



Dream. Explore. Travel On.



## FLIGHT INSURE TRAVEL PROTECTION PLAN

FIB-0623 | 06.23

## CONTACT INFORMATION AND IMPORTANT NOTES

### QUESTIONS PRIOR TO YOUR TRIP DEPARTURE?

Travelex Insurance Services

800.819.9004

8:00am – 7:00pm CST, M-F

[customersolutions@travelexinsurance.com](mailto:customersolutions@travelexinsurance.com)

### NEED ASSISTANCE WHILE TRAVELING?

World Travel Protection

844.215.1672 (*within USA & Canada*)

647.775.8042 (*outside USA & Canada*)

[assist@wtpassist.com](mailto:assist@wtpassist.com)

24 Hours a Day, 7 Days a Week

### EXPERIENCE A LOSS AND NEED TO FILE A CLAIM?

Berkshire Hathaway Specialty Insurance

Start Here - File a Claim Online at [travelexinsurance.com](http://travelexinsurance.com)

or

Download 'Travelex Insurance' on Google Play or iTunes

855.205.6054

7:00am – 7:00pm CST, M-F

[travelex.claims@bhspecialty.com](mailto:travelex.claims@bhspecialty.com)

### IMPORTANT NOTES

**Who is Eligible:** A person who has arranged to take a trip, pays the required plan cost and has a primary residence in the United States of America.



## SCHEDULE OF BENEFITS

All benefits are per Insured unless otherwise noted  
All benefits are provided on a primary basis unless otherwise noted

<b>STANDARD COVERAGES</b>		
<b>COVERAGE</b>	<b>SUBLIMIT &amp; STIPULATIONS*</b>	<b>MAXIMUM LIMIT</b>
Flight Accidental Death & Dismemberment		Amount Selected

**Maximum Trip Length Allowed:** 180 Days

**Contact Information**  
 Website: [www.travelexinsurance.com](http://www.travelexinsurance.com)  
 Email: [travelex.claims@bhspecialty.com](mailto:travelex.claims@bhspecialty.com)  
 Telephone: 1.855.205.6054

**Underwritten by:** Berkshire Hathaway Specialty Insurance Company  
 1314 Douglas St Ste 1400  
 Omaha, NE 68102

**\*Any stipulations set forth above may not include all policy terms, conditions and exclusions. Please refer to the policy forms, endorsement, and riders for complete details of coverage and exclusions.**

### SCHEDULE OF FORMS:

- US-TRVL-BHTP2021-SCHED-US-09-2022 Schedule of Benefits
- US-TRVL-BHTP2021-BASE11-US-09-2022 Individual Travel Protection Insurance Policy
- US-TRVL-BHTP2021-ST-AE-ME-07-2022 Maine Amendatory Endorsement



Berkshire Hathaway  
Specialty Insurance

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**  
(A Stock Insurance Company)

## Individual Travel Protection Insurance Policy:

**IMPORTANT**

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

**PLEASE READ THE ENTIRE DOCUMENT CAREFULLY!**

This policy is a legal contract between the Insured and the Company. It is important that the Insured reads the policy carefully. This policy describes all of the rights, duties, and travel insurance benefits underwritten by the Company. Please refer to the Schedule as it provides specific information about the insurance purchased.

**FREE LOOK PERIOD:** The Insured may cancel this insurance by giving the Company or the agent notice within the first to occur of the following: (a) 15 days from the purchase date of the insurance; or (b) the day before the scheduled Departure Date. If this insurance is cancelled, the Company will promptly refund the premium paid provided no Insured has filed a claim under this policy. If a claim is filed during the free look period, the insurance cannot be cancelled and the premium cannot be refunded, regardless of whether the claim is ultimately paid. After the free look period, the insurance is non-cancellable and the premium is non-refundable.

Signed for the Company at its home office:

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## **SECTION I**

### **EFFECTIVE AND TERMINATION DATES**

The policy will be effective at 12:01 a.m. (Standard Time) on the date following payment to the Company of any required premium. Please see the Description of Benefits for coverage requirements.

The policy ends on the earliest of:

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

The policy will be extended, if:

- (a) the Insured's entire Trip is covered by the policy; and
- (b) The Insured requests an extension of coverage prior to the original end date through the Travel Insurance Administrator and pays all required additional premium.

