

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

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**TRAVEL INSURANCE CERTIFICATE**

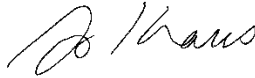
This Certificate of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our.

Please refer to the Schedule of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

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

If You are not satisfied for any reason, You may return Your Certificate to iTravelInsured® Inc. within ten (10) days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, the coverage under the Certificate is void from the beginning.

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

**SHORT TERM COVERAGE  
NON-RENEWABLE**

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## SCHEDULE OF BENEFITS

### Part A – Travel Arrangement Protection

<b>Benefit Per Trip</b>	<b>Maximum Benefit Amount/Principal Sum</b>
Trip Interruption	up to \$1,000
Missed Connection	up to \$1,500
Travel Delay • Maximum per Day: \$200	up to \$750
Itinerary Change	\$250
Baggage and Personal Effects	\$1,500
Baggage Delay • Maximum per Day: \$150	up to \$750
Non-Medical Emergency Evacuation	Up to \$25,000

### Travel Insurance Benefits

<b>Accidental Death &amp; Dismemberment</b>	
Accidental Death & Dismemberment	up to \$50,000
<b>Medical Expense/Emergency Assistance</b>	
Accident & Sickness Medical Expense	up to \$100,000
Emergency Medical Evacuation	up to \$1,000,000

## SECTION I. COVERAGES

### TRIP INTERRUPTION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits for unused non-refundable land or water Travel Arrangements plus the Additional Transportation Cost paid:

- (a) to join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements by the most direct route possible to reach Your Trip destination; or
- (b) to rejoin Your Trip or transport You to Your originally scheduled return destination, if You must interrupt Your Trip after departure, each by the most direct route possible.

Trip Interruption must be due to:

1. Your or a Family Member's or a Traveling Companion's or a Business Partner's death which occurs while You are on Your Trip;
2. Your or a Family Member's or a Traveling Companion's or a Business Partner's covered Sickness or Injury which: a) occurs while You are on Your Trip, b) requires Medical Treatment at the time of interruption resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) prevents Your continued participation on Your Trip;
3. For the **Other Covered Reasons** listed below; provided such circumstances occur while coverage is in effect.

**"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 primary place of residence or destination being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip, by fire, flood, burglary or other Natural Disaster; The Company will only pay benefits for Losses occurring within thirty (30) calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage
- (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 two hundred-fifty (250) miles or more of You or Your Traveling Companion by the employer with whom You or Your Traveling Companion are employed on Your Effective Date which requires Your or Your Traveling Companion's principal residence to be relocated;
- (f) You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while enroute to Your scheduled point of departure;
- (g) unannounced Strike that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You are scheduled to travel;
- (h) Inclement Weather that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You are scheduled to travel;
- (i) mechanical breakdown that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You are scheduled to travel;
- (j) a government-mandated shutdown of an airport or air traffic control system for reasons other than terrorism or an act of war;
- (k) You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- (l) involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least one (1) continuous year;

- (m) a Terrorist Incident that occurs within thirty (30) days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- (n) revocation of Your previously granted military 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.
- (o) Bankruptcy or Default of an airline, or cruise line, tour operator or other travel provider other than the Travel Supplier, tour operator or travel agency, organization or firm from whom You purchased Your Travel Arrangements supplied by others) causing a complete cessation of travel services more than fourteen (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 Certificate has been purchased within twenty (20) days of the date Your initial deposit/payment for the Trip is received;
- (p) Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- (q) You, Your Traveling Companion or a Family Member traveling with You is required to work during Your Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required. You, Your Traveling Companion or Family Member cannot be a company owner or partner. This benefit only applies if the Certificate has been purchased within twenty (20) days of Your initial payment for Your Trip;
- (r) Up to seven (7) days mandatory evacuation ordered by local government authorities at Your Trip Destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- (s) felonious assault of You or Your Traveling Companion traveling with You within twenty (20) days of the Scheduled Departure Date;
- (t) You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company;
- (u) a cancellation of Your Trip within twenty-four (24) hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than fourteen (14) days following Your Effective Date of coverage for Your Trip Cancellation Benefits;
- (v) the primary or secondary school that You, Your Family Member or Traveling Companion attends extends its operating session beyond the predefined school year to fall within the period of the travel dates of Your Trip due to unforeseeable events which commence while Your coverage is in effect. Extensions due to extra-curricular or athletic events are not covered;
- (w) a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose fifty percent (50%) or more of Your scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

**Additional Trip Interruption Benefits:**

If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation, telephone call and local transportation expenses incurred by You to remain with Your Traveling Companion up to two hundred (\$200) per day, limited to five (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, meal(s), telephone call and local transportation expenses up to one hundred fifty dollars (\$150) per day, limited to five (5) days.

