

**DESCRIPTION OF COVERAGE**



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

**Meyer and Associates - Plan # F435M  
 TRAVEL PROTECTION INSURANCE  
 Certificate of Insurance**

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

Signed for the Company,  
 President,

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

**Schedule of Benefits**

<u>Benefit</u>	<u>Maximum Benefit Amount</u>
<b>Accidental Death and Dismemberment.....</b>	<b>\$5,000</b>
<b>Medical Expense/Emergency Assistance</b>	
Accident and Sickness Medical Expense .....	<b>\$5,000</b>
Emergency Evacuation and Repatriation .....	<b>\$200,000</b>

**Schedule of Services**

<u>Benefit</u>	<u>Maximum Service Amount</u>
<b>One Call 24-Hour Assistance Services.....</b>	<b>Included</b>
<b>Global Xpi Medical Records Services.....</b>	<b>Included</b>

**This Plan is Underwritten By:** United States Fire Insurance Company under Form Series TP 401. Your policy or certificate and all General and "COB" Provisions are available at [www.tripmate.com](http://www.tripmate.com). You can also request this information by calling Trip Mate at 1-800-888-7292.

**SECTION I. Coverages**

**ACCIDENTAL DEATH AND DISMEMBERMENT**

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

**Benefits will be paid as follows:**

<u>Loss:</u>	<u>Percentage of Principal Sum Payable:</u>
Life.....	100%
Both Hands; Both Feet or Sight of Both Eyes .....	100%
One Hand and One Foot.....	100%
One Hand and Sight of One Eye .....	100%
One Foot and Sight of One Eye .....	100%
One Hand; One Foot or Sight of One Eye.....	50%

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

**Loss of eye or eyes** means the total and irrecoverable loss of the entire sight thereof.

Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one accident.

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

The Principal Sum is the Maximum Benefit Amount shown in the Schedule of Benefits for Accidental Death and Dismemberment.

**ACCIDENT & SICKNESS MEDICAL EXPENSE**

For the purpose of this benefit:

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

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

**Emergency  
 Assistance  
 Plan**

**Medical Protection Plan**

**Please read this Insurance Certificate/ brochure carefully,** as it is your evidence of coverage under the policy. If you have any questions about the coverages offered or to report a claim, please contact Trip Mate at 1-800-888-7292. Claims may also be reported online and claim forms downloaded at [www.tripmate.com](http://www.tripmate.com)

**Plan Number: F435M**



Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of a Sickness that first manifests itself during the Trip or Injury that occurs during the Trip.

Only Covered Expenses incurred during the Trip will be reimbursed. Expenses incurred after the Trip are not covered.

Benefits will include expenses incurred during the Trip for emergency dental treatment due to Injury not to exceed \$500. Expenses for emergency dental treatment incurred after the Trip are not covered.

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

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

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

### MEDICAL EVACUATION AND RETURN OF MORTAL REMAINS

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

1. **Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

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

If You are traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

2. **Non-Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that it is Medically Necessary for You to return to Your place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your permanent residence or to a Hospital or medical facility closest to Your permanent place of residence capable of providing that treatment via one of the following methods of transportation, as approved, in writing, by the Program Medical Advisor: i) one-way Economy Transportation; ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing; or iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the Program Medical Advisor. Transportation must be via the most direct and economical route.
3. **Return of Remains:** In the event of Your death, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your place of residence or to the place of burial.

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

### SECTION II. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**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 Supplier**” means Meyer and Associates.

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

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

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

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

### SECTION III. When Coverage Begins and Ends

#### Your Term of Coverage:

**For all coverages:** All Benefits begin on 12:01 a.m. on Your Scheduled Departure Date. Coverage ends at the point and time of return on Your Scheduled Return Date.

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

### SECTION IV. General Limitations and Exclusions

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

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

5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a member of a team in an organized sporting competition;
7. participating in skydiving, hang gliding, bungee cord jumping, or scuba diving if the depth exceeds 130 feet or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
14. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage; or
15. a mental or nervous condition, unless hospitalized.

### WHERE TO PRESENT A CLAIM

Present all claims to the Program Administrator:

**Trip Mate, Inc.\***  
9225 Ward Parkway, Suite 200  
Kansas City, Missouri 64114  
**Tel: 1-800-888-7292**  
**Plan Number: F435M**

Claims may also be reported/completed online at:  
**[www.tripmate.com](http://www.tripmate.com)**

\*In CA, dba Trip Mate Insurance Agency

### SECTION V. General Provisions

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company’s rights in any reasonable way that the Company may request; not do anything after the loss to prejudice the Company’s rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for the Company in trust and reimburse the Company to the extent of the Company’s previous payment for the loss.

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

### SECTION VI. Coordination of Benefits

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

# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

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## DEPENDENT DEFINITION ENDORSEMENT

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

The following Definition is hereby added or amended:

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

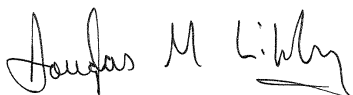
- (a) Is under 26 years of age; and
- (b) Is not provided coverage as a named subscriber, insured, enrollee, or coverage person under any other group or individual health benefits plan, group health plan, church plan, or health benefits plan, or entitled to benefits under Title XVIII of the Social Security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

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

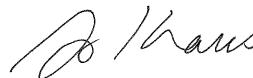
"Child" can include stepchild, foster child, legally adopted child, a child of adoptive parents pending adoption proceedings, and natural child.

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

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



Douglas M. Libby  
Chairman and CEO



James Kraus  
Secretary



## One Call

### Worldwide Travel Services Network

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

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

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

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

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

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

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

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

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

## One Call Travel Solutions

### 24-Hour Worldwide Travel Services

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

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

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

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

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

### One Call Concierge Services

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

### ACCESS YOUR MEDICAL RECORDS ONLINE

With our exclusive **Free Global Xpi Service**, you can assure that your important medical records are available to you or any Physician chosen by you, at any time, anywhere in the world, quickly, wherever there is internet access available.

**Register at [www.globalxpi.com](http://www.globalxpi.com) or call, toll free:**

**1-800-379-9887 Use Program Code F435M**

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

## Business Services

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

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

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

<b>Within U.S.A. &amp; Canada</b>	<b>Outside U.S.A. &amp; Canada</b>
<b>1-800-555-9095</b>	<b>1-603-894-4710</b>

**YOUR PLAN NUMBER: F435M**

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

When used throughout this document “Company”, “Our”, “We”, or “Us” means:

## **United States Fire Insurance Company**

### **GRIEVANCE PROCEDURES**

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

#### **DEFINITIONS**

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

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

#### **INFORMAL GRIEVANCE PROCEDURE**

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

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

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

#### **FORMAL GRIEVANCE PROCEDURE**

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

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

##### **First Level Review**

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

Grievance

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

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

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

### **Second Level Review**

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

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

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

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

The panel must be comprised of persons who:

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

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

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

Grievance

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

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

### **EXPEDITED REVIEW**

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

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

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

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



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

**United States Fire Insurance Company**

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**PRIVACY POLICY AND PRACTICES**

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

**Your Privacy is Our Concern**

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

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

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

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

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

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

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

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

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

**How to contact Us**

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

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