

# BHTP

**BERKSHIRE HATHAWAY  
TRAVEL PROTECTION**



# ExactCare Value<sup>®</sup>

**Travel Insurance Plan**



Berkshire Hathaway  
Specialty Insurance

## SCHEDULE OF BENEFITS

All benefits are per Insured unless otherwise noted  
This policy contains an Excess Provision

| STANDARD COVERAGES                             |                                                                                                                             |                                                        |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| COVERAGE                                       | SUBLIMIT & STIPULATIONS*                                                                                                    | MAXIMUM LIMIT                                          |
| Trip Cancellation                              |                                                                                                                             | 100% of Insured Trip Cost, up to a maximum of \$20,000 |
| Trip Interruption                              |                                                                                                                             | 100% of Insured Trip Cost, up to a maximum of \$20,000 |
| Trip Delay                                     | Minimum delay of 12 hours<br>Daily Limit of \$100                                                                           | \$500                                                  |
| Baggage & Personal Effects                     | \$50 deductible<br>\$500 for first item<br>\$250 per each additional item<br>\$500 aggregate for items shown in the benefit | \$750                                                  |
| Baggage Delay                                  | Minimum delay of 24 hours                                                                                                   | \$200                                                  |
| Emergency Medical Expense                      | Dental coverage limit: \$500                                                                                                | \$15,000                                               |
| Emergency Evacuation & Repatriation of Remains | Escort coverage limit: \$25,000                                                                                             | \$150,000                                              |

| EARLY PURCHASE BENEFITS                                                                                                                     |                                                                                                     |                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| (Only apply if policy purchased within Early Purchase Window and other stipulations* are met)                                               |                                                                                                     |                                                                                                                   |
| EARLY PURCHASE WINDOW:                                                                                                                      |                                                                                                     | Within 15 days of Initial Trip Payment                                                                            |
| "Initial Trip Payment" means the date the first payment is made to a Travel Supplier or travel agent toward the cost of the Insured's Trip. |                                                                                                     |                                                                                                                   |
| COVERAGE                                                                                                                                    | SUBLIMIT & STIPULATIONS*                                                                            | MAXIMUM LIMIT                                                                                                     |
| Financial Default                                                                                                                           | Default occurs more than 14 days following policy effective date                                    | 100% of insured Trip Cost, up to a maximum of \$20,000                                                            |
| Pre-Existing Medical Condition Exclusion Waiver                                                                                             | All Trip Costs are insured<br>The Insured must be medically able to travel when policy is purchased | Trip Cancellation/Interruption coverage will be limited to 100% of insured Trip Cost, up to a maximum of \$20,000 |

### AVAILABLE UPGRADES

(Only apply if elected and additional premium is paid)

#### EARLY PURCHASE WINDOW:

*"Initial Trip Payment"* means the date the first payment is made to a Travel Supplier or travel agent toward the cost of the Insured's Trip.

| COVERAGE                              | SUBLIMIT & STIPULATIONS* | MAXIMUM LIMIT       |
|---------------------------------------|--------------------------|---------------------|
| Car Rental Collision Coverage Upgrade | \$100 deductible         | \$35,000 per Policy |

#### Pre-existing Medical Condition Look back period

Prior to the Policy Effective Date:

180 Days

Maximum Trip Length Allowed:

60 Days

#### Contact Information:

Website: [www.bhtp.com](http://www.bhtp.com)

Email: [travel.claims@bhspecialty.com](mailto:travel.claims@bhspecialty.com)

Telephone: 1.855.487.1745

#### Underwritten by:

Berkshire Hathaway Specialty Insurance Company

1314 Douglas St Ste 1400

Omaha, NE 68102

Telephone: 402.916.3000

**\*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-BASE4-US-09/2022 Individual Travel Protection Insurance Policy:

