CALIFORNIA

Gap ER Plan

Member Driven **Value.**

Certificates of Insurance

Download Claim Forms:
ubamembers.com/claimforms.html

DAILY HOSPITAL CONFINEMENT BENEFIT

EMERGENCY ROOM VISIT BENEFIT

NON-INSURANCE SERVICES

These Certificates of Insurance are for the Gap ER Plan. You can call your personal member concierge at 866.438.4274 for any questions regarding your certificates.

Group Hospital Fixed Indemnity Insurance is underwritten by United States Fire Insurance Company
Non-Insurance Services are provided by United Business Association

ATTENTION PLEASE

READ CAREFULLY FOR ALL LIMITATIONS, EXCLUSIONS, AGE LIMITS, DEFINITIONS AND SCHEDULE OF BENEFITS.

GapER_CertificatesofInsurance_v10.20 [ah-2498]
United Business Association
409 W Vickery Blvd, Fort Worth, TX 76104 | 866.438.4274 | ubamembers.com

Member Driven Value.

PGS 03-26

Group Hospital Fixed Indemnity Insurance Certificate of Insurance

ASSOCIATION BENEFITS PROVIDED BY:

UBA

GROUP HOSPITAL FIXED INDEMNITY INSURANCE COVERAGE UNDERWRITTEN BY:

United States Fire Insurance Company

CRUM & FORSTER

A FAIRFAX COMPANY

BILLING, FULFILLMENT, & CUSTOMER SERVICE PROVIDED BY:

HealthyAmerica

UNITED STATES FIRE INSURANCE COMPANY

Wilmington, Delaware
Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

GROUP BENEFITS – HOSPITAL FIXED INDEMNITY CERTIFICATE OF INSURANCE

POLICYHOLDER:	United Business Association
POLICY NUMBER:	US1068698
POLICY EFFECTIVE DATE:	March 15, 2018
CERTIFICATEHOLDER:	Please see the Enrollment Form
CERTIFICATE EFFECTIVE DATE:	Please see the certification section of the Enrollment Form
CERTIFICATE EXPIRATION DATE:	Until Cancelled

This Certificate is evidence of the Covered Person's insurance under the Policy that We have issued to the Policyholder named above. The provisions of the Policy are summarized in this Certificate. This Certificate replaces any other Certificate We may have previously provided under the Policy.

The Policy is issued in the state of Texas.
The Policy is governed by the laws of the state where it was delivered.

The Policy is a legal contract between the Policyholder and United States Fire Insurance Company (herein referenced as "the Company"). The Policy alone is the only contract under which payment will be made. The Policy may be inspected at the office of the Policyholder.

THIS IS A CERTIFICATE OF INSURANCE FOR A LIMITED FIXED INDEMNITY POLICY.
IT PAYS BENEFITS REGARDLESS OF ANY OTHER INSURANCE.
THE POLICY IS NOT A MAJOR MEDICAL OR COMPREHENSIVE MEDICAL HEALTHCARE POLICY.
PLEASE READ THIS CERTIFICATE CAREFULLY.
THE POLICY IS OPTIONALLY RENEWABLE.
Non-Participating Insurance

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

Marc J. Adee
Chairman and CEO

James Kraus
Secretary

RIGHT TO EXAMINE AND RETURN CERTIFICATE. This Certificate can be returned for any reason within 10 days after it is received by You. The Certificate should be returned by mail or in person to the Company. Any premium paid will be refunded and the Certificate will be treated as if it were never issued.

You may contact Us at: 5 Christopher Way, Eatontown, NJ 07724 Customer Service #: 1-800-392-1970
And/or Your Agent or Broker at:
Healthy America Insurance Agency, Inc.
409 W Vickery Blvd, Fort Worth, TX 76104
Customer Service #: 800-964-8331

The California Department of Insurance should be contacted only after discussions with Us, or Our agent or other representative, or both, have failed to produce a satisfactory resolution to the problem. Contact Your agent or broker for assistance.

