

TRAVEL RELAXED. TRAVEL SECURE. TRAVEL INSURED.

# YA'LLA TOURS USA PROTECTION PLAN

AK, IN, NH and NY



**FOR SERVICE, VISIT OR CALL:**

[www.travelinsured.com](http://www.travelinsured.com)

1-866-684-0218

**FOR EMERGENCY ASSISTANCE  
DURING YOUR TRIP CALL:**

1-800-494-9907

1-603-328-1707 (Collect)



**TRAVEL INSURED  
INTERNATIONAL**

A CRUM & FORSTER COMPANY

# Ya'lla Tours USA Protection Plan

**Note:** For residents of AK, IN, NH and NY only

The insurance benefits are underwritten by the United States Fire Insurance Company. Fairmont Specialty and Crum & Forster are registered trademarks of United States Fire Insurance Company. The Crum & Forster group of companies is rated A (Excellent) by AM Best Company 2016. Not all coverage is available in all jurisdictions.

\*\*\*Travel Assistance non-insurance services are provided by an independent organization and not by United States Fire Insurance Company or Travel Insured International.

## YOUR TRAVEL PROTECTION PLAN

Thank you for purchasing a travel protection plan from us!

Please review the following documents carefully, they include:

- Your plan, which explains how your travel protection plan works.
- A letter of confirmation that came with your package of documents, this tells you what coverage you have and the limits. Review this document carefully as it may describe coverage your plan doesn't include.
- Any other information you receive with your package which may include riders or other forms.

Contact us immediately if you think there is a mistake on your letter of confirmation at **1-866-684-0218**. Have your policy # that is on your letter of confirmation available so we can best serve you!

## CLAIMS PROCEDURES

**To facilitate prompt claims settlement:**

**TRIP CANCELLATION/TRIP INTERRUPTION:** IMMEDIATELY Call Your Travel Supplier and Travel Insured International to report Your cancellation and avoid non-Covered Expenses due to late reporting. Travel Insured International will then advise You on how to obtain the appropriate form to be completed by You and the attending Physician. If You are prevented from taking Your Covered Trip due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your participation in the Covered Trip. Provide all unused transportation tickets, official receipts, etc.

**TRIP DELAY:** Obtain any specific dated documentation, which provides proof of the reason for delay (airline or Cruise line forms, medical statements, etc).

Submit this documentation along with Your Trip itinerary and all receipts from additional expenses incurred.

**MEDICAL EXPENSES:** Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

**BAGGAGE:** Obtain a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

Administered by



**TRAVEL INSURED  
INTERNATIONAL®**

A CRUM & FORSTER COMPANY

**For questions or to report a claim, contact:**

**Travel Insured International**

**855 Winding Brook Drive**

**P.O. Box 6503**

**Glastonbury, CT 06033**

**866-684-0218**

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## WORLDWIDE NON-INSURANCE ASSISTANCE SERVICES

The Travel Assistance feature provides a variety of travel related services.

Services offered include:

- Medical or Legal Referral • Inoculation Information • Hospital Admission Guarantee
- Translation Service • Lost Baggage Retrieval • Passport/Visa Information • Emergency Cash Advance • Bail Bond • Prescription Drug/Eyeglass Replacement

### **24/7 Worldwide Non-Insurance Assistance Services**

**Travel Assistance, Medical Emergency, Concierge Service, Business Concierge,  
Non-Medical Emergency Evacuation and ID Theft Resolution Service  
FOR EMERGENCY ASSISTANCE DURING YOUR TRIP CALL:**

**888-268-2824**

**(From US/Canada)**

**OR CALL COLLECT:**

**603-328-1725**

**(From all other locations)**

Travel assistance non-insurance services are provided by an independent organization and not by United States Fire Insurance Company or Travel Insured International. There may be times when circumstances beyond the Assistance Company's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help You resolve Your emergency situation.

### **AVAILABILITY OF SERVICES**

You are eligible for information services at any time after You purchase this plan. The Emergency Assistance Services become available when You actually start Your Covered Trip. Emergency Assistance and Informational Services end the earliest of: midnight on the day the program expires; when You reach Your return destination; or when You complete Your Covered Trip.

# TRAVEL INSURANCE POLICY

## United States Fire Insurance Company

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

### TRAVEL PROTECTION INSURANCE

Certificate of Insurance

This Certificate of Insurance describes all of the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the Schedule of Coverage. It provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Coverage is incorrect.

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

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

#### YOUR SATISFACTION IS IMPORTANT TO US

If You are not satisfied for any reason You must notify Us within 14 days of purchase and return Your Certificate. We will give You a full refund of premium, provided You have not already departed on the Covered Trip or filed a claim.

