



SAFETRIP™ TRAVEL MEDICAL

For U.S. Residents of AL, AR, AZ, CA, CT, DC, DE, GA, HI, IA, ID, IL, KY, LA, MD, ME, MI, MN, MS, NC, ND, NE, NJ, NM, NV, OH, OK, OR, PA, RI, SC, SD, TN, UT, VT, WI, WV, & WY Traveling Outside the United States

SafeTrip Travel Medical provides you with international travel assistance services and travel medical insurance. The emergency assistance services are detailed on the following pages. For full travel insurance details, please see the enclosed Certificate of Insurance. Coverage is not available in all countries - for additional information, and a list of excluded countries, please visit uhcsafetrip.com/faqs.

Emergency Assistance Services provided by UnitedHealthcare Global

- Medical Assistance Services
- Travel Assistance Services
- Destination Intelligence

Travel Insurance Features

Accident & Sickness Medical Expense	\$100,000; \$500,000; or \$1,000,000 (as chosen at purchase)
Maximum benefit for Age 70-79	\$50,000
Maximum benefit for Age 80-85	\$10,000
Deductible	\$0; \$100; or \$250 (as chosen at purchase)
Emergency Dental	\$500
Palliative Dental	\$500
Medical Evacuation	\$1,000,000
Emergency Reunion	Included
Return of Dependent Child	Included
Medical Repatriation	Included
Return of Remains	Included
AD&D	\$25,000
AD&D Common Carrier	\$100,000
Baggage Loss	\$250 per item / \$1,000 maximum
Deductible	\$50
Baggage Delay	\$250, 24-hour delay

HOW TO USE UNITEDHEALTHCARE GLOBAL SERVICES

24 hours a day, 7 days a week, 365 days a year

If you have a medical or travel problem, simply call us for assistance. Our toll-free and collect-call telephone numbers are printed on your ID card. Either call the toll-free number of the country you are in, call *collect*, or email at:

Baltimore, Maryland +1-410-453-6330

Assistance@uhcglobal.com

An assistance coordinator will ask for your name, the UHC Global ID number shown on your card, and a description of your situation. **If the condition is an emergency, you should go immediately to the nearest physician or hospital without delay and then contact the 24-hour Emergency Response Center.** We will then take the appropriate action to assist you and monitor your care until the situation is resolved.

Payments arranged by UnitedHealthcare Global:

Most Physicians and hospitals will provide you with the necessary medical treatment and will either send their bill directly to UnitedHealthcare Global, or in the case of small dollar amounts, may ask you to pay at time services are rendered. Ask the hospital or Physician to contact UHC Global. UHC Global will confirm your protection plan coverage and arrange for prompt payments. You will be asked to pay for any deductible amount or items not covered by your plan.

Payments made by You:

If you are required to pay for medical treatment, obtain a signed receipt and a signed statement by a Physician describing the problem and the treatment. To initiate a claim for reimbursement, please contact:

UnitedHealthcare Global
Emergency Response Center
1-800-527-0218 / uhcsafetrip.com/make-a-claim
Once a claim is submitted, adjudication and payment will be handled by:
Co-Ordinated Benefit Plans, LLC., P.O. Box 20874, Tampa, FL

WORLDWIDE EMERGENCY ASSISTANCE SERVICES

These non-insurance services are provided by UnitedHealthcare Global.

MEDICAL ASSISTANCE SERVICES

Worldwide Medical and Dental Referrals: Upon your request, UHC Global will provide referrals to pre-approved physicians, hospitals, dentists, and dental clinics in the area you are traveling in order to assist you in locating appropriate treatment and quality care.

Monitoring of Treatment: As and to the extent permissible, UHC Global will continually monitor your medical condition. Physician Advisors will provide consultative and advisory services to UHC Global in relation to your medical condition, including review and analysis of the quality of medical care received by you.

Facilitation of Hospital Payment: Upon securing payment or a guarantee to reimburse, UHC Global will either wire or guarantee funds needed for admitting you into a hospital for medical treatment.

Relay of Insurance and Medical Information: Upon your request and authorization, UHC Global will relay your insurance benefit information and/or medical records and information to a health care provider or treating physician, as appropriate and permissible, to help prevent delays or denials of medical care. UHC Global will also assist with hospital admission and discharge planning.