You may contact the California Department of Insurance's Consumer Communications Bureau at:
300 South Spring Street, South Tower, Los Angeles, CA 90013.
Consumer Hotline: 1-800-927-HELP (4357) or 1-213-897-8921.

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SCHEDULE OF BENEFITS

POLICYHOLDER: United Business Association
POLICY EFFECTIVE DATE: March 15, 2018
POLICY NUMBER: US1068698
PREMIUM DUE DATE: Per Option Chosen on the Enrollment form
CERTIFICATEHOLDER: Please see the Enrollment Form
CERTIFICATE EFFECTIVE DATE: Please see the certification section of the Enrollment Form
CERTIFICATE EXPIRATION DATE: Until Cancelled

CLASSES OF ELIGIBLE PERSONS:

A person may be covered only under one Class of Eligible Persons even though He or She may be eligible under more than one class. Also, a person may not be covered as a Dependent and a Covered Person at the same time.

Class 1 All active members of the Policyholder, age 18-79, who have chosen to enroll themselves in the GAP AME, GAP MAX, Super GAP, & the GAP ER plan options and their enrolled Spouse up to age 70 as well as their enrolled dependent Children.

SCHEDULE OF BENEFITS

LIMITED FIXED INDEMNITY BENEFITS

COVERED BENEFIT FOR EACH COVERED PERSON:

Plan	Daily Benefit Amount
Daily Hospital Confinement Benefit	$500 per day for days 1 - 3 for a Hospital Confinement occurring in a Policy Period
Daily Emergency Room Visits Benefit for Accident & Sickness	$500 per day up to a maximum of 10 days per Policy Period for Accident & Sickness

DEFINITIONS

Please note certain words used in this document have specific meanings. The male pronoun includes the female whenever used. Additional terms may be defined within the provision to which they apply.

The capitalized terms used herein are defined as follows:

"Accident" means a sudden, unforeseeable external event which:
(1) Causes Injury to one or more Covered Persons; and
(2) Occurs while coverage is in effect for the Covered Person.

"Certificate Holder" means a person to whom an insurance certificate has been issued evidencing coverage under the Policy.

"Child" means the Insured Person's natural Child, adopted Child (or Child placed in the Insured Person's home for purposes of adoption), foster Child, stepchild, or other Child for whom the Insured Person has legal guardianship (proof will be required).

"Company" means United States Fire Insurance Company. Also hereinafter referred to as We, Us and Our.

"Complications of Pregnancy" means a condition which:

- When pregnancy is not terminated, requires medical treatment and whose diagnosis is distinct from pregnancy but is adversely affected by or are caused by pregnancy, such as: (a) acute nephritis; (b) nephrosis; (c) cardiac decompensation; (d) missed abortion; (e) eclampsia; (f) puerperal infection; (g) R.H. Factor problems; (h) severe loss of blood requiring transfusion; and (i) other similar medical and surgical conditions of comparable severity related to pregnancy.
- When pregnancy is terminated: (a) non-elective cesarean section; (b) ectopic pregnancy that is terminated; and (c) spontaneous termination of pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy will not include:

- False labor;
- Occasional spotting;
- Physician prescribed rest during the period of pregnancy;
- Morning sickness;
- Preeclampsia; and
- Similar conditions associated with the management of a difficult pregnancy, but which are not a separate Complication of Pregnancy.

Delivery by cesarean section is considered a complication of pregnancy if the cesarean section is non-elective. A cesarean section will be considered non-elective if the fetus or mother is determined to be in distress and is in immediate danger of death, Sickness or Injury if a cesarean section is not performed. A cesarean section beyond one performed in any previous pregnancy will also be considered non-elective if vaginal delivery is medically inappropriate, or a vaginal delivery is attempted but discontinued due to immediate danger of death, Sickness or Injury to the Child or mother.

"Covered Accident" means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

"Covered Loss or Covered Losses" means an accidental death, dismemberment or other Injury or Sickness covered under the Policy and indicated on the Schedule of Benefits.

