

# Rental Car Damage & Emergency Evacuation Protection

## Cover Page

This document holds all of the relevant information you will need in regard to your travel protection plan.

**Please review the following two (2) sections:**

- **Travel Protection Plan Certificate**  
*Including Applicable State Exceptions*
- **Worldwide Emergency Assistance Services**  
*Provided by On Call International*

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way,  
Eatontown, NJ 07724  
(Hereinafter referred to as "the Company")

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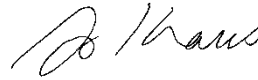
**TRAVEL PROTECTION PLAN CERTIFICATE**

This Certificate of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our. The insurance benefits vary from program to program. Please refer to the Schedule of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

Signed for **United States Fire Insurance Company** By:



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

Insurance provided by this Certificate is subject to all of the terms and conditions of the Group Policy. If there is a conflict between the Policy and this Certificate, the Policy will govern.

**Renewal:** Coverage under this Certificate is not renewable.

**SHORT TERM COVERAGE**

**NON-RENEWABLE**

**TABLE OF CONTENTS**

**SCHEDULE OF BENEFITS**

<b>SECTION I.</b>	<b>COVERAGES</b>
<b>SECTION II.</b>	<b>DEFINITIONS</b>
<b>SECTION III.</b>	<b>INSURING PROVISIONS</b>
<b>SECTION IV.</b>	<b>GENERAL EXCLUSIONS</b>
<b>SECTION V.</b>	<b>GENERAL PROVISIONS</b>

**SCHEDULE OF BENEFITS**

**Benefit**

**Maximum Benefit Amount/Principal Sum**

**Part A – Travel Arrangement Protection**

Rental Car Damage.....  
.....\$35,000

**Part B – Travel Insurance Benefits**

Evacuation.....  
.....\$7,500

**SECTION I. COVERAGES**

**COVERAGE A  
RENTAL CAR DAMAGE**

You are eligible for benefits up to the Maximum Benefit Amount shown in the Schedule of Benefits if You rent a car while on Your Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control while in Your possession, or the car is stolen while in Your possession and is not recovered.

**We will pay the lesser of:**

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired;
- b. the Actual Cash Value of the car; or
- c. the amount shown in the Schedule of Benefits.

Coverage is provided to You, provided You are a licensed driver and are listed on the rental agreement.

**Coverage is not provided for loss due to:**

- 1. any obligation of You, a Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);
- 2. rentals of trucks, campers, trailers, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
- 3. any loss which occurs if You or anyone traveling with You are in violation of the rental agreement;
- 4. failure to report the loss to the proper local authorities and the rental car company;
- 5. damage to any other vehicle, structure or person as a result of a covered loss;
- 6. any loss as the result of or attributed to driving the rental vehicle: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication which recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
- 7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the rental vehicle; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the vehicle; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

**ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO RENTAL CAR DAMAGE**

The following outlines Your duties in the event of any damage to the vehicle. You must:

- a) Take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;
- b) Report the loss to the appropriate local authorities and the rental company as soon as possible;
- c) Obtain all information on any other party involved in the Accident, such as name, address, insurance information and driver’s license number;
- d) Provide Us all documentation such as rental agreement, police report and damage estimate.

These benefits will not duplicate any other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

**COVERAGE B  
EMERGENCY MEDICAL EVACUATION**

When You incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

1. If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You to Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the authorized travel assistance company).

2. If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence, or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
  - i) one-way Economy Transportation;
  - ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
  - iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.

These benefits will not duplicate any other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

## SECTION II. DEFINITIONS

**“Accident”** means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**“Actual Cash Value”** means current replacement cost for items of like kind and quality.

**“Common Carrier”** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire.

**“Complications of Pregnancy”** means conditions (when the pregnancy is not terminated) 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 does 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.

**“Covered Accident”** means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.

**“Economy Transportation”** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for Your Trip.

**“Exotic Vehicles”** means Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR.

**“Family Member”** means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, or domestic partner.

**“Home”** means Your primary place of residence.

**“Hospital”** means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

**“Injury” or “Injuries”** means bodily harm caused by an Accident which: 1) occurs while Your coverage is in effect under the Certificate; and 2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**“Insured”** means a person(s) who is booked to travel on a Trip, completes the enrollment form and for whom the required premium is paid, also referred to as You and Your.