US-TRVL-BHTP2021-STD-CFDEST-US-11/2021 DESTINATION RIDER

US-TRVL-BHTP2021-STD-CFTER-US-11/2021 TERRORIST INCIDENT RIDER

US-TRVL-BHTP2021-STD-EXCESS-US-11/2021 EXCESS COVERAGE RIDER

US-TRVL-BHTP2021-EP-PXDEF-US-11/2021 PRE-EXISTING MEDICAL CONDITION WAIVER & FINANCIAL DEFAULT

EARLY PURCHASE RIDER

US-TRVL-BHTP2021-UP-CRCC-US-07/2022 CAR RENTAL COLLISION UPGRADE ENDORSEMENT

US-TRVL-BHTP2021-ST-AE-FL-06/2023 FLORIDA AMENDATORY ENDORSEMENT

US-TRVL-BHTP2021-ST-DOI-FL-11/2021 FLORIDA IMPORTANT NOTICE



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's return is delayed by one of the Unforeseen Covered Events specified under Trip Cancellation and Interruption or Trip Delay; or
- (c) 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.

**Medical and Evacuation Extension of Coverage:** If the Insured or Traveling Companion is Hospitalized beyond the date coverage ends, due to an Injury or Sickness that first occurred during the course of the Trip, coverage under the Emergency Medical Expense and Emergency Evacuation & Repatriation of Remains benefits will be extended until the Insured or Traveling Companion is released from the Hospital or until the maximum benefit as listed in the Schedule is paid.

**Baggage Extension of Coverage:** If an Insured's Baggage, passports, or visas are in the charge of a Common Carrier and delivery is delayed, coverage for Baggage and Personal Effects will be extended to the earliest of:

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

Extension of all other coverages will end on the earliest of:

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

## SECTION II

### DESCRIPTION OF BENEFITS

#### TRIP CANCELLATION

The Company will reimburse for the Forfeited, pre-paid Trip Costs up to the Maximum Limit shown in the Schedule if the Insured's Trip is cancelled prior to the scheduled Departure Date and time for an Unforeseen Covered Event listed below. If the Insured has part of their trip cancelled or changed, prior to the scheduled departure date and time, the Company will reimburse for:

- (a) Additional transportation expenses to reach the original Trip Destination; and
- (b) Unused portion of the non-refundable pre-paid insured Trip Costs.

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

#### TRIP INTERRUPTION

The Company will reimburse up to the Maximum Limit shown in the Schedule if the Insured's Trip is interrupted after the scheduled Departure Date and time for an Unforeseen Covered Event listed below. The benefit will be limited to the:

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

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

**Single Occupancy Benefit:** If the Insured prepaid for shared accommodations and their Traveling Companion cancels their Trip due to one or more of the Unforeseen Covered Events, the Company will reimburse any additional accommodation fees the Insured is required to pay.

#### SPECIAL NOTIFICATION OF CLAIM

The Insured must notify the Travel Supplier and the Travel Insurance Administrator or an agent of the company 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 Supplier 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.

**UNFORESEEN COVERED EVENTS:****Medical / Health**

- (a) Injury or Sickness:
  - (1) Occurring to the Insured or a Traveling Companion that is so disabling as to cause a reasonable person to cancel or interrupt their Trip, or which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing continued participation in the Trip;
  - (2) Occurring to a Family Member not traveling that is considered life-threatening, as certified by a Physician or they require the Insured's immediate care. Such disability must be so disabling as to reasonably cause a Trip to be canceled or interrupted and must be certified by a Physician;
  - (3) Occurring to a Business Partner that is so disabling as to cause a reasonable person to cancel or interrupt their Trip to assume daily management of the business. Such disability must be certified by a Physician.
- (b) Death of the Insured, Traveling Companion, Family Member, or Business Partner.
- (c) The Insured or Traveling Companion, or their Child, is Quarantined.