"Covered Person" means an Insured Person and Dependent eligible for coverage as identified in the Enrollment/Application who is a U.S citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States, for whom proper premium payment has been made when due, and who is therefore insured under the Policy.

"Dependent" means an Insured Person's:
1) lawful spouse, if not legally separated or divorced, or Domestic Partner.
2) unmarried Children under age 26.

The age limitations will not apply to an Insured Person's unmarried Child who is incapable of self-support due to a mental or physical incapacity. Proof of such incapacity must be furnished to the Company immediately upon enrollment or within 31 days of the Child reaching the age limitation. Thereafter proof will be required whenever reasonably necessary, but not more often than once a year after the 2-year period following the age limitation.

"Domestic Partner" means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring who have a valid Declaration of Domestic Partnership filed with the California Secretary of State or an equivalent document issued by a local agency of California, another state, or a local agency of another state under which the partnership is created. We may ask for a copy of such document or for notification of termination of the domestic partnership only if a married person would be required to provide verification of marital status or notification of the termination of the marriage.

"Enrollment Period" means the period agreed upon by the Policyholder and Us when an Eligible Person may enroll for coverage or an Insured may change benefit elections under the Policy.

"He", "His" and "Him" includes "she", "her" and "hers."

"Hospital" means an institution licensed, accredited or certified by the State that:
1) Operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
2) Is accredited by the Joint Commission on Accreditation of Healthcare Organizations;
3) Provides 24-hour nursing service by registered nurses (R.N.) on duty or call;
4) Has a staff of one or more licensed Physicians available at all times;
5) Provides organized facilities for diagnosis, treatment and surgery, either
   a) on its premises; or
   b) in facilities available to it, on a pre-arranged basis;
6) Is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
7) Is not a place for drug addicts, alcoholics or the aged.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.
We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:
1) the Joint Commission of Accreditation of Hospitals; or
2) the American Osteopathic Association; or
3) the Commission on the Accreditation of Rehabilitative Facilities.

In addition, We will not deny a claim for a Skilled Nursing Facility if it meets the definition of such a facility and is a Covered Benefit under the Policy.

Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; a nursing home or an institution mainly rendering treatment or services for mental illness or substance abuse, except as specifically stated.

"Hospital Stay or Hospital Confinement" means an overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Immediate Family Member" means a Covered Person's Spouse or Domestic Partner, parent, Child(ren) (includes legally adopted or step Child(ren), brother, sister, grandchild(ren), or in-laws.

"Injury" means bodily harm of which an Accident is the proximate cause. All injuries to the same Covered Person sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

"Insured Person" means a member of the Policyholder who is eligible, who enrolls for coverage and for whom the required premium is paid making insurance in effect for that person under the Policy. A Dependent covered under the Policy is not an Insured Person.

"Life Status Change" means an event recognized by the Policyholder and Us that qualifies the Insured Person to make changes in coverage at any time other than an Enrollment Period. The following events are all considered Life Status Changes:

1) marriage or formation of a Domestic Partnership;
2) divorce, annulment or legal separation from a Spouse or Domestic Partner;
3) birth or adoption of a child;
4) change in a Dependent child's eligibility;
5) death of a Spouse or Domestic Partner;
6) a change in the benefit plan or employment status of the Insured Person's Spouse or Domestic Partner that affects either person's eligibility for benefits.

"Medical Emergency" means a Sickness or Injury for which the Covered Person seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would cause:

- His life or health would be in serious jeopardy, or, with respect to a pregnant woman, serious jeopardy to the health of the woman or her unborn Child;
- Serious disfigurement of the Covered Person;
- His bodily functions would be seriously impaired; or
- A body organ or part would be seriously damaged.

Treatment for Medical Emergency will be paid only for Sickness or Injury which fulfills the above conditions.

"Mental Illness or Nervous Disorder" means any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to a Covered Person.