**“Intoxicated”** mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

**“Legally Qualified Physician”** means a physician, or a Christian Science Practitioner: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

**“Maximum Benefit Amount”** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

**“Medically Necessary”** means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

**“Medical Treatment”** means examination and treatment by a Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment.

**“Scheduled Departure Date”** means the date on which You are originally scheduled to leave on Your Trip.

**“Scheduled Return Date”** means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

**“Sickness”** means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the Certificate.

**“Third Party”** means a person or entity other than You or the Company.

**“Transportation Expense”** means the cost of Medically Necessary conveyance, personnel, and services or supplies.

**“Travel Arrangements”** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip.

**“Traveling Companion”** means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

**“Travel Supplier”** means any entity or organization that coordinates or supplies travel services for You.

**“Trip”** means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip; a scheduled trip of 45 days or less for which coverage is requested and the premium is paid.

**“Us”, “We”, “Our”** means United States Fire Insurance Company.

**“Usual and Customary Charges”** means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

### **SECTION III. INSURING PROVISIONS**

#### **Who Is Eligible For Coverage:**

A citizen or resident of the United States of America who is booked to travel on Your Trip, completes the enrollment form and for whom the required premium is paid. Eligibility for purchase will be determined at time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and premium will be refunded.

#### **When Coverage Begins – Coverage Effective Date:**

**All Coverages:** Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. This is Your “Effective Date” and time for all other coverages.

**When Coverage Ends – Coverage Termination Date:**

**All Coverages:** Your coverage automatically ends on the earlier of: 1) the date Your Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at Your return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by the Certificate. Termination of the Certificate will not affect a claim for loss that occurs after premium has been paid.

**Extension of Coverage:** All coverages under the Certificate will be extended if Your entire Trip is covered by the Certificate and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date You reach Your originally scheduled return destination or 7 days after the Scheduled Return Date.

**SECTION IV. GENERAL EXCLUSIONS**

**Benefits are not payable for any loss due to, arising or resulting from:**

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion or Family Member booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a member of a team in an organized sporting competition or participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in skydiving or parachuting, hang gliding, bungee cord jumping, or scuba diving if the depth exceeds 120 feet (40 meters), or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
13. any amount paid or payable under any Worker’s Compensation, Disability Benefit or similar law;
14. a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You.

**SECTION V. GENERAL PROVISIONS**

**Notice of Claim:** Notice of claim must be reported within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

**Payment of Claims:** Benefits for loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;

- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other Benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

All or a portion of all benefits provided by the Certificate may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) the Insured's estate, We may pay up to \$1,000 to the Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

**Legal Actions:** All policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

**Other Insurance with the Company:** You may be covered under only one travel Certificate with the Company for each Trip. If You are covered under more than one such Certificate, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

**Reductions in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for Your Trip.

## STATE SPECIFIC WORDING

These Amendatory Endorsements are attached to and made a part of the Certificate issued to the Insured. The provisions of these Amendatory Endorsements are effective on the Effective Date and will expire concurrently with the Policy/Certificate, unless otherwise terminated.

### ARKANSAS AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Arkansas Residents** as follows:

1. The **Legal Actions** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:  
**Legal Actions:** All policy terms will be interpreted under the laws of the state in which the policy was issued. Legal action or suit for a claim may be brought against Us within the time allowed by law.
2. The **Subrogation** provision appearing in **SECTION V General Provisions** is amended to include this sentence which will appear as follows at the end of the provision:

The Company is entitled to recovery only after You have been fully compensated for the loss sustained.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE AR

### CALIFORNIA AMENDATORY ENDORSEMENT

This Policy/Certificate are hereby amended for **California Residents** as follows:

1. The Who is Eligible for Coverage provision appearing in SECTION III. INSURING PROVISIONS of the Certificate is deleted and replaced with the following:  
**Who is Eligible for Coverage:**  
A citizen or resident of the United States of America who is booked to travel on Your Trip completes the enrollment form and for whom the required premium is paid.
2. The **Time of Payment of Claims** provision appearing in **Section V. GENERAL PROVISIONS** is deleted and replaced as follows:  
**Time of Payment of Claims:** Subject to due written proof of loss, all indemnities for loss for which this policy provides payment will be paid as they accrue and any balance remaining unpaid at termination of the period of liability will be paid immediately upon receipt of due written proof.
3. The **Entire Contract** provision is added to in **Section V. GENERAL PROVISIONS:**  
**Entire Contract:** The entire contract is made up of the Policy, the Application, the Certificates of Insurance, and the individual enrollment forms of the Insureds. Any statement made by the insured shall, in the absence of fraud, be deemed a representation and not a warranty. No statement made by any insured whose eligibility has been accepted by the insurer shall be used in defense to a claim hereunder. No agent may change the Policy or Certificate of Insurance in any way. Only an officer of the Company can approve a change. Any such change must be shown in the Policy or its attachments

