

# Plan Documents for

## Basic Air Plan

**BOOK.PROTECT.ENJOY.**  
A Safer Way to Travel



### Travel Protection Plan

**Please Note:** This Plan may not be purchased after You have made final payment for Your Trip.

  
**TripMate**  
Your partner in travel

### IMPORTANT CONTACT INFORMATION

Please review these Plan Documents as they provide complete details of the Plan Benefits and Services. Have questions? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions at [www.tripmate.com](http://www.tripmate.com).

#### Customer Service

1-844-777-6859

#### To Report A Claim

Present all claims to the Program Administrator:

Online at: [www.tripmate.com](http://www.tripmate.com)

or by phone:

Tel: 1-844-777-6859

**Plan Number: F200B**

**Trip Mate, Inc.**

(In CA & UT, dba Trip Mate Insurance Agency)  
9225 Ward Parkway, Suite 200  
Kansas City, Missouri 64114

#### One Call Worldwide Travel Assistance

To assist you while traveling, One Call multi-lingual professionals are available 24 hours a day/365 days a year providing medical, legal and travel assistance services during your trip. A complete list of these services is included with this Plan.

**To Contact One Call During Your Trip:**

**Within U.S.A. & Canada**

1-855-226-1722

**Outside U.S.A. & Canada**

1-603-952-2043

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

### United States Fire Insurance Company

Administrative Office: 5 Christopher Way  
Eatontown, NJ 07724

(Hereinafter referred to as "the Company")

### Plan # F200B 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

Benefit	Maximum Benefit Amount
Accidental Death and Dismemberment.....	\$100,000
Trip Cancellation .....	Air Ticket Cost To a maximum of \$100,000
Trip Interruption.....	Return Flight Cost To a maximum of \$100,000
Travel Delay .....	\$200
Baggage Delay .....	\$200

**The Travel Insurance Benefits of this Plan are 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 1-844-777-6859.

## 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:**

<b>Loss:</b>	<b>Percentage of Principal Sum Payable:</b>
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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.

### TRIP CANCELLATION, TRIP INTERRUPTION, AND TRAVEL DELAY

**Trip Cancellation:** Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to cover You for the unused non-refundable prepaid expenses for Travel Arrangements when You are prevented from taking Your Trip due to:

1. Death involving You or Your Traveling Companion or Your or Your Traveling Companion's Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Trip; or
3. For the **Other Covered Reasons** listed below; provided such circumstances occurred after Your Effective Date.

**Trip Interruption:** Benefits will be paid, up to the Maximum Benefit Amount, for the Additional Transportation Cost paid to return home or rejoin the Trip, when You are prevented from completing Your Trip due to:

1. Death involving You or Your Traveling Companion or Your or Your Traveling Companion's Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member which necessitates Medical Treatment at the time of interruption and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your continued participation in the Trip; or
3. For the **Other Covered Reasons** listed below; provided such circumstances occurred after Your Effective Date.

**Other Covered Reasons means:**

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's principal place of residence or destination being rendered uninhabitable by fire, flood, burglary or other natural disaster within 10 days of departure;
- c. a documented theft of passports or visas;
- d. You or Your Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure;
- e. unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
- f. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
- g. a Terrorist Incident that occurs in a city listed on the itinerary of Your Trip and within 30 days prior to Your Scheduled Departure Date. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- h. 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.

**Travel Delay:** Benefits will be paid for reasonable accommodation, meal, and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for 12 hours or more while en route to or from, or during a Trip, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
- c) lost or stolen passports, travel documents or money (must be substantiated by a police report);
- d) quarantine, hijacking, Strike, natural disaster, terrorism or riot;

- e) a documented weather condition preventing You from getting to the point of departure.

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

### BAGGAGE DELAY

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

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

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

## SECTION II. Definitions

**"Additional Transportation Cost"** means the actual cost incurred for one-way Economy Transportation by a Common Carrier reduced by the value of an unused travel ticket.

**"Baggage and Personal Effects"** means luggage, personal possessions and travel documents taken by You during a Trip.

**"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.

**"Domestic Partner"** means a person who is at least eighteen years of age and can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of continuous cohabitation throughout the 180 day period prior to Your Effective Date of the Plan; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**"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.