Medication and Vaccine Transfers: In the event a medication or vaccine is not available locally, or a prescription medication is lost or stolen, UHC Global will coordinate the transfer of the medication or vaccine to you upon the prescribing physician's authorization, if it is legally permissible.

Updates to Family, Employer, and Home Physician: Upon your approval, UHC Global will provide periodic case updates to appropriate individuals designated by you in order to keep them informed.

Hotel Arrangements: UHC Global will assist you with the arrangement of hotel stays and room requirements before or after hospitalization or for ongoing care.

Replacement of Corrective Lenses and Medical Devices: UHC Global will assist with the replacement of corrective lenses or medical devices if they are lost, stolen, or broken during travel.

TRAVEL ASSISTANCE SERVICES

Replacement of Lost or Stolen Travel Documents: UHC Global will assist you in taking the necessary steps to replace passports, tickets, and other important travel documents.

Emergency Travel Arrangements: UHC Global will make new reservations for airlines, hotels, and other travel services for you in the event of an illness or injury.

Transfer of Funds: UHC Global will provide you with an emergency cash advance subject to UHC Global first securing funds from you (via a credit card) or your family.

Legal Referrals: Should you require legal assistance, UHC Global will direct you to a duly licensed attorney in or around the area where you are located.

Language Services: UHC Global will provide immediate interpretation assistance to you in a variety of languages in an emergency situation. If a requested interpretation is not available or the requested assistance is related to a non-emergency situation, UHC Global will provide you with referrals to interpreter services. Written translations and other custom requests, including an on-site interpreter, will be subject to an additional fee.

Message Transmittals: You may send and receive emergency messages toll-free, 24-hours a day, through the UHC Global Emergency Response Center.

WORLDWIDE DESTINATION INTELLIGENCE

Destination Profiles: When preparing for travel, You can contact the Emergency Response Center to have a pre-trip destination report sent to You. This report draws upon the UHC Global intelligence database of over 280 cities covering subject such as health and security risks, immunizations, vaccinations, local hospitals, crime, emergency phone numbers, culture, weather, transportation information, entry and exit requirements, and currency. Our global medical and security database of over 170 countries and 280 cities is continuously updated and includes intelligence from thousands of worldwide sources.

UnitedHealthcare Global is part of UnitedHealth Group, Incorporated. Insurance coverage under the SafeTrip travel protection products is underwritten, depending on your state of residence and product purchased, by different third party companies that are not related to UnitedHealth Group, Incorporated. Travel assistance services may be provided by or through United HealthCare Services Inc., or other UnitedHealth Group entities under the UnitedHealthcare Global brand. See more about our underwriters at uhcsafetrip.com/faqs. Claims administered by Co-Ordinated Benefits Plans, LLC, which is not related to UnitedHealth Group.

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

INDIVIDUAL TRAVEL PROTECTION POLICY

PLEASE READ THIS DOCUMENT CAREFULLY!

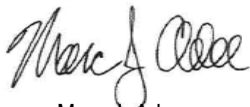
This Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our.

This Policy is a legal contract between You and the Company. It is important that You read Your Policy carefully. Please refer to the Schedule of Benefits, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

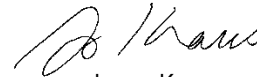
TEN DAY LOOK: If You are not satisfied for any reason, You may cancel insurance under this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 10 days from the Effective Date of Your Insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under this Policy.

Renewal: Coverage under this Policy is not renewable.

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



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

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SCHEDULE OF BENEFITS

Benefit Per Trip **Maximum Benefit Amount/Principal Sum**

Part A – Travel Arrangement Protection

Baggage and Personal Effects up to \$1,000
Deductible \$50
Per Article Limit..... \$250

Part B – Travel Insurance Benefits

Accidental Death & Dismemberment
24-Hour (Other than Common Carrier) \$25,000
Common Carrier Only..... \$100,000
Accident & Sickness Medical Expense \$100,000, \$500,000 or \$1,000,000 (as chosen)
..... The benefit maximum is reduced to \$50,000 for individuals age 70-79
..... The benefit maximum is reduced to \$10,000 for individuals age 80-85
Emergency Dental up to \$500
Deductible per Trip \$0, \$100, \$250 (as chosen)
Emergency Medical Evacuation \$1,000,000

SECTION I. EFFECTIVE DATE AND TERMINATION DATE

When Coverage For Your Trip Begins – Coverage Effective Date:

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

When Coverage For Your Trip Ends – Coverage Termination Date:

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

Extension of Coverage:

All coverages under this Policy will be extended if Your entire Trip is covered by this Policy and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 5 days after the Scheduled Return Date.

