



**Dream. Explore. Travel On.**



## **TRAVEL BASIC**

TRAVEL PROTECTION PLAN POLICY



## 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)

### 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)

### NEED ASSISTANCE WHILE TRAVELING?

On Call International

855.892.6495 (*within USA & Canada*)

603.328.1373 (*outside USA & Canada*)

[mail@oncallinternational.com](mailto:mail@oncallinternational.com)

24 Hours a Day, 7 Days a Week

### 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.

Trip Cancellation coverage is for the Trip Cost, not to exceed \$200,000 in aggregate trip cost, for all covered persons on the same Policy.

Additional Upgrades may have been purchased, please refer to your Confirmation of Coverage for verification.



# Individual Travel Protection Insurance Policy: Travel Basic

**IMPORTANT**

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

**PLEASE READ THIS DOCUMENT CAREFULLY!**

This Policy is issued in consideration of your application and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by the Company.

This Policy is a legal contract between the Insured and the Company. It is important that you read your Policy carefully. Please refer to the Schedule of Benefits. It provides you with specific information about the insurance you purchased.

**FIFTEEN DAY LOOK:** You may cancel this insurance by giving the Company or the agent written notice within the first to occur of the following: (a) 15 days from the Effective Date of your insurance; or (b) your scheduled Departure Date. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy.

Coverage may not be available in all states.

Signed for the Company at its home office:

Secretary

President

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**SCHEDULE OF BENEFITS**

<b>Travel Arrangement Benefits</b>	<b>Maximum Limit Per Person</b>
Trip Cancellation .....	Trip Cost up to a maximum of \$10,000
Trip Interruption .....	Up to 100% of Trip Cost Up to a maximum of \$10,000
Frequent Traveler Benefit .....	\$200
Trip Delay (Maximum of \$250 per day) .....	\$500
Missed Connection .....	\$500
Baggage & Personal Effects .....	\$500
Baggage Delay .....	\$100

**Extra Coverage**

*(when the insurance plan is purchased within 15 days of Initial Trip Payment)*

- Pre-Existing Medical Condition Exclusion Waiver
- Trip Cancellation / Interruption due to Financial Default
- Trip Cancellation / Interruption due to Work Reasons

**Optional Coverage**

*The following will be included if elected and appropriate costs have been paid*

**Car Rental Collision Coverage** ..... \$35,000 (\$100 Deductible)

\*\* Trip must be overnight and Destination must be at least 100 miles from the Insured's Primary Residence.

For questions or information contact the Travel Insurance Administrator.

Any payments under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, you may consult the OFAC internet website at <http://www.treasury.gov/resource-center/sanctions/> or the Travel Insurance Administrator representative.

## SECTION I

### COVERAGE DETAILS

#### When Coverage Begins

Trip Cancellation coverage will be effective at 12:01 a.m. (Standard Time) on the date following payment to the Company of any required plan cost.

Car Rental Collision coverage will take effect when the Insured signs the rental agreement and takes possession of the rental vehicle provided the required plan cost has been paid on or before the date the rental agreement has been signed.

All other coverages will begin on the later of:

- (a) 12:01 a.m. (Standard Time) on the scheduled Departure Date shown on the travel documents; or
- (b) the date and time the Insured starts his/her Trip.

#### When Coverage Ends

Trip Cancellation coverage end on the earlier/est of: (a) the cancellation of the Insured's Trip or (b) the date and time the Insured starts on his/her Trip.

The Car Rental Collision coverage will end when the car is returned on or before the Rental Return Date, or at 11:59 p.m. on the Rental Return Date if the car is not returned as specified on the rental agreement and the rental period has not been extended by the Insured.

All other coverages end on the earlier/est of:

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

#### Extending Coverage

All coverage (except Trip Cancellation) will be extended, if:

- (a) the Insured's entire Trip is covered by the plan; and
- (b) the Insured's return is delayed by one of the Unforeseen events specified under Trip Cancellation and Interruption or Trip Delay.

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

This extension of coverage will end on:

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

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

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

## SECTION II

### SUMMARY OF BENEFITS

#### TRIP CANCELLATION AND INTERRUPTION

Benefit will be provided for loss(es) incurred by You for a covered Trip cancelled up to the date and time of departure or interrupted or delayed after the time and date of departure. A maximum benefit of up to the amount indicated in the Schedule of Benefits to cover certain expenses as listed below which result in the cancellation or interruption of Your Trip due to any of the following Unforeseen events:

#### Medical / Health

- (a) Any serious Injury, death, or Sickness;
  - (1) Occurring to You or a Traveling Companion, a Family Member traveling with You, 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 your continued participation in the Trip;
  - (2) Occurring to a Family Member not traveling with the You that is considered life-threatening, as certified by a Physician or they require Your 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;

#### Transportation and Accommodation

- (a) Financial Default of an airline, Cruise line, Common Carrier or tour operator provided that:
  - (1) The insurance was purchased with 15 days of Initial Trip Payment; and

- (2) Financial Default occurs more than 14 days following an Insured's effective date for the Trip Cancellation or Trip Interruption Benefits.

The Company will not cover Losses resulting from a Financial Default of any person, organization, agency, or firm that solicited Your travel arrangements to you.

- (b) You and/or a Traveling Companion are directly involved in or delayed due to a traffic accident, while en route to the Insured's Destination. Traffic accident must be substantiated by a police report.
- (c) Strike resulting in complete interruption of travel services at the point of departure or Destination;

#### Environment

- (a) Inclement Weather, if it causes delay or cancellation of travel;
- (b) You or a Traveling Companion's Primary Residence being made Uninhabitable or Inaccessible by Natural Disaster, vandalism, or burglary;

#### Political / Violence

- (a) You, or a Traveling Companion are hijacked, quarantined, subpoenaed, or required to serve on a jury;
- (b) You or a Traveling Companion is called to active military service, or military leave is revoked or reassigned;

#### Work

- (a) You or a Traveling Companion is involuntarily terminated or laid off through no fault of his or her own, provided that he or she has been an active employee for the same employer for at least 1 continuous year. Termination must occur following the effective date of coverage. This provision is not applicable to temporary employment, seasonal

employment, independent contractors or self-employed persons.