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE-CA

### COLORADO AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Colorado Residents** as follows:

The DEFINITONS section of the policy is amended to include the following:

Dependent means a spouse, a partner in a civil union, and unmarried child under nineteen years of age, an unmarried child who is a full-time student under twenty-four years of age and who is financially dependent upon the parent, and an unmarried child of any age who is medically certified as disabled and dependent upon the parent. "Dependent" shall include a designated beneficiary, as defined in section 15-22-103 (1), C.R.S., if an employer elects to cover a designated beneficiary as a dependent.

If there is a conflict between the Policy/Certificate and this Rider, the terms of this Endorsement will govern. T210-AE CO

### CONNECTICUT AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Connecticut Residents** as follows:

1. The following is added to the **Face Page** of the Certificate:  
Upon request by an Insured, the Master Group Policy, situated in Illinois, is available for examination.
2. The following Exclusion 9. in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:



9. no indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Legally Qualified Physician;

3. The **Subrogation** provision in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:  
**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right as permitted by law. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss, as permitted by law.
4. The following is added to **SECTION V GENERAL PROVISIONS**:  
**Required Connecticut Statement regarding termination of Participating Organization or Master Group Policy:** In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE CT

#### **DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT**

The Certificate is hereby amended for **District of Columbia Residents** as follows:

1. The following will appear at the bottom of the Cover Page, directly above the **TABLE OF CONTENTS**:  
**LIMITED BENEFIT COVERAGE**
2. **SECTION V GENERAL PROVISIONS** is amended to include the following provisions:  
**Fraud Warning as required for District of Columbia Residents:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.  
**Required District of Columbia Statement regarding termination of Participating Organization or Master Group Policy:** In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE DC

#### **FLORIDA AMENDATORY ENDORSEMENT**

(Applicable to **FLORIDA** Residents Only)

The Policy/Certificate are hereby amended for **Florida Residents** as follows:

The **Legal Actions** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Legal Actions:** No legal action may be brought to recover on the Policy until 60 days after the Company receives Proof of Loss. No legal action for a claim may be brought against Us more than 5 years after the time required by law for giving Proof of Loss. This 5 year time period is extended from the date Proof of Loss is furnished and the date the claim is denied in whole or in part.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE FL RESIDENTS ONLY

#### **GEORGIA AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Georgia Residents** as follows:

The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE GA

#### **HAWAII AMENDATORY ENDORSEMENT**

The Certificate is hereby amended for **Hawaii Residents** as follows:

The following is added to **SECTION V GENERAL PROVISIONS** as follows:

**Representations:** All statements made by the Insured are deemed representations and not warranties. No statement made by the Insured shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the Insured or to the Insured's beneficiary, if any. A misrepresentation, unless it is made with actual intent to deceive or unless it materially affects the acceptance of the risk assumed by the Company, shall not prevent a recovery under the Certificate.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE HI

#### **IDAHO AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Idaho Residents** as follows:

1. The following is added at the bottom of **SECTION V General Provisions**:

##### **Contact Information for the Idaho Department of Insurance:**

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3rd Floor  
PO Box 83720  
Boise, ID 83720-0043  
1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE ID

#### **ILLINOIS AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Illinois Residents** as follows:

A. The last sentence in the definition of "**Injury**" or "**Injuries**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity and must not be caused by, or result from, Sickness.

B. The definition of "**Complications of Pregnancy**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

"**Complications of Pregnancy**" means conditions (when the pregnancy is not terminated) 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, hyperemesis gravidarum, preeclampsia, 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 does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

C. The **Time of Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss. Failure to pay within such period shall entitle the Insured to interest at the rate of 9% per annum from the 30<sup>th</sup> day after receipt of acceptable proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE IL

#### **LOUISIANA AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Louisiana Residents** as follows:

1. The **Time of Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

2. The **Legal Actions** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against the Company until 45 days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than 3 years after the time required for giving proof of loss. This 3-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

3. The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if when applying for coverage, You made a fraudulent statement or misrepresentation with the intent to deceive. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment, or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.

