



Dream. Explore. Travel On.



## FLIGHT INSURE TRAVEL PROTECTION PLAN

FIB-0623 | 06.23

## CONTACT INFORMATION AND IMPORTANT NOTES

### QUESTIONS PRIOR TO YOUR TRIP DEPARTURE?

Travelex Insurance Services

800.819.9004

8:00am – 7:00pm CST, M-F

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

### NEED ASSISTANCE WHILE TRAVELING?

World Travel Protection

844.215.1672 (*within USA & Canada*)

647.775.8042 (*outside USA & Canada*)

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

24 Hours a Day, 7 Days a Week

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

Berkshire Hathaway Specialty Insurance

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

or

Download 'Travelex Insurance' on Google Play or iTunes

855.205.6054

7:00am – 7:00pm CST, M-F

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

### IMPORTANT NOTES

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



Berkshire Hathaway  
Specialty Insurance

## SCHEDULE OF BENEFITS

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

STANDARD COVERAGES		
COVERAGE	SUBLIMIT & STIPULATIONS*	MAXIMUM LIMIT
Flight Accidental Death & Dismemberment		Amount Selected

**Maximum Trip Length Allowed:** 180 Days

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

**Underwritten by:** Berkshire Hathaway Specialty Insurance Company  
1314 Douglas St Ste 1400  
Omaha, NE 68102  
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-MTAH-01/2023 SCHEDULE OF BENEFITS  
US-TRVL-BHTP2021-BASE11-MTAH-04/2023 Individual Travel Protection Insurance Policy



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.

Signed for the Company at its home office:

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## SECTION I

### EFFECTIVE AND TERMINATION DATES

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

The policy ends on the earliest of:

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

The policy will be extended, if:

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

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

#### **Coverage for Newborn Infants and Adopted Children**

Coverage equal to the coverage provided to the Insured will be granted to newborn infants from and after the moment of birth and to adopted children from the time of placement with the Insured.

## SECTION II

### DESCRIPTION OF BENEFITS

#### FLIGHT ACCIDENTAL DEATH & DISMEMBERMENT

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

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

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

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

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

## SECTION III

### DEFINITIONS

(Capitalized terms within this policy are defined herein)

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

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

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

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

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

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

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

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

**"Injury/Injured"** means a bodily injury caused by an accident occurring while the Insured's coverage under this policy is in force and resulting directly from Loss covered by this policy. The injury must be verified by a Physician.

**"Insured"** means a person:

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

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

**"Mental or Psychological Disorder"** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**"Physician"** means a licensed practitioner of medical, surgical, dental, or veterinary services acting within the scope of their license. The treating physician cannot be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION IV

### EXCLUSIONS AND LIMITATIONS

#### GENERAL EXCLUSIONS

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

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

The policy does not cover any Loss that occurs:

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

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

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



## SECTION V

### CLAIMS INFORMATION

#### **How to Make a Claim**

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

#### **Notice of Claim**

The Insured must notify the Travel Insurance Administrator or the Company within 6 months after the occurrence or commencement of any loss covered by the policy or as soon after that date as is reasonably possible. 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.

#### **Claim Forms**

The Company, upon receipt of a notice of claim, will provide the necessary claims forms. If such forms are not furnished within 15 days after the giving of such notice, the Insured shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

#### **Proof of Loss**

Written proof of loss must be furnished to the Company at said office in case of claim for Loss for which this policy provides any periodic payment contingent upon continuing Loss within 90 days after the termination of the period for which the Company is liable and in case of claim for any other Loss within 90 days after the date of such Loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

#### **Time of Payment of Claims**

The Company will make a determination of the claim no later than 30 business days after all necessary proof of loss is received. Any payment for the claim shall be made immediately on receipt of due written proof of the loss, as long as any outstanding conditions are met. If the claim is denied, the Insured will be notified of the reasons for the denial.

If the Company is unable to process the claim within 30 business days after receipt of all required proof of loss, the Insured will be notified within the 30th business day period that additional time is needed to investigate the claim. A final determination will be within 60 business days of receiving the proof of loss unless the Company has notified the Insured, the Insured's assignee, or the claimant of the reasons for failure to pay the claim in full or unless the Company has a reasonable belief that insurance fraud has been committed and the Company has reported the possible insurance fraud to the commissioner. This section does not eliminate the Company's right to conduct a thorough investigation of all the facts necessary to determine payment of a claim.

If the Company fails to comply with this section and the Company is liable for payment of the claim, the Company shall pay an amount equal to the amount of the claim due plus 10% annual interest calculated from the date on which the claim was due. For purposes of calculating the amount of interest, a claim is considered due 30 days after the Company's receipt of the proof of loss or 60 days after receipt of the proof of loss if the Company made a reasonable request for information or documents. Interest payments must be made to the person who receives the claims payment. Interest is payable under this subsection only if the amount of interest due on a claim exceeds \$5.

#### **Payment of Claims**

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured.

If any indemnity of this policy shall be payable to the estate of the Insured or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the Insured in the application or otherwise, all or a portion of any indemnities provided by this policy on account of hospital, nursing, medical, or surgical services may, at the Company's option and unless the Insured requests otherwise in writing not later than the time of filing proof of such loss, be paid directly to the Hospital or person rendering such services; but it is not required that the service be rendered by a particular Hospital or person.

## 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 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 shall have the right and opportunity to examine the person of the Insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law."

#### **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**

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.

If the Insured intends to institute an action for damages against a third party, the Insured shall give the Company reasonable notice of the intention to institute the action. The Insured may request that the Company pay a proportionate share of the reasonable costs of the third-party action, including attorney fees. The Company may elect not to participate in the cost of the action. If an election is made, the Company waives 50% of any subrogation rights granted to it. The Company will not pursue subrogation until the injured Insured has been fully compensated for their injuries.

**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.

**Conformity with Montana Statutes**

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state of Montana is hereby amended to conform to the minimum requirements of those statutes and control over any conflicting statutes of any state in which the Insured resides on or after that date.

## **ASSISTANCE SERVICES\***

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

### **Travel Medical Assistance**

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

### **Worldwide Travel Assistance**

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

### **Emergency Assistance**

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

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

**Concierge Services**

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

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