# **UATP Accountholder Coverage – Domestic**

#### **Confirmation of Benefits**

As an eligible UATP Accountholder<sup>1</sup>, you are automatically protected for the following, provided the entire cost of the scheduled airfare(s), less redeemable certificates, vouchers or coupons, has been charged to a UATP Account<sup>2</sup>:

Benefits	Maximum Benefit Limit
Accidental Death & Dismemberment Common Carrier Only	\$125,000
Baggage Delay	\$500

<sup>&</sup>lt;sup>1</sup> Accountholder means an individual whose ticket is charged to a valid UATP Account.

<sup>&</sup>lt;sup>2</sup> Account means charge card Accounts sponsored by UATP and provided by UATP Issuers to corporate subscribers domiciled within the USA, Canada and Puerto Rico.

#### **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724 (Hereinafter referred to as "the Company")

#### TRAVEL PROTECTION INSURANCE 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 Confirmation 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 Confirmation of Benefits is incorrect.

Signed for United States Fire Insurance Company By:

Marc J. Adee Chairman and CEO James Kraus Secretary

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

**Renewal:** Coverage under this Certificate is not renewable. If coverage is needed for an additional Trip, new coverage must be purchased and correct premium submitted to Us or the administrator. If applicable, a new Deductible, Coinsurance, Pre-Existing Condition Exclusion will apply for each additional Trip.

#### SHORT TERM COVERAGE

NON-RENEWABLE

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#### **SCHEDULE OF BENEFITS**

Benefit

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Part A -	Travel	Arrangement	Protection
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ge Delay	
	\$500

#### **SECTION I. COVERAGES**

# COVERAGE A BAGGAGE DELAY

**Baggage Delay:** If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from Your time of arrival at a destination other than Your return destination, benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier, nor will benefits be paid for loss or damage to property specifically schedule under any other insurance.

#### **Additional Claims Provisions Specific to Baggage Delay**

Insured's Duties After Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and Insured must:

- a) take all reasonable steps to protect, save or recover the property:
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss:
- c) produce records needed to verify the claim and its amount, and permit copies to be made:
- d) send proof of loss as soon as reasonably possible after date of loss, providing date, time, and cause of loss, and a complete list of damaged/lost items : and
- e) allow the company to examine baggage or personal effects, if requested.

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

The Maximum Benefit Amount is shown in the Schedule of Benefits.

## **SECTION II. DEFINITIONS**

- "Actual Cash Value" means current replacement cost for items of like kind and quality.
- "Confirmation of Benefits" means the coverage confirmation provided to You following payment of the applicable premium.
- **"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.
- **"Eligible Person"** means a citizen or resident of the United States of America who is booked to travel on a Trip, completes an enrollment form if applicable, and for whom the required premium has been paid.
- "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 in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew.
- "Insured" means a person(s) who is booked to travel on a Trip, 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.
- **"Maximum Benefit Amount"** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.
- "Participating Organization" means an organization which elects to offer coverage under a Policy by completing a participation agreement that has been accepted by the Company.

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- **"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.
- "Third Party" means a person or entity other than You or the Company.
- "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 or will share accommodations with You in the same room, cabin, condominium unit, apartment unit or other lodging. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with 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.
- "Us", "We", "Our" means United States Fire Insurance Company.

#### **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, 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 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.

#### **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, while sane or insane;
- 2. an act of declared or undeclared war;
- 3. participating in maneuvers or training exercises of an armed service;
- 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;
- being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
- the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- 11. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
- 12. a loss or damage caused by detention, confiscation or destruction by customs;
- 13. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
- 14. business, contractual or educational obligations of You, a Family Member, Business Partner, or Traveling Companion;
- 15. Bankruptcy or Default or failure to supply services by a supplier of travel services;

- 16. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto;
- 17. Diving while in an abnormal state of which You were aware and/or due to which You were disqualified or not entitled to engage in diving;
- 18. Diving as a professional diver other than as a diving instructor, dive master, underwater photographer, or while performing research under the auspices and following the guidelines of the American Academy of Underwater Sciences (AAUS);
- 19. Diving in an area where diving is forbidden.

#### 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 or any amount due under the Certificate 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.

**Physician Examination and Autopsy:** The Company, at the expense of the Company, may have You examined when and as often as is reasonable while the claim is pending. The Company may have an autopsy done (at the expense of the Company) where it is not forbidden by law.

