Berkshire Hathaway Specialty Insurance

# Individual Travel Protection Insurance Policy:

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

**PLEASE READ THIS DOCUMENT CAREFULLY!**

Insurance Coverage is underwritten by Berkshire Hathaway Specialty Insurance Company.

This Policy is 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.

**TWENTY-ONE DAY LOOK:** You may cancel this insurance by giving the Company or the Property Management Company written notice within the first to occur of the following: (a) 21 days from the Effective Date of your insurance; or (b) your scheduled Departure Date. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy.

Signed for the company at its home office:

Secretary

President

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## SCHEDULE OF BENEFITS

***Insurance must be purchased at least 10 days prior to Departure Date on an existing reservation or at the time of a new reservation if within 10 days of Departure Date, whichever is later.***

***All coverages are shared between the Insured and Traveling Companions. All benefits are paid to the primary Insured named on the Company's records.***

| | **Maximum Limit Per Trip** |
|---|---|
| Trip Cancellation | Trip Cost up to a maximum of $200,000 |
| Trip Interruption | 150% of Trip Cost up to a maximum of $300,000 |
| Vehicle Return | $1,000 |
| Bedside Companion – Daily benefit | $100 per day for up to 10 days |
| Frequent Traveler Benefit | $500 |
| Trip Inconvenience | $1,000 |
| Trip Delay | $2,000 |
| Pet Cover | $25 per day |
| Missed Connection | $2,000 |
| Baggage & Personal Effects | $2,000 |
| Baggage Delay | $1,000 |
| Sporting Equipment Delay | $2,000 |
| Car Rental Collision Coverage | $35,000 |
| Pet Return | $10,000 |
| Pet Medical Expense | $1,000 ($50 Deductible) |
| Security Deposit Protection | $2,000 |

**Extra Coverage**

*(when the insurance plan is purchased within 3 days of Final Trip Payment)*

- Pre-Existing Medical Condition Exclusion Waiver

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 the Travel Insurance Administrator representative.

## EFFECTIVE & TERMINATION DATES

**Effective Date:**
Trip Cancellation and Frequent Traveler Benefit coverages will be effective on the date following payment to the Company or the Company's authorized representative of any required plan cost.

Car Rental Collision Coverage will take effect when the Insured signs the rental agreement and takes possession of the rental vehicle provided the required plan cost has been paid.

All other coverages will begin on the later of:
(a) the date and time the Insured starts his/her Trip;
(b) 2 days prior to the scheduled Departure Date as specified on the Confirmation.

**Termination Date:**
Trip Cancellation and Frequent Traveler Benefit coverages end on the earlier of:
(a) the cancellation of the Insured's Trip;
(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 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 Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip;
(c) cancellation of the Trip covered by this Policy;
(d) 2 days following the scheduled Return Date as specified on the Confirmation

**Extension of Coverage:**
All coverage (except Trip Cancellation and Frequent Traveler Benefit) will be extended for a Trip covered by this plan, if:
(a) the Insured's entire Trip is covered by the plan; and
(b) the Insured's return is delayed by unavoidable circumstances beyond his/her control.

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 a Trip was scheduled to be completed.

**Baggage Extension of Coverage:** If an Insured's Baggage, Sporting Equipment, passports and visas are in the charge of a Common Carrier and delivery is delayed, coverage will be extended from the earlier/est of: 1) the time until the Common Carrier delivers the property to the Insured; 2) 7 days after the date the Trip was scheduled to be completed. This Extension does not include loss caused by the delay.

## TRIP CANCELLATION AND/OR INTERRUPTION

The Company will reimburse the Insured a benefit, up to the Maximum Limit shown in the Schedule if an Insured or Traveling Companion cancels his/her Trip or is unable to continue on his/her due to any of the following Unforeseen events:

(a) Sickness, Injury or death of an Insured or Traveling Companion and/or the Insured's or Traveling Companion's Family Member, Business Partner or Host at Destination;
   1. Sickness or Injury of an Insured, Traveling Companion, Family Member traveling with the Insured, which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing your continued participation in the Trip;
   2. Sickness or Injury of a Family Member not traveling with the Insured must be because their condition is life-threatening or they require the Insured's immediate care;
   3. Sickness or Injury of the Business Partner must be so disabling as to reasonably cause the Insured to interrupt the Trip to assume daily management of the business. Such disability must be certified by a Physician;
   4. Sickness, Injury, death or hospitalization of the Insured's Host at Destination.

(b) Financial Default of a Common Carrier, tour operator or resort provided the Financial Default occurs more than 14 days following an Insured's effective date for the Trip Cancellation or Trip Interruption Benefits. There is no coverage for the Financial Default of any person, organization, agency, or firm from whom the Insured purchased travel arrangements supplied by others;

(c) Inclement Weather causing delay or cancellation of travel for at least 24 consecutive hours preventing the Insured from reaching his/her Destination;

(d) Strike causing delay or cessation of Common Carrier or Hotel services at the point of departure or Destination for at least 24 consecutive hours;

(e) the Insured's or Traveling Companion's home or Destination being made Uninhabitable or inaccessible by Natural Disaster, that is due to natural causes; vandalism, or burglary. Coverage for a hurricane applies only if insurance was purchased prior to the tropical storm being upgraded to a hurricane;

(f) the Insured or Traveling Companion is hijacked, quarantined, subpoenaed, required to serve on a jury, required to appear as a witness in a legal action, provided the Insured or a Traveling Companion is not: 1) a party to the legal action; or 2) appearing as a law enforcement officer;

(g) the Insured or Traveling Companion is called to active military service as a reservist, firefighter, or police staff; to provide aid or relief in the event of a Natural Disaster, or military leave is revoked or reassigned within 30 days of the Departure Date;

