



### Important

This document provides only a summary of the Plan Benefits. This document is not Your Confirmation of Benefits or Certificate/Policy. Your Confirmation of Benefits and applicable Certificate/Policy is provided to You at time of purchase.

### Customer Service

Have questions about this Plan? You can view many Frequently Asked Questions at [www.mhross.com](http://www.mhross.com), or call an MH Ross Customer Service Representative at:

**1-800-423-3632**

### Satisfaction Guarantee

If You purchase this plan and You are not satisfied with Your plan for any reason, You may return the Plan Certificate/Policy and the Confirmation/Declarations to MH Ross within 10 days of receipt and Your premium will be refunded (less any Enrollment Fee), provided You have not filed a claim or departed on Your Covered Trip.

### Time Sensitive Provisions

If You purchase this plan at or before the final payment due date for Your Trip, then: 1) the plan exclusion for Pre-Existing Conditions will be waived; and 2) coverage is available under the Cancel For Any Reason Benefit.

### Cancel For Any Reason Benefit

If You cancel Your Trip for any reason not otherwise covered by this policy, We will reimburse You for 75% of the unused non-refundable prepaid expenses for Travel Arrangements You paid for Your Trip, provided:

- 1) Your payment for this plan is received at or before the final payment due date for Your Trip; and
- 2) You insure 100% of the cost of all Travel Arrangements that are subject to cancellation penalties or restrictions by the Travel Supplier; and
- 3) You cancel Your Trip two (2) days or more before Your Scheduled Departure Date.

### Insure The Full Cost of Your Trip

If You insure an amount less than 100% of the cost of all Travel Arrangements that are subject to cancellation penalties or restrictions: 1) the maximum benefit for Trip Cancellation will be limited to the amount of coverage You purchase; 2) the maximum benefit for Trip Interruption will be 150% of amount of coverage You purchased; and 3) there will be no coverage available under the Cancel For Any Reason Benefit.

### One Call Worldwide Travel Services Network

One Call Travel Services Network, Inc. provides: medical, legal and travel assistance services available 24 hours a day/365 days a year. A complete list of these services is available at [www.mhross.com](http://www.mhross.com).

Benefit & Service Schedule - R825P	
Plan Benefits	Maximum Benefit Amount
Accidental Death and Dismemberment.....	\$25,000
<b>Medical Expense/Emergency Assistance</b>	
Accident and Sickness Medical Expense .....	\$50,000
Emergency Evacuation and Repatriation .....	\$250,000
Trip Cancellation .....	Trip Cost
Trip Interruption.....	150% of Trip Cost
Missed Connection.....	\$1,000
Travel Delay (Up to \$150 Per Day) .....	\$750
Baggage and Personal Effects.....	\$2,500
Baggage Delay.....	\$250
Schedule of Services	
Plan Services	Maximum Service Amount
One Call 24-Hour Assistance Services.....	No Dollar Limit
Global Xpi Medical Records Service .....	No Dollar Limit
Non-Medical Emergency Evacuation.....	\$25,000
Cancel For Any Reason Benefit.....	75% of Non-Refundable Trip Cost

**This Plan is Underwritten By:** United State Fire Insurance Company

**Please Note:** This Plan is only effective for You if the required premium for the Covered Trip has been paid to MH Ross Travel Insurance Services prior to Your Scheduled Departure Date for Your Covered Trip. Plan provisions and benefits may vary by state jurisdiction. Please refer to Your Confirmation of Benefits and the Policy/Certificate for complete details.

TRAVEL INSURANCE & ASSISTANCE PLAN

**MH Ross** For Student Groups  
(of 10 or more persons)

# Group Advantage Plus



For Customer Service or Claims, call  
**1.800.423.3632**  
To Report a Claim Online  
**www.mhross.com**  
Plan #R825P

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

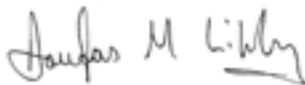
**GroupAdvantage  
Plan # R825P**

**TRAVEL PROTECTION INSURANCE  
Certificate of Insurance**

This Certificate of Insurance describes all of the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Benefits. It provides the Insured with specific information about the program he or she purchased. The Insured should contact the Company immediately if he or she believes that the Confirmation of Benefits is incorrect.

Signed for the Company,

President,



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 Certificate, the Policy will govern.

