SAFETRIP SCHOLASTIC
For U.S. Residents Traveling Outside the United States

SafeTrip Scholastic provides you with international travel assistance services and travel medical insurance.
  • Travel assistance coverage is provided by United Healthcare Global (UHCG).

The emergency assistance services are detailed on the following pages. For full travel insurance details, please see the enclosed Certificate of Insurance.

Emergency Assistance Services provided by UnitedHealthcare Global
  Travel Assistance Services
  Destination Intelligence

Travel Insurance Features

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Evacuation</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Emergency Reunion</td>
<td>Included</td>
</tr>
<tr>
<td>Return of Dependent Child</td>
<td>Included</td>
</tr>
<tr>
<td>Medical Repatriation</td>
<td>Included</td>
</tr>
<tr>
<td>Return of Remains</td>
<td>Included</td>
</tr>
<tr>
<td>Non-Medical Emergency Evacuation</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

HOW TO USE UNITEDHEALTHCARE GLOBAL SERVICES

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

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

Baltimore, Maryland +1-410-453-6330
Assistance@uhcglobal.com

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

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

Payments made by You:
If You are required to pay for medical treatment, obtain a signed receipt and a signed statement by a Physician describing the problem and the treatment. Once Your other insurance has processed Your claim, submit a copy of their final disposition along with a UHCG Insurance Services claim form and a copy of Your receipts to:

UnitedHealthcare Global Claim Administrator
P.O. Box 20874
Tampa, FL 33622
1-877-693-8530 / Fax: 1-800-560-6340
Email Address: Team1@cbpinsure.com

For claim forms or questions, call between 8:30 A.M. and 5:00 P.M. Monday through Friday Eastern Time.

WORLDWIDE EMERGENCY ASSISTANCE SERVICES
These non-insurance services are provided by UnitedHealthcare Global.

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

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

Facilitation of Hospital Payment: Upon securing payment or a guarantee to reimburse, UHCG will either wire or guarantee funds needed for admitting you into a hospital for medical treatment. You are responsible for the payment of the cost of medical care and treatment, including hospital expenses.

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

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

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

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

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

TRAVEL ASSISTANCE SERVICES

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

Emergency Travel Arrangements: UHCG will make new reservations for airlines, hotels, and other travel services for you in the event of: (a) an Illness or Injury, (b) a Security Evacuation, and (c) during a Political Evacuation.

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

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

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

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

WORLDWIDE DESTINATION INTELLIGENCE

Destination Profiles: When preparing for travel, You can contact the Emergency Response Center to have a pre-trip destination report sent to You. This report draws upon the UHCG intelligence database of over 280 cities covering subject such as health and security risks, immunizations, vaccinations, local hospitals, crime, emergency phone numbers, culture, weather, transportation information, entry and exit requirements, and currency. Our global medical and security database of over 170 countries and 280 cities is continuously updated and includes intelligence from thousands of worldwide sources.
This Certificate of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our. The insurance benefits vary from program to program. Please refer to the accompanying Schedule of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

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 this Certificate, the Policy will govern.

Signed for United States Fire Insurance Company By:

Marc J. Adee
Chairman and CEO

James Kraus
Secretary

Renewal: Coverage under this Certificate is not renewable.

SHORT TERM COVERAGE
NON-RENEWABLE

TABLE OF CONTENTS

SCHEDULE OF BENEFITS
SECTION I. COVERAGE
SECTION II. DEFINITIONS
SECTION III. INSURING PROVISIONS
SECTION IV. GENERAL EXCLUSIONS
SECTION V. GENERAL PROVISIONS
SECTION VI. COORDINATION OF BENEFITS
SCHEDULE OF BENEFITS

<table>
<thead>
<tr>
<th>Benefit Per Trip</th>
<th>Maximum Benefit Amount/Principal Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part A – Travel Arrangement Protection</strong></td>
<td></td>
</tr>
<tr>
<td>Non-Medical Emergency Evacuation</td>
<td>$150,000</td>
</tr>
<tr>
<td><strong>Part B – Travel Insurance Benefits</strong></td>
<td></td>
</tr>
<tr>
<td>Emergency Medical Evacuation and Repatriation of Remains</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

SECTION I. COVERAGES

**NON-MEDICAL EMERGENCY EVACUATION**

This Non-Medical Emergency Evacuation Benefit is not available if a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department is issued for a country preceding Your arrival into that country on Your Trip, or if a country is an Excluded Country preceding Your arrival into that country on Your Trip.

You are eligible for benefits, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Non-Medical Emergency Evacuation Covered Reason, as defined below.

Non-Medical Emergency Evacuation must occur within 14 days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by the assistance provider.