(h) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival or Departure or during the Insured's Trip;

(i) the Insured or Traveling Companion is involuntarily terminated or laid off through no fault of his or her own provided that he or she has been an active employee for the same employer for at least 1 continuous years. 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;

(j) the Insured and/or Traveling Companion is directly involved in a traffic accident, substantiated by a police report, while en route to the Insured's Destination;

(k) the Insured or Traveling Companion has an involuntary employer-initiated transfer within the same organization of 250 or more miles which requires the Insured's Residence to be relocated;

(l) mandatory evacuation ordered by local authorities at your Destination due to hurricane or other Natural Disaster for at least 24 consecutive hours preventing the Insured from staying his/her Destination;

(m) a theft or Loss of passports, travel documents or visas within 30 days of the Insured's Departure Date specifically required for the Insured's Trip. Such loss must be substantiated by a police report or proof of the Insured's application for a replacement, even if the replacement cannot be delivered prior to the Departure Date;

(n) mechanical/equipment failure of a Common Carrier that occurs on a scheduled Trip Departure Date and causes complete cessation or delay of the Insured's travel for at least 24 consecutive hours;
(o) the Insured's or Traveling Companion's company is deemed to be unsuitable for business due to burglary, or Natural Disaster and the Insured or Traveling Companion is directly involved as a Key Employee of the disaster recovery team.
(p) the Insured, Traveling Companion or Immediate Family Member is kidnapped or disappears after the Trip Cancellation coverage effective date or during the Trip as substantiated by a police report and has not returned within 14 days of the Departure Date;
(q) a covered Trip Delay (as shown in the Trip Delay Benefit) that results in a loss of more than 50% of your scheduled Trip.

**SPECIAL NOTIFICATION OF CLAIM**

The Insured 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 the Insured notified the Travel Insurance Administrator within the specified period. If the Insured is unable to provide cancellation notice within the required timeframe, the Insured must provide proof of the circumstance that prevented timely notification.

**Trip Cancellation Benefits:** The Company will reimburse the Insured for Forfeited, pre-paid Trip Cost and/or property upgrades to the Trip, 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 the Insured 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 (for airfare change fees where applicable) and/or property upgrades to the Trip, and
(b) additional transportation expenses incurred by the Insured, either
  (1) to the Return Destination; or
  (2) from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip; and
(c) additional transportation expenses incurred by the Insured 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.

## SINGLE OCCUPANCY BENEFIT

The Company will reimburse the Insured, up to the Trip Cancellation/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 the Insured 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 Insured does not cancel.

## FREQUENT TRAVELER BENEFIT

The Company will reimburse the Insured for the cost of re-depositing frequent traveler awards utilized for the Trip for which this plan is purchased into his/her account up to the Maximum Limit shown in the Schedule, provided the Trip is canceled prior to the scheduled Departure Date due to any of the Unforeseen events shown at the beginning of the Trip Cancellation and Trip Interruption section.

## BEDSIDE COMPANION BENEFIT

If a Traveling Companion is hospitalized for at least 10 days during the Trip, the Company will reimburse the Insured up to the Per Day Maximum Limit shown in the Schedule for reasonable expenses incurred for Hotel and meals (receipts must be submitted) to remain near the Traveling Companion.

## VEHICLE RETURN

If while on a Trip, (1) the Insured, Traveling Companion or Family Member suffers an Injury or Sickness; or (2) the Insured's, Traveling Companion's or Family Member's Trip is interrupted due to an Unforeseen event as listed under the Trip Interruption coverage; and prevents the Insured from completing the Trip, the Company will reimburse the Insured up to the Maximum Limit shown in the Schedule for the cost of transporting the Insured's Owned or Rented Vehicle back to his/her Primary Residence;

Coverage is not provided:
(a) if transport could have been provided by the Insured or a Traveling Companion; or
(b) for Trips less than 100 miles away from the Insured's Primary Residence.

**Special Limitation:** Trip Interruption Benefits will be reduced by the amount of any Vehicle Return benefits paid.

## TRIP INCONVENIENCE

The Company will pay the Insured a one-time payment, up to the Maximum Limit, as shown in the Schedule if, while on a Trip, any of the following events occur:

1. the ski resort or golf course at the Insured's Destination closes its facilities due to at least 75% of the primary attractions being closed from cessation of essential services during operating hours. This coverage is only available if the Insured purchases this policy at least 30 days prior to the scheduled Departure Date;
2. the beach at the Insured's Destination is closed for at least 48 consecutive hours due to contamination and there are no documented alternate open beaches within a 10 mile radius;
3. the Insured's arrival at his/her Return Destination is delayed by a Common Carrier delay or cancellation which causes the Insured to be absent from the Insured's full-time scheduled employment for at least 2 work days. A written statement by a company officer and/or the Human Resources department confirming the Insured was scheduled to work will be required.

## TRIP DELAY

The Company will reimburse the Insured up to the Maximum Limit shown in the Schedule for Reasonable Additional Expenses if the Insured's Trip is delayed at least 5 consecutive hours and prevents the Insured from reaching the intended Destination as a result of a cancellation or delay of his/her Trip for one of the Unforeseen events listed below:
(a) the Insured being delayed due to a traffic accident while en route to a departure as substantiated by a police report;
(b) Common Carrier delay;
(c) the Insured's or Traveling Companion's lost or stolen passports, travel documents, or money;
(d) the Insured or Traveling Companion is quarantined;
(e) Strike;
(f) Inclement Weather which prohibits Insured's departure;
(g) Natural Disaster at the departure or Destination;
(h) breakdown of Owned or Rented Vehicle en route to a departure;
(i) civil disorder;
(j) hijacking.