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

## SECTION II

### DESCRIPTION OF BENEFITS

#### FLIGHT ACCIDENTAL DEATH & DISMEMBERMENT

The Company will pay the Insured if, while on the Trip, they suffer an Injury, caused by an accident, that results in permanent disability or their death. The Injury must occur while riding as a passenger in or boarding a Common Carrier aircraft. Any Loss must occur within 365 days of the date of the original accident.

The Company will pay the Insured's estate or beneficiary 100% of the Maximum Limit listed in the Schedule in the event of their death or if the Insured's remains cannot be located within 365 days of the accident.

The Company will pay the Insured 50% of the Maximum Limit listed in the Schedule if an Injury results in the total and permanent loss of vision in one eye, or the full and permanent amputation or paralysis of the Insured's hand or foot. If the accident results in loss of more than one of these, the Company will pay 100% of the Maximum Limit. The Company will not pay more than the Maximum Limit for all Losses due to the same accident.

The minimum benefit for any death or dismemberment is \$500.

Coverage for Accidental Death & Dismemberment and Flight Accidental Death & Dismemberment cannot be combined; the Company will pay the higher of the two limits.

## SECTION III

### DEFINITIONS

(Capitalized terms within this policy are defined herein)

**"Adventure Sports"** means participation in extreme or high-risk activities including but not limited to:

- (a) Professional athletic events;
- (b) Motor sport, or motor racing, including training or practice for the same;
- (c) Caving, spelunking, free climbing or mountain climbing that requires the use of equipment such as; pick-axes, anchors, bolts, crampons, carabineers, and lead or top-rope anchoring or other specialized equipment;
- (d) Free diving or scuba diving at a depth greater than 60 feet or without a dive master.
- (e) Operating or learning to operate any aircraft, as student, pilot, or crew;
- (f) Skydiving, BASE jumping, bungee jumping, zip lining, hang gliding or parachuting or air travel on any air-supported device, other than a regularly scheduled airline or air charter;

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

**"Common Carrier"** means an air, land, sea conveyance operated under a license for the transportation of passengers for hire and for which the Insured's ticket was purchased through the Travel Supplier. Common Carrier does not include:

- (a) Rental vehicle companies;
- (b) Private, chartered, or non-commercial transportation carriers or
- (c) Local, commuter, or other public transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, ride share, or other such carriers)

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

**“Departure Date”** means the date on which the Insured is originally scheduled to leave on their Trip. This date is specified in the Travel Documents.

**“Destination”** means any place where the Insured expects to travel to on their Trip other than Return Destination as specified in the Travel Documents.

**“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 from Loss covered by this policy. The injury must be verified by a Physician.

**“Insured”** means a person:

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

**“Loss”** means an incident, injury or damage sustained by the Insured as a direct result of an Unforeseen event. Loss does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages. Loss also does not include any form of consequential, incidental, or indirect damages or injury.

**“Mental 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, or veterinary services acting within the scope of their license. The treating physician cannot be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

**“Policy Effective Date”** means 12:01 a.m. (Standard Time) on the date following payment to the Company of any required premium.

**“Primary Residence”** means an Insured’s fixed, permanent and main home for legal and tax purposes.

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

**“Return Destination”** means the place to which the Insured expects to return from their Trip as shown in the application.

**“Schedule”** means the Schedule of Benefits which is shown at the beginning of the policy.

**“Sickness”** means an illness or disease diagnosed or treated by a Physician after the Insured’s Policy Effective Date.

**“Standard Time”** means the time zone based on the zip code entered during purchase.

**“Travel Documents”** means the receipt, ticket, itinerary or other confirmation provided by travel agency or Travel Supplier.

**“Travel Insurance Administrator”** means the administrator shown in the Insured’s confirmation letter.

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

**“Trip”** means a period of travel away from home to a Destination outside the Insured’s City of residence and;

- (a) the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind;
- (b) the Trip has defined Departure and Return Dates supported by Travel Documents prior to the time of departure;
- (c) the Trip does not exceed the Maximum Trip Length Allowed listed in the Schedule;
- (d) and travel is primarily by personal automobile or Common Carrier.