(b) Cancel for Work Reasons coverage will be included for these additional Unforeseen events:

- (a) You or a Traveling Companion are required to work during Your scheduled Trip. You must provide proof of requirement to work, such as a notarized statement signed by an officer of Your employer. In the situation of self-employment, proof of self-employment and a notarized statement confirming that the Insured is unable to travel due to his or her job obligations will be required.
- (b) You or a Traveling Companion are directly involved in a merger, acquisition, government required product recall, or bankruptcy proceedings and must be currently employed by the company that is involved in said event;
- (c) You or a Traveling Companion's company is deemed to be unsuitable for business due to burglary, or Natural Disaster and the You or a Traveling Companion are directly involved as a Key Employee of the disaster recovery team.

This coverage applies only if insurance was purchased within 15 days of Initial Trip Payment.

#### **SPECIAL NOTIFICATION OF CLAIM**

You must notify the Travel Insurance Administrator within 72 hours or as soon as reasonably possible in the event of a Trip Cancellation or Interruption claim. If You are unable to provide cancellation notice within the required timeframe, You must provide proof of the circumstance that prevented timely notification.

**Trip Cancellation Benefits:** The Company will reimburse You for Forfeited, pre-paid Trip Costs up to the Maximum Limit shown in the Schedule for Trips that are canceled prior to the scheduled Departure due to any of the Unforeseen events shown above.

**Trip Interruption Benefits:** The Company will reimburse You up to the Maximum Limit shown in the Schedule for Trips that are interrupted due to the Unforeseen events shown above for:

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

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

#### **SINGLE OCCUPANCY BENEFIT**

The Company will reimburse You, up to the Trip Cancellation and Trip Interruption Maximum Limit shown in the Schedule, for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid, non-refundable travel arrangements if a person booked to share accommodations with You has his/her Trip canceled or interrupted due to any of the Unforeseen events shown in the Trip Cancellation and Trip Interruption section and You do not cancel.

#### **FREQUENT TRAVELER BENEFIT**

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

### TRIP DELAY

If Your Trip is delayed at least 5 consecutive hours from the original departure time that prevents You from reaching Your intended Destination the Company will reimburse you for only one delay per Insured, per Trip, up to the Maximum Limit shown in the Schedule. The Trip Delay benefit will cover Reasonable Additional Expenses until travel becomes possible to the originally scheduled Destination, as a result of a cancellation or delay Your Trip for one of the following Unforeseen events:

- (a) Common Carrier delay;
- (b) You or a Traveling Companion have lost or had stolen, your passports, travel documents, or money;
- (c) You or a Traveling Companion are quarantined;
- (d) Natural Disaster;
- (e) Injury or Sickness of You or a Traveling Companion.

Reasonable Additional Expenses incurred over \$25 must be accompanied by receipts.

If You incur more than one delay in the same Trip the Company will reimburse You for the delay with the largest benefit up to the Maximum Limit shown in the Schedule.

### MISSED CONNECTION

If, while on a Trip, You miss a Trip departure resulting from cancellation or delay of at least 3 consecutive hours of all Your regularly scheduled airline flights due to Inclement Weather or Common Carrier caused delay, the Company will reimburse You up to the Maximum Limit shown in the Schedule for:

- (a) additional transportation expenses incurred by the Insured to join the departed Trip; and
- (b) 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. Coverage is secondary if reimbursable by any other source.

### BAGGAGE & PERSONAL EFFECTS

If Your Baggage, personal effects, passports, travel documents and visas are lost, damaged, or stolen during Your Trip, the Company will pay the lesser of: (a) the cash value (original cash value less depreciation) as determined by the Company or, (b) the cost of replacement, up to the Maximum Limit shown in the Schedule subject to the special limitations shown below.

#### Special Limitations:

Notwithstanding the foregoing, the Company will cover up to the maximum amount indicated for the following:

- \$500 for the first item
- \$250 per each additional item
- \$500 aggregate on all Losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, computers, electronic devices, including but not limited to: lap top computers, cell phones, electronic organizers and portable CD players.

Items over \$150 must be accompanied by original receipts. If receipts are not provided, no benefits are payable.

The Company may take all or part of the damaged Baggage at the appraised or agreed value. In the event of a Loss to a pair or set of items, the Company may choose to:

- (a) repair or replace any part to restore the pair or set to its value before the Loss; or
- (b) pay the difference between the cash value of the Baggage before and after the Loss.



### BAGGAGE DELAY

If, while on a Trip, Your Baggage is delayed or misdirected by the Common Carrier for at least 12 consecutive hours, the Company will reimburse You up to the Maximum Limit shown in the Schedule for the purchase of Necessary Personal Effects. Necessary Personal Effects do not include jewelry, perfume and alcohol. Incurred expenses must be accompanied by receipts. This benefit does not apply if Baggage is delayed after You have reached Your Return Destination.

Incurred expenses over \$25 must be accompanied by receipts.

### CAR RENTAL COLLISION COVERAGE

This Coverage applies only if You have elected this coverage and consideration of premium has been paid.

You are eligible for benefits up to the Maximum Limit, subject to the deductible, as indicated in Your Schedule if You rent a vehicle while on a Trip and the vehicle is damaged due to collision, vandalism, windstorm, fire, hail or flood, while in Your possession.

The Company will pay the lesser of:

- (a) the cost of repairs and rental charges imposed by the rental company while the vehicle is being repaired; or
- (b) the Actual Cash Value of the vehicle.

The Company will pay this benefit up to the Maximum Limit and subject to the Deductible shown in the Schedule.

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

Coverage does not apply in countries or states where the sale of this insurance is prohibited by law.

### SECTION III

#### DEFINITIONS

(Capitalized terms within this Policy are defined herein)

**“Actual Cash Value”** means purchase price less depreciation.

**“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 the Insured’s Children or grandchildren, including an unmarried child, stepchild, legally adopted child or foster child who is:

- (1) under age 25 and primarily dependent on the Insured for support and maintenance; or
- (2) who is at least nineteen (19) but less than age twenty-four (24) and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

**“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.

**“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.

**“Deductible”** means the amount of charges that must be incurred by an Insured before benefits become payable. The amount of the deductible is shown in the Schedule for each benefit to which a deductible applies.

**“Departure Date”** means the date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the travel documents.

**“Destination”** means any place where the Insured expects to travel to on his/her Trip other than Return Destination as shown on the travel documents.

**“Domestic Partner”** means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:

- (a) resides with the Insured or Family Member;
- (b) shares financial assets and obligations with the Insured or Family Member;

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

**“Exotic Vehicle”** means antique cars that are over 20 years old or have not been manufactured for 10 or more years or any vehicle with an original manufacturer’s suggested retail price greater than \$50,000.