**Effective Dates:** All coverage (except Trip Cancellation) will take effect at 12:01 A.M. local time, at Your location, on the Scheduled Departure Date, provided coverage has been elected and the required premium has been paid.

Trip Cancellation coverage will take effect at 12:01 A.M. local time at Your location, on the day after the required premium for such coverage is received by the Company or its authorized representative.

**LIMITED BENEFIT COVERAGE**  
**SCHEDULE OF BENEFITS**

Listing of Benefits	Maximum Limit
<b>Travel Protection</b>	
<b>Trip Cancellation</b>	Trip Cost*
<b>Trip Interruption</b>	150% of Trip Cost*
<i>*Up to the trip cost protected, up to a maximum of \$15,000</i>	
<b>Travel Delay (6 hours)</b>	\$500 (\$100 per day)
<b>Medical Protection</b>	
<b>Accidental Death &amp; Dismemberment</b>	\$25,000
<b>Emergency Accident and Sickness Medical Expense</b>	\$25,000
<b>Dental Sublimit</b>	\$750
<b>Emergency Evacuation/Medically Necessary Repatriation/Repatriation of Remains</b>	\$50,000
<b>Baggage Protection</b>	
<b>Baggage/Personal Effects</b>	\$1,000
<b>Per Article Limit</b>	\$250
<b>Combined Articles Limit</b>	\$500
<b>Baggage Delay (12 hours)</b>	\$100

**SECTION I - COVERAGES**

**COVERAGE A**  
**TRIP CANCELLATION**

This Coverage A is made a part of the policy. It is subject to all the provisions of this Coverage A.

Benefits will be paid up to the Maximum Benefit Amount purchased to cover You for the Published Penalties and unused non-refundable prepaid expenses for Travel Arrangements when You are prevented from taking his or her Covered Trip due to:

1. Death involving You or Your Traveling Companion or Your or Your Traveling Companion's Business Partner or Your or Your Traveling Companion's Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, Your Family Member or Your Traveling Companion's Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Covered Trip;
3. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);

4. You or Your Traveling Companion's principal place of residence being rendered uninhabitable by fire or flood or other Natural Disaster or burglary of primary residence within 10 days of departure;
5. You or Your Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure;
6. Bankruptcy or Default of an airline or Cruise line or tour operator or Travel Supplier (other than the tour operator or travel agency from whom You purchased Your Travel Arrangements) which stops service more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the policy has been purchased within 14 days of Your initial payment for the Covered Trip.
7. Unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
8. Weather that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
9. Felonious Assault on You or on Your Traveling Companion within 10 days of the Scheduled Departure Date;
10. You or Your Traveling Companion or Your Family Member is in the military and called to emergency duty for a national disaster;
11. Revocation of Your, Your Traveling Companion's or Your Family Member's previously granted leave or re-assignment. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
12. A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. The Terrorist Incident must occur after the Effective Date of Your Trip Cancellation Coverage.
13. A documented theft of passports or visas;
14. Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years;
15. a cancellation of Your Trip within 48 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 14 days following Your Effective Date of coverage for Your Trip Cancellation Benefits;

Provided such unforeseen circumstances occurred after Your Effective Date.

If Your Travel Supplier cancels Your Covered Trip, You are covered up to the cost of the ticket or the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the air.

The maximum payable under this benefit is the lesser of a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased.

Single Supplement: Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if a Traveling Companion has their Covered Trip delayed, canceled or interrupted for a covered reason and You do not cancel.

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

The Maximum Benefit Amount is shown in the Schedule and Coverages.

## **COVERAGE B TRIP INTERRUPTION**

This Coverage B is made a part of the policy. It is subject to all the provisions of this Coverage B.

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

1. Death involving You or Your Traveling Companion or Your or Your Traveling Companion's Business Partner or Your or Your Traveling Companion's Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, Your Family Member or Your Traveling Companion's Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Covered Trip;
3. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
4. You or Your Traveling Companion's principal place of residence being rendered uninhabitable by fire or flood or other Natural Disaster or burglary of primary residence within 10 days of departure;
5. You or Your Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure;
6. Bankruptcy or Default of an airline or Cruise line or tour operator or Travel Supplier (other than the tour operator or travel agency from whom You purchased Your Travel Arrangements) which stops service more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the policy has been purchased within 14 days of Your initial payment for the Covered Trip.
7. Unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
8. Weather that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
9. Felonious Assault on You or on Your Traveling Companion within 10 days of the Scheduled Departure Date;
10. You or Your Traveling Companion or Your Family Member is in the military and called to emergency duty for a national disaster;
11. Revocation of Your, Your Traveling Companion's or Your Family Member's previously granted leave or re-assignment. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
12. A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. The Terrorist Incident must occur after the Effective Date of Your Trip Cancellation Coverage.