SECTION II. COVERAGES

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 Policy; and (c) occurring while coverage is in effect. For the purposes of this benefit: “Baggage and Personal Effects” means goods being used by You during Your Trip.

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) \$250 per article.

A combined maximum of \$500 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 \$100 will be paid for the cost of replacing a passport or visa.

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 collector's items;
- 10) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or 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.

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

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 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.

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

Your Duties After Loss of or Damage to Property: In case of loss, theft, damage or delay of baggage or personal effects, and 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) 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 Policy or any coverage(s) attached to the Policy.

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

24-HOUR OTHER THAN COMMON CARRIER – 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 other than Common Carrier Only Benefits 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 thumb and index finger of the same hand	25% 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 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 Schedule of Benefits.

EXPOSURE AND DISAPPEARANCE

We will pay benefits for covered losses that result from Your being unavoidably exposed to the elements because of a Covered Accident occurring during Your Trip. The loss must occur within 365 days after the event that caused the exposure.

If, while insured under this Coverage, You are in an Accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which You are covered by this Coverage, and if Your body has not been found within 52 weeks from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

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

COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You sustain an Injury while a passenger (not as a pilot, operator or member of the crew) riding in, boarding or alighting from a public conveyance provided by a Common Carrier that results in a loss shown in the Table of Losses below. The loss must occur within 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 thumb and index finger of the same hand	25% 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 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.

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

The Principal Sum is shown in the Schedule of Benefits.

EXPOSURE AND DISAPPEARANCE

We will pay benefits for covered losses that result from Your being unavoidably exposed to the elements because of a Covered Accident occurring during Your Trip. The loss must occur within 365 days after the event that caused the exposure.

If, while insured under this Coverage, You are in an Accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which You are covered by this Coverage, and if Your body has not been found within 52 weeks from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

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

ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, after satisfaction of the Deductible shown on the Schedule of Benefits, as a result of a Covered Accidental Injury or covered Sickness, which first occurs during Your Trip). Only Covered Expenses incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

This benefit maximum is reduced to \$50,000 for individuals age 70-79 and is further reduced to \$10,000 for individuals age 80-85.

Benefits will include up to \$500 expenses for emergency dental treatment due to Injury to natural teeth.

Benefits will include up to \$500 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.

For the purpose of this benefit:

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

1. The medical services, prescription drugs, 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 Policy or any coverage(s) attached to the Policy.

Covered Expenses due to a Sickness are limited to a total of 90 days of treatment during Your Trip.

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

If You are traveling alone and will be hospitalized for more than 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.

If You are in the Hospital for more than three (3) consecutive days and Your dependent children who are under 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 authorized travel assistance company).

2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
 - i) one-way Economy Transportation;
 - ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or

iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.

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.

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

SECTION III. 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-way Economy Transportation by 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 on Your Trip.

“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.

“Deductible” means the dollar amount of expenses which must be incurred and paid by You before benefits are payable under this Policy. It applies separately to each Insured.

“Domestic Partner” means an opposite or same sex partner who, for at least 12 consecutive months, has resided with You and shared financial assets/obligations with You. Both You and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which You both reside; and (3) be mentally competent to contract. Neither You nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company may require proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.

“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, 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 who reside in the United States, Canada, or Mexico: Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, or Domestic Partner.

“Home” means Your primary place of residence.

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

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

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

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

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

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

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

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

“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.

“Pre-Existing Condition” means an illness, disease, or other condition during the 180-day period immediately prior to the date Your coverage is effective for which You, Your Traveling Companion, or Family Member: 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 180-day period before coverage is effective under this Policy.

“Prepaid” means Payments or Deposits paid by You to a Travel Supplier for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date.