**Non-Medical Emergency Evacuation Covered Reasons:** We will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to:

1) a Natural Disaster;
2) civil, military or political unrest; or
3) Your being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

**Non-Medical Emergency Evacuation Exclusions:** We do not cover:

1) loss or expense for a Non-Medical Emergency Evacuation Covered Reason which took place in an Excluded Country;
2) loss or expense recoverable under any other insurance or through an employer;
3) loss or expense arising from or attributable to:
   (a) fraudulent or criminal acts committed or attempted by You;
   (b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent, or
   (c) failure to maintain required documents or visas;
4) loss or expense arising from or attributable to:
   (a) debt, insolvency, business or commercial failure;
   (b) the repossession of any property; or
   (c) Your non-compliance with a contract, license or permit;
5) loss or expense arising from or due to liability assumed by You under any contract.

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

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

When You suffer loss of life for any reason or incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits.
1. **Emergency Medical Evacuation**: If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are traveling alone and will be hospitalized for more than 3 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 3 consecutive days and Your dependent children who are under 18 years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the authorized travel assistance company).

2. **Medical Repatriation**: If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence, or to a Hospital or medical facility closest to Your primary place of place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
   i) one-way Economy Transportation;
   ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
   iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.

3. **Return of Remains**: In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

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

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 the Company of any other insurance;
   b) help the Company exercise the Company’s rights in any reasonable way that the Company may request, including the filing and assignment of other insurance benefits;
   c) not do anything after the loss to prejudice the Company’s rights; and
   d) reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

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

**SECTION II. DEFINITIONS**

“**Accident**” means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

“**Actual Cash Value**” means current replacement cost for items of like kind and quality.

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

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

“**Complications of Pregnancy**” means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.
“Covered Accident” means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.

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

“Elective Treatment and Procedures” means any medical treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

“Excluded Country” means one of the following countries from which Non-Medical Emergency Evacuations are not available such as Afghanistan, Chechnya, Democratic Republic of the Congo, Iran, Iraq, Israel West Bank, Israel Gaza Strip, Ivory Coast, Lebanon, Libya, North Korea, Somalia, Sudan, Syria or any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSET CONTROLS (OFAC).

“Family Member” means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, or domestic partner.

“Home” means Your primary place of residence.

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

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

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

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

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

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

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

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

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

“Participating Organization” means an organization which elects to offer coverage under a Policy by completing a participation agreement that has been accepted by the Company.

“Payments or Deposits” means the cash, check, or credit card amounts actually paid for Your Trip. Certificates, discounts, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

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

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

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

“Sickness” means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect.

“Third Party” means a person or entity other than You or the Company.
“Transportation Expense” means the cost of Medically Necessary conveyance, personnel, and services or supplies.

“Travel Advisory or Travel Warning” means U.S. State Department communication advising caution in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases.

“Travel Arrangements” means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip.

“Traveling Companion” means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip and who during Your Trip will share accommodations with You in the same room, cabin, condominium unit, apartment unit or other lodging.

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

“Trip” means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip.


“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

Who Is Eligible For Coverage:
An Insured who is booked to travel on a Trip and for whom the required premium is paid. Eligibility for purchase will be determined at time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and premium will be refunded.

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

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

SECTION IV. GENERAL EXCLUSIONS

Benefits are not payable for any loss due to, arising or resulting from:
1. an act of declared or undeclared war;
2. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
3. piloting or learning to pilot or acting as a member of the crew of any aircraft;
4. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
5. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
6. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
7. any amount paid or payable under any Worker’s Compensation, Disability Benefit or similar law;
8. Elective Treatment and Procedures;
9. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
10. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements;
11. business, contractual or educational obligations of You, a Family Member, Business Partner, or Traveling Companion;
12. a mental or nervous condition, unless hospitalized for that condition while the Certificate is in effect for You;
13. a loss that results from an illness, disease or other condition, event or circumstance which occurs at a time when the Plan is not in effect for You.
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 Us or Our designated representative and should include sufficient information to identify You.

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

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

Payment of Claims: Benefits for loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:
   a) Your spouse;
   b) Your child or children jointly;
   c) Your parents jointly if both are living or the surviving parent if only one survives;
   d) Your brothers and sisters jointly; or
   e) Your estate.

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

All or a portion of all benefits provided by the Certificate may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) 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.

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, 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 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.

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

Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company’s previous payment for the loss.

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 Your 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 accident coverages or a similar group.

“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 decide 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 other 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.
PRIVACY POLICY AND PRACTICES

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

Your Privacy is Our Concern

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

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

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

What do we do with the information collected about you?

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

To whom do we disclose information about you?

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

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

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

How to contact Us

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

Privacy Policy Coordinator
Fairmont Specialty
5 Christopher Way, 2nd Floor
Eatontown, New Jersey 07724
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

GRIEVANCE-USF
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 Determination