Incurred expenses must be accompanied by receipts.

## PET COVER

The Company will reimburse the Insured up to the per day limit shown in the Schedule subject to the Maximum Limit for Trip Delay to cover the necessary additional kennel fees if the Insured is delayed past the scheduled Return Date for at least 5 consecutive hours while en route to their Return Destination and has placed their cat, dog or pet in a kennel for the duration of the Trip and are

unable to collect their pet on the day previously agreed upon with the kennel, due to:

(a) the Insured being delayed due to a traffic accident while en route to a departure as substantiated by a police report;
(b) Common Carrier delay;
(c) the Insured's or Traveling Companion's lost or stolen passports, travel documents, or money;
(d) the Insured or Traveling Companion is quarantined;
(e) Strike;
(f) Inclement Weather which prohibits Insured's departure;
(g) Natural Disaster at the departure or Destination;
(h) breakdown of Owned or Rented Vehicle en route to a departure;
(i) civil disorder;
(j) hijacking.

## MISSED CONNECTION

If while on a Trip the Insured misses a Trip departure resulting from cancellation or delay of at least 3 consecutive hours of the Insured's regularly scheduled charter or airline flights due to Inclement Weather, the Company will reimburse the Insured up to the Maximum Limit shown in the Schedule for:

(a) additional transportation expenses incurred by the Insured to join the departed Trip; and
(b) reasonable accommodation and meal expenses incurred.

The Common Carrier must certify the delay of the regularly scheduled charter or airline flight. Coverage is secondary if reimbursable by any other source.

## BAGGAGE PERSONAL EFFECTS

The Company will reimburse the Insured, up to the Maximum Limit shown in the Schedule subject to the special limitations shown below, for Loss, theft or damage to the Insured's Baggage, personal effects passports, travel documents credit cards and visas during the Insured's Trip.

**Special Limitations:**
The Company will reimburse the Insured up to:

- $500 for the first item and thereafter
- $500 aggregate on all Losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, sporting equipment, computers, electronic devices

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 at its option:

(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.

The Company will only pay for Loss due to unauthorized use of the Insured's credit cards if the Insured has complied with all requirements imposed by the issuing credit card companies.

## BAGGAGE DELAY

If, while on a Trip, the Insured's Baggage is delayed or misdirected by the Common Carrier for at least 12 consecutive hours, the Company will reimburse the Insured 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 the Insured has reached his/her Return Destination.

If the Baggage is delayed after the Insured has reached his or her Destination or Return Destination and the Common Carrier makes a charge for delivery, the Company will reimburse the Insured the reasonable cost to deliver the Insured's Baggage to his/her Destination Return Destination or residence, up to the Baggage Delay Maximum Limit shown in the Schedule.

## SPORTING EQUIPMENT DELAY

If, while on a Trip, the Insured's sporting equipment is delayed or misdirected by the Common Carrier for at least 12 consecutive hours, the Company will reimburse the Insured up to the Maximum Limit shown in the Schedule for the rental of sporting equipment.

If the sporting equipment is delayed after the Insured has reached his/her Return Destination and the Common Carrier makes a charge for delivery, the Company will reimburse the Insured the reasonable cost to deliver the Insured's sporting equipment to his/her Return Destination or residence, not to exceed the Sporting Equipment Delay Maximum Limit shown in the Schedule.

Incurred expenses must be accompanied by receipts.

## CAR RENTAL COLLISION COVERAGE

If, while on a Trip, an Insured's Rented Vehicle is damaged while on a Trip due to collision, vandalism, theft, windstorm, fire, hail or flood, while in his/her 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 shown in the Schedule.

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

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

## SECURITY DEPOSIT PROTECTION

If the Insured rents a Rental Property accommodation and the Insured Damages the Real Property or Personal Property assigned to that accommodation during the Covered Trip, a benefit will be paid for the cost of repair of such property up to the Maximum Limit shown in the Schedule.

Coverage is provided to the Insured occupying the accommodation during the covered Trip provided the Insured is listed on the lease agreement.

## PET RETURN

If, while on a Trip, the Insured is unable to travel due to a covered Sickness or Injury the Company will reimburse the Insured up to the Maximum Limit shown in the Schedule to return any of the Insured's domestic dogs or cats who accompanied the Insured on the Trip to the Insured's residence in the United States, including the cost of an attendant, if necessary. Covered Expenses are for transportation expenses only.

## PET MEDICAL EXPENSE

If, while on a Trip, an Insured's cat or dog who accompanied the Insured on the Trip, suffers an Injury or Sickness that requires him or her to be treated by a veterinarian, the Company will pay a benefit for reasonable and customary charges, up to the Maximum Limit shown in the Schedule after satisfaction of the Deductible. The Injury must first occur or the Sickness must first begin while on a Trip, while covered under this Policy.

Benefit amounts provided are an aggregate limit for all cats or dogs accompanying the Insured and are not provided per pet.

## DEFINITIONS

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

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

***"Baggage"*** means luggage, and personal possessions; whether owned, borrowed, or rented, taken by the Insured on the Trip.

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

***"Child/Children"*** means unmarried children of the Insured, including natural children from the moment of birth, and step, foster or adopted children from the moment of placement in the Insured's home.

***"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.

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

***"Cruise"*** means a vacation on a cruise ship.

***"Departure Date"*** means the date on which the Insured is originally scheduled to leave on his/her Trip.

***"Destination"*** means any place where the Insured expects to travel to on his/her Trip other than Return Destination.

***"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.

***"Elective Treatment And Procedures"*** means any medical treatment or surgical procedure that is not Medically Necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

***"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.

***"Family Member"*** means the Insured's, or Traveling Companion's spouse, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, grandchild, step-grandchild, step-child, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, legal guardian, 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.

