

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

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**TRAVEL LITE PROTECTION INSURANCE**  
**Certificate of Insurance**

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

Signed for **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.

If the Insured is not completely satisfied with the insurance he or she must notify the Company within 10 days of purchase and return the certificate. The Company will give the Insured a full refund of premium provided he or she has not already departed on the Covered Trip or filed a claim.

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### SECTION I. COVERAGES

#### TRIP CANCELLATION

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

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 You or Your Traveling Companions Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member or Your Traveling Companion which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
3. Your 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, flood or burglary of primary residence within 10 days of departure;
5. You or Your or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;
6. Bankruptcy or Default of an airline, cruise line, tour operator or travel supplier (other than the tour operator or travel agency from whom You purchased your travel arrangements) which stops service more than 10 days following Your Effective Date. This benefit only applies if the policy has been purchased within 20 days of the Insured's initial payment for the Covered Trip.
7. Unannounced strike that causes complete cessation of services of Your Common Carrier for at least 6 consecutive hours;
8. Weather that causes complete cessation of services of Your Common Carrier for at least 6 consecutive hours;
9. Natural disaster at the site of the Insured's destination, which renders their destination accommodations uninhabitable;
10. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
11. 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 1 continuous year;
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. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;  
Revocation of Your previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
13. Your family or friends living abroad with whom You were planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them.

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 maximum payable under this benefit is the lesser of a) total cost of the Insured's Covered Trip; or b) the total amount of coverage the Insured 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 his or her Covered Trip delayed, canceled or interrupted for a covered reason and an Insured does 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 Confirmation of Benefits.

## **TRIP INTERRUPTION**

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

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 You or Your Traveling Companions Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member or Your Traveling Companion which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
3. Your 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, flood or burglary of primary residence within 10 days of departure;
5. You or Your or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;
6. Bankruptcy or Default of an airline, cruise line, tour operator or travel supplier (other than the tour operator or travel agency from whom You purchased your travel arrangements) which stops service more than 10 days following Your Effective Date. This benefit only applies if the policy has been purchased within 20 days of the Insured's initial payment for the Covered Trip.
7. Unannounced strike that causes complete cessation of services of Your Common Carrier for at least 6 consecutive hours;
8. Weather that causes complete cessation of services of Your Common Carrier for at least 6 consecutive hours;
9. Natural disaster at the site of the Insured's destination, which renders their destination accommodations uninhabitable;
10. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
11. 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 1 continuous year;
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. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
13. Revocation of Your previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;

14. Your family or friends living abroad with whom You were planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them.

Provided such circumstances occurred after Your Effective Date.

The combined 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.

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 Confirmation of Benefits.

### **BAGGAGE DELAY**

If, while on a Covered 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 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 schedule 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 Confirmation of Benefits.

### **TRIP DELAY**

This Coverage Benefit is provided only if shown as covered in the Confirmation of Benefits.

If You are delayed for 6 hours 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 the Insured 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 he or she 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 \$125 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. As long as the expenses are supported by, proof of purchase and are not reimbursable by any other source.

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 Confirmation of Benefits.

## MISSED CONNECTION

This Coverage Benefit is provided only if shown covered on the Confirmation of Benefits.

If miss Your cruise or tour departure because their airline flight is delayed for 3 or more hours, due to:

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

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

- a. the Additional Transportation Cost to join the Covered Trip;
- b. reasonable accommodation and meal expenses up to \$125 per day necessarily incurred by an Insured for which he or she has proof of purchase and which were not paid for or provided by any other source;

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

## SECTION II. DEFINITIONS

**“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.

**“Bankruptcy”** means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.

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

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

**“Confirmation of Benefits”** means the coverage confirmation provided to You following enrollment and payment of the applicable premium.

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

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

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

**“Family Member”** means Your or a Traveling Companion's: legal spouse or common-law spouse where legal; legal guardian; son or daughter (adopted, foster or step); 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; father; step-parent.

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

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

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

**“Insured”** means the person(s) named on the enrollment form or Roster as the Principal Participant, participant's spouse or participant's child.

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

**“Legally Qualified Physician”** means a physician or a Christian Science Practitioner (a) other than You, a Traveling Companion or a Family Member: (b) practicing within the scope of Your 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 an Insured as shown in the Confirmation of Benefits.

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

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

**“Pre-existing Condition”** means any injury, sickness or condition (including any condition from which death ensues) of the Insured, 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.