If You are not completely satisfied with the insurance, You must notify MH Ross within 10 days of purchase and return the Policy. The Company will give You a full refund of premium provided You have not already departed on the Covered Trip or filed a claim.

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**SECTION I. Coverages**

**ACCIDENTAL DEATH AND DISMEMBERMENT**

You are eligible for benefits 24 hours a day, up to the Maximum Benefit Amount, when You sustain an Injury during the Trip which results in any of the following losses within 180 days of the date of the Injury causing the Loss.

**Benefits will be paid as follows:**

**Loss:           Percentage of Principal Sum Payable:**

Life.....	100%
Both Hands; Both Feet or Sight of Both Eyes ....	100%
One Hand and One Foot.....	100%
One Hand and Sight of One Eye.....	100%
One Foot and Sight of One Eye.....	100%
One Hand; One Foot or Sight of One Eye.....	50%

**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 when such loss results from the same accident.

The Principal Sum is shown in the Confirmation of Benefits for Accidental Death and Dismemberment.

**ACCIDENT & SICKNESS MEDICAL EXPENSE**

For the purpose of this benefit:

**"Covered Expense"** means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which is limited to:

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended as a substitute for a Hospital room for recovery of a Sickness or Injury);
3. Transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of a Sickness that first manifests itself during the Trip or Injury that occurs during the Trip. Only Covered Expenses incurred during the Trip will be reimbursed. Expenses incurred after the Trip are not covered.

Benefits will include expenses incurred during the Trip for emergency dental treatment due to Injury not to exceed \$750. Expenses for emergency dental treatment incurred after the Trip are not covered.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed, to secure Your admission to a Hospital, because of a covered Sickness or Injury. The Program Medical Advisor will coordinate advance payment to the Hospital.

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

### MEDICAL EVACUATION AND RETURN OF MORTAL REMAINS

When You suffer a loss of life for any reason or incur a Sickness or Injury during the course of a Trip, the following benefits are payable, up to the Maximum Benefit Amount.

1. **Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the Program Medical Advisor 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 in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You on the Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the Program Medical Advisor).

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.

2. **Non-Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that it is Medically Necessary

for You to return to Your place of permanent 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 permanent residence or to a Hospital or medical facility closest to Your permanent place of residence capable of providing that treatment via one of the following methods of transportation, as approved, in writing, by the Program Medical Advisor: 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; 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 Program Medical Advisor. Transportation must be via the most direct and economical route.

3. **Return of Remains:** In the event of Your death, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your place of residence or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket. If benefits are payable and You have other insurance that may provide benefits for this same loss, We reserve the right to recover from such other insurance. You shall: a) notify Us of any other insurance; b) help Us exercise the Company's rights in any reasonable way that We may request, including the filing and assignment of other insurance benefits; c) not do anything after the loss to prejudice Our rights; and d) reimburse Us, to the extent of any payment We have made, for benefits received from such other insurance.

### HOSPITAL OF CHOICE

Subject to the terms and conditions of this item #2, You may choose a Medical Evacuation to a Hospital in a city within the USA other than Your home city, but the maximum amount payable is limited to the cost of a Medical Evacuation to Your home city.

### TRIP CANCELLATION, TRIP INTERRUPTION, MISSED CONNECTION AND TRAVEL DELAY

**Trip Cancellation:** Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, to cover You for the unused non-refundable prepaid expenses for Travel Arrangements when You are prevented from taking Your Trip due to:

1. Death involving You or Your Traveling Companion or Your or Your Traveling Companion's Business Partner or Your Family Member;

2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Trip; or
3. For the **Other Covered Reasons** listed below; provided such circumstances occurred after Your Effective Date.

**Trip Interruption:** Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for land or water Travel Arrangements and the Additional Transportation Cost paid to return home or rejoin the Trip, when You are prevented from completing Your Trip due to:

1. Death involving You or Your Traveling Companion or Your or Your Traveling Companion's Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member which necessitates Medical Treatment at the time of interruption and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your continued participation in the Trip; or
3. For the **Other Covered Reasons** listed below; provided such circumstances occurred after Your Effective Date.