**“Unforeseen”** means not anticipated or expected and occurring after the Policy Effective Date.

## SECTION IV

### EXCLUSIONS AND LIMITATIONS

#### GENERAL EXCLUSIONS

This policy does not cover any Loss caused by or resulting from:

- (a) Intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured;
- (b) Adventure Sports, unless otherwise covered under the policy;
- (c) War (whether declared or not) or act of war;
- (d) Civil disorder, riot, insurrection or unrest;
- (e) Any unlawful acts attempted or committed by the Insured;
- (f) Mental or Psychological Disorders;
- (g) the Insured being under the influence of drugs or narcotics, unless administered upon the advice of a Physician;  
or
- (h) intoxication of the Insured.

The policy does not cover any Loss that occurs:

- (i) at a time when this policy is not in effect;
- (j) while Traveling for the purpose of securing medical treatment;
- (k) while on a Trip taken outside the advice of a Physician; or
- (l) on a Trip less than 100 miles from the Insured’s Primary Residence.

***The following exclusion also applies to Flight Accidental Death & Dismemberment:***

This policy does not cover any Loss caused by or resulting from a Sickness.



## SECTION V

### CLAIMS INFORMATION

#### How to Make a Claim

Before filing a claim, please review the policy detail and the Schedule to determine if the Loss meets the criteria for a covered claim. Please note not every Loss is covered, even if it is due to something sudden, unexpected, or out of the Insured's control. The Insured is encouraged to file a claim as each claim is reviewed individually on its own merit by a licensed claim adjuster. Contact the Travel Insurance Administrator or an agent of the Company to start the claims process. Please refer to the Schedule for the claims contact information for the policy.

#### Proof of Loss

As with any insurance, the Insured is responsible for proving the Loss. The Company requires the following:

- (a) Notify the Travel Insurance Administrator or the Company of the claim as soon as reasonably possible and no later than within one year of the date of Loss (except as otherwise allowed by law). If the claim is not filed within this time, the Company will not invalidate or reduce the claim unless the delay impairs the Company's rights;
- (b) The Insured must make all reasonable efforts to minimize the Loss including without limitation making reasonable efforts to start, catch up to, or continue the Trip; and promptly notifying the Travel Suppliers upon canceling or interrupting the Trip, including being advised to cancel or interrupt the Trip by a Physician;
- (c) Provide a signed, sworn proof of Loss upon request;
- (d) Provide all requested documentation (including without limitation proof of payment for claimed Losses, statements and records from treating Physicians, police reports, and information from Travel Suppliers);
- (e) Cooperate in the investigation of the claim; and
- (f) If requested, submit to examination under oath and/or provide a sworn affidavit.

## SECTION VI

### GENERAL PROVISIONS

#### Entire Contract; Changes

This policy, Schedule, 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 executive 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.

#### Recovery

The Company has the right to recover any amount the Insured received from the Company that exceeds the total amount of the Loss, unless prohibited by law.

#### 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 or the Insured's religious beliefs.

**Benefits Payable**

All benefits are payable to the first named Insured on the policy or a party the Insured designates in writing to the Company. Benefits are limited to the amount of the Loss and are subject to the applicable limit of liability and any deductible stated in the Schedule. If the Insured dies, benefits will be paid to the Insured's estate unless one or more beneficiaries has been designated. If more than one beneficiary is designated, benefits will be paid to each named beneficiary in equal shares (unless designated otherwise). Except as described here, there are no other beneficiaries of any of the benefits under this policy. All dollar amounts described in this policy are expressed in U.S. dollars. The Insured will not be reimbursed twice for the same expense. For example, the Insured cannot be reimbursed for the same expense under both Travel Delay and Trip Interruption coverages.

**Sanctions**

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 or the Travel Insurance Administrator representative.

**Assignment**

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

**Resolving Disputes**

If the Insured disagrees with the decision about a claim, they can request to go to arbitration. If the Company agrees, the Insured can submit a dispute to desk arbitration at least 60 days from the date of that decision, but not more than six years after the date the claim was denied in whole or in part. No action may be brought against the Company unless the Insured has complied with all applicable provisions of this policy and such action is started within six years of the date the claim was denied in whole or in part.

