy, Schedule of Benefits, Application and any attachments are the entire contract of insurance. In the absence of fraud, all statements made by the Insured will be considered representations and not warranties. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments.

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

**Company's Recovery Rights**. In the event of a payment under this 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 this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Company by the Insured and reimbursed to the Company the extent of the Company's payment.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any Insured whose Loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to perform an autopsy in case of death where it is not forbidden by law.

**Beneficiary Designation and Change.** The Insured's beneficiaries are the persons designated by the Insured and on file with the Travel Insurance Administrator or the beneficiaries as shown in the Payment of Claim: To Whom Paid provision.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, without the consent of the designated beneficiaries, unless an irrevocable designation has been made, 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 Company 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.

**Conformity with State Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

**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. The Company 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.

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**Arbitration.** The Company and one or more Insured(s) with respect to the rights of such Insured(s) under this Policy may be submitted to voluntary and non-binding arbitration, upon the written request of any Party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**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 the State of Virginia, 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.

**Concealment or Fraud.** The Company 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 this Policy.** Termination of this Policy will not affect a claim for Loss if the Loss occurred while this Policy was in force.

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

**Insurance With Other Insurers.** If there is other valid coverage with another insurer that provides coverage for the same Loss, the Company will pay only the proportion of the Loss that this Company's Limit for that Loss bears to the total limit of all insurance covering that Loss, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

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

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

Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite #140
Omaha, Nebraska 68102
402-916-3000

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:
Virginia State Corporation Commission's Bureau of Insurance
Street Address: Tyler Building, 1300 E. Main St., Richmond, VA 23219
Mailing Address: P.O. Box 1157, Richmond, VA 23218

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Telephone: (Virginia Only) 1-800-552-7945 – TDD Telephone: 1-804-371-9206
Telephone: (Nationwide) 1-877-310-6560
Telephone: (Local) 804-371-9691

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

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Berkshire Hathaway Travel Protection

**ASSISTANCE SERVICES**

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

**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
- Inpatient and outpatient 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 locator
- 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 and family members
- Up-to-the-minute travel delay and departure reports

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Berkshire Hathaway Travel Protection

- Driving and walking directions
- 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 (Not available to New York residents)**

- 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.
- Lockout 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.

*Non-insurance services are provided by Berkshire Hathaway Specialty Concierge.

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).

SAMPLE