The maximum payable under this Trip Interruption Benefit is the lesser of one hundred percent (100%) of the total amount of coverage You purchased or one hundred percent (100%) of the Maximum Benefit Amount shown in the Schedule of Benefits.

**Single Supplement**

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 a Traveling Companion's or Family Member's Trip is interrupted for a Covered Reason and You do not interrupt Your Trip.

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

## **MISSED CONNECTION**

If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for three (3) or more hours, due to:

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

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for:

- (a) Your Additional Transportation Cost to join Your Trip; and
- (b) Your Prepaid expenses for the unused land or water Travel Arrangements.

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

## **TRAVEL DELAY**

Benefits will be paid up to two hundred dollars (\$200) per day for: reasonable accommodation, meal and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for eight (8) hours or more while en route to or from, or during Your 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 other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

## **BAGGAGE AND PERSONAL EFFECTS**

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Schedule of Benefits:

- (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects;
- (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Certificate;
- (c) occurring while coverage is in effect.

**Valuation and Payment of Loss:** The lesser of the following amounts will be paid:

1. the Actual Cash Value at the time of loss, theft or damage, except as provided below;
2. the cost to repair or replace the article with material of a like kind and quality; or
3. three hundred (\$300) per article.

For claimed items without original receipts, payment of loss will be calculated based upon fifty percent (50%) of the Actual Cash Value at the time of loss, not to exceed three hundred dollars (\$300) per article.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will:

1. repair or replace any part to restore the pair or set to its value before the loss; or
2. pay the difference between the value of the property before and after the loss.

A combined maximum of six hundred dollars (\$600) will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment, computer, digital or electronic equipment or media.

A maximum of fifty dollars (\$50) will be paid for the cost of replacing a passport or visa.

A maximum of fifty dollars (\$50) will be paid for the cost associated with the unauthorized use or replacement 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, dentures, dental bridges, retainers, other orthodontic devices or hearing aids;
11. artificial limbs or other prosthetic devices;
12. prescribed medications;
13. keys, money, stamps and credit cards (except as otherwise specifically covered 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;
16. sporting equipment if the loss results from the use thereof.

**Baggage Delay:** If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than twelve (12) 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.

We will also reimburse You up to fifty dollars (\$50) for expenses incurred during Your Trip to expedite the return of Your delayed Baggage. This coverage terminates upon Your arrival at the return destination of Your Trip.

**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 custom's rule;
- (d) theft or pilferage while left in any unlocked or unattended vehicle;
- (e) property illegally acquired, kept, stored or transported;
- (f) Your negligent acts or omissions;
- (g) property shipped as freight or shipped prior to the Scheduled Departure Date;
- (h) electrical current, including electric arcing that damages or destroys electrical devices or appliances.

**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.

**Additional Claims Provisions Specific to Baggage**

**Insured's 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, 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.

### **Non-Medical Emergency Evacuation**

You are eligible for benefits, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Non-Medical Emergency Evacuation Covered Reason, as defined below.

Non-Medical Emergency Evacuation must occur within fourteen (14) 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 iTravellnsured.

**Non-Medical Emergency Evacuation Covered Reasons:** We will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation in the form of a Travel Advisory or Travel Warning from 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 Emergency 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) fraudulent 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.

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

### **ITINERARY CHANGE**

In the event Your Travel Supplier makes a change in Your Trip itinerary after Your Scheduled Departure Date, which prevents You from participating in an event/activity Prepaid prior to departure and scheduled on Your Trip itinerary, non-refundable Prepaid event/activity expenses will be payable up to the Maximum Benefit Amount shown in the Schedule of Benefits.