13. A documented theft of passports or visas;
14. Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years;
15. a cancellation of Your Trip within 48 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 14 days following Your Effective Date of coverage for Your Trip Cancellation Benefits;

Provided such circumstances occurred after Your Effective Date.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

The combined maximum payable under this benefit is the lesser of: a) 150% of total cost of Your Covered Trip; or b) the total amount of coverage You purchased.

The maximum payable under this benefit is the lesser of: a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased

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

The Maximum Benefit Amount is shown in the Schedule and Coverages.

### **COVERAGE C TRIP DELAY**

This Coverage B is made a part of the policy. It is subject to all the provisions of this Coverage B.

If You are delayed for 6 or more hours while in route to or from a Covered Trip, due to:

1. any delay of a Common Carrier. The delay must be certified by the Common Carrier;
2. a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
3. lost or stolen passports, travel documents or money (must be substantiated by a police report); or
4. quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
5. documented weather condition preventing You from getting to the point of departure;

Benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for:

1. the Additional Transportation Cost from the point where You were delayed to a destination where You can join the Covered Trip;
2. the Additional Transportation Cost to return You to Your originally scheduled return destination;
3. reasonable accommodation and meal expenses up to \$100 per day necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source; and
4. the non-refundable, unused portion of the prepaid expenses for the Covered Trip.

Benefits will not be paid for any expenses, which have been reimbursed, or for any services that have been provided by the Common Carrier.

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

The Maximum Benefit Amount is shown in the Schedule and Coverages.

**COVERAGE D  
ACCIDENT AND SICKNESS MEDICAL EXPENSE**

This Coverage C is made a part of the policy. It is subject to all the provisions of this Coverage C.

For the purpose of this benefit:

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

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

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

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

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

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

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

The Maximum Benefit Amount is shown in the Schedule and Coverages.

**COVERAGE E  
EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF  
REMAINS**

This Coverage D is made a part of the policy. It is subject to all the provisions of this Coverage D.

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

1. **For 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 in the Hospital for more than seven consecutive days and Your Dependent Children who are under 18 years of age and accompanying You on the Covered Trip, are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the travel assistance company).

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

2. **For Medical Repatriation:**

- a) 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 place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your permanent residence via:

- i) one-way Economy Transportation; or
- ii) commercial upgrade, based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing.

Transportation must be via the most direct and economical route.

- b) 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 place of permanent residence for continued treatment of an unforeseen casket or air tray, preparation and transportation of Your remains to Your place of residence or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket.

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

The Maximum Benefit Amount is shown in the Schedule and Coverages.

## **COVERAGE F BAGGAGE AND PERSONAL EFFECTS**

This Coverage E is made a part of the policy. It is subject to all the provisions of this Coverage E.

For the purposes of this Benefit:

“Baggage and Personal Effects” means goods being used by You during a Covered Trip. The term 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. motorcycles; bicycles, except when checked as baggage with a Common Carrier;
8. household effects and furnishings;
9. antiques and collector's items;

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

The lesser of the following amounts will be paid:

- a) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage;
- b) the cost to repair or replace the article with material of a like kind and quality; or
- c) \$250 per article.

A combined maximum of \$500 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

The Company will reimburse You for fees associated with the replacement of Your passport during Your Covered Trip. Receipts are required for reimbursement.

The Company will also reimburse You for charges and interest incurred due to unauthorized use of Your credit cards if such use occurs during Your Covered Trip and if You have complied with all credit card conditions imposed by the credit card companies.

**For Baggage Delay:** If, while on a Covered Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 12 hours from Your time of arrival at a destination other than at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

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

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

The Maximum Benefit Amount is shown in the Schedule and Coverages.

**COVERAGE G**  
**24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT**

This Coverage F is made a part of the policy. It is subject to all the provisions of this Coverage F.

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

Benefits will be paid as follows:

**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 Speech	50% of Principal Sum
Loss of Hearing Both Ears	50% of Principal Sum

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

Loss of eye or eyes means the total and irrecoverable loss of the entire sight thereof. Only one 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 and Coverages.

**EXPOSURE AND DISAPPEARANCE**

If, while insured under this Coverage F, You are unavoidably exposed to the elements because of a covered accident and suffer a loss for which benefits are payable under this Coverage F, such loss will be covered.