***"Final Trip Payment"*** means the date on which all additional payments due for Trip arrangements have been received by the Property Management Company.

***"Financial Default"*** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by a tour operator, Cruise line, charter, airline, resort, or rental company.

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

***"Host At Destination"*** means the person with whom the Insured has made previous arrangements to stay at the host's personal residence during the Trip.

***"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 the property or his/her Destination by the original mode of transportation.

***"Inclement Weather"*** means any severe weather condition which prevents the Insured from reaching his/her Destination when traveling by an Owned or Rented Vehicle.

***"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"*** means the person on a Trip, as well as such person's Traveling Companion.

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

***"Loss"*** means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the 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, tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, 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.

***"Owned or Rented Vehicle"*** means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country that is rented or owned by the Insured. Owned or rented vehicle does not include a mobile home or any motor vehicle which is used in mass or public transit.

***"Personal Property"*** means the contents belonging to the rental unit.
***"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 may not 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 a residence where the Insured is leaving from to start his/her Trip.

*"**Property Management Company**"* means the developer, association, leasing company, rental company, travel club, exchange company, Hotel or condominium operator, who has the responsibility for or coordinates the maintenance, repairs, reservations and/or general operation of the accommodations used for the Insured's Trip.

***"Real Property"*** means a property managed by the Property Management Company.

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

**"*Rental Property"*** means the rental unit the Insured is booked to occupy during the Stay.

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

***"Return Destination"*** means the Insured's Residence or the place to which the Insured expects to return from his/her Trip

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

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

*"**Stay"*** means the duration of time from the date the Insured checks in at the Rental Property to the date the Insured checks out of the Rental Property.

***"Strike"*** means a stoppage of work:

(a) an unannounced labor disagreement and
(b) which interferes with the normal departure and arrival of a Common Carrier.
(c) the Insured's Trip Cancellation coverage must be effective prior to when the strike is foreseeable. A strike is foreseeable on the date labor union members vote to approve a strike.

***"Terrorist Incident"*** means an act of violence 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, 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.

***"Third Party(ies)"*** means any person, corporation or other entity (except the Insured, Rental Property and the Company).

***"Travel Arranger"*** means the travel agent, tour operator, or other entity from which the Insured purchases his/her coverage and includes all officers, employees, and affiliates of the Travel Arranger or tour operator.

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

***"Traveling Companion"*** means up to 7 additional people with whom the Insured has coordinated travel arrangements under the Insured's reservation 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 travel away from home to a Destination outside the Insured's City of residence; the purpose of the trip is business or pleasure; the trip does not exceed 180 consecutive days; the reservation is tracked, paid to and/or managed by the Property Management Company facilitating the enrollment for this plan.

***"Trip Cost"*** means the amounts paid for the Trip. Trip Cost also includes pre-paid, non-refundable airfare, and rental car charges booked independently of the Property Management Company and/or Travel Arranger.

***"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 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.

## 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, Traveling Companion while sane or insane;
(b) participation in professional athletic events; motor sport, or motor racing, including training or practice for the same; sky diving, parachuting, hang gliding, bungee cord jumping, heli-skiing, spelunking; extreme snow-skiing, parkour;
(c) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers, and lead or top-rope anchoring equipment;
(d) war or act of war, whether declared or not, civil disorder (unless specifically covered herein), riot, or insurrection;
(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 company;
(g) commission of or attempt to commit a felony by the Insured;
(h) Mental, Nervous or Psychological Disorder ;
(i) if the Insured's tickets do not contain specific travel dates (open tickets);
(j) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
(k) military duty;
(l) participation in underwater activities or scuba diving (if the depth exceeds 66 feet or more);
(m) any Loss that occurs at a time when this coverage is not in effect;
(n) traveling for the purpose of securing medical treatment;
(o) any Trip taken outside the advice of a Physician;
(p) Elective Treatment and Procedures;
(q) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness (other than pregnancy) or other condition (including any condition from which death ensues) of an Insured, Traveling Companion, which, within the 60 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 if the following conditions are met:

(1) This plan is purchased within 3 days of Final Trip Payment;
(2) All Insured's are medically able to travel when this plan cost is paid.

***The following exclusions apply to Baggage/Personal Effects, Sporting 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) motor vehicles, aircraft, boats, boat motors, ATV's and other conveyances;
(c) the replacement of artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
(d) keys, notes, securities, accounts, currency, deeds, food stamps, bills, credit cards, or other evidences of debt, tickets, and other travel documents (except passports and visas);
(e) money, stamps, stocks and bonds, postal or money orders;
(f) property shipped as freight, or shipped prior to the Departure Date;
(g) contraband, illegal transportation or trade;
(h) items seized by any government, government official or customs official;
(i) art objects or musical instruments;
(j) property used in trade, business or for the production of income.
(k) natural defect or damage sustained due to any process or repair;
(l) defective materials or craftsmanship;
(m) inherent vice or damage;
(n) electrical current, including electric arcing that damages or destroys electrical devises or appliances.
(o) normal wear and tear;
(p) deterioration; or
(q) household furniture.

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

Coverage is not provided for any loss to, or due to:

(a) the Insured or his/her Traveling Companion violating the rental agreement;
(b) rentals of campers, trailers, off road vehicles, used for off-road purposes motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;
(c) any obligation the Insured or his or her Traveling Companion assumes under any agreement except insurance collision deductible;
(d) failure to report the Loss to the proper local authorities and the rental car company;
(e) damage to any other vehicle, structure, or person as a result of a covered Loss;
(f) participation in contests of speed, motor sport or motor racing including training or practice for the same;
(g) driving under the influence of alcohol;
(h) being under the influence of drugs or intoxicants, unless prescribed by a Physician;
(i) war or act of war, whether declared or not, civil disorder, riot or insurrection;
(j) Injury sustained while committing or attempting to commit a crime.
(k) intentional acts of an Insured;
(l) gross negligence, willful and wanton conduct by an Insured;
(m) a rental from any source other than a state or government appointed and licenses rental care provider (where applicable).