**Other Covered Reasons means:**

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's principal place of residence or destination being rendered uninhabitable by fire, flood, burglary or other natural disaster within 10 days of departure;
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other natural disaster and You and/or Your Traveling Companion are required to work as a result;
- d. a documented theft of passports or visas;
- e. a permanent transfer of employment of 250 miles or more;
- f. You or Your Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure;
- g. unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;

- h. Inclement Weather that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
- i. mechanical breakdown that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
- j. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
- k. involuntary employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Trip. Employment must have been with the same employer for at least 1 continuous year;
- l. a Terrorist Incident that occurs in a city listed on the itinerary of Your Trip and within 30 days prior to Your Scheduled Departure Date. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- m. revocation of Your previously granted leave or re-assignment due to war. Official written revocation/ re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- n. Your family or friends living abroad with whom You were planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- o. Bankruptcy or Default of an airline, cruise line, tour operator or travel supplier (other than the tour operator or travel agency from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the policy has been purchased at or before the final payment due date for the Trip and for the full cost of the Trip.

**Additional Trip Interruption Benefits:** If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and transportation expenses incurred by You to remain with Your Traveling Companion up to \$150 per day, limited to 5 days.

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization, and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights up to \$150 per day, limited to 5 days.

**Trip Interruption:** The maximum payable under this benefit is the lesser of a) the Maximum Benefit Amount shown in the Confirmation of Benefits; or b) 150% of the total amount of coverage You purchased.

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if Your Family Member or Traveling Companion has his/her Trip delayed or interrupted for a covered reason and Your Trip is not delayed or interrupted.

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

**Missed Connection:** If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for a) the Additional Transportation Cost to join the Trip and b) the unused portion of the prepaid expenses for land or water Travel Arrangements, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) a documented weather condition preventing You from getting to the point of departure;
- c) quarantine, hijacking, Strike, natural disaster, terrorism or riot.

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

**Travel Delay:** Benefits will be paid for reasonable accommodation, meal, and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, if You are delayed for 6 hours or more while en route to or from, or during a Trip, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
- c) lost or stolen passports, travel documents or money (must be substantiated by a police report);
- d) quarantine, hijacking, Strike, natural disaster, terrorism or riot;
- e) a documented weather condition preventing You from getting to the point of departure.

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

**BAGGAGE AND PERSONAL EFFECTS  
AND BAGGAGE DELAY**

**Baggage and Personal Effects:** Coverage will be provided to You: (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects; (b) subject to all Exclusions and Limitations in the policy; (c) up to the Maximum Benefit Amount; and (d) occurring while this coverage is in force.

The lesser of the following amounts will be paid: 1) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage; 2) the cost to repair or replace the article with material of a like kind and quality; or 3) \$300 per article.

A combined maximum of \$600 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

A maximum of \$50 will be paid for the cost of replacing a passport or visa. A maximum of \$50 will be paid for the cost associated with the unauthorized use of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

**Baggage and Personal Effects does not include:**

- 1) animals; 2) automobiles and automobile equipment; 3) boats or other vehicles or conveyances; 4) trailers; 5) motors; 6) aircraft; 7) bicycles, except when checked as baggage with a Common Carrier; 8) household effects and furnishings; 9) antiques and collectors items; 10) sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids; 11) prosthetic limbs; 12) prescribed medications; 13) keys, money, credit cards (except as coverage is otherwise specifically provided herein); 14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein); 15) professional or occupational equipment or property, whether or not electronic business equipment; or 16) telephones, computer hardware or software.

**Additional Limitations and Exclusions Specific to Baggage and Personal Effects:**

Benefits are not payable for any loss caused by or resulting from: a) breakage of brittle or fragile articles; b) wear and tear or gradual deterioration; c) confiscation or appropriation by order of any government or customs rule; d) theft or pilferage while left in any unlocked vehicle; e) property illegally acquired, kept, stored or transported; f) Your negligent acts or omissions; or g) property shipped as freight or shipped prior to the Scheduled Departure Date.

**Baggage Delay:** If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 12 hours from Your time of arrival at a destination other than at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation 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.

### **Additional Provisions Applicable to Baggage and Personal Effects and Baggage Delay:**

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 scheduled under any other insurance.

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

### **NON-MEDICAL EMERGENCY EVACUATION BENEFITS**

All reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your home, are covered, up to a maximum of \$25,000, if You must leave Your Trip for a Covered Reason. Evacuation must occur within 10 days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by One Call Worldwide Travel Services Network, Inc.