"Nurse" means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"Optionally Renewable" means renewal is at the option of United States Fire Insurance Company.

"Physician" means a person who is a qualified practitioner of medicine. As such, He or She must be acting within the scope of his/her license under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does

not include a Covered Person, a Covered Person's Spouse or Domestic Partner, son, daughter, father, mother, brother or sister or other relative."

"Policy Period" means, initially, the period of time from the Effective Date of the Policy until the first Policy Anniversary Date, and thereafter each subsequent 12 consecutive months provided coverage remains in force.

"Policyholder" means the entity shown as the Policyholder in the Schedule of Benefits.

"Pre-existing Condition" means a disease or physical condition for which medical advice or treatment was recommended or received by the Covered Person during the 12 months prior to the Covered Person's Effective Date of coverage.

"Sickness" means an illness, disease or condition of the Covered Person that causes a loss for which a Covered Person receives medical treatment while covered under the Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

"Skilled Nursing Facility" means a facility that provides skilled nursing 24 hours a day, seven days a week, under the supervision of a registered nurse, and/or skilled rehabilitative services at least five days per week. The emphasis is on skilled nursing care, with restorative, physical, occupational, and other therapies available. A Skilled Nursing Facility provides services that cannot be efficiently or effectively rendered at home or in an intermediate care facility. The service provided must be directed towards the patient achieving independence in activities of daily living, improving the patient's condition, and facilitating discharge.

"Spouse" means lawful spouse, if not legally separated or divorced, or Domestic Partner.

"We, Our, Us" means United States Fire Insurance Company underwriting this insurance or its authorized agent.

"You, Your, Yours, He or She" means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

ELIGIBILITY FOR INSURANCE

Persons eligible to be insured under the Policy are those persons described as an ELIGIBLE CLASS on the Schedule of Benefits. This includes anyone who may become eligible while the Policy is in force.

We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

An Insured Person's Dependent(s), as applicable, are eligible on the latest of the date:
1) the Insured Person is eligible, if the Insured Person has Dependents on that date; or
2) the date the person becomes a Dependent; or

If the Insured Person is in a Class of Eligible Persons and is also eligible as a Dependent, He or She may be Covered only once under the Policy. In no event will a Dependent be eligible if the Covered Person is not eligible.

EFFECTIVE DATE OF INSURANCE

Policy Effective Date. The Policy begins on the Policy Effective Date shown in the Schedule of Benefits at 12:01 A.M. at the address of the Policyholder.

Covered Person's Effective Date:
An Eligible Person will become insured under the Policy, provided proper premium payment is made, on the latest of:
(1) The Effective Date of the Policy; or
(2) The day He becomes eligible, subject to any required Eligibility Waiting Period, according to the referenced date shown in the Application/Enrollment Form.

Newborn Children Coverage: We will provide coverage for a newborn Child from the moment of birth. The Insured Person must give Us notice within 31 days of the birth of the Child. If notice is not given within 31 days, coverage for the newborn Child will terminate at the expiration of the initial 31 day period.

Newborn Adopted Children Coverage: In the case of adoption of a newborn Child, coverage will be on the same basis as a newborn Child if a written agreement to adopt such Child has been entered into by the Insured Person prior to the birth of the Child, whether or not such agreement is enforceable. The Insured Person must give Us notice within 31 days of the birth of the adopted Child. If notice is not given within 31 days, coverage for the newborn adopted Child will terminate at the expiration of the initial 31 day period.

Newborn Child Exception: This section does not apply to a newborn Child at that Child's birth if the Child is born to a Covered Person while insured as a Dependent Child under the Policy. Benefits for Newborn Children apply only to a Child born to an Insured Person or their Spouse or Domestic Partner.

Adopted Children Coverage: Coverage for an adopted Child, other than a newborn, will begin from the date of placement in the Insured Person's home. A notice of placement for adoption must be submitted to Us. If notice is not given within 31 days, coverage for the adopted Child will terminate at the expiration of the initial 31 day period.