If, while insured under this Coverage F, 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 F, 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.

## SECTION II - DEFINITIONS

<b>“Additional Transportation Cost”</b>	means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.
<b>“Bankruptcy”</b>	means the filing of a petition for voluntary or involuntary Bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.
<b>“Business Partner”</b>	means an individual who (a) is involved in a legal general partnership with You and (b) is actively involved in the day to day management of Your business.
<b>“Common Carrier”</b>	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.
<b>“Company”</b>	means United States Fire Insurance Company
<b>“Covered Trip”</b>	means scheduled trips, tours or cruises for which (a) coverage is requested: and (b) the required premium is submitted prior to the Scheduled Departure Date.
<b>“Cruises”</b>	means any prepaid sea arrangements.
<b>“Default”</b>	means a material failure or inability to provide contracted services.
<b>“Dependent Child(ren)”</b>	means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.
<b>“Domestic Partner”</b>	means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 10 continuous months prior to the Effective Date of coverage, or as otherwise defined according to the laws of Your state of residence.
<b>“Economy Transportation”</b>	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.
<b>“Effective Date”</b>	means the date and time Your coverage begins, as outlined in the Insuring Provisions section of the policy.
<b>“Family Member”</b>	means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew or Domestic Partner.
<b>“Hospital”</b>	means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located: (b) a place operated for the care and treatment of resident inpatients

with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility: (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics: or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

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

**“Injury” or “Injuries”** means bodily harm 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, and for whom the required premium is paid, also referred to as You and Your.

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

**“Legally Qualified Physician”** means a physician: (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.

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

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

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

**“Pre-Existing Condition”** means any Injury, Sickness or condition (including any condition from which death ensues) of You, or Traveling Companion, or Your and/or Traveling Companion’s Family Member or Your Business Partner for which within the 60 day period prior to the Effective Date of Your Trip Cancellation coverage under the policy which (a) manifested itself, became acute or exhibited symptoms which would

have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required Medical Treatment or treatment was recommended by a Legally Qualified Physician.

<b>“Published Penalties”</b>	means any published cancellation penalties levied by Your travel agency or travel supplier that apply to all clients of the travel agency or travel supplier and can be documented at time of Your purchase of Travel Arrangements from Your travel agency.
<b>“Scheduled Departure Date”</b>	means the date on which You are originally scheduled to leave on Your Trip.
<b>“Scheduled Return Date”</b>	means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.
<b>“Sickness”</b>	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.
<b>“Strike”</b>	means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.
<b>“Terrorist Incident”</b>	means an incident deemed an act of terrorism by the U.S. Government.
<b>“Third Party”</b>	means a person or entity other than You or the Company.
<b>“Transportation Expense”</b>	means: (a) the cost of conveyance of You and any medical personnel (if Medically Necessary); and (b) Medically Necessary services or supplies.
<b>“Travel Arrangements”</b>	means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Covered Trip.
<b>“Traveling Companion”</b>	means a person or persons with whom a covered person has coordinated travel arrangements and intends to travel with during the Covered Trip.
<b>“Travel Supplier”</b>	means any entity or organization that coordinates or supplies travel services for You.
<b>“Usual and Customary Charges”</b>	means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.



## SECTION III. INSURING

Insured's Term of Coverage:

**For Trip Cancellation:** Coverage will take effect at 12:01 local time at Your location, on the day after the required premium for such coverage is received by the Company or its authorized representative. Coverage ends at the point and time of departure on Your Scheduled Departure Date.

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

**For all other coverages:** Coverage begins at the point and time of departure on the Scheduled Departure Date. Coverage ends at the point and time of return on Your Scheduled Return Date.

In the event the Scheduled Departure Date and/or the Schedule Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Travel Supplier nor You have control Your term of coverage shall be automatically adjusted accordance with the Travel Supplier's notice to the Company of the delay or change.

## SECTION IV - GENERAL EXCLUSIONS AND LIMITATIONS

**Excess Insurance Limitation:** The Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity, except for Accidental Death & Dismemberment or as required by state law. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

Benefits are not payable for Sickness, Injuries or losses of You, Your Family Member, Your Traveling Companion or Your Traveling Companion's Family Member, Your Business Partner, or Your Traveling Companion's Business Partner;

1. resulting from suicide, attempted suicide or any intentionally self-inflicted Injury while sane or insane;
2. resulting from an act of declared or undeclared war;
3. while participating in maneuvers or training exercises of an armed service;
4. while riding, driving or participating in races, or speed or endurance contests;
5. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. while participating as a member of a team in an organized sporting competition;
7. while participating in skydiving, hang gliding, bungee cord jumping;
8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician;
10. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. due to normal childbirth, normal pregnancy (except for complications of pregnancy);
12. due to a mental or nervous condition, unless hospitalized;