**Environment**

- (a) Inclement Weather which causes delay or cancellation of travel;
- (b) The Insured's, or a Traveling Companion's Primary Residence being made Uninhabitable by Natural Disaster, Named Storm, vandalism, or burglary;

**Other**

- (a) The Insured or a Traveling Companion is directly involved in a traffic accident (not including a mechanical breakdown), while en route to the Insured's Destination. The traffic accident must be substantiated by a police report;
- (b) The Insured or a Traveling Companion is a traveler on a hijacked aircraft, train, vehicle or vessel;
- (c) The Insured or a Traveling Companion is legally required to attend a legal proceeding during the Trip, provided the attendance is not in the course of their occupation;
- (d) The Insured or a Traveling Companion is called to active military service or as a reservist, or military leave is revoked or reassigned. The military leave for the dates of travel must have been approved prior to the Policy Effective Date;
- (e) The Insured, a Traveling Companion, or parent or legal guardian if the Insured is a Child, through no fault of his or her own is involuntarily terminated or laid off for more than 30 days. To qualify he or she must have been an active employee for the employer for at least 1 continuous year. Termination must occur following the Policy Effective Date. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- (f) The Insured, a Traveling Companion, or parent or legal guardian if the Insured is a Child, has an involuntary employer-initiated transfer of 100 or more miles which requires the Insured's Primary Residence to be relocated; provided that he or she has been an active employee with the same employer for at least 1 continuous year. Notification of the transfer by the employer to the Insured must occur after the Policy Effective Date;

### TRIP DELAY

The Company will reimburse up to the Maximum Limit shown in the Schedule if the Insured's Trip is delayed at least the number of consecutive hours shown in the Schedule from the scheduled gate departure time that prevents the Insured from reaching the intended Destination or Return Destination for one of the Unforeseen events listed below:

- (a) The Insured's or a Traveling Companion's passports, Travel Documents, or money are lost or stolen;
- (b) Unforeseen Covered Events listed under Trip Cancellation and Interruption

The Company will reimburse for only one delay per Trip. In the case of multiple delays, the Company will reimburse the delay with the largest expenses.

The Trip Delay benefit will cover Reasonable Additional Expenses, accompanied by receipts, until travel becomes possible to the originally scheduled Destination or Return Destination.

### BAGGAGE & PERSONAL EFFECTS

The Company will reimburse up to the Maximum Limit shown in the Schedule, subject to the limitations below, if the Insured's Baggage, personal effects, passports, Travel Documents, sporting or golf equipment, or visas are lost, damaged, or stolen during the Trip. The Company will reimburse the lesser of:

- (a) the price paid at the time of original purchase or
- (b) the cost of replacement.

#### Special Limitations:

The Company will cover up to the maximum amount indicated for the following:

1. The amount shown in the Schedule for the first item
2. The amount shown in the Schedule per each additional item
3. The Aggregate amount shown in the Schedule for all Losses to: jewelry, watches, furs, and electronic devices.

No benefits are payable for items over \$150 if not accompanied by original receipts.

### BAGGAGE DELAY

The Company will reimburse up to the Maximum Limit shown in the Schedule if while on the Trip the Insured's Baggage is delayed or misdirected by the Common Carrier for at least the number of consecutive hours shown in the Schedule. The Baggage Delay benefit will cover for the purchase of Necessary Personal Effects, accompanied by receipts, until the Insured's Baggage is return to the Insured.

This benefit does not apply if Baggage is delayed after the Insured has reached the Return Destination.

## EMERGENCY MEDICAL EXPENSE

The Company will reimburse for Reasonable and Customary Charges, up to the Maximum Limit shown in the Schedule, if the Insured suffers an Injury or Sickness that requires them to be treated by a Physician. The Injury must first occur or the Sickness must first begin while on the Trip. The Company will reimburse Medically Necessary covered expenses determined by the treating Physician which are incurred to treat such Injury or Sickness during the course of the Trip. Coverage for Emergency Medical Expenses does not apply if treatment or expenses are incurred after the Insured has reached their Return Destination, regardless of the reason.

### Covered Expenses:

The Company will reimburse the Insured for:

- Services of a Physician, Dentist, or registered nurse (R.N.);
- Hospital charges;
- X-rays;
- Local ambulance services to and/or from a Hospital; and
- Artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices.

The Company will also reimburse the Insured for the cost of emergency dental treatment during a Trip, up to the Dental coverage Limit shown in the Schedule.