**Fraud and Misrepresentation**

The Insured is responsible for all statements or other representations they make. Any materially misleading or inaccurate information in any statements or representations from the Insured may result in the Company canceling the policy or reducing benefits, or the Company may use them to defend the decision about a claim. Fraud is illegal and may subject the Insured to criminal prosecution and civil penalties. The Company will deny the claim if the Insured or someone acting on their behalf:

- (a) Makes any false statements or statements that are deliberately misleading or deceptive;
- (b) Conceals or misrepresents any material fact; or
- (c) Otherwise attempts or commits fraud.

**Duplicate Coverage**

If the Insured is covered by another insurance policy that the Travel Insurance Administrator has issued with the same or similar coverage, the Company will pay no more than the highest amount of coverage payable under any one insurance policy. The Travel Insurance Administrator will also refund any premium paid for duplicate coverage.

**Changes and Cancellation**

The Insured may request changes to the policy by notifying the Travel Insurance Administrator. A request to change the return date may be made at any time prior to the Return Date. All other changes to the policy must be requested prior to the original Departure Date. If the change results in an increase in premium, the additional premium must be paid. Any decrease in premium, as a result of the change, will be refunded. Any change will be effective upon approval by the Travel Insurance Administrator and collection of any additional premium due. As noted above, the Travel Insurance Administrator will refund the premium if the policy is canceled within 15 days of the original purchase, the Trip has not started, and a claim has not been initiated. After this 15-day period, the premium is nonrefundable.

**Subrogation**

When someone is responsible for the Loss, the Company has the right to recover any payments made to the Insured or someone else in relation to the claim, as permitted by law. In such case, the Company may require any person receiving payment to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing the Company to do so. Everyone eligible to receive payment for a claim submitted must cooperate with this process and must refrain from doing anything that would adversely affect the Company's rights to recover payment.

**Travel Requirements**

The Insured is responsible for meeting all requirements to travel, including obtaining required travel authorizations/documentation (for example, passports or visas), immunizations and medical supplies/equipment (including verifying that supplies/equipment meet the Travel Supplier's requirements), and anything else required for the Trip.

**Waiver or Amendment**

No one has the right to describe the policy any differently than is described here or to change or waive any of its provisions.



## MAINE AMENDATORY ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SECTION II DESCRIPTION OF BENEFITS

- I. If the Emergency Medical Expense benefit is included in the policy, the following provision is added:

The Company will provide a minimum benefit amount of not less than \$50 per day and not less than 31 days during any one period of confinement for each person insured under the policy.

- II. If the Accidental Death & Dismemberment or Flight Accidental Death & Dismemberment benefit is included in the policy, the following provision is added:

Accidental death and double dismemberment amounts under the policy shall be at least \$ 2,000 and a single dismemberment shall be at least \$1,000

### SECTION III DEFINITIONS

- I. If included in the policy, the definition of **Sickness** is replaced by the following:

*"Sickness"* means an illness or disease of an Insured.

### SECTION VI GENERAL PROVISIONS

- I. The following provision is added to the policy:

#### **Cancellation of the Policy**

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

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

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

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

- (a) nonpayment of premium;
- (b) fraud or material misrepresentation made by or with the knowledge of the Insured in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
- (c) substantial change in the risk which increases the risk of Loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
- (d) failure to comply with reasonable loss control recommendations;
- (e) substantial breach of contractual duties, conditions or warranties; or
- (f) determination by the superintendent that the continuation of a class or block of business to which the Policy belongs will jeopardize the Company's solvency or will place the Company in violation of the insurance laws of Maine or any other state.

The Company will mail the notice of cancellation to the Insured's last mailing address known to the Company. A post office certificate of mailing to the Insured will be conclusive proof of receipt of notice on the 3rd calendar day after mailing. The notice of cancellation will state the effective date of cancellation and the reason for the cancellation. If this Policy is cancelled, the Company will send the Insured any premium refund due. Refunds will be calculated on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund.

All other terms and conditions of the Policy remain unchanged.

## **ASSISTANCE SERVICES\***

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

### **Travel Medical Assistance**

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

### **Worldwide Travel Assistance**

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

### **Emergency Assistance**

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

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

#### **Concierge Services**

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

\*Non-insurance services are provided by World Travel Protection.