



# Certificate of Insurance

ISI Protect

Business Class

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## Certificate

### **IMPORTANT NOTICE AND DISCLAIMER CONCERNING THE UNITED STATES PATIENT**

**PROTECTION AND AFFORDABLE CARE ACT:** This insurance is not subject to, and does not provide certain insurance benefits required by the United States Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and Underwriters do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the Master Policy. This is short term limited duration travel insurance that only provides coverage while traveling outside your Home Country. You should consult your attorney or tax professional to determine whether this policy meets any obligations you may have under ACA.

## Part I - Master Policy

The Master Policy is a legal contract between the **Assured** and HDI Global Speciality SE (herein referenced as "The Underwriters").

The Underwriters will provide the benefits described in the Master Policy in consideration of the Master Policy Application, the **Participating Organization Application**, and the accuracy and truthfulness of each **Insured Person's Application** and payment of premium.

Point Comfort Underwriters, Inc. has been appointed as the **Plan Administrator** for the Underwriters. All communications, payments and notices required under the Master Policy shall be transmitted through the **Plan Administrator** and receipt of same by the **Plan Administrator** shall be considered receipt by the Underwriters.

Underwriter's agreement is subject to all terms, conditions, provisions and exclusions of the Master Policy, including the **Master Policy Declaration**, and any exhibits, schedules, and/or endorsements attached hereto. The **Certificate**, including the **Certificate Declaration**, provided to the **Insured Persons** is merely a summary of the Master Policy and evidence of the **Insured Person's** coverage hereunder. In the event of any conflict between the Master Policy and the **Certificate**, the Master Policy shall prevail.

## **Part II - Coverage Provisions**

A. **Student or Scholar Eligibility** – In order to be eligible for coverage and become an **Insured Person** under the Master Policy, a student or scholar must meet all of the following requirements:

1. be at least twelve (12) years of age and not yet sixty-five (65) years of age
2. complete, sign and submit an application as the Student or Scholar (or be listed thereon by proxy)
3. pay the required premium on or before the **Certificate Effective Date**
4. receive written acceptance of his/her application
5. be either
  1. a **Full-time Student** or **Full-time Scholar** at an educational institution; or within thirty-one (31) days of becoming such, and/or
  2. be in valid F-1 (including OPT) or J-1 status; or
  3. be a student age 19 or under enrolled in a secondary school;
6. be temporarily residing outside his/her **Home Country** for the purpose of pursuing international educational activities
7. must not have obtained residency status in the **Host Country**.

If the student or scholar does not in reality meet the Eligibility requirements set forth in this provision, all coverage under the Certificate is void ab initio and all premiums paid will be refunded.

B. **Certificate Period** - The Certificate Period is the period of time beginning on the Certificate Effective Date and ending on the Certificate Termination Date, subject to a maximum of three hundred sixty-four (364) days. The initial Certificate Period may be extended or renewed based on the premium rates and guidelines in effect at the time of the extension or renewal.

C. **Certificate Effective Date** - Coverage under this insurance begins on the latest of the following (provided always that premium is fully paid)

1. 12:01 AM Eastern Standard Time on the date indicated on the **Certificate** issued to the **Insured Person**; or
2. the moment the **Insured Person** departs from his or her **Home Country**.

D. **Certificate Termination Date** – Coverage under this insurance ends on the earlier of the following:

1. 11:59 PM Eastern Standard Time on the date indicated on the **Certificate** issued to the **Insured Person**; or
2. The moment the **Insured Person** returns to his/her **Home Country**, except for coverage under the **Incidental Trip Home** provision of this insurance; or
3. 11:59 PM Eastern Standard Time on the last day of fully paid premium; or
4. 12:01 AM Eastern Standard Time on the date the **Insured Person** first fails to meet the Eligibility requirements set forth in A. **Eligibility** in this provision; or