**Advance Payment:** If the 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 & REPATRIATION OF REMAINS

The Company will pay for Covered Emergency Evacuation Expenses incurred due to an Injury or Sickness that occurs to the Insured while on a Trip, up to the Maximum Limit shown in the Schedule. In the event of death, the Company will pay for Covered Repatriation Expenses up to the Maximum Limit shown in the Schedule to return the Insured's body to the City of burial.

**Special Limitation:** In the event the Travel Insurance Administrator could not be contacted to arrange for Emergency Evacuation or Repatriation of Remains, benefits are limited to the amount the Company would have paid had the Company or its authorized representative been contacted.

**Covered Emergency Evacuation Expenses** are the Reasonable and Customary Charges for necessary transportation, related medical services and medical supplies incurred in connection with an Emergency Evacuation. All transportation arrangements made for evacuation must be by the most direct and economical route possible and required by the standard regulations of the transporting conveyance. If possible, the Insured's Common Carrier tickets will be used.

Expenses for transportation must be:

- (a) Ordered by the onsite attending Physician who must certify that the severity of the Injury or Sickness warrants an Emergency Evacuation and adequate medical treatment is not locally available; and
- (b) Authorized in advance by the Travel Insurance Administrator. In the event the Injury or Sickness prevents prior authorization of the Emergency Evacuation, the Travel Insurance Administrator must be notified as soon as reasonably possible.

The Company will also pay a benefit for reasonable and customary expenses incurred for an escort's transportation and accommodations subject to the Escort Maximum Limit shown in the Schedule if an onsite attending Physician recommends an escort in writing.

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

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

**ADDITIONAL BENEFITS**

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

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

- (a) Return of Children: Return of 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.
- (b) Bedside Traveling Companion: The Company will reimburse the Insured for reasonable expenses incurred for Lodging and meals 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 discharge date from the hospital.
- (c) Bedside Visit: If the Insured is alone the Company will reimburse the Insured for the transportation costs to bring one person, chosen by the Insured, to and from the medical facility where the Insured is confined. The payment will not exceed the cost of one round-Trip economy airfare ticket.

**Covered Repatriation Expenses** are the reasonable and customary expenses for

- (a) embalming;
- (b) cremation;
- (c) The most economical coffins or receptacles adequate for transportation of the remains; and
- (d) Transportation of the remains, by the most direct and economical conveyance and route possible. This coverage ends when the body is returned to the City of burial.

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

### 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;

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

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

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

***“Children” or “Child”*** means someone who is under age 26 and primarily dependent on the Insured for support and maintenance. They must also be the Insured’s;

- child,
- step-child,
- grandchild,
- step-grandchild,
- foster child,
- ward or legal ward, or
- legally adopted child in the custody of the Insured or pursuant to an interim court order of adoption.

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

***“Cohabitant”*** means a person the Insured currently lives with and has lived with for at least 12 consecutive months and who is at least 18 years old. The Insured must be able to show evidence that they have lived together for 12 consecutive months.

**"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.

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

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

**"Dentist"** means a licensed dental care provider practicing within the scope of his or her license and rendering dental care and treatment to the Insured which is appropriate for the condition.

**"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.

**"Domestic Partner"** means a person 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; and
- (b) Shares financial assets and obligations with the Insured.

The Company may require proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**"Epidemic or Pandemic"** means a contagious disease recognized or referred to as an Epidemic or Pandemic by a representative of the World Health Organization (WHO) or an official government authority with the authority to make such a declaration, including, but not limited to, the governing body or governmental entity with authority over any location affected by such pandemic or any location to which this insurance applies. If the Insured, Traveling Companion, Family Member, or Business Partner is infected this will be treated as a Sickness.

**"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 to be research or experimental or that is not recognized as a generally accepted medical practice.

***“Experimental or Investigative”*** means treatments, devices or prescription medications which are recommended by a Physician, but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies:

- (a) That are not recognized as accepted medical practice, and
- (b) Any item(s) which require federal or other governmental agency approval, but has not received such approval at the time services are rendered.