4. The **Subrogation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Subrogation:** If the Company make any payment under this coverage and the person to or for whom payment is made has a right to recover damaged from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to Your right to be fully compensated.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE LA

### **MAINE AMENDATORY ENDORSEMENT**

The Certificate is hereby amended for **Maine Residents** as follows:

1. The definition of **Actual Cash Value** appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

**"Actual Cash Value"** means the replacement cost of an insured item of property at the time of loss, less the value of Physical Depreciation as to the item damaged. As used in this definition, Physical Depreciation means a value as determined according to standard business practices.

2. The **Concealment and Misrepresentation** provision in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been fraudulent or materially misrepresented. Notice of cancellation of the entire coverage will be delivered to the Insured at the Insured's last known address, and cancellation shall become effective 10 days after receipt by the Insured.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE ME

### **MARYLAND AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Maryland Residents** as follows:

1. The **Concealment and Misrepresentation** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE MD

### **MINNESOTA AMENDATORY ENDORSEMENT**

The Certificate is hereby amended for **Minnesota Residents** as follows:

1. The third paragraph of the **Face Page** is deleted and replaced as follows:

Insurance is provided by a Group Policy situated in a state other than Minnesota. Certificates delivered to residents of Minnesota are subject to the terms of the Certificate and this Minnesota Amendatory Endorsement and not the Group Policy.

2. The **Time of Payment of Claims** and **Concealment and Misrepresentation** provisions in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim within five business days after receipt of acceptable proof of loss.

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance was orally misrepresented or misrepresented in writing with intent to deceive and defraud, or the misrepresentation increases the risk of loss.

3. The following is added as the last sentence in the **Subrogation** provision in **SECTION V GENERAL PROVISIONS**:

The Company may not subrogate itself to the rights of an Insured to proceed against another person if that other person is an Insured by the Company for the same loss.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE MN

#### **NEBRASKA AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Nebraska Residents** as follows:

- A. In Exclusion 4. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to “races” is changed to “organized races”.
- B. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim immediately (or within 30 days) after receipt of acceptable proof of loss.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE NE

#### **NEVADA AMENDATORY ENDORSEMENT**

The Policy is hereby amended for **Nevada Residents** as follows:

1. **SECTION V TERMINATION OF MASTER POLICY** is deleted and replaced as follows:

If the Policy has been in effect for less than 70 days, the Policyholder or the Company may terminate the Master Policy by giving 31 days advance written notice to the other party. Termination is without prejudice to any claims that exist on such date.

If the Policy has been in effect for 70 days or more, the Company may terminate the Master Policy before the expiration of the agreed term for any one of the following grounds:

- (a) failure to pay premium when due;
- (b) conviction of the Insured of a crime arising out of acts increasing the hazard insured against;
- (c) discovery of fraud or material misrepresentation in the obtaining of the Master Policy or in the presentation of a claim thereunder;
- (d) discovery of an act of omission or a violation of any condition of the Master Policy.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE NV

#### **OHIO AMENDATORY ENDORSEMENT**

The Certificate is hereby amended for **Ohio Residents** as follows:

- A. The following statement is added to the **Face Page** of the Certificate:

**WARNING:** Any person who knowingly, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

- B. The **Who is Eligible For Coverage** provision appearing **SECTION III INSURING PROVISIONS** is deleted and replaced as follows:

**Who Is Eligible For Coverage:**

A citizen or resident of the United States of America who is booked for travel on Your Trip, completes the enrollment form and for whom the required premium is paid.

- C. **SECTION V GENERAL PROVISIONS** is amended to include the following provision at the end:

**Required Ohio Statement regarding termination of Participating Organization or Master Group Policy:** In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern. T210-AE OH

#### **OKLAHOMA AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Oklahoma Residents** as follows:

1. The third paragraph on the **Face Page** is deleted and replaced as follows:

Insurance provided by this Certificate is subject to all the terms and conditions of the Group Policy, situated in a state other than Oklahoma. Certificates delivered to residents of Oklahoma are subject to the terms of this Certificate and not the Group Policy.

2. The following statement is added to the **Face Page** of the Certificate:

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, is guilty of a felony.

3. Exclusion 2. pertaining to war appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:

2. war or any act of war (whether declared or undeclared) while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer.

4. The **Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) the Insured's estate, We may pay up to \$1,000 to the Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

5. The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

6. **SECTION V General Provisions** is amended to include the following provisions:

**Conformity with Oklahoma statutes:** The provisions of this Certificate conform to the requirements of Oklahoma law and this Certificate controls over any conflicting statutes of any state in which You reside on or after the effective date of this Certificate.