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

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

**“Financial Default”** means the total cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition by a tour operator, Cruise line, or airline.

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

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

**“Inaccessible”** means an Insured cannot reach his/her Destination by the original mode of transportation.

**“Initial Trip Payment”** means the first payment made to the Insured’s Travel Supplier toward the cost of the Insured’s Trip.

**“Inclement Weather”** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier or prevents the Insured from reaching his/her 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 and independently of all other causes of Loss covered by this Policy. The injury must be verified by a Physician.

**“Insured”, “You”, “Your”** means a person:

- (a) for whom any required application has been completed;
- (b) for whom any required plan cost has been paid;
- (c) for whom a Trip is scheduled; and
- (d) who is covered under this Policy.

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

**“Loss”** means an Injury or Unforeseen event or incident (subject to the exceptions contained in the following sentences) sustained by the Insured as a direct result of one or more of the events against which the Company has undertaken to compensate the Insured.

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

**“Natural Disaster”** means a flood, hurricane, tornado, earthquake, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

**“Necessary Personal Effects”** means items such as clothing and toiletry items, which are included in the Insured’s Baggage and are required for the Insured’s Trip.

**“Normal Pregnancy” or “Childbirth”** means a pregnancy or childbirth that is free of complications or problems.

**“Physician”** means a licensed practitioner of medical, surgical, dental, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating physician cannot be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

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

**“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.

**“Rental Return Date”** means the return date listed on the car rental 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 a land motor vehicle which the Insured has rented for the period of time shown in the Rental Car Agreement.

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

**“Return Destination”** means the place to which the Insured expects to return from his/her 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 effective date of coverage under this Policy.

**“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.

**“Theft”** means the act of stealing, the wrongful taking and carrying away of the personal goods or property of another, larceny.

**“Transport”** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured’s Common Carrier tickets will be used.

**“Travel Supplier”** means the tour operator, Hotel, 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; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined Departure and Return Dates specified when the Insured applies; the trip does not exceed 30 days; travel is primarily by Common Carrier and only incidentally by private conveyance.

**“Trip Cost”** means the dollar amount of Trip payments or deposits paid by the Insured prior the Insured’s Trip Departure Date and shown on any required application which is subject to cancellation penalties or restrictions. Trip cost will also include the cost of any subsequent pre-paid payments or deposits paid by the Insured for the same Trip, after application for coverage under this plan provided the Insured amends the Application to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured’s Departure Date.

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

**“Uninhabitable”** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; (4) the rental property is without electricity, gas, sewer service or water; or (5) the Destination is inaccessible.

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

## SECTION IV

### EXCLUSIONS AND LIMITATIONS

#### GENERAL EXCLUSIONS

This plan does not cover any loss caused by or resulting from:

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner while sane or insane;
- (b) Normal Pregnancy or Childbirth, other than Unforeseen Complications of Pregnancy, of the Insured, a Traveling Companion or a Family Member;
- (c) participation in professional athletic events; motor sport, or motor racing, including training or practice for the same;
- (d) 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;
- (e) operating or learning to operate any aircraft, as student, pilot, or crew;
- (f) air travel on any air-supported device, other than a regularly scheduled airline or air charter;
- (g) war (whether declared or not) or act of war, participation in a civil disorder, riot, insurrection or unrest (unless specifically covered herein);
- (h) any unlawful acts committed by the Insured;
- (i) Mental, Nervous or Psychological Disorder;
- (j) if the Insured’s tickets do not contain specific travel dates (open tickets);
- (k) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
- (l) any Loss that occurs at a time when this coverage is not in effect;
- (m) traveling solely or substantially for the purpose of securing medical treatment;
- (n) any Trip taken outside the advice of a Physician;
- (o) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury,

Sickness or other condition (excluding any condition from which death ensues) of an Insured, Traveling Companion, Business Partner or Family Member which, within the 60 day period immediately preceding and including the Insured's coverage effective date caused the individual to incur charges, receive medical treatment, consult a health professional or take prescription drugs.

**PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

The Company will waive the pre-existing medical condition exclusion if the following conditions are met:

- (1) This plan is purchased within 15 days of Initial Trip Payment;
- (2) The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase and the costs of any subsequent arrangements added to the same Trip are insured within 15 days of the date of payment or deposit for any subsequent Trip arrangements;
- (3) All Insured's are medically able to travel when this plan cost is paid;
- (4) The Trip Cost does not exceed \$10,000 per person (only applicable to Trip Cancellation/Interruption/ Delay);

This coverage will be terminated and no benefits will be paid under this Pre-existing Medical Condition Exclusion Waiver coverage if the full costs of all prepaid, non-refundable Trip arrangements are not insured.

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

Unless otherwise provided by this plan Benefits will not be provided for any loss resulting (in whole or in part) from:

- (a) travel arrangements canceled by an airline, Cruise line, or tour operator, except as provided elsewhere in the plan;
- (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) any government regulation or prohibition;
- (f) an event which occurs prior to the Insured's coverage Effective Date;
- (g) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements or to refund money due the Insured;
- (h) Financial Default.

***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 in whole or in part 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) contraband, illegal transportation or trade;
- (i) items seized by any government, government official or customs official;
- (j) defective materials or craftsmanship;
- (k) normal wear and tear;
- (l) deterioration.

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

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

- (a) the Insured or his/her Traveling Companion violating the rental agreement;
- (b) rentals of trucks, (not including jeeps or SUV's), campers, trailers, off road vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;

- (c) any obligation the Insured or his or her Traveling Companion assumes under any agreement except insurance collision deductible;
- (d) failure to report the Loss to the proper local authorities (when loss exceeds \$100) and the rental car company;
- (e) damage to any other vehicle, structure, or person as a result of a covered Loss;
- (f) participation in contests of speed, motor sport or motor racing including training or practice for the same;
- (g) driving under the influence of alcohol;
- (h) being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- (i) war or act of war, whether declared or not, the Insured's participation in a civil disorder, riot or insurrection;
- (j) Injury sustained while committing or attempting to commit a crime.

## SECTION V

### CLAIMS INFORMATION

#### How to Make a Claim

Visit the website, mobile app, email or call the Travel Insurance Administrator.

