



**Dream. Explore. Travel On.**



## **FLIGHT INSURE**

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.



# Individual Travel Protection Insurance Policy: Flight Insure

**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 Delay (Maximum of \$100 per day)	\$100 Minimum 5 hour delay
<b>Travel Insurance Benefits</b>	
Accidental Death & Dismemberment Common Carrier Air Only	Amount selected up to \$1,000,000

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 coverages including will begin on the later of:

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

#### When Coverage Ends

All coverages end on the earlier/est of:

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

#### Extending Coverage

All coverage will be extended, if:

- the Insured's entire Trip is covered by the plan; and
- the Insured's return is delayed by one of the Unforeseen events specified under 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:

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

**SECTION II**

**SUMMARY OF BENEFITS**

**TRIP DELAY**

If Your Trip is delayed at least 5 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) You are involved in or delayed due to a traffic accident while en route to a departure. Traffic accident must be substantiated by a police report;
- (b) Common Carrier delay;
- (c) You or a Traveling Companion have lost or had stolen, your passports, travel documents, or money;
- (d) Inclement Weather which prohibits Your Common Carrier’s departure;
- (e) Natural Disaster at the departure or Destination;
- (f) Injury or Sickness of You or a Traveling Companion or death of the 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.

**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.

**“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.

**“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.

**“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.

**“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.

**“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.

**“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.

**“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.

**“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.

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

**“Travel Supplier”** means the tour operator 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 180 days; travel is primarily by Common Carrier and only incidentally by private conveyance.

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

## 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 180 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

#### ***The following exclusions also apply to 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: 1.855.205.6054

#### 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.

#### 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 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.

**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.

## 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.



## ENDORSEMENT

This endorsement, effective 12:01AM:

Forms a part of Policy No.:

Issued to:

By: Berkshire Hathaway Specialty  
Insurance Company

## ARKANSAS AMENDATORY ENDORSEMENT

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

**This endorsement modifies insurance provided under the following:**

**Travel Protection Insurance Policy**

## SECTION V CLAIMS INFORMATION

**I. Claim Procedures: Proof of Loss** is replaced by the following:

**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;
- the Travel Supplier Name; and
- policy number.
- The Insured must return all unused, non-refundable tickets.

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

The reasonable cost of collection and attorney's fees will be

assessed against the Company and the Insured in the proportion each party benefits from the recovery. However, the Company shall not be entitled to the proceeds of any recovery until such time as the Insured is fully compensated for the loss he sustained.

## SECTION VI GENERAL PROVISIONS

### I. **Legal Actions** is replaced by the following:

**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 5 years after the time written proof of loss is required to be furnished.

### II. **Arbitration** is replaced by the following:

**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 voluntary and non-binding arbitration, 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 the county and state where the Insured resides, 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.

All other terms and conditions of the Policy remain unchanged.



## ARKANSAS IMPORTANT NOTICE

You may contact the insurance company for any problems or concerns with your insurance.

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

If we fail to provide you with reasonable and adequate service, you may contact:

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

## **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: FIB-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 Travelex 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.