Court Ordered Custody: A Child placed in court-ordered custody, including a foster Child, will be covered on the same basis as an adopted Child.

TERMINATION DATE OF INSURANCE:

Policy Termination Date
Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

The Policy terminates automatically on the earlier of:
1) The Policy Expiration Date shown in the Policy; or
2) The premium due date if premiums are not paid when due, subject to any Grace Period.

The Policy may be terminated by the Policyholder or the Company in accordance with the Cancellation provision.

The Policyholder and the Company may terminate the Policy at any time by written mutual consent.

Insured Person's Termination Date
Insurance for an Insured Person will end on the earliest of:
(1) The date He is no longer in an Eligible Class.
(2) The date He reports for full-time active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
    (a) The date the premium is fully earned; or
    (b) The Expiration Date of the Policy.
    This does not include Reserve or National Guard duty for training;
(3) The end of the period for which the last premium contribution is made; or
(4) The date the Policy is terminated; or
(5) The date the Insured Person requests, in writing, that his/her coverage be terminated.

Dependent's Termination Date
A Dependent's coverage under the Policy ends on the earliest of:
1) The date the Policy terminates; or
2) The date the Insured Person's coverage ends; or
3) The date the Dependent is no longer a Dependent; or
4) The last day of the period for which premiums have been paid.

PREMIUM PROVISIONS

Premiums:
The Company provides insurance in return for premium payments. The premium shown in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premium due dates are the first of every month unless otherwise stated in the Policy. Premium payment made in advance or for more than a one month period will not affect any provisions of the Policy with regard to change. Failure by the Policyholder to pay premiums when due or within the Grace Period shall be deemed notice to Us to terminate coverage at the end of the Grace Period.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date.

Grace Period:
A Grace Period of 31 days will be granted for the payment of premiums accruing after the first premium, during which Grace Period the Policy shall continue in force, but the Policyholder shall be liable to the Company for the payment of the premium accruing for the period the Policy continues in force.

Changes in Premium Rate
The Company may change the premium rates from time to time with at least 31 advanced written or authorized electronic notice. Notice will be sent to the Policyholder's most recent address in Our records.

No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more than once in a 12 month period. However, the Company reserves the right to change rates at any time if any of the following events occur:
1) A change in the terms of the Policy.
2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
3) A change in any federal or state law or regulation affecting the Policy and Our benefit obligation.

4) A change in the factors bearing on the risk assumed.
5) A misrepresentation in the information relied on in establishing the rate for the Policy.
6) A change in the experience rating.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy.

Daily Hospital Confinement Benefit

We will pay the Daily Hospital Confinement Benefit shown in the Schedule of Benefits if a Covered Person is Hospital Confined as an inpatient and all of the following conditions are met:

1. the Hospital stay is the result of Injuries or illness sustained in a Covered Accident or Sickness; and
2. Confinement is at the direction and under the care of a Physician; and
3. While the coverage is in effect.

Benefit payments will end on the first of the following dates:

1. the date the Hospital stay ends; or
2. the date the Covered Person dies; or
3. the date the Maximum Benefit for this benefit is payable; or
4. the date insurance under the Policy ends.

Daily Emergency Room Visits Benefit for Accident & Sickness

We will pay the benefit shown in the Schedule of Benefits for Emergency Room Visits if a Covered Person requires Hospital emergency room treatment for a Medical Emergency as the result of an Accident or Sickness.

"Emergency Room" means a trauma center or special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.

EXCLUSIONS

The Policy does not cover any loss resulting from any of the following:

1. Suicide, attempted suicide or intentional self-inflicted Injury.
2. War or any act of war, declared or undeclared.
3. while the Covered Person is on Active Duty Service in any Armed Forces, National Guard, military, naval or air service or organized reserve corps;
4. Active participation in a riot or insurrection;
5. Treatment for Mental Illness or Nervous Disorders, except as specifically provided in the Policy.
6. Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the Policyholder; or an Immediate Family Member of the Covered Person.
7. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
8. Travel or activity outside the United States, except for a Medical Emergency.
9. Participation in any motorized race or speed contest.