**Required Oklahoma Statement regarding premium:** The exact amount of premium will be determined upon purchase of the coverage under this Certificate, and the basis and rates upon which the premium will be determined are the plan design, Trip cost and age of the Insured.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE OK

#### **RHODE ISLAND AMENDATORY ENDORSEMENT**

The Certificate is hereby amended for **Rhode Island Residents** as follows:

1. The definition of **Family Member** in **SECTION II DEFINITIONS** is deleted and replaced as follows:  
"**Family Member**" means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, a person who is a party to a civil union with You as Your dependent and spouse, or Domestic Partner.

2. The **Time of Payment of Claims** provision in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim within 60 days after receipt of acceptable proof of loss.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE RI

#### **SOUTH CAROLINA AMENDATORY ENDORSEMENT**

The Certificate is hereby amended for **South Carolina Residents** as follows:

1. The **Payment of Claims, Physical Examination and Autopsy and Legal Actions** provisions in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:

**Payment of Claims:** Benefits will be paid to the Insured. Loss of Life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at the Company's option, either to the Insured's beneficiary or estate.

**Physical Examination and Autopsy:** The Company at its own expense may have the Insured examined as often as reasonably necessary while a claim is pending and in cases of death of the Insured the Company at its own expense also may have an autopsy performed during the period of contestability unless prohibited by law. The autopsy must be performed in South Carolina.

**Legal Actions:** No legal action may be brought to recover on this Certificate within sixty days after written proof of loss has been given as required by this Certificate. No such action may be brought after six years from the time written proof of loss is required to be given.

2. The following provision is added as the last provision in **SECTION V GENERAL PROVISIONS**:

**Change of Beneficiary:** The Insured can change the beneficiary at any time by giving the Company written notice. The beneficiary's consent is not required for this or any other change in the Certificate, unless the designation of the beneficiary is irrevocable.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE SC

#### **SOUTH DAKOTA AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **South Dakota Residents** as follows:

1. The following Exclusion 9. appearing in **SECTION IV GENERAL EXCLUSIONS** is deleted in its entirety:

9. being intoxicated as defined herein, or under the influence of any controlled substance unless administered or prescribed by a Legally Qualified Physician”;

2. The last sentence of the **Legal Actions** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

No legal action for a claim may be brought against Us after 6 years from the time written Proof of Loss is required to be furnished.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE SD

#### **UTAH AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Utah Residents** as follows:

1. The definition of **Family Member** appearing in **SECTION II DEFINITIONS** is amended to include a child placed for adoption with the Insured.

2. The definition of **Complications of Pregnancy** appearing **SECTION II DEFINITIONS** is deleted and replaced as follows:

**“Complications of Pregnancy”** means diseases or conditions the diagnoses of which are distinct from pregnancy but are adversely affected or caused by pregnancy and not associated with a normal pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, ectopic pregnancy which is terminated, a spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia, pre-eclampsia and toxemia.

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy.

3. The **Proof of Loss** provision appearing in **SECTION V GENERAL PROVISIONS** is amended to include the following sentence at the end of the provision:

Failure to give notice or file proof of loss does not bar recovery under the Certificate if the Company fails to show that it was prejudiced by the failure to provide proof in a timely manner.

4. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

5. The definition of **Hospital** appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

**“Hospital”** means (a facility that is licensed and operating within the scope of such license. This definition may not preclude the requirement of medical necessity of hospital confinement or other treatment.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE UT

#### **VERMONT AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Vermont Residents** as follows:

- A. The references to “Usual and Customary” are replaced by “Reasonable and Necessary”.

- B. The definition of “**Usual and Customary**” appearing in **SECTION II DEFINITIONS** will now appear as the definition of “**Reasonable and Necessary**”.
- C. The following exclusions appearing in **SECTION IV GENERAL EXCLUSIONS** are deleted and/or deleted and replaced as follows:
4. riding or driving in races, or speed or endurance competitions or events, when racing in a professional capacity;
  5. deleted in its entirety (relating to mountaineering);
  7. participating in parachuting.

- D. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, after settlement has been agreed upon, will pay the claim in the agreed amount within 10 working days.

- E. The following is added as the last sentence in the **Legal Actions** provision appearing in **SECTION V GENERAL PROVISIONS**:

However, Your right to bring legal action against Us is not conditioned upon Your compliance with the provisions of any appraisal condition.