***The following exclusions also apply to Security Deposit Protection***

Benefits will not be provided for any loss or damage due to**:**

(a) Natural Disaster;
(b) intentional acts of an Insured;
(c) gross negligence, Willful and Wanton conduct by an Insured;
(d) any cause, if the Insured does not report the loss or damage to the staff of the Rental Property within 3 days of the Stay check-out date;
(e) normal wear and tear of the Rental Property unit;
(f) loss of use of the Rental Property unit;
(g) Theft or damage to any property owned by or brought by an Insured onto the Rental Property premises;
(h) Theft or damage caused by anyone visiting other than an Insured;
(i) Theft without a valid police report;
(j) damage without a valid police report unless the damage is caused by an Insured;
(k) damage in a Rental Property unit if the number of persons occupying the unit exceeds that unit's occupancy limit; or

any damage that occurs if the Insured is in violation of the lease agreement or conditions for use of the Rental Property.

**MAXIMUM LIMIT OF LIABILITY:**
All limits are applied per Trip.
The Company's Maximum Limit of liability resulting from the same occurrence will be $10,000,000 under all Vacation Rental Program plans. If Loss for all Insureds from such an occurrence exceeds $10,000,000 the Company will pay each Insured that proportion of the Benefits stated which $10,000,000 bears to the total Loss of all persons the Company insures under all travel and flight insurance in force, under the Vacation Rental Program plans. The Company will pay no more than $500,000 per occurrence, under Vacation Rental Program plans, to or on account of any person insured under the Vacation Rental Program plans.

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

## PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call the Travel Insurance Administrator as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip (i.e., tour operator, Cruise line, or charter operator), the Trip dates, purchase date and the amount that the Insured paid. The Travel Insurance Administrator will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to the Travel Insurance Administrator (telephone 1.844.217.2509).

**Claim Procedures: Proof of Loss:** The claim forms must be sent back 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 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 proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, the participating organization name, and policy number. The Insured must return all unused, non-refundable tickets.

**Payment of Claims: When Paid:** Claims will be paid within 30 days of the date the Travel Insurance Administrator receives complete proof of Loss. However, if the Company reasonably requests additional information or documents from the Insured(s) in order to process the claim, the Company will pay or deny the claim within 60 days following the date the Company receives the additional information or documents, unless:

a) the Company has notified the Insured(s) of the reasons for failure to pay the claim in full; or
b) the Company has a reasonable belief that insurance fraud has been committed and the Company has reported the possible insurance fraud to the Insurance Commissioner.

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

**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 Inconvenience Proof of Loss:** The Insured must provide the Travel Insurance Administrator documentation of the resort or course closure or delay to Return Destination.

**Trip Delay Proof of Loss:** The Insured must provide the Travel Insurance Administrator documentation of the delay from the airline, charter, cruise line, etc., as to the reason for the delay and proof of the expenses incurred. The Insured must provide the Travel Insurance Administrator with all original receipts, copies of receipts, or a list of the expenses incurred that gives the amount paid, what the payment was for, and the date of the payment.

**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 or equipment 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 or equipment);
(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) in the event of theft or unauthorized use of the Insured's credit cards, the Insured must notify the credit card company immediately to prevent further unlawful activity.

**Baggage and Sporting Equipment Delay Proof of Loss:** The Insured must provide documentation of the delay or misdirection of the Baggage and/or sporting equipment by the Common Carrier and receipts for the Necessary Personal Effects and sporting equipment rental 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 agreement, police report, and damage estimate.

**Pet Cover Proof of Loss:** The Insured must provide the following: Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the Loss, including but not limited to; scheduled departure and return times and actual departure and return times; written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

**Security Deposit Protection Notice of Loss:** All damage for which a claim may be made under this coverage must be reported by the Insured to the rental agency no later than 3 days of the Stay check-out date. Only those damages/Losses reported on the original claim submission will be reviewed. The Travel Insurance Administrator will have the sole authority to determine the extent of repairs necessary.

**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.

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

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

**Valuation**. The 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.

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

**The following provision applies to Baggage/Personal Effects, Sporting Equipment 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.

**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).

## 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 assign all of his or her rights, privileges and benefits under this Policy. The Company is not bound by an assignment until it receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of this Policy.

**Conformity with Montana Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of Montana 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.

**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.

**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 coverage was purchased 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.

Berkshire Hathaway Specialty Insurance

# PRIMARY COVERAGE RIDER

## THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Rider is attached to and made part of your insurance plan. It is subject to all of the provisions, limitations and exclusions of the plan.**

**This rider modifies insurance provided under the following plans:**

**Individual Travel Protection Insurance Policy**

The **EXCESS INSURANCE LIMITATION** Paragraph in **EXCLUSIONS & LIMITATIONS** is deleted.

All other terms and conditions remain unchanged.

Berkshire Hathaway Specialty Insurance

# Individual Travel Protection Insurance Policy:

| 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.

**TWENTY-ONE DAY LOOK:** You may cancel this insurance by giving the Company or the Property Management Company written notice within the first to occur of the following: (a) 21 days from the Effective Date of your insurance; or (b) your scheduled Departure Date. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy.

Coverage may not be available in all jurisdictions.