10. pregnancy, except Complications of Pregnancy or childbirth unless conception occurred while coverage was in force under the Policy.
11. Elective Abortion, including complications. "Elective Abortion" means an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed.
12. Experimental or Investigational drugs, services, supplies or procedure that is Experimental or Investigational at the time the procedure is done. For the purposes of this exclusion, "Experimental or Investigational" means medical services, supplies or treatments provided or performed in a special setting for research purposes, under a treatment protocol or as part of a clinical trial (Phase I, II or III). The procedure will also be considered Experimental or Investigational if the Covered Person is required to sign a consent form that indicates the proposed treatment or procedure is part of a scientific study or medical research to determine its effectiveness or safety. Medical treatment, that is not considered standard treatment by the majority of the medical community or by Medicare, Medicaid or any other government financed programs or the National Cancer Institute regarding malignancies, will be considered Experimental or Investigational. A drug, device or biological product is considered Experimental or Investigational if it does not have FDA approval or approval under an interim step in the FDA process, i.e., an investigational device exemption or an investigational new drug exemption.
13. Treatment for being overweight, gastric bypass or stapling, intestinal bypass, and any related procedures, including complications.
14. Treatment or services provided by a private duty nurse, unless provided for in the Policy.
15. Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.
16. Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in the Policy.
17. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy; or craniomandibular joint dysfunction and associated myofacial pain, except as specifically provided in the Policy.
18. Treatment for blood or blood plasma;
19. Routine vision care.
20. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
21. Travel in or upon, alighting to or from, or working on or around any motorcycle or recreational vehicle including but not limiting to: two- or three-wheeled motor vehicle; four-wheeled all terrain vehicle (ATV); jet ski; ski cycle; snow mobile; or riding in a rodeo according to the Policy provisions; or any off-road motorized vehicle not requiring licensing as a motor vehicle;
22. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
    i. While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
    ii. While being used for any test or experimental purpose; or
    iii. While piloting, operating, learning to operate or serving as a member of the crew thereof; or
    iv. while traveling in any such aircraft or device which is owned or leased by the Covered Person or any member of His household.
    v. A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
    vi. An ultra light, hang-gliding, parachuting or bungi-cord jumping;

    Except as a fare paying passenger on a regularly scheduled commercial airline or as a passenger in a non-scheduled, private aircraft used for business or pleasure purposes.
23. Rest cures or custodial care;
24. Prescription Drugs unless specifically provided for under the Policy.
25. Elective or cosmetic surgery, except for:

a. reconstructive surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease in order to improve function or to create a normal appearance; and
b. reconstructive surgery to restore and achieve symmetry after mastectomy.

26. Physiotherapy services.

Pre-existing Conditions Limitation

Pre-existing Conditions will not be covered for a period of the first 12 months after the Covered Person's Effective Date of coverage (applies to Hospital and Surgery benefits only).

CLAIM PROVISIONS

NOTICE OF CLAIM:

Written notice of claim must be given to the Company within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company at 5 Christopher Way, Eatontown, NJ 07724 or to any authorized agent of the Company, with information sufficient to identify the Covered Person, shall be deemed notice to the Company.

CLAIM FORMS:

The Company, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

PROOF OF LOSS:

Written proof of loss must be furnished to the Company, in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which the Company is liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS:

Subject to due written proof of loss, all indemnities for loss for which the Policy provides payment will be paid to the Covered Person as they accrue and any balance remaining unpaid at termination of the period of liability will be paid to the Insured Person immediately upon receipt of due written proof.

PAYMENT OF CLAIMS:

Any accrued indemnities unpaid at the Insured Person's death may, at the option of the Company, be paid either to the beneficiary or to such estate. All other indemnities will be payable to the Insured Person.