- F. **SECTION V GENERAL PROVISIONS** is amended to include the following provision at the end of that section:

**Vermont law regarding civil unions:** Vermont law requires that insurance policies and certificates offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with Vermont law regarding civil unions, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions within this Certificate designating Insured, Eligible Person, Family Member, You/and or Your and another other certificate definitions and provisions designating an Insured under this Certificate are amended, whenever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used to indicate parties to a civil union and their families under Vermont law.

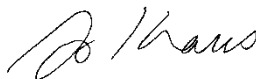
If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Amendatory Endorsement will govern.  
T210-AE VT

If there is a conflict between the Policy and the Endorsements, the terms of the Endorsements will govern.

Signed for **United States Fire Insurance Company** By:



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

When used throughout this document “The Company”, “Our”, “We”, or “Us” means:

**United States Fire Insurance Company**

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**PRIVACY POLICY AND PRACTICES**

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

**Your Privacy is Our Concern**

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

**To whom do we disclose information about you?**

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

**How to contact Us**

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator  
Fairmont Specialty  
5 Christopher Way, 3<sup>rd</sup> Floor  
Eatontown, New Jersey 07724



When used throughout this document “Company”, “Our”, “We”, or “Us” means:

**United States Fire Insurance Company**

**GRIEVANCE PROCEDURES**

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we’ve made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

**DEFINITIONS**

A “**Grievance**” is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An “**Adverse Determination**” is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

**INFORMAL GRIEVANCE PROCEDURE**

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don’t have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

**FORMAL GRIEVANCE PROCEDURE**

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

**First Level Review**

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer’s understanding of the Grievance.
- (3) The specific reason(s) for the reviewer’s decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.

- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

### **Second Level Review**

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
  - attend the Second Level Review
  - present his/her case to the review panel;
  - submit supporting materials before and at the review meeting;
  - ask questions of any member of the review panel;
  - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
  - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

### **EXPEDITED REVIEW**

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

## **NON-INSURANCE WORLDWIDE ASSISTANCE SERVICES**

### **On Call International**

Not a care in the world...when you have our 24/7 global network to assist you on your travels.

- **CareFree™ Travel Assistance**
- **Medical Assistance**
- **Emergency Services**

### **CareFree™ Travel Assistance**

#### Travel Arrangements

- Arrangements for last-minute flight and hotel changes
- Luggage Locator (reporting/tracking of lost, stolen or delayed baggage)
- Hotel finder and reservations
- Airport transportation
- Rental car reservations and automobile return
- Coordination of travel for visitors to bedside
- Return travel for dependent/minor children
- Assistance locating the nearest embassy or consulate
- Cash transfers
- Assistance with bail bonds

#### Pre-Trip Information

- Destination guides (hotels, restaurants, etc.)
- Weather updates and advisories
- Passport requirements
- Currency exchange
- Health and safety advisories

#### Documents and Communication

- Assistance with lost travel documents or passports
- Live email and phone messaging to family and friends
- Emergency message relay service
- Multilingual translation and interpretation services

### **Medical Assistance Services**

- Medical case management, consultation and monitoring
- Medical Transportation
- Dispatch of a doctor or specialist
- Referrals to local medical and dental service providers
- Worldwide medical information, up-to-the-minute travel medical advisories, and immunization requirements
- Prescription drug replacement
- Replacement of eyeglasses, contact lenses and dental appliances

### **Emergency Services**

- Emergency evacuation
- Repatriation of mortal remains
- Emergency medical and dental assistance
- Emergency legal assistance
- Emergency medical payment assistance
- Emergency family travel arrangements

CareFree™ Travel Assistance, Medical Assistance and Emergency Services can be accessed by calling On Call International at **1-855-892-6490** or, from outside the U.S. or Canada, call collect: **1-603-328-1378**.

## **CLAIMS PROCEDURE**

- 1. EMERGENCIES ARISING DURING YOUR COVERED TRIP:** Please contact On Call International (as above).
- 2. ALL CLAIMS:** Report your claim as soon as possible to Aon Affinity (below). Provide the policy number, Your travel dates, and details describing the nature of Your loss. Upon receipt of this information, Aon Affinity will promptly forward You the appropriate claim form to complete.

**Online:** [www.aontravelclaim.com](http://www.aontravelclaim.com)

**Phone:** 1-(888) 253-1418 or 1-(516) 342-7300

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