Signed for the company at its home office:

Secretary

President

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## SCHEDULE OF BENEFITS

***Insurance must be purchased at least 10 days prior to Departure Date on an existing reservation or at the time of a new reservation if within 10 days of Departure Date, whichever is later.***

***All coverages are shared between the Insured and Traveling Companions. All benefits are paid to the primary Insured named on the Company's records.***

| | Maximum Limit Per Trip |
|---|---|
| Accident and Sickness Medical Expense | $50,000 |
| Emergency Evacuation and Repatriation of Remains | $250,000 |
| Accidental Death & Dismemberment | $25,000 |

**Extra Coverage**

*(when the insurance plan is purchased within 3 days of Final Trip Payment)*

- Pre-Existing Medical Condition Exclusion Waiver

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 the Travel Insurance Administrator representative.

## EFFECTIVE & TERMINATION DATES

**Effective Date:**

Coverages will begin on the later of:

(a) the date and time the Insured starts his/her Trip;
(b) 2 days prior to the scheduled Departure Date as specified on the Confirmation.

**Termination Date:**

Coverages end on the earlier/est of:

(a) the date the Trip is completed;
(b) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip;
(c) cancellation of the Trip covered by this Policy;
(d) 2 days following the scheduled Return Date as specified on the Confirmation

**Extension of Coverage:**

All coverage will be extended for a Trip covered by this plan, if:

(a) the Insured's entire Trip is covered by the plan; and
(b) the Insured's return is delayed by unavoidable circumstances beyond his/her control.

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 a Trip was scheduled to be completed.

## ACCIDENT SICKNESS MEDICAL EXPENSE BENEFIT

If, while on a Trip, an Insured suffers an Injury or Sickness that requires him or her 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 the Insured for Medically Necessary Covered Expenses incurred to treat such Injury or Sickness during the course of the Trip or the onset of the Sickness 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 a Trip, 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;
- Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
- use of an Ambulatory Medical Center;
- X-rays;
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices;
- rental of durable medical equipment (such as a wheelchair or a Hospital bed);
- anesthetics (including administration), treatments, transfusions and laboratory tests ordered by the attending Physician;
- blood, blood products and artificial blood products, and the transfusion thereof;
- medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;
- the cost of emergency dental treatment only during a Trip limited to the Maximum Limit shown in the Schedule.

**Advance Payment:** If an Insured requires admission to a Hospital, 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 Insured's Injury or Sickness that occurs while he or she is on a Trip. Benefits payable are subject to the Maximum Limit shown in the Schedule for all Emergency Evacuations during a Trip.

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

Expenses for Transportation must be:

(a) ordered by the onsite attending Physician who must certify that the severity of the Insured's Injury or Sickness warrants his or her Emergency Evacuation and adequate medical treatment is not locally available; and
(b) authorized in advance by the Travel Insurance Administrator. In the event the Insured's 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 if an onsite attending Physician recommends in writing that an escort accompany the Insured.

**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 the Insured is Injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and

(b) Transportation from a medical facility to the nearest adequate licensed medical facility to obtain appropriate medical treatment if the onsite attending Physician certifies that additional Medically Necessary treatment is needed but not locally available; and the Insured is medically able to travel; and/or

(c) Transportation to the adequate licensed medical facility nearest the Insured's home to obtain further medical treatment or to recover, after being treated at a local licensed medical facility, and the onsite attending Physician determines that the Insured is medically able to be transported.

**ADDITIONAL BENEFITS**

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

If the Insured is hospitalized for more than 10 days following a covered Emergency Evacuation, the Company will reimburse the Insured, subject to the limitations set out herein, the expenses for:

1. Return of Children: Return of the Insured's Children, who were accompanying the Insured when the Injury or Sickness occurred, to the Insured's 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 the Insured 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 airfare ticket.
3. Bedside Traveling Companion: The Company will reimburse the Insured for reasonable expenses incurred for Hotel and meals up to the Per Day Limit shown in the Schedule for the Traveling Companion to remain near the Insured. 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 the Insured is discharged from the hospital. For purposes of this benefit, Traveling Companion means the person accompanies the Insured on the Trip.

## REPATRIATION OF REMAINS

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

**Repatriation Covered Expenses** include the reasonable and customary expenses for:

(a) embalming;

(b) cremation, subject to the Cremation Maximum Limit shown in the Schedule;

(c) the most economical coffins or receptacles adequate for transportation of the remains; and

(d) transportation of the remains, by the most direct and economical conveyance and route possible, subject to the Transportation Maximum Limit shown in the Schedule.

The Travel Insurance Administrator must make all arrangements and authorize all expenses in advance for this benefit to be payable.

**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

The Company will reimburse the Insured for this benefit for one of the Losses shown in the Table of Losses below if the Insured is Injured while on a Trip. The Loss must occur within 180 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 the Insured is on the Trip and is covered under this Policy.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The 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% |

"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 an Insured being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss must occur within 180 days after the event which caused the exposure.

**DISAPPEARANCE**

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

## DEFINITIONS

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

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

***"Child/Children"*** means unmarried children or grandchildren of the Insured, including natural children from the moment of birth, children from a civil union and step, foster or adopted children from the moment of placement in the Insured's home.

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

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

***"Cruise"*** means a vacation on a cruise ship.

***"Departure Date"*** means the date on which the Insured is originally scheduled to leave on his/her Trip.

***"Destination"*** means any place where the Insured expects to travel to on his/her Trip other than Return Destination.

***"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.

***"Elective Treatment And Procedures"*** means any medical treatment or surgical procedure that is not Medically Necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

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

***"Final Trip Payment"*** means the date on which all additional payments due for Trip arrangements have been received by the Property Management Company.

***"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
(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.

***"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"*** means the person on a Trip, as well as such person's Traveling Companion.

***"Loss"*** means Injury or damage sustained by the Insured as a consequence 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.