#### Available Online:

- file first notice of loss (FNOL) and upload documents electronically
- find out what forms and documentation you need for your claim
- download necessary claim forms

#### Mobile Application

- file first notice of loss (FNOL) and upload documents electronically
- find out what forms and documentation you need for your claim
- download necessary claim forms

#### Email or Call:

- to find out what forms and documentation you need for your claim
- to file a claim and check its progress

#### Claims Inquiry:

- Website: [www.travelexinsurance.com](http://www.travelexinsurance.com)
- Mobile App: *Google Play or iTunes*
- Email: [travelex.claims@bhspecialty.com](mailto:travelex.claims@bhspecialty.com)
- Telephone: 855.205.6054

#### Claim Procedures:

**Notice of Claim:** You must notify the Travel Insurance Administrator as soon as reasonably possible, and be prepared to describe the Loss, the name of the Travel Supplier (i.e., tour operator, Cruise line, or charter operator), the Trip dates, purchase date and the amount that the Insured paid. The Company will provide You, or someone acting on Your behalf, with forms for the filing of a

proof of loss within 15 days of receiving a notice of claim from You, or someone acting on Your behalf. Claim forms can be found at the web address shown above.

**Proof of Loss:** You have 90 days from the date of loss to submit your claim to the Travel Insurance Administrator, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this Policy must be submitted to the Travel Insurance Administrator no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If the Travel Insurance Administrator has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to the Travel Insurance Administrator by the date claim forms would be due. the Travel Insurance Administrator will require information from You for the proof of loss. This will include, but is not limited to:

- written proof of the occurrence;
- type and amount of Loss;
- the Insured's name; and
- the Travel Supplier Name; and
- policy number.
- The Insured must return all unused, non-refundable tickets.

#### **Payment of Claims:**

**When Paid:** Claims will be paid as soon as the Travel Insurance Administrator receives complete proof of Loss and verification of age.

#### **To Whom Paid:**

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

**Trip Cancellation and Trip Interruption Proof of Loss:** The Insured must provide the Travel Insurance Administrator documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation policies, and any other information reasonably required to prove the Loss. Claims involving Loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement. The Insured must provide the Travel Insurance Administrator with all unused air, rail, Cruise, or other tickets if he/she is claiming the value of those unused tickets.

**Trip Delay Proof of Loss:** The Insured must provide the following to the Travel Insurance Administrator:

- documentation of the delay from the Travel Supplier, as to the reason for the delay;
- A form of proof for expenses incurred.
  - copies of receipts for expenses greater than \$25, or a
  - list of the expenses incurred under \$25, to include:
    - Amount paid, what the payment was for, and the date of the payment. Claims involving Loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement.

**Baggage and Personal Effects Proof of Loss:** The Insured Must:

- (a) report Theft Losses to police or other local authorities as soon as possible;
- (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs; (The Company will reimburse the Insured for those expenses. The Company will not pay for further damage if the Insured fails to protect his/her Baggage);
- (c) allow the Company to examine the damaged Baggage and/or the Company may require the damaged item to be sent in the event of payment;



- (d) send sworn proof of Loss as soon as possible from date of Loss, providing amount of Loss, date, time, and cause of Loss, and a complete list of damaged or lost items; and
- (e) Provide original receipts for any items over \$150.

**Baggage Delay Proof of Loss:** The Insured must provide documentation of the delay or misdirection of the Baggage by the Common Carrier and receipts for the Necessary Personal Effects purchases.

**Car Rental Collision Coverage Proof of Loss:** The Insured must:

- take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
- report the Loss to the appropriate local authorities and the rental company as soon as possible;
- obtain all information on any other party involved in a traffic accident, such as name, address, insurance information, and driver's license number; and
- provide the Travel Insurance Administrator all documentation such as rental agreement, police report, and damage estimate.

**The following provisions apply to *Baggage/Personal Effects and Baggage Delay and Car Rental Collision Coverage*:**

**Notice of Loss:** If the Insured's property covered under this Policy is lost or damaged, the Insured must:

- (a) notify the Travel Insurance Administrator as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
- (d) notify the police or other authority in the case of robbery or Theft within 24 hours.

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

**Valuation:** The Company will not pay more than the Actual Cash Value of the property at the time of Loss. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**Disagreement Over Size of Loss:** If there is a disagreement about the amount of the Loss either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select Your own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

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

**The following provision applies to *Baggage Delay, Baggage/Personal Effects Car Rental Collision Coverage*:**

**Subrogation** - To the extent the Company pays for a Loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. The Insured must help the Company preserve its rights against those responsible for its Loss. This may involve signing any papers and taking any other steps, the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the

Company.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

**Coverage** - as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy except coverage provided under this Policy and any fund or insurance policy providing the Insured with coverage for any claims, causes of action or rights the Insured may have against the Company.

**Third Party** - as used in this Subrogation section, means any person, corporation or other entity (except the Insured and the Company).

## SECTION VI

### GENERAL PROVISIONS

**Entire Contract; Changes.** This Policy, Schedule of Benefits, Application and any attachments are the entire contract of insurance. In the absence of fraud, all statements made by the Insured will be considered representations and not warranties. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments.

**Acts of Agents.** No agent or any person or entity has authority to accept service of the required proof of loss or demand arbitration on the Company's behalf nor to alter, modify, or waive any of the provisions of this Policy.

**Company's Recovery Rights.** In the event of a payment under this Policy, the Company is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Company any legal papers relating to that recovery, do whatever is necessary to help the Company exercise those rights, and do nothing after the loss to harm the Company's rights. When an Insured has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Company by the Insured and reimbursed to the Company the extent of the Company's payment.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any Insured whose Loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to perform an autopsy in case of death where it is not forbidden by law.

**Beneficiary Designation and Change.** The Insured's beneficiaries are the persons designated by the Insured and on file with the Travel Insurance Administrator or the beneficiaries as shown in the Payment of Claim: To Whom Paid provision.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, without the consent of the designated beneficiaries, unless an irrevocable designation has been made, by providing the Travel Insurance Administrator with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

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

**Conformity with State Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

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

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Arbitration.** The Company and one or more Insured(s) with respect to the rights of such Insured(s) under this Policy shall be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this Policy, upon the written request of any Party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**Selection of Arbitrators:** One arbitrator shall be chosen by one side and another arbitrator by the other side, and a third arbitrator shall be chosen by the first two arbitrators before they enter into arbitration. All arbitrators shall be disinterested.

**Payment of Arbitration Fees and Costs:** Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to an insured that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one Party shall be divided equally among such Parties.

**Location:** Any arbitration hereunder shall take place in New York, New York, unless otherwise mutually agreed upon by the two sides.

**Entry of Arbitration Award:** Judgment upon an arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.

**Concealment or Fraud.** The Company does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

**Payment of Premium.** Coverage is not effective unless all premium due has been paid to the Travel Insurance Administrator prior to a date of Loss or insured occurrence.

**Termination of this Policy.** Termination of this Policy will not affect a claim for Loss if the Loss occurred while this Policy was in force.

**Transfer of Coverage.** Coverage under this Policy cannot be transferred by the Insured to anyone else.

**Insurance With Other Insurers.** If there is other valid coverage with another insurer that provides coverage for the same Loss, the Company will pay only the proportion of the Loss that this Company's Limit for that Loss bears to the total limit of all insurance covering that Loss, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

**Controlling Law.** Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that law.



# Individual Travel Protection Insurance Policy: Travel Basic

**IMPORTANT**

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

**PLEASE READ THIS DOCUMENT CAREFULLY!**

This Policy is issued in consideration of your application and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by the Company.

This Policy is a legal contract between the Insured and the Company. It is important that you read your Policy carefully. Please refer to the Schedule of Benefits. It provides you with specific information about the insurance you purchased.

**FIFTEEN DAY LOOK:** You may cancel this insurance by giving the Company or the agent written notice within the first to occur of the following: (a) 15 days from the Effective Date of your insurance; or (b) your scheduled Departure Date. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy.

**THIS IS A SUPPLEMENTAL POLICY THAT IS NOT INTENDED TO PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE AFFORDABLE CARE ACT (ACA). UNLESS YOU HAVE ANOTHER PLAN (SUCH AS MAJOR MEDICAL COVERAGE) THAT PROVIDES MINIMUM ESSENTIAL COVERAGE IN ACCORDANCE WITH THE ACA, YOU MAY BE SUBJECT TO A FEDERAL TAX PENALTY. ALSO, THE BENEFITS PROVIDED BY THIS POLICY CANNOT BE COORDINATED WITH THE BENEFITS PROVIDED BY OTHER COVERAGE. PLEASE REVIEW THE BENEFITS PROVIDED BY THIS POLICY CAREFULLY TO AVOID A DUPLICATION OF COVERAGE.**

Signed for the Company at its home office:

Secretary

President

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Section I	COVERAGE DETAILS
Section II	BENEFITS
Section III	DEFINITIONS
Section IV	EXCLUSIONS AND LIMITATIONS
Section V	PAYMENT OF CLAIMS
Section VI	GENERAL PROVISIONS

## SCHEDULE OF BENEFITS

Travel Insurance Benefits	Maximum Limit Per Person
Medical Expense**	\$15,000
Dental	\$500
Emergency Evacuation** & Repatriation of Remains	\$100,000
Escort Maximum	To a maximum of \$25,000
Accidental Death & Dismemberment Paralysis	\$10,000

### Extra Coverage

*(when the insurance plan is purchased within 15 days of Initial Trip Payment)*

- Pre-Existing Medical Condition Exclusion Waiver

### Optional Coverage

*The following will be included if elected and appropriate costs have been paid*

<b>Accidental Death &amp; Dismemberment</b> (Common Carrier Air Only)	\$200,000
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\*\* Trip must be overnight and Destination must be at least 100 miles from the Insured's Primary Residence.

For questions or information contact the Travel Insurance Administrator.

Any payments under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, you may consult the OFAC internet website at <http://www.treasury.gov/resource-center/sanctions/> or the Travel Insurance Administrator representative.

## SECTION I

### COVERAGE DETAILS

#### When Coverage Begins

All coverage will begin on the later of:

- (a) 12:01 a.m. (Standard Time) on the scheduled Departure Date shown on the travel documents; or
- (b) the date and time the Insured starts his/her Trip.

#### When Coverage Ends

All coverage ends on the earlier/est 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;
- (d) cancellation of the Trip covered by this Policy.

#### Extending Coverage

All coverage will be extended, if:

- (a) the Insured's entire Trip is covered by the plan; and
- (b) the Insured requests an extension of coverage through the Travel Insurance Administrator.

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

This extension of coverage will end on:

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

## SECTION II

### SUMMARY OF BENEFITS

#### MEDICAL EXPENSE BENEFIT

If, while on a Trip, You suffer an Injury or Sickness that requires You to be treated by a Physician, the Company will pay a benefit for Reasonable and Customary Charges, up to the Maximum Limit shown in the Schedule. The Company will reimburse You for Medically Necessary covered expenses incurred to treat such Injury or Sickness during the course of the Trip provided the initial documented treatment was received from a Physician during the Trip. The Injury must first occur or the Sickness must first begin while on an overnight Trip with a Destination of at least 100 miles from Your Primary Residence, while covered under this Policy. Pre-existing medical conditions will be covered if the Pre-existing Medical Condition Waiver is in effect.

#### Covered Expenses:

The Company will reimburse the Insured for:

- services of a Physician or registered nurse (R.N.);
- Hospital charges;
- X-rays;
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices;
- the cost of emergency dental treatment only during a Trip limited to the Maximum Limit shown in the Schedule. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after the Insured has reached his/her Return Destination, regardless of the reason. The treatment must be given by a Physician or dentist.

**Advance Payment:** If You require admission to a Hospital, the Travel Insurance Administrator will arrange advance payment, if required. Hospital confinement must be certified as Medically Necessary by the onsite attending Physician.

#### EMERGENCY EVACUATION and REPATRIATION OF REMAINS

The Company will pay for Covered Emergency Evacuation Expenses incurred due to an Injury or Sickness that occurs to You while You are on a Trip. Benefits payable are subject to the Maximum Limit shown in the Schedule for all Emergency Evacuations due to all Injuries from the same accident or all Sicknesses from the same or related causes during an overnight Trip with a Destination of at least 100 miles from the Your Primary Residence.

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

Expenses for Transportation must be:

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

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

**Emergency Evacuation** - means:

- (a) Transportation from the place where You are 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 You are medically able to travel; or
- (c) Transportation to the adequate licensed medical facility nearest Your 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 You are medically able to be transported; or
- (d) Transportation from an adequate licensed medical facility to an adequate licensed medical facility of Your choice for further Medically Necessary treatment if the onsite attending Physician certifies that You are medically able to travel.