Benefits will not be paid if a comparable event/activity of equivalent cost is rescheduled during the course of Your Trip.

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

## ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You, as a result of an Injury occurring during Your Trip sustain a loss shown in the Table of Losses below. The loss must occur within one hundred eighty- one (181) 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	100% of Principal Sum
Loss of both hands	100% of Principal Sum
Loss of both feet	100% of Principal Sum
Loss of both eyes	100% of Principal Sum
Loss of one hand and one foot	100% of Principal Sum
Loss of one hand and one eye	100% of Principal Sum
Loss of one foot and one eye	100% of Principal Sum
Loss of one hand	50% of Principal Sum
Loss of one foot	50% of Principal Sum
Loss of one eye	50% of 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 (1) of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one (1) accident.

The benefit for loss of: (a) two (2) limbs; (b) both eyes; or (c) one (1) limb and one (1) eye is payable only when such loss results from the same accident.

The Principal Sum is shown in the Schedule of Benefits.

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

## ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, as a result of a Covered Accidental Injury or covered Sickness, which first occurs during Your Trip (of a duration of ninety (90) days or less for Sickness). All Covered Expenses must be incurred by You within thirty (30) days of the Scheduled Return Date of Your Trip.

Benefits will include up to seven hundred fifty dollars (\$750) expenses incurred during Your Trip for emergency dental treatment. Only expenses for emergency dental treatment to natural teeth incurred during Your Trip will be reimbursed. Expenses incurred after Your 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 Accidental Injury or covered Sickness. The Program Medical Advisor will coordinate advance payment to the Hospital.

For the purpose of this benefit:

“Covered Expense” means expense incurred only for the following:

1. The medical services, prescription drugs and therapeutic services and supplies ordered or prescribed by a Legally Qualified Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services (including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Your Trip, if recommended as a substitute for a hospital room for recovery from a Covered Accidental Injury or covered Sickness);
3. Transportation furnished by a professional ambulance company to and/or from a Hospital.



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

## **EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION, AND RETURN OF REMAINS**

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

1. **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.
  - (i) If You are traveling alone and will be hospitalized for more than three (3) 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.
  - (ii) If You are in the Hospital for more than three (3) consecutive days and Your dependent children who are under eighteen (18) years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the Program Medical Advisor).
2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the Program Medical Advisor:
  - (i) One (1) way Economy Transportation;
  - (ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the Program Medical Advisor; 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.

**Hospital of Choice:** Subject to the terms and conditions of item # 3, You may choose to be transported to a Hospital in a city within the United States of America other than Your primary place of residence, but the maximum amount payable is limited to the cost of transportation to Your primary place of residence.

3. **Return of Remains:** In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America 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 the Company of any other insurance;
- (b) help the Company exercise the Company's rights in any reasonable way that the Company may request, including the filing and assignment of other insurance benefits;
- (c) not do anything after the loss to prejudice the Company's rights; and
- (d) reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

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

## **SECTION II. DEFINITIONS**

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

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

**“Additional Transportation Cost”** means the actual cost incurred for one (1) way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.

**“Air Carrier”** means any air conveyance operating under a valid license for the transportation of passengers for hire.

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

**“Bankruptcy or Default”** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, or cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than fourteen (14) days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

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

**“Caregiver”** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**“Child Caregiver”** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

**“Common Carrier”** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**“Complications of Pregnancy”** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

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

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

**“Elective Treatment and Procedures”** means any medical treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

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

**“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; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. 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 bodily harm and/or decompression illness 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, and for whom the required premium is paid, also referred to as You and Your.

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

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

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

**“Medically Fit to Travel”** means based on assessment a Legally Qualified Physician has advised You, a Traveling Companion, Family Member or Business Partner booked to travel with You in writing that there is no medical condition, illness, Injury or Sickness that would likely interfere with a Trip at the time of purchase of Coverage for a Trip.

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

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

**“Natural Disaster”** means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

**“Partial Hospitalization”** means an outpatient program specifically designed for the diagnosis or active treatment of a serious mental disorder when there is a reasonable expectation for improvement or when it is necessary to maintain a patient’s functional level and prevent relapse or full hospitalization. Partial hospital programs are usually furnished by a hospital as distinct and organized intensive ambulatory treatment service of less than twenty-four (24) hour daily care.