**“Published Penalties”** means any published cancellation penalties issued 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 trip sale. The maximum amount reimbursable under the travel agencies published penalties is 25% of the total trip cost excluding taxes and other non-commissionable items.

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

**“Scheduled Return Date”** means the date on which You are originally scheduled to return to the point of origin or the original final destination.

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

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

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

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

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

**“Traveling Companion”** means a person or persons with whom a covered person has coordinated travel arrangements and intends to travel with during the trip.

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

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

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

Insured’s Term of Coverage:

**For Trip Cancellation:** Coverage begins on the Effective Date and time specified in the Confirmation of Benefits. 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 LIMITATIONS AND EXCLUSIONS**

Benefits are not payable for Sickness, Injuries or losses of You, Your Traveling Companion or Your Traveling Companion's Family Member, or Your 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, scuba diving or deep sea diving;
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 advise 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 through the first 6 months of pregnancy or voluntarily induced abortion;
12. for dental treatment (except as coverage is otherwise specifically provided herein);
13. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Confirmation of Benefits: or;
14. due to a Pre-existing Condition, as defined in the Policy.
15. due to a mental or nervous disorder, unless hospitalized.
16. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto.

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 him or her 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 the Insured.

**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.

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

**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, the Insured 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 or Delay of Baggage:** In case of loss, theft, damage or delay of baggage or personal effects, and Insured must:

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

## **SECTION VI. COORDINATION OF BENEFITS**

### **Applicability**

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

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

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

### **Definitions**

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

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

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

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

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

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

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

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

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

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

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

**“Claim Determination Period”** is the period of time, which must not be less, than [12 consecutive months], over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether over insurance exists; and (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

### **Order of Benefit Determination Rules**

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

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

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

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

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

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

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

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

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

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

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

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

### **Facility of Payment**

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

### **Right of Recovery**

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

### **Non-complying Plans**

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

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

## ADDITIONAL BENEFITS

The following additional benefits will be administered with your coverage. These benefits do not change provisions in your Policy/Certificate:

### TRIP CANCELLATION AND INTERRUPTION

**“Other Covered Reasons”**

14. Your or Your Traveling Companion’s place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result;
15. a documented theft of passports or visas;
16. a permanent transfer of employment of 250 miles or more;
17. mechanical breakdown that causes complete cessation of services for at least 6 consecutive hours of the Common Carrier on which You are scheduled to travel;
18. a government-mandated shutdown of an airport or air traffic control system due to a Natural Disaster;
19. You, Your Traveling Companion or a Family Member traveling with You is required to work during the Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required.
20. Up to 7 mandatory evacuation ordered by local government authorities at Your Trip Destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
21. You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company;
22. a cancellation of Your Trip within 24 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 14 days following Your Effective Date of coverage for the Trip Cancellation Benefits;
23. a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

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

For complete benefit information including other eligible services refer to your Certificate.

### CHANGE FEE

<b>Benefit</b>	<b>Maximum Benefit Amount/Principal Sum</b>
Change Fee.....	\$150

The Company will pay a maximum of \$50 for the fees associated with a change to Your air itinerary.

### REIMBURSEMENT OF MILES OR REWARD POINTS

<b>Benefit</b>	<b>Maximum Benefit Amount/Principal Sum</b>
Reimbursement of Miles or Reward Points.....	\$75

If You have Trip Cancellation Benefits under this Certificate and cancel Your Trip for a Covered Reason, benefits will be paid up to the Maximum Benefit Amount of \$75 as shown in the Schedule of Benefits for any penalty cost of putting the miles or reward points back in the account they were removed from. This will not duplicate any benefits paid under the Trip Cancellation Benefit and is subject to the same General Exclusions and Limitations.

## RENTAL CAR DAMAGE

<b>Benefit</b>	<b>Maximum Benefit Amount/Principal Sum</b>
Rental Car Damage.....	\$40,000

You are eligible for benefits up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You rent a car while on Your Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control while in Your possession, or the car is stolen while in Your possession and is not recovered.

**We will pay the lesser of:**

1. the cost of repairs and rental charges imposed by the rental company while the car is being repaired;
2. the Actual Cash Value of the car; or
3. the amount shown in the Schedule of Benefits.

Coverage is provided to You, provided You are a licensed driver and are listed on the rental agreement.