5. the date specified by Underwriters in accordance with the **PART X, GENERAL CONDITIONS AND CONDITIONS PRECEDENT**, P. Right of Recovery, Q. Duty of Fair Presentation or R. Fraudulent Claims; or
  6. the date the Underwriters, at their sole option, elect to cancel all **Insured Persons** of the same sex, age, class, **Participating Organization** or geographic location, provided the Underwriters will give not less than thirty (30) days advance written notice to the **Insured Person's** last known mailing or electronic address.
- E. **Home Country** Coverage - **Eligible Medical Expenses** are covered while the **Insured Person** is in his/her **Home Country** under the following circumstances:
1. **Incidental Trip Home** - **Eligible Medical Expenses** only are covered during the **Insured Person's** first **Incidental Trip Home** during each ninety (90) days of coverage, beginning on the **Certificate Effective Date**. All coverage, other than coverage for **Eligible Medical Expenses**, is suspended at all times during any **Incidental Trip Home**. Only the first fifteen (15) days of the **Incidental Trip Home** are covered. Any unused days during any one ninety (90) day period do not carry forward to future periods.
    1. Coverage under this provision does not apply to:
      - i. **Injuries** or **Illnesses** which began when the **Insured Person** was outside his or her **Home Country**; or
      - ii. **Pre-existing Condition(s)**; or
      - iii. **Acute Onset of Pre-existing Condition(s)**; or
      - iv. Coverage under **School Sports** or the **Adventure Sports** Option.
    2. Coverage under this provision is subject to the following:
      - i. The **Insured Person** must have departed his or her **Home Country** prior to any **Incidental Trip Home**.
      - ii. The **Insured Person** must have paid all premiums due and must have at least thirty-one (31) days of the **Certificate Period** remaining as of the last day of the **Incidental Trip Home**.
      - iii. Coverage during the **Incidental Trip Home** begins the moment the **Insured Person** arrives in their **Home Country** and terminates at 11:59 PM Local Standard Time (location of the **Insured Person**) on the 15th day; thereafter, coverage resumes the moment the **Insured Person** departs his or her **Home Country** to return to his or her **Host Country**; and
      - iv. The **Insured Person** must return to his or her **Host Country** after the **Incidental Trip Home**.
  2. **Benefit Period** - If an **Insured Person** is **Hospitalized** as an **Inpatient** on the date and time insurance hereunder would otherwise terminate, the **Insured Person** is covered for **Eligible Medical Expenses** only until the earlier of:
    1. The date the **Insured Person** is released from the **Hospital**; or
    2. Sixty (60) days, beginning on the date insurance hereunder would have terminated.
    3. Coverage applies only to **Eligible Medical Expenses** for which the **Insured Person** was initially **Hospitalized** on the **Certificate Termination Date**.

## Part III - Schedule of Benefits and Limits

Eligible Expenses	
Coverage Area Options Worldwide*, excluding the <b>US</b> Worldwide*, including the <b>US</b> <i>*some restrictions may apply</i>	
	Business Class
Maximum Benefit per <b>Insured Person</b> per <b>Certificate Period</b>	\$1,000,000
Maximum Benefit per <b>Injury</b> or <b>Illness</b> , per <b>Insured Person</b>	\$300,000
Eligible Medical Expenses Deductibles, Co-pays, and Coinsurance (All covered <b>Eligible Medical Expenses</b> are subject to <b>Deductible</b> , <b>Co-pays</b> , and/or <b>Coinsurance</b> unless otherwise indicated.)	
	Business Class
<b>Emergency Room Co-pay</b>	\$150
<b>Physician Office Co-pay</b>	\$50
<b>Student Health Center</b> or <b>Virtual Medicine Consultation Co-pay</b>	\$10
<b>Urgent Care Center / Walk-in Clinic Co-pay</b>	\$25
<b>Physical Therapy / Chiropractic Care Co-pay</b>	\$25
<b>Outpatient Prescription Drugs Co-pay</b>	\$20 ( <b>Coinsurance</b> does not apply)
<b>Deductible</b>	\$0.00
<b>Coinsurance</b> for claims incurred in <b>Network</b> , in <b>US</b>	Plan pays 80% to \$5,000; 100% thereafter to the Maximum Benefit
<b>Coinsurance</b> for claims incurred out of <b>Network</b> , in <b>US</b>	Plan pays 80% to the Maximum Benefit
<b>Coinsurance</b> for claims incurred outside the <b>US</b> or Canada	Plan pays 100% to the Maximum Benefit
Eligible Medical Expenses Outpatient and Inpatient Services (All covered <b>Eligible Medical Expenses</b> are subject to <b>Deductible</b> , <b>Co-pays</b> , and/or <b>Coinsurance</b> unless otherwise indicated.)	
	Business Class
<b>Outpatient</b> facility charges	<b>Usual, Reasonable, and Customary</b> charges
<b>Hospital Room &amp; Board</b> , including nursing and <b>Ancillary Services</b>	<b>Usual, Reasonable, and Customary</b> charges
<b>Intensive Care Unit</b>	<b>Usual, Reasonable, and Customary</b> charges
Operating room, treatment room and/or recovery room	<b>Usual, Reasonable, and Customary</b> charges
Laboratory	<b>Usual, Reasonable, and Customary</b> charges
Radiology / x-rays	<b>Usual, Reasonable, and Customary</b> charges
Professional fees by <b>Physician</b> , including specialists, surgeons, anesthesiologists	<b>Usual, