



# Individual Travel Protection Insurance Policy NV14:

**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.

Signed for the Company at its home office:

Secretary

President

**This base plan provides coverage for Event Ticket Coverage.**

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## SCHEDULE OF BENEFITS

### Maximum Limit

Event Ticket Coverage \$5,000 per Person

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 a Travel Insurance Administrator representative.

## SECTION I

### COVERAGE DETAILS

#### When Coverage Begins

Event Ticket Benefit coverage will be effective at 12:01 a.m. (standard time) on the date following payment to the Company of any required plan cost and after any required Application is completed.

#### When Coverage Ends

Event Ticket Benefit coverage end on the earlier/est of: (a) the cancellation of the Insured's Trip; (b) the date and time the event takes place; or (c) when the Insured uses the single day Ticket.

## SECTION II

### SUMMARY OF BENEFITS

#### CANCELLATION

Benefit will be provided for loss(es) incurred by You or Traveling Companion for a covered Trip cancelled up to the date and time 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 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 Your Traveling Companion's, or a Traveling Companion, or a Family Member traveling with You, that is so disabling as to cause a reasonable person to cancel 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 must be so disabling as to reasonably cause a Trip to be canceled 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 their Trip to assume daily management of the business. Such disability must be certified by a Physician;

#### Transportation and Accommodation

- (a) You or a Traveling Companion is directly involved in or delayed due to an traffic accident, while en route to the Insured's Destination. Traffic accident must be substantiated by a police report.
- (b) government mandated shutdown resulting in the complete cessation of services of Your Common Carrier;

### Environment

- (a) Inclement Weather, if all of the following conditions are met:
  - (1) causes delay or cancellation of travel consecutive hours;
  - (2) prevents You from reaching Your Destination;
- (b) You or a Traveling Companion's Primary Residence being made Uninhabitable or inaccessible by Natural Disaster, vandalism, or burglary.
- (c) Your or a Traveling Companion's Destination being made Uninhabitable or Inaccessible by Natural Disaster, vandalism or burglary.

### Political / Violence

- (a) You or a Traveling Companion, Family Member is called to active military service as a reservist, firefighter, or police staff; to provide aid or relief in the event of a Natural Disaster, or military leave is revoked or reassigned;
- (b) You or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to the Departure Date. No coverage is provided for Felonious Assault committed by another Insured, Family Member, Traveling Companion or Traveling Companion's Family Member;
- (c) a Terrorist Incident in a City listed on Your itinerary within 30 days of Your scheduled arrival;

### Work

- (a) You or a Traveling Companion or parent or legal guardian if the Insured is a Child is involuntarily terminated or laid off more than 30 days after Your effective date of coverage, provided that he or she has been an active employee with the same employer for at least 2 continuous years. 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) You or a Traveling Companion are employed as a full time teacher or other full time employee or a student at a primary or secondary school and are required to complete an extended school year that falls on or beyond the Departure Date;

**Event Ticket Cancellation Benefit:** The Company will reimburse You for the full cost of Forfeited, nonrefundable, pre-paid Event Tickets charged to Your credit or debit card if You are unable to attend due to an Unforeseen event listed above.

### SECTION III

#### DEFINITIONS

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

**"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 institution of learning; 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.

**“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 as shown on the travel documents.

**“Domestic Partner”** means a civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon.

**“Event Ticket”** means an admission ticket for: an event such as sports, performing arts, or other similar events for one specific day and time or a multi-day or multi-event admission ticket to a series of events such as season tickets for sports, performing arts, or other similar events. Series tickets for a regular sporting season do not include postseason or play-offs unless indicated in the Confirmation.

**“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 of operations due to insolvency, with or without the filing of a bankruptcy petition by a tour operator, airline, or resort.

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

**“Inclement Weather”** means any severe weather condition which prevents the Insured from participating in a non-refundable prepaid event.

**“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 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. Loss does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages. Loss also does not include any form of consequential, incidental, or indirect damages or injury.

**“Mental, 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.

**“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.

**“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 travel documents.

**“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.

**“Terrorist Incident”** means any Act of Terrorism that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States.

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

**“Travel Supplier”** means the company that provides pre-paid Tickets.

**“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 attendance at or participation in an event or series of events for which prepaid non-refundable tickets are purchased.

**“Trip Cost”** means the amount paid for an Event Ticket, including any service, handling fees and taxes prior to the Insured’s Departure Date.

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

**“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, while sane;
- (b) Normal Pregnancy or Childbirth, other than Unforeseen Complications of Pregnancy, of the Insured, a Traveling Companion or a Family Member;
- (c) war (whether declared or not) or act of war, voluntary participation in a civil disorder, riot, insurrection or unrest;
- (d) any unlawful acts, based on an Oregon court conviction and Oregon laws or based on conviction in another applicable jurisdiction's courts and laws, committed by the Insured, a Family Member, a Traveling Companion, or Business Partner whether insured or not;
- (e) Mental, Nervous or Psychological Disorder;
- (f) any Loss that occurs at a time when this coverage is not in effect;
- (g) traveling solely or substantially for the purpose of securing medical treatment;
- (h) any Trip taken outside the advice of a Physician;
- (i) **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 Trip Cancellation:*

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;
- (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, for any reason;
- (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;

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy for all coverages shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss payable under this Policy there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity.

## 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: CBPConnect.com
- Mobile App: N/A
- Email: eventclaims@cbpinsure.com
- Telephone: 1.800.560.6340

#### 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, 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. 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.

#### 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.

**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, 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.

## 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 may be submitted to voluntary arbitration, if mutually acceptable at the time of the dispute after all internal appeals have been exhausted. Any such arbitration will be subject to Oregon laws, and 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. Arbitration may be binding upon consent of the Insured.

**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 state of Oregon in the county 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.

**Concealment or Fraud.** The Company does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance, which the Company relied upon in accepting the risk and which resulted in the issuance of a Policy that the Company would not have issued had the true facts been known.

**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.