If any indemnity of the Policy shall be payable to the estate of the Insured Person, or to an Insured Person or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay

such indemnity up to an amount not exceeding $1,000 to any relative by blood or connection by marriage of the Insured Person or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

PHYSICAL EXAMINATION AND AUTOPSY:

The Company at its own expense shall have the right and opportunity to examine the person of any individual whose Injury or Sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

LEGAL ACTIONS:

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

CHANGE OF BENEFICIARY:

The right to change of beneficiary is reserved to the Covered Person, and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary.

ILLEGAL OCCUPATION OR COMMISSION OF FELONY

The Company shall not be liable for any loss to which a contributing cause was the commission of or attempt to commit a felony by the person whose Injury or Sickness is the basis of claim, or to which a contributing cause was such person's being engaged in an illegal occupation.

INTOXICANTS AND NARCOTICS

The Company shall not be liable for any loss sustained or contracted in consequence of the person whose Injury or Sickness is the basis of claim being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician.

RECOVERY OF OVERPAYMENT:

If benefits are overpaid or paid in error, We have the right to recover the amount overpaid or paid in error by any of the following methods.

1) A request for lump sum payment of the amount overpaid or paid in error; or
2) Reduction of any proceeds payable under the Policy by the amount overpaid or paid in error.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES:

The Policy, the Application of the Policyholder, if any, and the individual applications, if any, of the Covered Persons, constitute the entire contract between the parties, and any statement made by the Policyholder or by any Covered Person shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement shall avoid the insurance or reduce the benefits under the Policy or be used in defense to a claim hereunder unless it is contained in a written application. No change in the Policy shall be valid unless approved by an executive officer of the Company and unless such approval be endorsed herein or attached hereto. No agent has authority to change the Policy or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES

After three years from the date of issue of the Policy, no misstatement of the Policyholder, except a fraudulent misstatement, made in his Application shall be used to void the Policy; and after three years from the effective date of the coverage with respect to which any claim is made no misstatement of any Covered Person eligible for coverage under the Policy, except a fraudulent misstatement, made in an Application under the Policy shall be used to deny a claim for loss incurred or disability (as defined in the Policy) commencing after expiration of such three years.

WORKERS' COMPENSATION INSURANCE:

The Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

CANCELLATION

The Company may cancel the Policy at any time by written notice delivered to the Policyholder, or mailed to his last address as shown on the records of the Company, stating when, not less than 31 days thereafter, such cancellation shall be effective; and after the Policy has been continued beyond its original term the Policyholder may cancel the Policy at any time by written notice delivered or mailed to the Company, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either the Company or the Policyholder, the Company shall promptly return on a prorata basis the unearned premium paid, if any, and the Policyholder shall promptly pay on prorata basis the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

CONFORMITY WITH STATE STATUTES:

Any provision of the Policy which, on its Effective Date, is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

CLERICAL ERROR:

Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

ASSIGNMENT:

No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

INSOLVENCY:

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Policy.

NON-PARTICIPATING:

The Policy is non-participating. It does not share in the Company's profits or surplus earnings.

WAIVER:

Failure of the Company to strictly enforce its rights under the Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

California Guaranty Notice

NOTICE OF PROTECTION PROVIDED BY THE CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protection provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. Insurance Companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The valuable extra protection provided through the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and he amounts of coverage.

Below is a brief summary of the coverages, exclusions, and limit provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

Generally, an individual is covered by the California Life and Health Insurance Guarantee Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows:

Life Insurance, Annuities and Structured Settlement Annuity Benefits

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**

  80% of death benefits but not to exceed $300,000

  80% of cash surrender or withdrawal values but not to exceed $100,000

- **Annuities and Structured Settlement Annuities**

  80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000.