**Coverage is not provided for loss due to:**

1. any obligation of You, a Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);
2. rentals of trucks, campers, trailers, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. any loss which occurs if You or anyone traveling with You are in violation of the rental agreement;
4. failure to report the loss to the proper local authorities and the rental car company;
5. damage to any other vehicle, structure or person as a result of a covered loss;
6. any loss as the result of or attributed to driving the rental vehicle: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication which recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the rental vehicle; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the vehicle; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

**“Exotic Vehicles”** means Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR, or any antique or any other car with a Manufacturers Suggested Retail Price (MSRP) over \$40,000.

**ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO RENTAL CAR DAMAGE**

The following outlines Your duties in the event of any damage to the vehicle. You must:

1. Take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;
2. Report the loss to the appropriate local authorities and the rental company as soon as possible;
3. Obtain all information on any other party involved in the Accident, such as name, address, insurance information and driver’s license number;
4. Provide Us all documentation such as rental agreement, police report and damage estimate.

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

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 is hereby amended for **Arkansas** as follows:

1. The **Legal Actions** provision appearing in **SECTION 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 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 the Insured has been fully compensated for the loss sustained.

T210-AE AR2

### **CONNECTICUT INDIVIDUAL AMENDATORY ENDORSEMENT**

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

1. The following Exclusion 9. in **SECTION GENERAL EXCLUSIONS** is deleted and replaced as follows:

9. 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. Exclusion 25. in **SECTION GENERAL EXCLUSIONS** referencing chemical, biological, radiological or similar agents is deleted in its entirety and will not appear.
3. The **Excess Insurance** provision in **SECTION GENERAL EXCLUSIONS** is deleted and will not appear.
4. The **Subrogation** provision in **SECTION 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.

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 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.

T210-AE DC2

## FLORIDA AMENDATORY ENDORSEMENT (Applicable to **FLORIDA** Residents Only)

The Policy is hereby amended for **FLORIDA** Residents as follows:

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

**Legal Actions:** No legal action may be brought to recover on the Policy until 60 days after the Company receives Proof of Loss. No legal action for a claim may be brought against Us more than 5 years after the time required by law for giving Proof of Loss. This 5 year time period is extended from the date Proof of Loss is furnished and the date the claim is denied in whole or in part.

T210-AE FL2 RESIDENTS ONLY

## GEORGIA INDIVIDUAL AMENDATORY ENDORSEMENT

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

1. The following will appear at the end of the **Annual Insurance Policy Effective and Termination Date** provision in **SECTION 1. EFFECTIVE DATE AND TERMINATION DATE**:

**Required Georgia Statement Regarding Annual Policy Cancellation Request by the Insured:** Upon receipt of Your written request to cancel Your Annual Policy, the Company will refund the unearned premium on a short rate basis.

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

This Policy will not be cancelled by the Company.

3. The definition of "Terrorist Incident" appearing in **SECTION 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.

4. The **Concealment and Misrepresentation** provision appearing in **SECTION 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.

T210-AE GA2

### HAWAII INDIVIDUAL AMENDATORY ENDORSEMENT

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

The following is added to **SECTION 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.

T210-AE HI2

### IDAHO INDIVIDUAL AMENDATORY ENDORSEMENT

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

1. **The Trip Cancellation, Trip Interruption, Non-Medical Emergency Evacuation, Cancel For Any Reason, Interruption For Any Reason, Accidental Death & Dismemberment, 24-Hour (Other than Air Flight), 24-Hour (Other than Common Carrier), Air Flight Only, Common Carrier Only, Accident Medical Expense, Sickness Medical Expense, Accident & Sickness Medical Expense, Emergency Medical Evacuation and Non-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](http://www.DOI.Idaho.gov)

T210-AE ID2

### 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 resides 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, Caregiver, or Child Caregiver.

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 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 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.

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 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.

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 references to \$1,000 within the Maximum Benefit Amount/Principal Sum ranges in the **SCHEDULE OF BENEFITS** for Accidental Death and Dismemberment, 24-Hour (Other than Air Flight), 24-Hour (Other than Common Carrier), Air Flight Only and Common Carrier Only are deleted and replaced with \$2,000.
3. The bottom three Types of Losses in **COVERAGE 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
Loss of Speech	100% of Principal Sum
Loss of Hearing One Ear	One Ear 50% of Principal Sum

4. The definition of **Actual Cash Value** in **SECTION 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.

5. The last sentence in the **Medically Fit to Travel** provision in **SECTION GENERAL EXCLUSIONS** is deleted and replaced as follows:

If Coverage for a Trip is purchased and it is later determined that You, a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip, the Coverage is cancelled for material misrepresentation and premium paid will be returned.

6. The **Concealment and Misrepresentation** provision in **SECTION 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.

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 following is added to appear as General Exclusion 31. or will appear as the last numbered Exclusion in **SECTION GENERAL EXCLUSIONS AND LIMITATIONS:**

31. Air, water or other pollution, or threat of a pollutant release;

3. 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.

4. The **Concealment and Misrepresentation** provision in **SECTION 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.

5. The following is added as the last sentence in the **Subrogation** provision in **SECTION 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.

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 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 GENERAL EXCLUSIONS**, the reference to “races” is changed to “organized races”.
- A.** In Exclusion 7. appearing in **SECTION GENERAL EXCLUSIONS**, the reference to “any race” is changed to “any organized race”.
- B.** Item 1. in the **PRE-EXISTING CONDITION EXCLUSION** provision appearing in **SECTION 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;
- E.** The **Payment of Claims: When Paid:** provision appearing in **SECTION 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.

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.
- B.** The **Excess Insurance** provision appearing in **SECTION GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and will not appear.

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 Company address on the Cover Page is deleted and replaced as follows:**  
5 Christopher Way, Eatontown, NJ 07724
  
3. Item 1. In **When Insurance Ends – Annual Insurance Termination Date** appearing in **SECTION I EFFECTIVE DATE AND TERMINATION DATE** is deleted and replaced as follows:
  1. At 12:01 a.m. standard time on the date following the end of the period for which any required premium has been paid; or
  
4. 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.
  
5. Exclusion 2. pertaining to war appearing in **SECTION 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.
  
6. The last sentence in the **Medically Fit to Travel Exclusion** provision appearing in **SECTION GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:  
  
If Coverage for a Trip is purchased and it is later determined that You, a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip, the Coverage is cancelled and premium paid will be returned.
  
7. The 5th paragraph in the **Payment of Claims: To Whom Paid** provision appearing in **SECTION 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.
  
8. The **Concealment and Misrepresentation** provision appearing in **SECTION 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.
  
9. **SECTION 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.

T210-AE OK2

## 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 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 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.

T210-AE SC2

## SOUTH DAKOTA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for South Dakota as follows:

1. The following Exclusion 9. appearing in **SECTION GENERAL EXCLUSIONS AND LIMITATIONS** is deleted in its entirety:

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

2. Exclusion 15. appearing in **SECTION GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

15. any amount paid under any Worker's Compensation, Disability Benefit or similar law;

3. The last sentence of the **Legal Actions** provision appearing in **SECTION 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.

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, 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.

2. The **Subrogation** provision appearing in **SECTION 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 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.

T210-AE TN

### UTAH INDIVIDUAL AMENDATORY ENDORSEMENT

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

1. **The Company address on the Cover Page is deleted and replaced as follows:**

5 Christopher Way, Eatontown, NJ 07724

2. **The second paragraph of the Exposure and Disappearance provision in COVERAGE 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.

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

4. 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.

5. Exclusion 10. appearing **SECTION GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:  
10. the voluntary commission of or attempt to commit a felony or being voluntarily engaged in an illegal occupation;

6. The last sentence in the **MEDICALLY FIT TO TRAVEL EXCLUSION** appearing **SECTION GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

If Coverage for a Trip is purchased and it is later determined that You , a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip, the Coverage is cancelled and premium paid will be returned.

7. The **Claim Procedures: Proof of Loss:** provision appearing in **SECTION 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.

8. The **Payment of Claims: When Paid:** provision appearing in **SECTION 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.

9. The **Concealment and Misrepresentation** provision in **SECTION 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.

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### VERMONT INDIVIDUAL AMENDATORY ENDORSEMENT

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

- A. The references to "Usual and Customary" are replaced by "Reasonable and Necessary".

- B. The following definitions appearing in **SECTION DEFINITIONS** are revised as follows:

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

In "Pre-Existing Condition" all references to 60 are replaced with 60;

In "Coinsurance" all references to "Usual and Customary" are replaced with "Reasonable and Necessary".

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

4. riding or driving in races, or speed or endurance competitions or events, when racing in a professional capacity;

5. deleted in its entirety (relating to mountaineering);

7. 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;

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

25. deleted in its entirety (relating to device, weapon, material employing chemical, biological, radiological);

PRE-EXISTING CONDITION EXCLUSION: all references to 60 are replaced with 60.

- 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 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 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.

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 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 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;

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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

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

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## **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.

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

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## **PRIVACY POLICY AND PRACTICES**

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

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

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

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

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

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

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

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

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

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

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

### **How to contact Us**

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

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