**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 cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been materially 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.

**Conformity with Montana Statutes:** The provisions of this Certificate conform to the minimum requirements of Montana law and this Certificate controls over any conflicting statutes of any state in which the Insured resides on or after the effective date of this Certificate.

#### **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724 (Hereinafter referred to as "the Company")

#### 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 accompanying Confirmation 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 Confirmation of Benefits is incorrect.

Signed for United States Fire Insurance Company By:

Marc J. Adee Chairman and CEO James Kraus Secretary

Jo / Caus

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

Renewal: Coverage under this Certificate is not renewable.

SHORT TERM COVERAGE

**NON-RENEWABLE** 

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#### **SCHEDULE OF BENEFITS**

Benefit

# Part B – Travel Insurance Benefits Accidental Death & Dismemberment Common Carrier

#### SECTION I. COVERAGES

# COVERAGE B COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT

Maximum Benefit Amount/Principal Sum

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You sustain an Injury while a passenger (not as a pilot, operator or member of the crew) riding in, boarding or alighting from a public conveyance provided by a Common Carrier that results in a loss shown in the Table of Losses below. The loss must occur within (365) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown in the Schedule of Benefits.

Table of Losses	
Type of Loss	Benefit Amount
Loss of Life	Principal Sum
Loss of both Feet, Both Hands or Both Eyes	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and One Eye or One Foot and One Eye	Principal Sum
Loss of one Hand, One Foot or One Eye	One-Half Principal Sum

Loss of hand or hands, or foot or feet, means severance at or above the wrist joint or ankle joint, respectively.

**Loss of eye or eyes** means the total and irrecoverable loss of the entire sight thereof. Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one accident.

The Benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only wen such loss results from the same accident.

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

The Principal Sum is shown in the Schedule of Benefits.

#### **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.
- "Common Carrier" means any land, sea or air conveyance operating under a valid license for the transportation of passengers for hire.
- "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.
- "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 in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew.
- "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, 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.
- "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 and is not covered by the Certificate.
- "Third Party" means a person or entity other than You or the Company.
- "Travel Arrangements" means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from Your Scheduled Trip Departure and return cities, provided the dates of travel for the air flights are within 7 total days of Your scheduled Trip dates.
- "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. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with 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.
- "Us", "We", "Our" means United States Fire Insurance Company.

#### **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, 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 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.

#### **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, while sane or insane;
- 2. an act of declared or undeclared war;
- 3. participating in maneuvers or training exercises of an armed service;
- riding or driving in races, or speed or endurance competitions or events;
- 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;
- 6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 7. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;

- 8. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- 9. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits.

#### **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.

**Physician Examination and Autopsy:** The Company, at the expense of the Company, may have You examined when and as often as is reasonable while the claim is pending. The Company may have an autopsy done (at the expense of the Company) where it is not forbidden by law.

**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 cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been materially 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.

**Conformity with Montana Statutes:** The provisions of this Certificate conform to the minimum requirements of Montana law and this Certificate controls over any conflicting statutes of any state in which the Insured resides on or after the effective date of this Certificate.

**Montana Statement Regarding Usual and Customary Charges:** A provider may charge more that the limits established by the defined terms and the additional charges may not be covered under the Certificate.

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# When used throughout this document "The Company", "Our", "We", or "Us" means: United States Fire Insurance Company

#### 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.

#### Summary of Provisions

This insurance is effective May 1, 2011 and will cease on the date the Certificate Policy Number US043223D is terminated or on the date your Account ceases to be in good standing, whichever occurs first.

Coverage does not apply while acting or training as a pilot or crew member or while dead-heading (member of an airline's flight staff carried free of charge while not working on that specific flight).

Certificate Policy Number: US043223D

For additional information about the plan or to make a claim, please contact the Plan Administrator.

This plan was designed for UATP Accountholders by Aon Affinity.

Aon Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency. Affinity Insurance Services is acting as a Managing General Agent as that term is defined in section 626.015(14) of the Florida Insurance Code. As an MGA we are acting on behalf of our carrier partner.

#### **Participating Organization:**

Universal Air Travel Plan, Inc. 1425 K Street, Suite 700 Washington, DC 20005 USA

#### Plan Administrator:

Aon Affinity 1100 Virginia Drive, Suite 250 Ft. Washington, PA 19034

#### For IATAN ID Cardholders Residing In The United States Underwritten by:

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