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

**ADDITIONAL BENEFITS**

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

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

- 1. Return of Children: Return of Your Children, who were accompanying You when the Injury or Sickness occurred, to Your residence in the United States, including the cost of an attendant, if necessary. Such

expenses shall not exceed the cost of a one-way economy airfare ticket, or same class as the original ticket, less the value of any applied credit from any Unused return travel tickets for each person.

- 2. Bedside Visit: To bring one person chosen by You to and from the medical facility where You are confined if You are alone. The payment will not exceed the cost of one round-Trip economy airfare ticket.
- 3. Bedside Traveling Companion: The Company will reimburse You for reasonable expenses incurred for Hotel and meals shown in the Schedule for the Traveling Companion to remain near You. For an insured Child, a bedside companion is available immediately upon Hospital admission. Receipts must be submitted. Coverage for this benefit ends on the day You are discharged from the hospital. For purposes of this benefit, Traveling Companion means the person is Insured under this plan and accompanies the Insured on the Trip.

If you or a Traveling Companion are Hospitalized due to an Accidental Injury or Sickness that first occurred during the course of Your Trip beyond the date Your coverage ends, coverage under this benefit will be extended until You or Your Traveling Companion are released from the Hospital or until the Maximum Benefit as listed in the Schedule is paid.

**REPATRIATION OF REMAINS**

The Company will pay Repatriation Covered Expenses up to the Maximum Limit shown in the Schedule of Benefits to return Your body to the City of burial if You die during the Trip.

**Repatriation Covered Expenses.** Include the reasonable and customary expenses for transportation of the remains, by the most direct and economical conveyance and route possible.

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



**Special Limitation:** In the event the Company or the Company’s authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the amount the Company would have paid had the Company or its authorized representative been contacted.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

The Company will reimburse You for this benefit for one of the Losses shown in the Table of Losses below if You are Injured while on a Trip other than while riding as a passenger in or boarding or alighting from or struck or run down by a certified passenger aircraft provided by a regularly scheduled airline or charter and operated by a properly certified pilot. The Loss must occur within 365 days of the date of the accident which caused Injury The Company will pay the percentage shown below of the Maximum Limit shown in the Schedule. The accident must occur while the Insured is on the Trip and is covered under this Policy.

If more than one Loss is sustained by You as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The Company will not pay more than 100% of the Maximum Limit for all Losses due to the same accident.

**Table of Losses**

Loss of	% of Maximum Limit
Life.....	100%
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
Either Hand or Foot and Sight of One Eye .....	100%
Either Hand or Foot.....	50%
Sight of One Eye .....	50%

“Loss” with regard to:

- (a) hand or foot means actual severance through or above the wrist or ankle joints;
- (b) eye means entire and irrecoverable Loss of sight in that eye.

**EXPOSURE**

The Company will pay a benefit for covered Losses as specified above which result from You being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss must occur within 365 days after the event which caused the exposure.

**DISAPPEARANCE**

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

**ACCIDENTAL DEATH AND DISMEMBERMENT COMMON CARRIER Air Only**

The Company will reimburse You for this benefit for one of the Losses shown in the Table of Losses below if You are Injured while on a Trip while riding as a passenger in or boarding or alighting from or struck or run down by a certified passenger aircraft provided by a regularly scheduled airline or charter and operated by a properly certified pilot. The Loss must occur within 365 days of the date of the accident which caused Injury The Company will pay the percentage shown below of the Maximum Limit shown in the Schedule. The accident must occur while the Insured is on the Trip and is covered under this Policy.

If more than one Loss is sustained by You as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The Company will not pay more than 100% of the Maximum Limit for all Losses due to the same accident.

**Table of Losses**

Loss of	% of Maximum Limit
Life.....	100%
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
Either Hand or Foot and Sight of One Eye .....	100%
Either Hand or Foot.....	50%
Sight of One Eye .....	50%

“Loss” with regard to:

- (a) hand or foot means actual severance through or above the wrist or ankle joints;
- (b) eye means entire and irrecoverable Loss of sight in that eye.

**EXPOSURE**

The Company will pay a benefit for covered Losses as specified above which result from You being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss must occur within 365 days after the event which caused the exposure.

**DISAPPEARANCE**

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

**SECTION III**

**DEFINITIONS**

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

**“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 the Insured’s Children or grandchildren, including an unmarried child, stepchild, legally adopted child or foster child who is:

- (1) under age 25 and primarily dependent on the Insured for support and maintenance; or
- (2) who is at least nineteen (19) but less than age twenty-four (24) and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

**“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.

**“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.

**“Deductible”** means the amount of charges that must be incurred by an Insured before benefits become payable. The amount of the deductible is shown in the Schedule for each benefit to which a deductible applies.

**“Departure Date”** means the date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the travel documents.

**“Destination”** means any place where the Insured expects to travel to on his/her Trip other than Return Destination as shown on the travel documents.

**“Domestic Partner”** means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:

- (a) resides with the Insured or Family Member;
- (b) shares financial assets and obligations with the Insured or Family Member;

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

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

**“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 not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

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

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

**“Hospital”** means a facility that:

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

A hospital does not include:

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

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

**“Initial Trip Payment”** means the first payment made to the Insured’s Travel Supplier toward the cost of the Insured’s Trip.

**“Injury/Injured”** means a bodily injury caused by an accident occurring while the Insured’s coverage under this Policy is in force and resulting directly and independently of all other causes of Loss covered by this Policy. The injury must be verified by a Physician.

**“Insured”, “You”, “Your”** means a person:

- (a) for whom any required application has been completed;
- (b) for whom any required plan cost has been paid;
- (c) for whom a Trip is scheduled; and
- (d) who is covered under this Policy.

**“Loss”** means an Injury or Unforeseen event or incident (subject to the exceptions contained in the following sentences) sustained by the Insured as a direct result of one or more of the events against which the Company has undertaken to compensate the Insured.

**“Medically Necessary”** means that a treatment, service, or supply:

- (a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (b) meets generally accepted standards of medical practice;
- (c) is ordered by a Physician and performed under his or her care, supervision, or order; and
- (d) is not primarily for the convenience of the Insured, Physician, other providers, or any other person.

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

**“Normal Pregnancy” or “Childbirth”** means a pregnancy or childbirth that is free of complications or problems.

**“Physician”** means a licensed practitioner of medical, surgical, dental, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating physician cannot be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

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

**“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 his/her 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 effective date of coverage under this Policy.