**“Payments or Deposits”** means the cash, check, or credit card amounts actually paid for Your Trip. Certificates, vouchers, discounts, credits, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**“Penalty”** means a fee assessed for canceling a reservation. For airline tickets, the cancellation penalty is usually collected by refunding only a portion of the ticket price. For hotel reservations, the cancellation penalty is charged to the credit card or deposit used to secure the reservation.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before coverage is effective under this Certificate.

**“Prepaid”** means Payments or Deposits paid by You for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date. Payments or Deposits for shore excursions, theater, concert or event tickets or fees, or sightseeing, if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip, are not considered Prepaid as defined herein.

**“Program Medical Advisor”** means ITravelInsured®, Inc..

**“Published Penalties”** means any published cancellation penalties levied by Your travel agency or Travel Supplier that apply to all clients of the travel agency or Travel Supplier and can be documented at time of Your purchase of Travel Arrangements from Your travel agency. The maximum amount reimbursable for travel agency published penalties is twenty-five percent (25%) of the total trip cost excluding taxes and other non-commissionable items.

**“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 considered a Pre-Existing Condition as defined herein and is not covered by the Certificate.

**“Strike”** means any organized and legally sanctioned labor disagreement resulting in a 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 act of violence, that is deemed terrorism by the United States Government other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government. The Terrorist Incident must be documented in a Travel Warning issued by the United States' Department of State advising Americans to avoid that certain country.

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

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

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

**“Travel Advisory or Travel Warning”** means U.S. State Department communication advising caution in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases.

**“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.

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

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

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

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

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

**Travel Delay:** Coverage begins after You have traveled fifty (50) miles or more from home en route to join Your Trip. This is Your “Effective Date” and time for Travel Delay.

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

#### **When Coverage Ends - Coverage Termination Date:**

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.

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

#### **SECTION IV. GENERAL EXCLUSIONS**

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

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a member of a team in an organized sporting competition or participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in bodily contact sports, skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, mountaineering, any race, speed contests not including any of the regatta races, spelunking or caving, or scuba diving if the depth exceeds one hundred twenty (120) feet (forty (40) meters) or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. 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 Schedule of Benefits;
14. due to a Pre-Existing Condition, as defined in the Certificate. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage;
15. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
16. a loss or damage caused by detention, confiscation or destruction by customs;
17. Elective Treatment and Procedures;
18. Complications from Elective Treatment and Procedures otherwise not payable under this Certificate;
19. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
20. 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;
21. a mental or nervous condition, unless hospitalized or Partially Hospitalized for that condition while the Certificate is in effect for You;
22. a loss that results from an illness, disease or other condition, event or circumstance which occurs at a time when the Certificate is not in effect for You;
23. Bankruptcy or Default or failure to supply services by a supplier of travel services.
24. 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.

25. 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;
26. 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);
27. Diving in an area where Diving is forbidden.

**PRE-EXISTING CONDITION EXCLUSION:**

The Company will not pay for any expense as a result of any illness, disease, or other condition during the sixty (60) day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this Exclusion does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before coverage is effective under this Certificate.

**Waiver of the Pre-Existing Condition Exclusion**

The exclusion for Pre-Existing Condition will be waived provided:

- (a) Your Payment or Deposit for this plan is received within twenty (20) days of the date Your initial Payment or Deposit for Your Trip is received;
- (b) You are not disabled from travel at the time Your premium is paid.

**MEDICALLY FIT TO TRAVEL EXCLUSION:**

The Company will not pay any expense as a result of You having been advised in writing that You, a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Certificate, at the time of purchase of Coverage for a Trip. If Coverage for a Trip is purchased and it is later determined that You, a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as defined in the Certificate, at the time of purchase of Coverage for a Trip, the Coverage is void and premium paid will be returned.

**SECTION V. GENERAL PROVISIONS**

**Notice of Claim:** Notice of claim must be reported within twenty (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 fifteen (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 ninety (90) days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than twelve (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 (1) 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 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.

**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 sixty (60) days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after three (3) years from the time written Proof of Loss is required to be furnished.