**Covered Reasons:** We will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation from the appropriate local authorities, or the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to: 1) a natural disaster; 2) civil, military or political unrest; or 3) Your being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

### **Non-Medical Evacuation Exclusions:**

We do not cover: 1) loss or expense recoverable under any other insurance or through an employer; 2) loss or expense arising from or attributable to: a) dishonest or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent, or c) failure to maintain required documents or visas; 3) loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit; 4) loss or expense arising from or due to liability assumed by You under any contract.

**Non-Medical Emergency Evacuation Benefits and Services are provided by:** One Call Worldwide Travel Services Network, Inc.

### **SECTION II. Definitions**

**“Additional Transportation Cost”** means the actual cost incurred for one-way Economy Transportation by a Common Carrier reduced by the value of an unused travel ticket.

**“Baggage and Personal Effects”** means luggage, personal possessions and travel documents taken by You during a Trip.

**“Bankruptcy”** means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction

under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.

**“Business Partner”** means an individual who (a) is involved in a legal general partnership with You and/or (b) is actively involved in the day to day management of Your business.

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

**“Default”** means a material failure or inability to provide contracted services.

**“Domestic Partner”** means a person who is at least eighteen years of age and can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of continuous cohabitation throughout the 180 day period prior to Your Effective Date of the Plan; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**“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 the Trip.

**“Family Member”** means any of the following who resides in the United States, Canada, or Mexico: Your or Your Traveling Companion's: legal spouse (or common-law spouse where legal), legal guardian, 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, Domestic Partner, an employed caregiver who lives with You, or a person for whom You are the primary caregiver with whom You have lived for 12 continuous months prior to the effective date of Your Plan, whether or not they travel with You.

**“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.

**“Inclement Weather”** means any weather condition that delays the scheduled arrival or departure of a Common Carrier.

**“Injury” or “Injuries”** means accidental bodily injuries: (a) received while insured under the Policy and any attached coverages; (b) resulting in loss independently of sickness and all other causes; and (c) not excluded from coverage.

**“Insured”** means the person who purchased the Trip and who has paid the required plan cost for the protection plan provided herein, and also referred to as You and Your.

**“Intoxicated”** means 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/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 Confirmation of Benefits.

**“Medical Treatment”** means treatment, advice or consultation by a Legally Qualified Physician.

**“Medically Necessary”** means a service or supply which: (a) is recommended by the attending Legally Qualified Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

**“Pre-Existing Condition”** means any injury, sickness or condition (including any condition from which death ensues) of You, Your Traveling Companion, or Your or Your Traveling Companion's Family Member traveling with You which within the 60 day period prior to the effective date of Your Trip Cancellation coverage under the Policy: (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician.

**“Program Medical Advisor”** means One Call Worldwide Travel Services Network, Inc.

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

**“Sickness”** means an illness or disease that is diagnosed or treated by a Legally Qualified Physician after the effective date of insurance and while You are covered under the Policy.

**“Strike”** means any stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

**“Terrorist Incident”** means an incident deemed a terrorist act by the United States Government that causes property damage and loss of life.

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



“**Transportation Expense**” means: (a) the cost of conveyance of You and any medical personnel (if Medically Necessary); and (b) Medically Necessary services or supplies.

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

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

“**Traveling Companion**” means a person or persons with whom You have coordinated Travel Arrangements and intend to travel with during the Trip.

“**Trip**” means scheduled trips, tours or cruises for which: (a) coverage is requested; and (b) the required premium is submitted prior to the Scheduled Departure Date.

“**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

#### Your Term of Coverage:

**For Trip Cancellation:** Coverage begins on Your “Effective Date” which is at 12:01 a.m. on the date the appropriate cost for this policy for Your Trip is received and ends at the point and time of departure on Your Scheduled Departure Date.

**For Travel Delay:** Coverage is in force while en route to and from and during the Trip.

**For all other coverages:** All other benefits begin on 12:01 a.m. on Your Scheduled Departure Date. Coverage ends at the point and time of return on Your Scheduled Return Date. In the event the Scheduled Departure Date and/or the Scheduled Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Travel Supplier nor You have control, Your term of coverage shall be automatically adjusted in accordance with the Travel Supplier’s notice to Us of the delay or change.

### SECTION IV. General Limitations and Exclusions

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

1. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service;
4. riding, driving or participating in races, or speed or endurance contests;
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;

7. participating in skydiving, hang gliding, bungee cord jumping, or scuba diving if the depth exceeds 130 feet 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 specifically defined in the policy, or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth, normal pregnancy through the first 6 months of pregnancy or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Confirmation of Benefits;
14. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage; or
15. a mental or nervous condition, unless hospitalized.

