## **CLAIM PROVISIONS**

**NOTICE OF CLAIM:** Written notice of a claim must be given to Us within twenty (20) days after the date Eligible Expenses are incurred, or as soon after that as reasonably possible. Notice given by You or on Your behalf to the Coverholder indicated in this Certificate at the following address that identifies You will be sufficient notice: PETERSEN INTERNATIONAL UNDERWRITERS 23929 Valencia Boulevard, Second Floor, Valencia, CA 91355.

**CLAIMS FORMS:** Underwriters will furnish forms for filing proof of loss upon receipt of notice of claim.

**PROOF OF LOSS:** Written proof of loss must be given to Underwriters within ninety (90) days after the date Eligible Expenses are incurred. Failure to furnish written proof of loss within that time will not reduce the claim if it was not possible to give proof within the time required. However, proof may not be furnished later than one (1) year from the time proof is normally required, except in the case of legal incapacity. Written proof of loss includes, but is not limited to:

- 1) Completed claim form.
- 2) Signed authorization for release of medical records.
- 3) Original receipts from Providers, or copies of canceled checks or credit card payments plus a copy of a Provider statement or bill. All receipts must contain legible information to determine the name and address of the Provider; the diagnosis; the treatment rendered; the date of service; and the payment made to Provider.

In addition, Underwriters reserve the right to verify Your proof of loss by obtaining any or all necessary medical records or other necessary information from other sources. This will be obtained at Underwriter's expense.

**TIME OF PAYMENT OF CLAIMS:** Underwriters will reimburse You for all benefits due upon receipt of written proof of loss and verification of loss.

**PAYMENT OF CLAIMS:** Benefits are paid directly to the Payor to reimburse the Payor for eligible medical expenses which have been paid by the Payor unless Underwriters agree to pay the Providers directly.

**ACTS OF THIRD PARTIES:** In the event You are injured through the wrongful act, negligence or omission of another person, Underwriters will reimburse You under the insurance described in this Certificate. However, Underwriters will have the right to recover the amounts Underwriters pay that You collect from the liable third party. You agree, as a condition of coverage, to reimburse Underwriters immediately upon collection of damages, whether by action at law, settlement or otherwise, and to cooperate with Underwriters fully by furnishing information, forms, assignments or liens which will enable Underwriters to recover from the liable third party.

**RIGHT TO KNOW UCR:** You have the right to know the Usual, Customary and Reasonable (UCR) rates for all Eligible Expenses. To determine the UCR, You must provide Underwriters with the appropriate CPT code which can be obtained from Your Provider. Providing UCR information to You prior to Your incurring and paying this amount, does not waive Underwriter's rights to adjust, negotiate, or investigate Your claim. Underwriters reserve the right to negotiate settlements and/or contracts with Providers instead of paying UCR.

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## **CLAIM PROVISIONS (continued)**

**PHYSICAL EXAMINATION:** Underwriters have the right to examine You at Underwriter's expense during the length of any claim and Underwriters may do so as often as Underwriters find necessary. Underwriters further reserve the right to have any claim monitored by a claims manager in cooperation with Your Physician.

**CLAIMS AFTER EXPIRY DATE:** Expenses incurred after the Expiry Date are not covered. If You are hospitalized on the Expiry Date, benefits will continue for a maximum of thirty (30) days or until You are released from the Hospital, whichever is sooner.