**“Transport”** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured’s Common Carrier tickets will be used.

**“Transportation”** means any land, sea or air conveyance required to Transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

**“Travel Supplier”** means the tour operator, Hotel, 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; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined Departure and Return Dates specified when the Insured applies; the trip does not exceed 30 days; travel is primarily by Common Carrier and only incidentally by private conveyance.

**“Trip Cost”** means the dollar amount of Trip payments or deposits paid by the Insured prior the Insured’s Trip Departure Date and shown on any required application which is subject to cancellation penalties or restrictions. Trip cost will also include the cost of any subsequent pre-paid payments or deposits paid by the Insured for the same Trip, after application for coverage under this plan provided the Insured amends the Application to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured’s Departure Date.

**“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 plan does not cover any loss caused by or resulting from:

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner while sane;
- (b) Normal Pregnancy or Childbirth, other than Unforeseen Complications of Pregnancy, of the Insured, a Traveling Companion or a Family Member;
- (c) participation in professional athletic events; motor sport, or motor racing, including training or practice for the same;
- (d) 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;
- (e) operating or learning to operate any aircraft, as student, pilot, or crew;
- (f) air travel on any air-supported device, other than a regularly scheduled airline or air charter;
- (g) war (whether declared or not) or act of war, participation in a civil disorder, riot, insurrection or unrest (unless specifically covered herein);
- (h) any unlawful acts committed by the Insured;
- (i) Mental, Nervous or Psychological Disorder;
- (j) if the Insured's tickets do not contain specific travel dates (open tickets);
- (k) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
- (l) any Loss that occurs at a time when this coverage is not in effect;
- (m) traveling solely or substantially for the purpose of securing medical treatment;
- (n) any Trip taken outside the advice of a Physician;
- (o) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury,

Sickness or other condition (excluding any condition from which death ensues) of an Insured, Traveling Companion, Business Partner or Family Member which, within the 60 day period immediately preceding and including the Insured's coverage effective date caused the individual to incur charges, receive medical treatment, consult a health professional or take prescription drugs.

#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The Company will waive the pre-existing medical condition exclusion if the following conditions are met:

- (1) This plan is purchased within 15 days of Initial Trip Payment;
- (2) The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase and the costs of any subsequent arrangements added to the same Trip are insured within 15 days of the date of payment or deposit for any subsequent Trip arrangements;
- (3) All Insured's are medically able to travel when this plan cost is paid;
- (4) The Trip Cost does not exceed \$10,000 per person (only applicable to Trip Cancellation/Interruption/ Delay);

This coverage will be terminated and no benefits will be paid under this Pre-existing Medical Condition Exclusion Waiver coverage if the full costs of all prepaid, non-refundable Trip arrangements are not insured.

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

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) alcohol or substance abuse or treatment for the same;
- (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.
- (i) coverage for Trips less than 100 miles from the Insured's Primary Residence.
- (j) traveling for the purpose of securing medical treatment.

***The following exclusion also applies to the Emergency Evacuation Benefit:***

- (a) coverage for Trips less than 100 miles from the Insured's Primary Residence;
- (b) traveling for the purpose of securing medical treatment.

***The following exclusions also apply to Accidental Death and Dismemberment and Accidental Death and Dismemberment (Common Carrier Air Only):***

Benefits will not be provided for the following:

- (a) loss caused by or resulting directly or indirectly from Sickness or disease of any kind;
- (b) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- (c) traveling for the purpose of securing medical treatment.

## SECTION V

### CLAIMS INFORMATION

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

Visit the website, mobile app, email or call the Travel Insurance Administrator.

#### **Available Online:**

- file first notice of loss (FNOL) and upload documents electronically
- find out what forms and documentation you need for your claim
- download necessary claim forms

#### **Mobile Application**

- file first notice of loss (FNOL) and upload documents electronically
- find out what forms and documentation you need for your claim
- download necessary claim forms

#### **Email or Call:**

- to find out what forms and documentation you need for your claim
- to file a claim and check its progress

#### **Claims Inquiry:**

- Website: [www.travelexinsurance.com](http://www.travelexinsurance.com)
- Mobile App: *Google Play or iTunes*
- Email: [travelex.claims@bhspecialty.com](mailto:travelex.claims@bhspecialty.com)
- Telephone: 855.205.6054

#### Claim Procedures:

**Notice of Claim:** You must notify the Travel Insurance Administrator within 20 days of the loss or as soon as reasonably possible, and be prepared to describe the Loss, the name of the Travel Supplier (i.e., tour operator, Cruise line, or charter operator), the Trip dates, purchase date and the amount that the Insured paid. Failure to give notice of claim within the time required neither

invalidates nor reduces any claim if it was not reasonably possible to give notice within such time, provided such proof is furnished as soon as reasonably possible. The Company will provide You, or someone acting on Your behalf, with forms for the filing of a proof of loss within 15 days of receiving a notice of claim from You, or someone acting on Your behalf. Claim forms can be found at the web address shown above.

**Proof of Loss:** You have 90 days from the date of loss to submit your claim to the Travel Insurance Administrator, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this Policy must be submitted to the Travel Insurance Administrator no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If the Travel Insurance Administrator has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to the Travel Insurance Administrator by the date claim forms would be due. the Travel Insurance Administrator will require information from You for the proof of loss. This will include, but is not limited to:

- written proof of the occurrence;
- type and amount of Loss;
- the Insured's name; and
- the Travel Supplier Name; and
- policy number.
- The Insured must return all unused, non-refundable tickets.

#### **Payment of Claims:**

**When Paid:** Claims will be paid as soon as the Travel Insurance Administrator receives complete proof of Loss and verification of age.

#### **To Whom Paid:**

Benefits are payable to the Insured who applied for coverage and paid any required plan cost. Any benefits payable due to the Insured's death will be paid

to the Insured's estate, unless written notice of a designated beneficiary is provided to the Company.

Medical Expense and Emergency Evacuation benefits may be payable directly to the provider. However, the provider: (a) must comply with the statutory provision for direct payment; and (b) must not have been paid from any other sources.

**Medical Expense, Emergency Evacuation and Repatriation of Remains and Accidental Death & Dismemberment Proof of Loss:** The Insured must provide the Travel Insurance Administrator with: (a) all medical bills and reports for medical expenses claimed; and (b) a signed patient authorization to release medical information to the Travel Insurance Administrator.