“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.

“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. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from Your Scheduled Trip Departure and return cities, provided the dates of travel for the air flights are within seven (7) total days of Your scheduled Trip dates.

“Traveling Companion” means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

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

“Trip” means a scheduled trip of 364 days or less for which coverage is requested and the premium is paid.

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

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

SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS

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

1. an act of declared or undeclared war;
2. 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;
3. participating as a professional in a stunt, athletic or sporting event or competition;

4. 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 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;

If sports rider is chosen exclusion #4 shall read as follows:

participating in bodily contact sports; extreme skiing; skiing outside marked trails or heli-skiing; any race; speed contests (not including any of the regatta races); or scuba diving if the depth exceeds 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive.

5. piloting or learning to pilot or acting as a member of the crew of any aircraft;
6. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
7. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
8. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
9. dental treatment (except as coverage is otherwise specifically provided herein);
10. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
11. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation, Medical Repatriation or return of remains coverage;
12. Elective Treatment and Procedures;
13. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
14. a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You.

PRE-EXISTING CONDITION EXCLUSION:

The Company will not pay for any expense as a result of any illness, disease, or other condition during the 180-day period immediately prior to the date Your coverage is effective for which You, or Your Traveling Companion, or Family Member: 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 180-day period before coverage is effective under this Policy.

SECTION V. PAYMENT OF CLAIMS

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

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

Claim Procedures: 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.

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

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

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

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

All or a portion of all benefits provided by the Policy 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) Your estate, We may pay up to \$1,000 to Your 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.

Subrogation: If the Company has made a payment for a loss under this Policy, 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 recovery for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

SECTION VI. GENERAL PROVISIONS

Entire Contract: Changes: This Policy, Schedule of Benefits, enrollment form and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments.

Beneficiary Designation and Change: The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with the Company/administrator.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Company/administrator with a written request for change. When the request is received, whether is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

Misstatement of Age: If premiums are based on age and the insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits are based on age and the insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

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

Legal Actions: All policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 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 Policy or claim 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.

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 Policy for Your Trip.

Payment of Premium: Coverage is not effective unless all premium has been paid to the Company/administrator prior to a date of loss or insured occurrence.

Termination of This Policy: Termination of this Policy will not affect a claim for Loss which occurs while the Policy is in force.

Transfer of Coverage: Coverage under this Policy cannot be transferred to anyone else.

Controlling Law: Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the requirements of that state's law.

STATE SPECIFIC WORDING

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

ARKANSAS INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

Legal Actions: All policy terms will be interpreted under the laws of the state in which the policy was issued. Legal action or suit for a claim may be brought against Us within the time allowed by law.

2. The **Subrogation** provision appearing in **SECTION V Payment of Claims** is amended to include this sentence which will appear as follows at the end of the provision:

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE AR2

CALIFORNIA AMENDATORY ENDORSEMENT

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

1. The following Notice is added to the face page of the Policy.

THIS NOTICE IS TO ADVISE YOU THAT SHOULD YOU HAVE ANY QUESTIONS OR COMPLAINTS REGARDING THIS CERTIFICATE, YOU MAY CONTACT UNITED STATES FIRE INSURANCE COMPANY AT 5 CHRISTOPHER WAY EATONTOWN, NEW JERSEY 07724 or CALL (732) 676-9800 YOUR POLICY ADMINISTRATOR.

ALSO AVAILABLE IS THE CONSUMER SERVICES DIVISION OF THE CALIFORNIA DEPARTMENT OF INSURANCE, WHICH MAY BE CONTACTED AS FOLLOWS: CALIFORNIA DEPARTMENT OF INSURANCE CONSUMER SERVICES DIVISION; 300 SPRING STREET, SOUTH TOWER LOS ANGELES, CALIFORNIA 90013 or call 1-800-927-HELP or 1-800-927-4357

THE DEPARTMENT OF INSURANCE SHOULD BE CONTACTED ONLY AFTER DISCUSSIONS WITH THE INSURANCE COMPANY OR ITS REPRESENTATIVES HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM.