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

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

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

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

## SECTION VI. COORDINATION OF BENEFITS

### Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when an Insured has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

### Definitions

**"Plan"** is a form of coverage written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Certificate:

"Plan" does not include individual or family: (a) insurance contracts; (b) direct payment subscriber contracts; (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans.

**"This Plan"** is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

**"Primary Plan"** is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules which differ from those in the contract;  
or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

**“Secondary Plan”** is one that is not a Primary Plan. If a person is covered by more than one (1) Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan, which, under the rules of this contract, has its benefits, determined before those of that Secondary Plan.

**“Allowable Expense”** is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient’s stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

**“Claim”** is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of: (a) services (including supplies); (b) payment for all or a portion of the expenses incurred; or (c) a combination of (a) and (b).

**“Claim Determination Period”** is the period of time, which must not be less than six (6) consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether overinsurance exists; and (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective date of coverage and ending six (6) consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

**“Order of Benefit Determination Rules”**

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan’s benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan’s rules, as described below, require that This Plan’s benefits be determined before those of the other Plan.

**Rules.** This Plan determines its order of benefits using the first of the following rules which applies:

- (a) **Nondependent/Dependent Rule.** The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) **Longer/Shorter Length of Coverage Rule.** The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two (2) Plans shall be treated as one if the claimant was eligible under the second within twenty-four (24) hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan’s benefits; (b) a change in the entity which pays, provides or administers the Plan’s benefits; or (c) a change from one (1) type of Plan to another. The claimant’s length of time covered under a Plan is measured from the claimant’s first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant’s coverage under the present Plan has been in force.

**Effect on the Benefits of This Plan When it is Secondary**

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid,



which were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

### **Right to Receive and Release Needed Information**

Certain facts are needed to apply these COB rules. We have the right to decide which facts are needed. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the Claim.

### **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means reasonable monetary value of the benefits provided in the form of services.

### **Right of Recovery**

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of: (a) the persons We have paid or for whom We have paid; (b) insurance companies; or (c) other organizations.

### **Non-complying Plans**

This Plan may coordinate its benefits with a Plan that is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, Our payment will be the limit of This Plan’s liability; and
- (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within thirty (30) days after it is requested to do so, We will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, We will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.

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 reason(s) 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 that was 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 by telephoning Us within sixty (60) days after an event that causes a dispute. Telephoning Us allows You to discuss Your complaint or concerns and provides Us the opportunity to immediately resolve the dispute.

If We do not have all the information necessary to review Your complaint, We will request any additional information within five (5) business days of receiving Your complaint. After We receive all of the additional information, We will provide You, Your authorized representative, or a provider acting on Your behalf with Our written decision within thirty (30) days after receiving the complaint and all additional 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 three (3) working business days after receiving the Grievance, We must acknowledge the Grievance and provide You, Your authorized representative or a provider acting on Your behalf 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. You will not be allowed to attend, or have a representative attend, a First Level Review. You 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 twenty (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 You 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 (10) 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:
  - (a) attend the Second Level Review;
  - (b) present Your case to the review panel;
  - (c) submit supporting materials before and at the review meeting;
  - (d) ask questions of any member of the review panel;
  - (e) be assisted or represented by a person of Your choice, including a provider, family member, employer representative, or attorney;
  - (f) 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 forty-five (45) days after receiving a request for a Second Level Review. We will notify You in writing of the meeting date at least fifteen (15) days prior to the date. The review meeting will be held during regular business hours at a location reasonably 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 fifteen (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 (1) 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 (1) of our employees on the Second Level Review panel if the panel is comprised of three (3) or more persons.

We must issue a written decision to You and, if applicable, to Your representative or provider, within ten (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 do not have the information necessary to decide an appeal, We will send You notification of precisely what is required within twenty-four (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 seventy-two (72) hours after the review has commenced. Written confirmation of Our decision will be provided within two (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 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:

- (a) Insurance companies;
- (b) Insurance agencies;
- (c) Third party administrators;
- (d) Medical bill review companies; and
- (e) 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  
Crum & Forster A&H Division  
5 Christopher Way, 2nd Floor  
Eatontown, New Jersey 07724