The Company will consult with the treating Physician and licensed medical professionals as well as internal and external doctors on an as needed basis to determine if the above treatments, devices or prescriptions are Experimental or Investigative.

***“Family Member”*** means the Insured’s, or Traveling Companion’s

- spouse, civil union partner or Domestic Partner,
- child, step-child, grandchild, step-grandchild, foster child, ward or legal ward,
- sibling or step-sibling,
- parent or step-parent,
- grandparent or step-grandparent,
- aunt, uncle, step-aunt or step-uncle,
- parent-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law,
- niece or nephew,
- legal guardian,
- Cohabitants,
- Caregiver,
- Service animals (as defined by the Americans with Disabilities Act)

Family Member also includes the above relations to the Insured’s or Traveling Companion’s, spouse, civil union partner or Domestic Partner. Family Member also includes the spouse, civil union partner, or Domestic Partner of any of the above.

***“Financial Default”*** means the total cessation or partial suspension of operations due to its financial condition, with or without the filing of a bankruptcy petition.

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

***“Hospital”*** means a facility that:

- (a) Is operated according to law for the care and treatment of sick or Injured people;
- (b) Has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (c) Has 24 hour nursing service by registered nurses (R.N.’s); and
- (d) Is supervised by one or more Physicians available at all times.

A Hospital does not include:

- (a) A nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- (b) A facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the hospital that is used for such purposes; or
- (c) Any military or veterans hospital or soldiers home or any hospital contracted for or operated by a national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

***“Inaccessible”*** means an Insured cannot reach their Destination by the original mode of transportation. Or there is a government issued mandatory evacuation order in effect within 3 days prior to the Departure Date.

***“Inclement Weather”*** means any severe weather condition, other than a Named Storm, which delays the scheduled arrival or departure of a Common Carrier or prevents the Insured from reaching their Destination when traveling by a rented or owned 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 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.

***“Lodging”*** means any establishment used for the purpose of temporary, overnight accommodations for which a fee is paid and reservations are required.

***“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.

***“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 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.

**“Named Storm”** means a cyclone, hurricane, typhoon or similar storm as designated by the National Oceanic and Atmospheric Administration (NOAA) or foreign equivalent.

**“Natural Disaster”** means a flood, tornado, earthquake, volcanic eruption, tsunami, 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. Necessary Personal Effects do not include jewelry, perfume or alcohol.

**“Normal Pregnancy”** means a pregnancy that is free of Complications of Pregnancy. The pregnancy ends when the Physician advises the Insured can resume normal activity.

**“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.

**“Pre-existing Medical Condition”** means a condition for which the Insured, Traveling Companion, Family Member, or Business Partner has, within the period listed in the Schedule and ending on the Insured’s coverage Policy Effective Date;

- (a) Had symptoms which would have prompted a reasonable person to seek medical advice or treatment; or
- (b) Received medical advice or treatment; or
- (c) Been required to take 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.

A dependent child born or placed for adoption while this coverage is in force and any condition from which death ensues will not be considered a Pre-Existing Medical Condition.

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

**“Quarantined”** means a period of medically imposed isolation that is issued by the treating Physician to stop the spread of a contagious disease or Sickness to which they have been diagnosed with or exposed to.

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

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

- (a) Are charged for treatment, supplies, or medical services Medically Necessary to treat the Insured’s condition;
- (b) Do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
- (c) Do not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary Charges exceed the actual amount charged.

**"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.

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

**"Trip"** means a period of travel away from home to a Destination outside the Insured's City of residence 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.

**"Trip Cost"** means the dollar amount of Trip payments or deposits paid by the Insured prior the Insured's Trip Departure Date which is subject to cancellation penalties or restrictions. Trip cost will also include the cost of any subsequent payments for the same Trip. Trip Cost includes any redeposit fees for frequent traveler awards.

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

**"Uninhabitable"** means

- (a) The building structure itself is unstable and there is a risk of collapse in whole or in part; or
- (b) There is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; or
- (c) Immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; or
- (d) The rental property is without electricity, gas, sewer service or water.