2. The **Extension of Coverage** provision appearing in **SECTION I. EFFECTIVE DATE AND TERMINATION DATE** is deleted and replaced by the following:

Extension of Coverage:

All coverages under this Policy will be extended if Your entire Trip is covered by this Policy and Your return is delayed. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 5 days after the Scheduled Return Date.

3. The **Domestic Partner** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

"Domestic Partner" means a domestic partner as described in CIC § 381.5 and registered with the California Secretary of State.

4. The **Injury** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

"Injury" or "Injuries" means bodily harm for which the proximate cause is an Accident which: 1) occurs while Your coverage is in effect under the Policy; and 2) requires examination and treatment by a Legally Qualified Physician.

5. **SECTION III. DEFINITIONS** is expanded to include the following:

"Life Threatening Illness or Injury" means bodily harm which: 1) occurs while Your coverage is in effect under the Policy; and 2) requires examination and treatment by a Legally Qualified Physician to treat an illness or injury that, without immediate medical attention may cause You to die.

6. The **Medically Necessary** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

Medically Necessary means a treatment, service or supply that is:

- 1) required to treat an Injury;
- 2) prescribed or ordered by a Legally Qualified Physician or furnished by a Hospital;
- 3) consistent with the medical and surgical practices generally utilized in the region and country in which the services were received for treatment of the condition at the time rendered.

The fact that a Legally Qualified Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by this Policy.

7. The **Usual and Customary Charges** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:
“**Usual and Customary Charges**” means the amounts that other providers charge for similar treatment, services and supplies in the country, region and city where treatment is performed.
8. The **SECTION IV** heading is replaced by the following:
SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS
Benefits are not payable for any loss directly resulting from:
9. The **Subrogation** provision appearing in **SECTION V. PAYMENT OF CLAIMS** is deleted in its entirety.
10. The **Time of Payment of Claims** provision appearing in **Section V. GENERAL PROVISIONS** is deleted and replaced as follows:
Time of Payment of Claims: Subject to due written proof of loss, all indemnities for loss for which this policy provides payment will be paid as they accrue and any balance remaining unpaid at termination of the period of liability will be paid immediately upon receipt of due written proof.
11. The **Concealment and Misrepresentation** provision appearing in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:
Concealment and Misrepresentation: The entire coverage will be void, if at the time of application, any material fact or circumstance relating to this Policy has been concealed or misrepresented. The falsity of any statement shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the Us.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE CA2

CONNECTICUT INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Connecticut** as follows:

1. The following Exclusion 6. in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:
6. no indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Legally Qualified Physician;
2. The **Subrogation** provision in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:
Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right as permitted by law. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss, as permitted by law.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE CT2

DISTRICT OF COLUMBIA INDIVIDUAL AMENDATORY ENDORSEMENT

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

1. The following will appear at the bottom of the Cover Page, directly above the **TABLE OF CONTENTS**:

LIMITED BENEFIT COVERAGE

2. **SECTION VI GENERAL PROVISIONS** is amended to include the following provisions:

Fraud Warning as required for District of Columbia Residents: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE DC2

GEORGIA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Georgia** as follows:

1. The following will appear at the end of **SECTION 1. EFFECTIVE DATE AND TERMINATION DATE:**

This Policy will not be cancelled by the Company.

2. The definition of "Terrorist Incident" appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

"Terrorist Incident" means an act of violence, 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.

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE GA2

HAWAII INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Hawaii** as follows:

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE HI2

IDAHO INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Idaho** as follows:

1. The **Accidental Death & Dismemberment, 24-Hour (Other than Common Carrier), Common Carrier Only, Accident & Sickness Medical Expense** and **Emergency Medical Evacuation** benefits in the **SCHEDULE OF BENEFITS** on the **Cover Page** will indicate a range of \$0 – 500,000.
2. The following is added at the bottom of **SECTION VI GENERAL PROVISIONS:**

Contact Information for the Idaho Department of Insurance:

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE ID2

ILLINOIS INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Illinois** as follows:

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

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

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

"Complications of Pregnancy" means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation,

hyperemesis gravidarum, preeclampsia, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

C. Item 1) in the definition of “**Pre-Existing Condition**” appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;

D. The following Exclusions appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** are deleted in their entirety and will not appear:

4. Sporting activities;
5. Piloting.

E. Item 1) in the Pre-Existing Condition Exclusion appearing in **SECTION IV GENERAL EXCLUSIONS and LIMITATIONS** is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;

F. The **Payment of Claims: When Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

G. The 1st sentence in the last paragraph of the **Payment of Claims: To Whom Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay up to an amount not exceeding \$1,000 to Your beneficiary or any relative whom We find entitled to the payment.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE IL2

LOUISIANA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Louisiana** as follows:

1. The definition of Domestic Partner appearing in **SECTION III DEFINITIONS** is deleted and will not appear.

2. The definition of Family Member appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

“**Family Member**” means any of the following who reside in the United States, Canada, or Mexico: Your or Your Traveling Companion’s legal spouse, 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.

3. The **Payment of Claims: When Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

4. The **Subrogation** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

5. The **Legal Actions** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

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

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE LA2

MARYLAND INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Maryland** as follows:

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE MD2

MAINE INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Maine** as follows:

1. All references to "**Medically Necessary**", which appear in **SECTION II COVERAGES**, in the definition of "**Transportation Expense**" appearing in **SECTION III DEFINITIONS**, and the definition of "**Medically Necessary**" appearing in **SECTION III DEFINITIONS**, are hereby deleted and will not appear.

2. The bottom three Types of Losses in **24-HOUR OTHER THAN COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT, COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT** in **SECTION II COVERAGES** are deleted and replaced as follows:

Loss of thumb and index finger of the same hand 100 % of Principal Sum

3. The definition of **Actual Cash Value** in **SECTION III DEFINITIONS** is deleted and replaced as follows:

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

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE ME2

MINNESOTA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Minnesota** as follows:

1. All references to "**Confirmation of Benefits**" are hereby deleted and will not apply.

2. The **Payment of Claims: When Paid** provision in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

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

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

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE MN2

NEBRASKA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Nebraska** as follows:

A. Item 1. in the definition of **Pre-Existing Condition** appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

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 exhibited a subjective indication of a disease or a change in condition as perceived by You which would have prompted a reasonable person to seek diagnosis, care or treatment;

B. In Exclusion 4. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to "any race" is changed to "any organized race".

C. Item 1. in the **PRE-EXISTING CONDITION EXCLUSION** provision appearing in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:

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 exhibited a subjective indication of a disease or a change in condition as perceived by You which would have prompted a reasonable person to seek diagnosis, care or treatment;

D. The **Payment of Claims: When Paid**: provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE NE2

OHIO INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Ohio** as follows:

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE OH2

OKLAHOMA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Oklahoma** as follows:

1. The following statement is added to the **Cover Page** of the Policy:

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

2. The second paragraph of the **Complications of Pregnancy** definition appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

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

3. Exclusion 2. pertaining to war appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

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

4. The 5th paragraph in the **Payment of Claims: To Whom Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

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

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

6. **SECTION VI GENERAL PROVISIONS** is amended to include the following provisions:

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

Required Oklahoma Statement regarding premium: The exact amount of premium will be determined upon purchase of the coverage under this Policy, and the basis and rates upon which the premium will be determined are the plan design, Trip cost and age of the Insured. The average per Trip premium is \$----- USD.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE OK2

RHODE ISLAND INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Rhode Island** as follows:

1. The definition of **Family Member** in **SECTION III DEFINITIONS** is deleted and replaced as follows:

“Family Member” means any of the following who reside in the United States, Canada, or Mexico: Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, a person who is a party to a civil union with You as Your dependent and spouse, a person who is a party to a same sex marriage with You as Your dependent and spouse, or Domestic Partner.

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE RI2

SOUTH CAROLINA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **South Carolina** as follows:

1. The **Payment of Claims: To Whom Paid:** provision in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

2. The **Physical Examination and Autopsy and Legal Actions** provisions in **SECTION VI GENERAL PROVISIONS** are deleted and replaced as follows:

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE SC2

SOUTH DAKOTA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **South Dakota** as follows:

1. The following Exclusion 6. appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted in its entirety:

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

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

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE SD2

TENNESSEE INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Tennessee** as follows:

1. The last sentence in the first paragraph of the definition of **“Complications of Pregnancy”** appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

Complications of Pregnancy also includes pre-eclampsia, non-elective 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.

