



## Get Emergency Assistance

Our emergency assistance team is available 24 hours a day, 365 days a year.

**Inside the US:** 844-927-9265 (Toll Free)

**Outside the US:** +1 727-264-5657 (Collect call)

**Email:** [emergency@tinleg.com](mailto:emergency@tinleg.com)

**Website:** [tinleg.com/emergencyassistance](http://tinleg.com/emergencyassistance)

In the event of a life-threatening emergency, contact the local emergency services at your destination immediately.

## File a Claim

You can report your claim online 24 hours a day, 365 days a year.

**Report Your Claim Online:** [tinleg.com/report-claim](http://tinleg.com/report-claim)

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Our licensed claims representatives are available weekdays from 8:00am to 4:00pm ET.

**Inside the US:** 844-240-1233 (Toll free)

**Outside the US:** +1 727-260-5012 (Collect call)

**Email:** [claims@tinleg.com](mailto:claims@tinleg.com)

## Tin Leg Customer Service

Hours: 8:00am - 10:00pm ET, 7 days a week

**Phone:** 844-240-1233 | **Email:** [info@tinleg.com](mailto:info@tinleg.com) | **Website:** [tinleg.com](http://tinleg.com)



## 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 \$100,000 |
| Trip Interruption                              |  | 100% of insured Trip Cost, up to a maximum of \$100,000 |
| Trip Delay                                     | Minimum delay of 12 hours<br>Daily Limit of \$150  | \$500   |
| Missed Connection                              | Minimum delay of 3 hours   | \$100   |
| Baggage & Personal Effects                     | \$100 for first item<br>\$100 per each additional item<br>\$500 aggregate for items shown in the benefit | \$500   |
| Baggage Delay                                  | Minimum delay of 24 hours  | \$200   |
| Emergency Medical Expense                      | Dental coverage limit: \$750   | \$20,000  |
| Emergency Evacuation & Repatriation of Remains | Escort coverage limit: \$25,000  | \$100,000   |
| Accidental Death & Dismemberment               |  | \$10,000  |

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

**Prior to the Policy Effective Date:** 180 Days

**Maximum Trip Length Allowed:** 90 Days

**Contact Information**

Website: [www.tinleg.com](http://www.tinleg.com)  
Email: [claims@tinleg.com](mailto:claims@tinleg.com)  
Telephone: 1.844.240.1233

**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-BASE3-US-09-2022 Individual Travel Protection Insurance Policy  
US-TRVL-BHTP2021-STD-EXCESS-US-11-2021 Excess Coverage Rider  
US-TRVL-BHTP2021-ST-AE-AR-01-2023 Arkansas Amendatory Endorsement  
US-TRVL-BHTP2021-ST-DOI-AR-11-2021 Arkansas 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;
- (b) Death of the Insured or Traveling Companion.
- (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) Strike of a Common Carrier the Insured is scheduled to travel on, resulting in complete interruption of travel services at the point of departure or Destination. If comparable Travel Suppliers are available, coverage will be limited to the additional expenses, change fees, and increase in fare (if any) to book with the new Travel Supplier;
- (c) The Insured or a Traveling Companion is a traveler on a hijacked aircraft, train, vehicle or vessel;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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) Common Carrier delay;
- (b) The Insured's or a Traveling Companion's passports, Travel Documents, or money are lost or stolen;
- (c) Strike;
- (d) 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.

### MISSED CONNECTION

The Company will reimburse up to the Maximum Limit shown in the Schedule if the Insured misses a Trip departure resulting from cancellation or delay, of at least the number of consecutive hours listed in the Schedule, of all the regularly scheduled airline flights due to Inclement Weather, a Named Storm, or Common Carrier caused delay. The benefit will be limited to the:

- (a) Additional transportation expenses incurred by the Insured to join the departed Trip; and
- (b) Pre-paid, non-refundable Trip payments for the Unused portion of the Trip.

The Common Carrier must certify the delay of the regularly scheduled airline flight.

This benefit does not apply if the Insured's domestic travel arrangements allow less than 1 hour between connections, or the Insured's international travel arrangements allow less than 2 hours between connections.

### 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.

## 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. 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.

## 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 who has a physical or mental impairment. The Caregiver must be employed by the Insured. 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 or Traveling Companion 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, or Family Member 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.

***“Strike”*** means a stoppage of work which:

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

This includes work slowdowns and sickouts. The Insured’s coverage must be effective prior to when the strike is foreseeable. A strike is foreseeable on the date labor union members vote to approve a strike.

***“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.

***The following exclusion also applies to Accidental Death and Dismemberment:***

Benefits will not be provided for 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.



Berkshire Hathaway  
Specialty Insurance

## 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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## ARKANSAS AMENDATORY ENDORSEMENT

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

### SECTION VI GENERAL PROVISIONS

- I. The **Resolving Disputes** provision is replaced with the following:

#### **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 the time allowed by law 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 the time allowed by law from the date the claim was denied in whole or in part.

- II. The following is added to **Subrogation**:

The reasonable cost of collection and attorney's fees will be assessed against the Company and the Insured in the proportion each party benefits from the recovery. However, the Company shall not be entitled to the proceeds of any recovery until such time as the Insured is fully compensated for the loss sustained.

All other terms and conditions of the Policy remain unchanged.



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## ARKANSAS IMPORTANT NOTICE

The Insured may contact the insurance company for any problems or concerns with the insurance.

Berkshire Hathaway Specialty Insurance Company  
Service Center:  
1314 Douglas Street, Suite #1400  
Omaha, NE 68102  
402-916-3000

If the Company fails to provide the Insured with reasonable and adequate service, the Insured may contact:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1904  
1-800-852-5494  
1-501-371-2640  
Fax Number: 1-501-371-2749