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

## SECTION IV

### EXCLUSIONS AND LIMITATIONS

#### GENERAL EXCLUSIONS

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

- (a) Intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured;
- (b) Normal Pregnancy of the Insured or the Traveling Companion or, their spouse or Domestic Partner, unless otherwise covered under the policy;
- (c) Childbirth of the Insured, a Traveling Companion or a Family Member, unless otherwise covered under the policy;
- (d) Adventure Sports, unless otherwise covered under the policy;
- (e) War (whether declared or not) or act of war;
- (f) Civil disorder, riot, insurrection or unrest;
- (g) Any unlawful acts attempted or committed by the Insured;
- (h) An Epidemic or Pandemic, unless otherwise covered under the policy;
- (i) Any government regulation or prohibition, including but not limited to general stay at home orders, any health advisory orders or self-isolation orders;
- (j) Mental or Psychological Disorders, unless otherwise covered under the policy;
- (k) the Insured's Travel Documents do not contain specific Departure and Return Dates;
- (l) the Insured being under the influence of drugs or narcotics, unless administered upon the advice of a Physician;
- (m) intoxication of the Insured; or
- (n) Pre-existing Medical Conditions, unless otherwise covered under the policy.

The policy does not cover any Loss that occurs:

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

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

Unless otherwise provided by this policy, benefits will not be provided for any Loss resulting from:

- (a) Travel arrangements canceled by an airline, cruise line, or tour operator, except as provided elsewhere in the policy;
- (b) Changes in plans by the Insured, a Family Member, or Traveling Companion, for any reason;
- (c) Financial circumstances of the Insured, a Family Member, or a Traveling Companion;
- (d) Any business or contractual obligations of the Insured, a Family Member, or Traveling Companion;
- (e) Failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements or to refund money due the Insured; or
- (f) Financial Default of any person, organization, agency, Travel Supplier or firm.

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

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

- (a) Animals, rodents, insects or vermin;
- (b) Bicycles (except when checked with a Common Carrier);
- (c) Motor vehicles, aircraft, boats, boat motors, ATV's and other conveyances;
- (d) Artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
- (e) Keys, notes, securities, accounts, currency, deeds, food stamps, bills, credit cards, or other evidences of debt, or tickets;
- (f) Money, stamps, stocks and bonds, postal or money orders;
- (g) Property shipped as freight, or shipped prior to the Departure Date;
- (h) Property used in trade, business or for the production of income;
- (i) Contraband, illegal transportation or trade;
- (j) Items seized by any government, government official or customs official;
- (k) Defective materials or craftsmanship;
- (l) Normal wear and tear;
- (m) Deterioration.

***The following exclusions also apply to the Emergency Medical Expense Benefit:***

Unless otherwise provided by this policy, benefits will not be provided for the following:

- (a) Routine physical examinations;
- (b) Mental health care;
- (c) Replacement of hearing aids, eye glasses, contact lenses, sunglasses;
- (d) Routine dental care;
- (e) Any service provided by the Insured, a Family Member, or Traveling Companion;
- (f) Elective Treatment And Procedures;
- (g) Experimental or Investigative treatment or procedures;
- (h) Care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease.

## 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.



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## DESTINATION RIDER

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

### SECTION II DESCRIPTION OF BENEFITS

- I. The following is added to Description of Benefits, Unforeseen Covered Events; Other  
The Destination being made Uninhabitable or Inaccessible by Natural Disaster, vandalism, or burglary;

A Named Storm causing cancellation or interruption of travel to the Insured's Destination that is

Inaccessible or Uninhabitable. A Named Storm becomes foreseeable on the date it is named by the National Oceanic and Atmospheric Administration (NOAA) or foreign equivalent. The Company will only pay benefits for Losses occurring more than 14 days from the Policy Effective Date and within 30 days after the Named Storm makes the Destination Uninhabitable or Inaccessible;

All other terms and conditions remain unchanged.