#### WAIVER OF THE PRE-EXISTING CONDITION EXCLUSION (Only Available to Persons Under Age 80)

The exclusion for Pre-Existing Conditions will be waived if this plan is purchased at or before the final payment due date for Your Trip. **Note:** This waiver does not apply for persons age 80 or older.

### 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 the Company or designated representative and should include sufficient information to identify You.

**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.

**Excess Insurance:** The insurance provided by this Policy (except Accident and Sickness Medical Expense, Medical Evacuation and Return of Mortal Remains) shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

### WHERE TO PRESENT A CLAIM

Present all claims to the Program Administrator:

**Trip Mate, Inc.\***

9225 Ward Parkway, Suite 200

Kansas City, Missouri 64114

**Tel: 1-800-423-3632**

**Plan Number: R825P**

Claims may also be reported/completed online at:

**www.mhross.com**

\*In CA, dba Trip Mate Insurance Agency

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us 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.

**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 policy with the Company for each Trip. If You are covered under more than one such policy, 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; not 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 recovery for the Company in trust and reimburse the Company to the extent of the Company’s previous payment for the loss.

**Additional Claims Provisions Specific to Baggage:** Your duties after loss of or damage to property or delay of baggage: In case of loss, theft, damage or delay of baggage or personal effects, You 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) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and
- e) be examined, if requested.

**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 this Trip.

#### **SECTION VI. Coordination of Benefits**

**Applicability:** The Coordination of Benefits (“COB”) provision applies to this Plan when You have health care coverage under more than one Plan.

**Group Advantage is Underwritten By:** United States Fire Insurance Company under Form Series TP 401. Your policy or certificate and all General and “COB” Provisions are available at [www.tripmate.com](http://www.tripmate.com). You can also request this information by calling MH Ross at 1-800-423-3632.

**TRAVEL PROTECTION INSURANCE**

State Exceptions to the Certificate of Insurance or Policy

**NEW YORK:** The following language is amended to read:

**ACCIDENT MEDICAL EXPENSE**

This Benefit is provided only if shown as covered on the Confirmation of Benefits/Schedule of Benefits.

For purposes of this benefit:

"Covered Expense" means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which are limited to:

1. the services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury);
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of an accidental Injury which occurs during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

Benefits will include expenses for emergency dental treatment due to accidental Injury not to exceed \$750.00.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure an Insured's admission to a Hospital, because of a covered accidental Injury. The authorized travel assistance company will coordinate advance payment to the Hospital.

**NEW YORK MANDATES:** Under New York Law, certain mandated benefits are required to be provided under a medical expense policy.

The Company will pay benefits as applicable to this program for such mandates.

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

**SICKNESS MEDICAL EXPENSE**

This Benefit is provided only if shown as covered on the Confirmation of Benefits/Schedule of Benefits.

For purposes of this benefit:

"Covered Expense" means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which are limited to:

1. the services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery of an Sickness);
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and
4. prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of Sickness which first manifests itself during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

Benefits will include expenses for emergency dental treatment not to exceed \$750.00

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure an Insured's admission to a Hospital, up to the Maximum Benefit Amount, because of a covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

**NEW YORK MANDATES:** Under New York Law, certain mandated benefits are required to be provided under a medical expense policy.

The Company will pay benefits as applicable to this program for such mandates.

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

Definitions:

"Hospital" means a short-term, acute, general hospital, that:

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;

- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395xx);
- (f) is duly licensed by the agency responsible for licensing such hospitals; and

Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

"Pre-Existing Condition" means the existence of symptoms in You, Your Traveling Companion Your Family Member booked to travel with him or her You or Your Traveling Companion's Family Member that would ordinarily cause a prudent person to seek diagnosis, care or treatment within a 60 day period preceding the effective date of Your coverage, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 30-180 day period preceding the effective date of Your coverage.



# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

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## DEPENDENT DEFINITION ENDORSEMENT

This Endorsement is attached to and made a part of the Policy/Certificate. The provisions of this Amendatory Endorsement are effective on the Effective Date and will expire concurrently with the Policy/Certificate, unless otherwise terminated. In consideration of issuance, the Policy/Certificate is hereby amended and modified, as follows:

The following Definition is hereby added or amended:

**"Dependent"** or **"Eligible Dependent"** means the Insured's Spouse under age 70; or Child who:

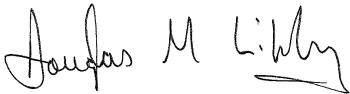
- (a) Is under 26 years of age; and
- (b) Is not provided coverage as a named subscriber, insured, enrollee, or coverage person under any other group or individual health benefits plan, group health plan, church plan, or health benefits plan, or entitled to benefits under Title XVIII of the Social Security Act, Public Law 89-97, 42 U.S.C. section 1395 et seq.; or
- (c) A Child of any age who is medically certified by a Physician as having an intellectual disability or a physical disability and is dependent upon the Insured.

"Spouse" means the lawful Spouse, under age 70 (unless otherwise stated in the Application), of an Insured.

"Child" can include stepchild, foster child, legally adopted child, a child of adoptive parents pending adoption proceedings, and natural child.

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy/Certificate. If there is a conflict between the Policy/Certificate and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

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



Douglas M. Libby  
Chairman and CEO



James Kraus  
Secretary



## One Call

### Worldwide Travel Services Network

**Medical Assistance** - Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities.

**Medical Consultation and Monitoring** - If you are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.

**Medical Evacuation** - When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the policy. All medical transportation services must be authorized and arranged by One Call. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.

**Emergency Medical Payments** - We will assist you in the advancement of funds or guarantee payments (up to the policy limits) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.

**Prescription Assistance** - We will assist you with replacing medications that are lost, stolen or spoiled during your Trip, either locally or by special courier.

**Repatriation of Remains** - In the event of death while on a Trip, we will arrange for the preparation and transportation required to return your remains to your home.

**24 Hour Legal Assistance** - If while on your Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.

**Nurse Helpline** - Registered nurses are available 24-Hours a day before and during your Trip to provide general health information, clinical assessment, and health counseling to give you assistance in making appropriate healthcare decisions.

While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer You to appropriate medical and legal providers, but neither the Insurer nor One Call Worldwide Travel Services Network, Inc. may be held responsible for the availability, quality or results of any medical treatment or Your failure to obtain medical treatment.

## One Call Travel Solutions

### 24-Hour Worldwide Travel Services

**Message Services** - We will transmit emergency messages to family, friends or business associates and let you know that the message has been received.

**Language Interpretation Services** - We provide interpretation services in major languages and will refer you to appropriate local services, if needed.

**Emergency Cash Transfer** - We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

**Pre-Trip Travel Services** - We provide 24-Hour information, help and advice for your planned Trip such as: passport and visa information, requirements and replacement; travel health information or advisories; vaccine recommendations and requirements; government agency contact information (i.e. embassies, consulates, and other departments or agencies); weather and currency information.

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

### One Call Concierge Services

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

### ACCESS YOUR MEDICAL RECORDS ONLINE

With our exclusive **Free Global Xpi Service**, you can assure that your important medical records are available to you or any Physician chosen by you, at any time, anywhere in the world, quickly, wherever there is internet access available. Register at [www.globalxpi.com](http://www.globalxpi.com) or call, toll free:

**1-800-379-9887 Use Program Code R825P**

**These Services are Provided by:** Global Xpi, Inc.

## Business Services

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

### CONTACTING ONE CALL'S 24-HOUR SERVICE CENTER

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

**Within U.S.A. & Canada    Outside U.S.A. & Canada**  
**1-800-555-9095            1-603-894-4710**

**YOUR PLAN NUMBER: R825P**

**The 24-Hour Assistance Services are provided by:**  
One Call Worldwide Travel Services Network, Inc.

### CANCEL FOR ANY REASON BENEFIT

If You cancel Your Trip for any reason not otherwise covered by this policy, We will reimburse You for 75% of the unused non-refundable prepaid expenses for Travel Arrangements You paid for Your Trip, provided:

- 1) Your payment for this plan is received at or before the final payment due date for Your Trip; and
- 2) You insure 100% of the cost of all Travel Arrangements that are subject to cancellation penalties or restrictions by the Travel Supplier; and
- 3) You cancel Your Trip two (2) days or more before Your Scheduled Departure Date.

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).

Grievance

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.

Grievance

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.



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 Speciality  
5 Christopher Way, 3<sup>rd</sup> Floor  
Eatontown, New Jersey 07724