13. for dental treatment (except as a result of Accidental Injury to sound natural teeth);
14. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Schedule and Coverages;
15. due to loss or damage (including death or Injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto;
16. due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased within 14 days of Your initial Trip deposit for the full non-refundable trip cost, You are not disabled from travel at the time You pay the premium and the booking for the Trip is the first and only booking for this travel period and destination.
17. resulting from Medical Treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing Medical Treatment;

The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72 hour period, the Company will not pay for additional charges which would not have been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72 hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented You from reporting the cancellation within the specified period.

### **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.

## **SECTION V - GENERAL PROVISIONS**

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

**Claim Forms:** When notice of claim is received by the Company or 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 sending a written statement of what happened. This statement must be received within the time given for filing proof of loss.

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

**Time of Payment of Claims:** The Company or its designated representative will pay the claim after receipt of acceptable proof of loss.

**Payment of Claims:** Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: (a) the Principal Insured predeceases You; and (b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) the Principal Insured's spouse;
- b) the Principal Insured's 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) the Principal Insured's estate.

All or a portion of all other benefits provided by the policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Principal Insured.

Other than for loss of life, if any benefit is payable to: (a) You or the Principal Insured's beneficiary who is minor or otherwise not able to give a valid release; or (b) the Principal Insured's estate: the Company may pay up to \$1,000.00 to the Principal Insured's beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company to the extent of such payment.

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

**Legal Actions:** No legal action for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for a claim can be brought against us more than 3 years after the time required for giving proof of loss. This 3- year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

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

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

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: 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.

**Additional Claims Provisions Specific to Baggage**

Insured's Duties After Loss of or Damage to Property: In case of loss, theft or damage to baggage or personal effects, and Insured must:

- a) take all reasonable steps to protect, save or recover the property:
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss:
- c) produce records needed to verify the claim and its amount, and permit copies to be made:
- d) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to: and
- e) be examined, if requested.

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

## STATE ENDORSEMENTS

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.

**NEW HAMPSHIRE:** The definition of "Family Member" is amended to read: "Family Member" means an Insured's or a Traveling Companion's: legal spouse or common-law spouse where legal; legal guardian; son or daughter (adopted, foster or step); child placed for adoption with You or Traveling Companion; son-in-law; daughter-in-law; grandmother; grandmother-in-law; grandfather; grandfather-in-law; grandchild; aunt; uncle; niece; or nephew; brother, step-brother; sister; step-sister; brother-in-law; sister-in-law; mother; mother-in-law; father; father-in-law; step-parent; Domestic Partner.

The definition of "Hospital" is amended to read: "Hospital" means (a) a place that operates according to law in the state where it is located; and 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: 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. "Proof of Loss" is amended to read: 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.

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

### COVERAGE B ACCIDENT MEDICAL EXPENSE

This Coverage E is made a part of the policy. It is subject to all the provisions of this Coverage E.

For purposes of this benefit:

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

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

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

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

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

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

**NEW YORK MANDATES:**

Under New York Law, certain mandated benefits are required to be provided under a medical expense policy.

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

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

**COVERAGE B  
SICKNESS MEDICAL EXPENSE**

This Coverage E is made a part of the policy to which it is attached. It is subject to all policy provisions of this Coverage E.

For purposes of this benefit:

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

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

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

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

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

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

**NEW YORK MANDATES:**

Under New York Law, certain mandated benefits are required to be provided under a medical expense policy. The Company will pay benefits as applicable to this program for such mandates.

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

Definitions:

**“Hospital”** means a short-term, acute, general hospital, that:

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395x[k]);
- (f) is duly licensed by the agency responsible for licensing such hospitals; and  
Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.


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

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

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

# GRIEVANCE PROCEDURES

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

## DEFINITIONS

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

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

## INFORMAL GRIEVANCE PROCEDURE

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

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

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

## FORMAL GRIEVANCE PROCEDURE

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

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

### First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who



made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

## **Grievance**

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

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

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

## **Second Level Review**

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

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

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

conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

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

The panel must be comprised of persons who:

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

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

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

## **Grievance**

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

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

## **EXPEDITED REVIEW**

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

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal,

we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

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

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

## PRIVACY POLICY AND PRACTICES

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

### **Your Privacy is Our Concern**

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

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

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

### **What do we do with the information collected about you?**

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair

Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

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

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

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

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

**How to contact Us**

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

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