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## TERRORIST INCIDENT RIDER

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

### SECTION II DESCRIPTION OF BENEFITS

- I. The following is added to Description of Benefits, Unforeseen Covered Events; Other  
  
a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the scheduled arrival or during the Trip;

### SECTION III DEFINITIONS

- I. For purposes of this rider, the following definition applies:  
  
**"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.

All other terms and conditions remain unchanged.



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## EXCESS COVERAGE RIDER

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

### SECTION IV EXCLUSIONS & LIMITATIONS

- I. The following provision is added:

#### **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.

All other terms and conditions remain unchanged.



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## **PRE-EXISTING MEDICAL CONDITION WAIVER & FINANCIAL DEFAULT EARLY PURCHASE RIDER**

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

This rider applies only if this policy is purchased within the Early Purchase Window as listed on the Schedule.

### **PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

The Company will waive the pre-existing medical condition exclusion, found in Section IV Exclusions and Limitations, if all of the following conditions are met:

- (1) This policy is purchased within the Early Purchase Window;
- (2) The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase;
- (3) The costs of any subsequent arrangements added to the same Trip are insured within the timeframe in the Early Purchase Window; and
- (4) All Insureds are medically able to travel when the policy is purchased.

Coverage will be limited to the Pre-Existing Medical Condition Exclusion Waiver Maximum Benefit shown in the Schedule.

### **SECTION II DESCRIPTION OF BENEFITS**

- I. The following is added to Description of Benefits, Unforeseen Covered Events; Other

The Financial Default of a Travel Supplier, provided all of the following conditions are met:

- (1) This policy is purchased within the Early Purchase Window; and
- (2) The default occurs more than 14 days following the Policy Effective Date.

The Company will reimburse for the Forfeited, pre-paid Trip Costs up to the Maximum Limit for Financial Default shown in the Schedule. If the Insured books with a comparable Travel Supplier, the Company will pay for the additional expenses to book with the new Travel Supplier.

The Company will not cover Losses resulting from a Financial Default of any person, organization, agency, Travel Supplier, or firm that directly procured travel arrangements for the Insured.

All other terms and conditions remain unchanged.



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## CAR RENTAL COLLISION UPGRADE ENDORSEMENT

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

This endorsement applies only if the Insured has elected this coverage and premium has been paid.

### SECTION II DESCRIPTION OF BENEFITS

- I. The following benefit is added:

#### CAR RENTAL COLLISION COVERAGE

The Company will reimburse up to the Maximum Limit shown in the Schedule, subject to the Deductible, if the Insured rents a vehicle while on a Trip and the vehicle is damaged due to collision, vandalism, windstorm, fire, hail or flood, while in their 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.

Coverage is provided to the Insured and their Traveling Companion, provided they are a licensed driver 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.

### SECTION III DEFINITIONS

- I. For purposes of this endorsement, the following definitions apply:

***“Actual Cash Value”*** means the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged. For purposes of this definition, physical depreciation means a value as determined according to standard business practices.

***“Deductible”*** means the amount of charges that must be incurred by an Insured before benefits become payable.

***“Rental Return Date”*** means the return date listed on the Rental Car Agreement.

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

***“Rented Vehicle”*** means an automobile or other vehicle designed for use on public roads that the Insured has rented for the period of time shown in a rental car agreement for use on the Trip. Rental Vehicles do not include:

- (a) Heavy duty trucks or moving vans;
- (b) Campers, trailers, or recreational vehicles;
- (c) Motorcycles or motorbikes;
- (d) Snowmobiles, kit-cars, or all-terrain vehicles;
- (e) Vehicles when used off-road;
- (f) Vehicles that are more than 10 years old;
- (g) Vehicles that seat more than nine persons, including the driver;
- (h) Vehicles that do not have to be licensed or are not legal where used;
- (i) Vehicles that are rented for commercial or for-hire purposes, including limousines; and
- (j) Vehicles that have a manufacturer’s suggested retail price of more than \$75,000.