**"Family Member"** means any of the following who resides in the United States, Canada, or Mexico: Your or Your Traveling Companion's: legal spouse (or common-law spouse where legal), legal guardian, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle,

niece or nephew, Domestic Partner, an employed caregiver who lives with You, or a person for whom You are the primary caregiver with whom You have lived for 12 continuous months prior to the effective date of Your Plan, whether or not they travel with You.

**“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 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.

**“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.

**“Terrorist Incident”** means an incident deemed a terrorist act by the United States Government that causes property damage and loss of life.

**“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 Trip.

**“Travel Supplier”** means Fareportal, Inc. and its affiliates.

**“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.

### SECTION III. When Coverage Begins and Ends

#### Your Term of Coverage:

**For Trip Cancellation:** Coverage begins on Your “Effective Date” which is at 12:01 a.m. on the date Your Travel Supplier receives the appropriate cost for this policy for Your Trip and ends at the point and time of departure on Your Scheduled Departure Date.

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

**For all other coverages:** All other 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; or
15. a mental or nervous condition, unless hospitalized.

If You are not completely satisfied with the insurance, You must notify Your Travel Supplier 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.



## 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: 1-844-777-6859**

**Plan Number: F200B**

Claims may also be reported/completed online at:

**[www.tripmate.com](http://www.tripmate.com)**

\*In CA & UT, 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 Plan 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, We 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 the plan payment.

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

## 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.

## Non-Insurance Services

One Call 24-Hour Assistance Services  
Global Xpi Medical Records Service



## 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 F200B**

**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.

**Within U.S.A. & Canada      Outside U.S.A. & Canada**  
**1-855-226-1722                      1-603-952-2043**

**YOUR PLAN NUMBER: F200B**

**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

## Disclosure Notice:

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

### **What A Travel Retailer May Do:**

Employees of a Travel Retailer may transact Travel Insurance on our behalf and under our direction, including:

1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;
2. Referring specific coverage/feature/benefit questions to us;
3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;
4. Collecting premiums on our behalf;
5. Receiving/recording information to share with us;

### **What A Travel Retailer May Not Do:**

The Travel Retailer's employees:

1. are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer; or
2. to evaluate the adequacy of a prospective insured's existing insurance coverage.

### **Definitions**

**"Travel Insurance"** means coverage for personal risks incidental to planned travel, including one or more of the following:

Interruption or cancellation of a trip or event;  
Loss of baggage or personal effects;  
Damage to accommodations or rental vehicles; or  
Sickness, accident, disability, or death occurring during travel.

The following are excluded from the definition of Travel Insurance: Major medical plans, which provide comprehensive medical protection for travelers on trips lasting 6 months or longer (e.g. working overseas, deployed military personnel, etc.). In some States, Damage waiver contracts that are part of a rental company's agreement. The phrase "damage waiver" or "collision damage waiver" cannot be used to describe travel insurance coverage, but the travel insurance contract may otherwise refer to "damage waiver" or "collision damage waiver" provided by a rental company.

**"We, Us or Our"** means Trip Mate, Inc.

**DISCLOSURE TO CALIFORNIA RESIDENTS: [1754(a)(7) & (8)]**

1. Purchasing travel insurance is not required in order to purchase any other product or service offered by the travel retailer.
2. Your travel retailer may not be licensed to sell insurance, and is therefore not qualified or authorized to:
  - a. Answer technical questions about the benefits, exclusions, and conditions of any of the insurance offered by the travel retailer.
  - b. Evaluate the adequacy of your existing insurance coverage.

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provide you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

**DISCLOSURE TO DELAWARE RESIDENTS: [1772(2)a.7.]**

The insurance coverage may duplicate existing coverages you may have. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies, and other sources of protection.

**DISCLOSURE TO MARYLAND RESIDENTS: [10-122 (d)(1)(ii)(4)]**

This insurance coverage may duplicate certain provisions of insurance coverage already provided by your homeowner's, renter's or similar coverages or insurances, and that the purchase of travel insurance would make travel insurance primary to any other duplicate or similar coverage.