***"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. Physician includes physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, acupuncturist, naturopathic physician, physical therapist, or advanced practice registered nurse 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.

*"**Property Management Company**"* means the developer, association, leasing company, rental company, travel club, exchange company, Hotel or condominium operator, who has the responsibility for or coordinates the maintenance, repairs, reservations and/or general operation of the accommodations used for the Insured's Trip.

***"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.

***"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.

***"Return Destination"*** means the Insured's Residence or the place to which the Insured expects to return from his/her Trip

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

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

***"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.

***"Traveling Companion"*** means up to 7 additional people with whom the Insured has coordinated travel arrangements under the Insured's reservation 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 travel away from home to a Destination outside the Insured's City of residence; the purpose of the trip is business or pleasure; the trip does not exceed 180 consecutive days; the reservation is tracked, paid to and/or managed by the Property Management Company facilitating the enrollment for this plan.

**"*Unforeseen"*** means not anticipated or expected and occurring after the effective date of coverage.

***"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.

## 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, Traveling Companion while sane;
(b) participation in professional athletic events; motor sport, or motor racing, including training or practice for the same; sky diving, parachuting, hang gliding, bungee cord jumping, heli-skiing, spelunking; extreme snow-skiing, parkour;
(c) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers, and lead or top-rope anchoring equipment;
(d) war or act of war, whether declared or not, civil disorder (unless specifically covered herein), riot, or insurrection;
(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 company;
(g) commission of or attempt to commit a felony by the Insured;
(h) Mental, Nervous or Psychological Disorder ;
(i) if the Insured's tickets do not contain specific travel dates (open tickets);
(j) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
(k) military duty;
(l) participation in underwater activities or scuba diving (if the depth exceeds 66 feet or more);
(m) any Loss that occurs at a time when this coverage is not in effect;
(n) traveling for the purpose of securing medical treatment;
(o) any Trip taken outside the advice of a Physician;
(p) Elective Treatment and Procedures;
(q) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness (other than pregnancy) or other condition (including any condition from which death ensues) of an Insured, Traveling Companion, which, within the 60 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 if the following conditions are met:

(1) This plan is purchased within 3 days of Final Trip Payment;
(2) All Insured's are medically able to travel when this plan cost is paid.

***The following exclusions also apply to Accidental Death and Dismemberment:***

Benefits will not be provided for the following:

(a) loss caused by or resulting directly or indirectly from Sickness or disease of any kind;

**MAXIMUM LIMIT OF LIABILITY:**
All limits are applied per Trip.
The Company's Maximum Limit of liability resulting from the same occurrence will be $10,000,000 under all Vacation Rental Program plans. If Loss for all Insureds from such an occurrence exceeds $10,000,000 the Company will pay each Insured that proportion of the Benefits stated which $10,000,000 bears to the total Loss of all persons the Company insures under all travel and flight insurance in force, under the Vacation Rental Program plans. The Company will pay no more than $500,000 per occurrence, under the Vacation Rental Program plans, to or on account of any person insured under the Vacation Rental Program plans.

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

## PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call or provide the Travel Insurance Administrator with written notice of claim within six months or as soon as reasonably possible after a covered loss, and be prepared to describe the Loss, the name of the company that arranged the Trip (i.e., tour operator, Cruise line, or charter operator), the Trip dates, purchase date and the amount that the Insured paid. The Travel Insurance Administrator will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to the Travel Insurance Administrator (telephone 1.844.217.2509).

**Claim Procedures: Proof of Loss:** The claim forms must be sent back 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 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 proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, the participating organization 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.

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

Medical Expense Emergency Evacuation benefits may be payable directly to the provider.

However, the provider: (a) must comply with the statutory provision for direct payment; and (b) must not have been paid from any other sources.

**Medical Expense, 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 Accident/Sickness Medical Expense:**
**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 will not occur until the Insured has been fully compensated for his or her 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.

**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).

## 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 assign all of his or her rights, privileges and benefits under this Policy. The Company is not bound by an assignment until it receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of this Policy.

**Conformity with Montana Statutes.** The provision of this Policy to conform to the minimum requirements of Montana law, and control over any conflicting statutes of any state in which the Insured resides on or after the effective date of the Policy.

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

**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.

**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 coverage was purchased 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.

Berkshire Hathaway Specialty Insurance

# Travel Protection Insurance Coverage

**BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

**OUTLINE OF COVERAGE**

**For complete details and benefit amounts, please read your Policy.**

**This is NOT A MEDICARE SUPPLEMENT policy. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, available from the Company.**

1. Read Your Policy Carefully. This outline of coverage provides a very brief description of the important features of coverage. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

2. Travel Protection Insurance coverage is designed to provide limited coverage for Insureds during a covered Trip ONLY, subject to the limitations contained in the policy.

3. **Benefits**:

| | |
|---|---|
| Accident Sickness Medical Expense | $50,000 |
| Emergency Evacuation and Repatriation of Remains | $250,000 |
| Accidental Death & Dismemberment | $25,000 |

**Accident Sickness Medical Expense Benefit**
If, while on a Trip, an Insured suffers an Injury or Sickness that requires him or her to be treated by a Physician, the Company will pay a benefit for Reasonable and Customary Charges, up to the Maximum Limit. The Company will reimburse the Insured for Medically Necessary Covered Expenses incurred to treat such Injury or Sickness during the course of the Trip or the onset of the Sickness 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 a Trip, while covered under the Policy. Pre-existing medical conditions will be covered if the Pre-existing Medical Condition Waiver is in effect.