## SECTION IV EXCLUSIONS & LIMITATIONS

- I. For the purposes of this endorsement, the following is added:

***The following exclusions also apply to Car Rental Collision Coverage:***

Unless otherwise provided by this policy benefits will not be provided for any Loss resulting from:

- (a) the Insured violates the rental agreement;
- (b) any obligation the Insured assumes under any agreement except insurance collision deductible;
- (c) failure to report the Loss to the proper local authorities (when loss exceeds the Deductible) and the rental car company;
- (d) damage to any other vehicle, structure, or person as a result of a covered Loss;
- (e) participation in contests of speed, motor sport or motor racing including training or practice for the same;
- (f) driving under the influence of alcohol;
- (g) a rental from any source other than a state or government appointed and licensed rental car provider (where applicable).

## EXCESS INSURANCE LIMITATION

The coverage contained within this endorsement will not be subject to the Excess Insurance Limitation.

All other terms and conditions remain unchanged.



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## FLORIDA AMENDATORY ENDORSEMENT

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

### SECTION III DEFINITIONS

If included in the policy, the definition of **Children** or **Child** is replaced by the following:

**"Children" or "Child"** means the Insured's Children or grandchildren, including a stepchild, legally adopted child or foster child who is under age 26 and primarily dependent on the Insured for support and maintenance.

If included in the policy, the definition of **Hospital** is replaced with the following:

**"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 a national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

The Company will not deny claims for services in a licensed hospital because it does not have major surgical facilities and is primarily a rehabilitation hospital, if it is accredited by Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association, or the Commission on the Accreditation of Rehabilitative Facilities

If included in the policy, the definition of ***Pre-existing Medical Condition*** is replaced with the following:

***“Pre-existing Medical Condition”*** means a condition for which the Insured, Traveling Companion, Family Member, Business Partner or Host at Destination has, within the period listed in the Schedule and ending on the Insured’s coverage Policy Effective Date;

- (a) Had symptoms which would have prompted a reasonable person to seek medical advice or treatment; or
- (b) Received medical advice or treatment; or
- (c) Been required to take 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.

A dependent child born or placed for adoption while this coverage is in force and any condition from which death ensues will not be considered a Pre-Existing Medical Condition. Routine follow-up care to determine whether breast cancer has recurred in an Insured who has been previously determined to be free of breast cancer does not constitute medical advice, diagnosis, care, or treatment for purposes of determining a Pre-Existing Medical Condition, unless evidence of breast cancer is found during or as a result of the follow-up care.

## SECTION V CLAIMS INFORMATION

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

### **Payment of Settlement**

Any payment for the written settlement of a claim with the Company shall be made according to the terms of the settlement agreement and no later than 20 days after the settlement is reached. In the event the payment occurs more than 20 days after settlement, payment will bear interest at a rate of twelve percent (12%) per year. It is permissible for payment to be conditioned upon the execution of a mutually agreeable release.

## SECTION VI GENERAL PROVISIONS

- I. The following is added to the **Resolving Disputes** provision:

Every judgment or decree for the recovery of money entered in any Florida court against the Company shall be fully satisfied within 60 days from and after the entry thereof or, in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

All other terms and conditions of the Policy remain unchanged.



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## **FLORIDA IMPORTANT NOTICE**

For questions regarding the Policy or assistance resolving complaints, please contact the Company at:

1314 Douglas Street, Suite 1400,  
Omaha, Nebraska 68102-1944.

The Company may also be contacted by telephone at 1-866-720-7861.

SAMPLE



## ASSISTANCE SERVICES

All the Assistance Services listed below are not insurance benefits and are not provided by the Insurer. Berkshire Hathaway Travel Protection contracts with On Call International to offer 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 and replacement

### Worldwide Travel Assistance

- Lost baggage search; stolen luggage replacement assistance
- Lost passport and 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
- 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
- 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 service-location assistance (quick printers, internet cafes, overnight delivery, etc.)
- "411" global phone number directory service
- Wireless accessory replacement locations
- 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
- Identity theft agency and services resources

### **Concierge Services**

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

### **Roadside Assistance**

#### **24-Hour Roadside-Assistance Services**

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

### **Vehicle-Return Assistance**

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

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

*\*All non-insurance services provided by On Call International's extensive network of worldwide partners.*