**The following provision applies to *Accident/Sickness Medical Expense and Emergency Evacuation & Repatriation of Remains Coverage*:**

**Subrogation** - To the extent the Company pays for a Loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. The Insured must help the Company preserve its rights against those responsible for its Loss. This may involve signing any papers and taking any other steps, the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage.



The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

**Coverage** - as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy except coverage provided under this Policy and any fund or insurance policy providing the Insured with coverage for any claims, causes of action or rights the Insured may have against the Company.

**Third Party** - as used in this Subrogation section, means any person, corporation or other entity (except the Insured and the Company).

## SECTION VI

### GENERAL PROVISIONS

**Entire Contract; Changes.** This Policy, Schedule of Benefits, Application and any attachments are the entire contract of insurance. In the absence of fraud, all statements made by the Insured will be considered representations and not warranties. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments.

**Acts of Agents.** No agent or any person or entity has authority to accept service of the required proof of loss or demand arbitration on the Company's behalf nor to alter, modify, or waive any of the provisions of this Policy.

**Company's Recovery Rights.** In the event of a payment under this Policy, the Company is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Company any legal papers relating to that recovery, do whatever is necessary to

help the Company exercise those rights, and do nothing after the loss to harm the Company's rights. When an Insured has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Company by the Insured and reimbursed to the Company the extent of the Company's payment.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any Insured whose Loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to perform an autopsy in case of death where it is not forbidden by law.

**Beneficiary Designation and Change.** The Insured's beneficiaries are the persons designated by the Insured and on file with the Travel Insurance Administrator or the beneficiaries as shown in the Payment of Claim: To Whom Paid provision.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, without the consent of the designated beneficiaries, unless an irrevocable designation has been made, by providing the Travel Insurance Administrator with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

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

**Conformity with State Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

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

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Arbitration.** The Company and one or more Insured(s) with respect to the rights of such Insured(s) under this Policy shall be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this Policy, upon the written request of any Party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**Selection of Arbitrators:** One arbitrator shall be chosen by one side and another arbitrator by the other side, and a third arbitrator shall be chosen by the first two arbitrators before they enter into arbitration. All arbitrators shall be disinterested.

**Payment of Arbitration Fees and Costs:** Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly

understood that the intention is to favor reimbursement of such fees and expenses to an insured that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one Party shall be divided equally among such Parties.

**Location:** Any arbitration hereunder shall take place in New York, New York, unless otherwise mutually agreed upon by the two sides.

**Entry of Arbitration Award:** Judgment upon an arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.

**Concealment or Fraud.** The Company does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

**Payment of Premium.** Coverage is not effective unless all premium due has been paid to the Travel Insurance Administrator prior to a date of Loss or insured occurrence.

**Termination of this Policy.** Termination of this Policy will not affect a claim for Loss if the Loss occurred while this Policy was in force.

**Transfer of Coverage.** Coverage under this Policy cannot be transferred by the Insured to anyone else.

**Controlling Law.** Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that law.

### **TRAVEL ASSISTANCE & CONCIERGE SERVICES (Provided by On Call International)**

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll-free number.

**Within U.S.A. & Canada** 1-855-892-6495

**Outside U.S.A. & Canada** 603-328-1373

**Your Plan Number: TBB-1117**

### **MEDICAL SERVICES**

- **Medical Assistance** – Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities.
- **Medical Consultation and Monitoring** – If you are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.
- **Medical Evacuation** – When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the Policy. All medical transportation services must be authorized and arranged by Travelex's designated provider. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.
- **Emergency Medical Payments** – We will assist you in the advancement of funds or guarantee payments (up to the Policy limit) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.
- **Prescription Assistance** – We will assist you with replacing medications that are lost, stolen or spoiled during your Covered Trip, either locally or by special courier.

- **Dependent Transportation & Family Visits** – When a minor (age 18 or younger) is left unattended on a Covered Trip due to hospitalization or death of the accompanying adult, we will arrange for his or her return home, including escort expenses. If you are traveling alone and hospitalized 7 days or more, we will arrange transportation for a person you choose to visit you.
- **Repatriation of Remains** – In the event of death while on a Covered Trip, we will arrange for the preparation and transportation required to return your remains to your home.

### **24 HOUR TRAVEL ASSISTANCE SERVICES**

- **24 Hour Legal Assistance** – If while on your Covered Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.
- **Message Services** – We will transmit emergency messages to family, friends or business associates. We will advise you if we have difficulty delivering your message and let you know that the message has been received. We will also relay non-emergency e-mail or phone messages on your behalf at any time during your Covered Trip.
- **Language Interpretation Services** – We provide interpretation services in major languages and will refer you to appropriate local services, if needed.
- **Emergency Cash Transfer** – We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

- **Travel Document and Ticket Replacement** - When important travel documents (such as passports and visas) are lost or stolen, we will help you to secure replacements. We will also help you when airline or other travel tickets are lost or stolen. We will assist you with reporting your loss, reissuing tickets and obtaining the money required for this purpose (you are responsible for providing the funds).

#### **Pre-Trip Travel Services**

We provide 24-Hour information, help and advice for your planned Covered Trip such as:

- passport and visa information
- requirements and replacement
- travel health information or advisories,
- vaccine recommendations and requirements,
- government agency contact information (i.e. embassies, consulates, and other departments or agencies)
- weather and currency information

#### **Concierge Services**

- restaurant, shopping, hotel recommendations/reservations
- local transport (rental car, limousine, etc) information and reservations
- sporting, theatre, night life and event information (sports, scores, stock quotes, gift suggestions, etc.), recommendations and ticketing
- golf course information, referrals, recommendations and tee times
- tracking and assisting with the return of lost or delayed baggage

#### **Business Services**

- emergency correspondence and business communication assistance
- assistance with locating available business services such as: express/overnight delivery sites, Internet cafes, print and copy services
- assistance with or arrangements for telephone and web conferencing
- emergency messaging to customers, associates, and others (phone, fax, e-mail, text, etc.)
- real time weather, travel delay and flight status information

- worldwide business directory service for equipment repair/replacement, warranty service, etc.
- emergency travel arrangements

While the assistance company strives to provide help and advice for unfortunate situations encountered by travelers, immediate resolution may not be possible due to the availability and circumstances beyond their control. The assistance company will make every reasonable effort to refer you to an appropriate medical and legal provider. Neither the Company, assistance company nor Traveler Insurance Services may be held responsible for the availability, quality, quantity or results of any medical treatment or service you may receive or your failure to obtain or receive medical treatment.