2. The **Subrogation** provision appearing in **SECTION V PAYMENT OF CLAIMS** is amended to include this sentence which will appear as follows at the end of the provision:

You are entitled to reimbursement of reasonable attorney fees You have incurred when the Company applies rights of recovery under this Subrogation provision.

3. The **Misstatement of Age** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

Misstatement of Age: If Your age has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE TN2

UTAH INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Utah** as follows:

1. The second paragraph of the Exposure and Disappearance provision in **24-HOUR OTHER THAN COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT** and **COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT** appearing in **SECTION II COVERAGES** is deleted and replaced as follows:

If, while insured under this Coverage, You are in an Accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which You are covered by this Coverage, it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

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

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

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

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

4. Exclusion 7. Appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

7. the voluntary commission of or attempt to commit a felony or being voluntarily engaged in an illegal occupation;

5. The **Claim Procedures: Proof of Loss:** provision appearing in **SECTION V PAYMENT OF CLAIMS** is amended to include the following sentence at the end of the provision:

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

6. The **Payment of Claims: When Paid:** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

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

Concealment and Misrepresentation: The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this Policy has been fraudulent or materially misrepresented. Notice of cancellation of the Policy for fraud or material misrepresentation will be delivered to You 30 days prior to the effective date of cancellation.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE UT2

VERMONT INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Vermont** as follows:

- A. The references to "Usual and Customary" appearing in **SECTION II COVERAGES** are replaced by "Reasonable and Necessary".

B. The following definition appearing in **SECTION III DEFINITIONS** is revised as follows:

"**Usual and Customary**" will now appear as "**Reasonable and Necessary**";

C. The following exclusions appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** are deleted and/or deleted and replaced or amended as follows:

4. participating in bodily contact sports; parachuting; except parasailing; extreme skiing; skiing outside marked trails or heli-skiing; any race in a professional capacity; speed contests (not including any of the regatta races); spelunking or caving;

If sports rider is chosen exclusion #4 shall read as follows:

participating in bodily contact sports; extreme skiing; skiing outside marked trails or heli-skiing; any race in a professional capacity; speed contests (not including any of the regatta races).

14. deleted in its entirety (relating to mental or nervous condition);

D. The **Payment of Claims: When Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

E. The last sentence in the **Physician Examination and Autopsy** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

The Company may have an autopsy done (at the expense of the Company) unless the law or Your religion forbids it.

F. The following is added as the last sentence in the **Legal Actions** provision appearing in **SECTION VI GENERAL PROVISIONS**:

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

G. **SECTION VI GENERAL PROVISIONS** is amended to include the following provisions at the end of that section:

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

Vermont Controlling Law: Any provision of the Policy, which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of the Policy.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE VT2

WYOMING INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Wyoming** as follows:

1. In the definition of **Pre-Existing Condition** appearing in **SECTION III DEFINITIONS**, Item 1) is deleted and replaced as follows:

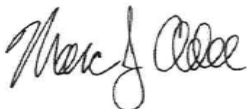
- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;

2. In the **Pre-Existing Condition Exclusion** provision appearing in **SECTION IV GENERAL EXCLUSIONS**, Item 1) is deleted and replaced as follows:

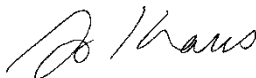
- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE WY2

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



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

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

PRIVACY POLICY AND PRACTICES

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

Your Privacy is Our Concern

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

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

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

What do we do with the information collected about you?

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

To whom do we disclose information about you?

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

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

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

How to contact Us

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

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

When used throughout this document “Company”, “Our”, “We”, or “Us” means:
United States Fire Insurance Company

GRIEVANCE PROCEDURES

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

DEFINITIONS

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

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

INFORMAL GRIEVANCE PROCEDURE

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

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

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

FORMAL GRIEVANCE PROCEDURE

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

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

First Level Review

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

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

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

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

Second Level Review

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

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

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

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

The panel must be comprised of persons who:

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

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

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

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

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

EXPEDITED REVIEW

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

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

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance. We will not provide an expedited review for retrospective reviews of Adverse Determinations.