This benefit provides coverage for:

- services of a Physician or registered nurse (R.N.);
- Hospital charges;
- Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
- use of an Ambulatory Medical Center;
- X-rays;
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices;
- rental of durable medical equipment (such as a wheelchair or a Hospital bed);
- anesthetics (including administration), treatments, transfusions and laboratory tests ordered by the attending Physician;
- blood, blood products and artificial blood products, and the transfusion thereof;
- medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;
- the cost of emergency dental treatment only during a Trip limited to the Maximum Limit.

**Advance Payment:** If an Insured requires 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 Insured's Injury or Sickness that occurs while he or she is on a Trip. Benefits payable are subject to the Maximum Limit for all Emergency Evacuations due to during a Trip.

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

Expenses for Transportation must be:

(a) ordered by the onsite attending Physician who must certify that the severity of the Insured's Injury or Sickness warrants his or her Emergency Evacuation and adequate medical treatment is not locally available; and

(b) authorized in advance by the Travel Insurance Administrator. In the event the Insured's 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 if an onsite attending Physician recommends in writing that an escort accompany the Insured.

**Emergency Evacuation** means:

(a) Transportation from the place where the Insured is Injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and

(b) Transportation from a medical facility to the nearest adequate licensed medical facility to obtain appropriate medical treatment if the onsite attending Physician certifies that additional Medically Necessary treatment is needed but not locally available; and the Insured is medically able to travel; and/or

(c) Transportation to the adequate licensed medical facility nearest the Insured's home to obtain further medical treatment or to recover, after being treated at a local licensed medical facility, and the onsite attending Physician determines that the Insured is medically able to be transported.

## Additional Benefit

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

If the Insured is hospitalized for more than 10 days following a covered Emergency Evacuation, the Company will reimburse the Insured, subject to the limitations set out herein, the expenses for:

1. Return of Children: Return of the Insured's Children, who were accompanying the Insured when the Injury or Sickness occurred, to the Insured's 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 the Insured 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 airfare ticket.

3. Bedside Traveling Companion: The Company will reimburse the Insured for reasonable expenses incurred for Hotel and meals for the Traveling Companion to remain near the Insured. 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 the Insured is discharged from the hospital. For purposes of this benefit, Traveling Companion means the person accompanies the Insured on the Trip.

## Repatriation of Remains

The Company will pay Repatriation Covered Expenses up to the Maximum Limit to return the Insured's body to the City of burial if he/she dies during the Trip.

Covered Expenses include, but are not limited to, the reasonable and customary expenses for: embalming; cremation expenses; the most economical coffins or receptacles adequate for transportation of the remains; and 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 for this benefit to be payable.

**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**
The Company will reimburse the Insured for this benefit for one of the Losses shown in the Table of Losses below if the Insured is Injured while on a Trip. The Loss must occur within 180 days of the date of the accident which caused Injury The Company will pay the percentage shown below of the Maximum Limit. The accident must occur while the Insured is on the Trip and is covered under the Policy.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The 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 |
|---|---|
| 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% |

"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 an Insured being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss must occur within 180 days after the event which caused the exposure.

**DISAPPEARANCE**

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

4. **Additional Benefits**

**Pre-Existing Medical Condition Exclusion Waiver**
The Company will waive the pre-existing medical condition exclusion if the following conditions are met:
(1) This plan is purchased within 3 days of Final Trip Payment;
(2) All Insured's are medically able to travel when this plan cost is paid; and

5. **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 or Traveling Companion while sane;
(b) participation in professional athletic events; motor sport, or motor racing, including training or practice for the same; sky diving, parachuting, hang gliding, bungee cord jumping, heliskiing, spelunking; extreme snow skiing; parkour;
(c) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers, and lead or top-rope anchoring equipment;
(d) war or act of war, whether declared or not, civil disorder, riot, or insurrection;
(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 company;
(g) commission of or attempt to commit a felony by the Insured;
(h) Mental, Nervous or Psychological Disorder;
(i) if the Insured's tickets do not contain specific travel dates (open tickets);
(j) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
(k) military duty;
(l) participation in underwater activities or scuba diving (if depth exceeds 66 feet or more);
(m) any Loss that occurs at a time when this coverage is not in effect;
(n) traveling for the purpose of securing medical treatment;
(o) any Trip taken outside the advice of a Physician;
(p) Elective Treatment and Procedures
(q) **Pre-Existing Medical Condition Exclusion:** The Insurer will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured for 12 months following the Insured's effective date of coverage for which care or treatment was given or recommended by a Physician within the 60 day period ending on the effective date of coverage.

***The following exclusions also apply to Accidental Death and Dismemberment:***
Benefits will not be provided for the following:
(a) loss caused by or resulting directly or indirectly from Sickness or disease of any kind.

6. **Renewability**
This is short term, limited benefit nonrenewable coverage.

7. **Extension of Coverage**

*Per Trip plan*
All coverage will be extended, if:
*(a)* the Insured's entire Trip is covered by the plan; and
(b) the Insured's return is delayed by unavoidable circumstances beyond his/her control.

This extension of coverage will end on the earlier of:
(a) the date the Insured reaches his/her Return Destination; or
(b) 7 days after the date the Trip was scheduled to be completed.

**8. Premiums**

Your premium for this coverage is $XX. Your premiums will not change during the term of your coverage.

Data with respect to the trend of premium increases and decreases is not available at this time.

Berkshire Hathaway Specialty Insurance

# PRIMARY COVERAGE RIDER

## THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Rider is attached to and made part of your insurance plan. It is subject to all of the provisions, limitations and exclusions of the plan.**

**This rider modifies insurance provided under the following plans:**

**Individual Travel Protection Insurance Policy**

The **EXCESS INSURANCE LIMITATION** Paragraph in **EXCLUSIONS & LIMITATIONS** is deleted.

All other terms and conditions remain unchanged.