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of polices or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is $470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract;
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- If the person is provided coverage by the guaranty association of another state;
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual;
- Employer and association plans, to the extent they are self-funded or uninsured;
- A policy or contract providing any health care benefits under Medicare Part C or Part D;
- An annuity issued by an organization that is only licensed to issue charitable gift annuities;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(C)

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance Guarantee Association
P.O. Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357 or (213) 897-8921

Insurance companies and their agents are not allowed by California law to use the existence of the Guarantee Association or its coverage to solicit, induce or encourage you to purchase any form of insurance policy. When selecting an insurance company, you should not rely on Association coverage. If there is an inconsistency between this notice and California law, then California law will control.

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).

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.
Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

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

Second Level Review

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

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

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

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

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

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

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

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:
(1) the name(s), title(s) and qualifying credentials of the members of the review panel;
(2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
(3) the review panel's recommendation to the Company and the rationale behind the recommendation;

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

EXPEDITED REVIEW

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

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

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

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

PRIVACY NOTICE

United States Fire Insurance Company, The North River Insurance Company and affiliates within Crum & Forster (collectively, "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 including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact you ("Information"). We are committed to protecting such Information and we will comply with all applicable federal and state laws and regulations. This notice describes how we collect, use and share your Information, your rights with respect to insurance products issued by The Company and our legal duties and privacy practices. State laws require that we provide this notice. 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. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect your Information. We also limit employee access to Information to those with a business reason for knowing such Information and we take 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 providers, insurance support organizations, 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?

The Company collects nonpublic information to conduct its business of producing, underwriting, servicing and administering its insurance products. 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?

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service providers who specifically need such information to conduct their business responsibilities. In addition, we may disclose all the information that we collect about you to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical providers;
- Third party non-insurance service providers;
- Third party administrators;
- Medical bill review companies;
- Reinsurance companies; and
- Similar service providers.

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public

personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

If you conclude your relationship with the Company, the Company will continue to safeguard your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

About Our Websites

We may collect information via technology about how you use our website, including the elements you have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve our current products and to develop new ones.

We may use cookies on certain pages of our site. Cookies are stored on your computer, not on our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about you. A cookie can store certain information that identifies your computer to us so that you do not need to re-enter that information as frequently when you use our site. The cookie does not contain your password.

We reserve the right to change our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, we will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage you may experience or incur by the sending of personal information over the internet by or to us. This Usage Agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

Please know that The Company has not and will not sell any consumers' personal information. We do not sell your nonpublic personal information to any third parties nor do we use it for marketing purposes.

How to contact us

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at:

Crum & Forster Legal Department
305 Madison Avenue
Morristown, NJ 07960
privacyinformation@cfins.com

Changes to this Privacy Notice

We may revise this notice at any time. If we make material changes, we will notify you as required by law.

For California Residents Only:

If you are a California resident, you may be entitled to additional rights over your Information. We do not, and will not, sell Information collected from you. The California Consumer Privacy Act (CCPA) provides California residents, upon a verifiable consumer request, certain rights that include:

- ***The right*** to request that we disclose (1) The categories of personal information that we have collected about you; and (2) The categories of personal information that we have disclosed about you for a business purpose
- ***The right*** to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.

The right to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

You may designate an authorized agent to act on your behalf and make a request of us under the CCPA.

To exercise your rights under the CCPA or to seek assistance, please do one of the following:

- If you would like to make a Request to Know, go to http://www.cfins.com/request-to-know-california-residents/ or call 1.844.254.5754
- If you would like to make a Request to Delete, http://www.cfins.com/request-to-delete-california-residents/ or call 1.844.254.5754
- Fill out and send back to us the Request to Know / Request to Delete form to:
  Crum & Forster Legal Department
  PO Box 1973
  305 Madison Avenue
  Morristown, NJ 07962
  privacyinformation@cfins.com

We will attempt, where practical, to respond to your requests and to provide you with additional privacy-related information. We will confirm receipt of verifiable consumer requests within ten (10) days of receipt. You may only make a verifiable consumer request for personal information twice within a twelve (12) month period. We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Any consumer with a disability may access this notice by contacting us at the address, email or toll free number listed above.

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at http://www.cfins.com/terms/.

January 2020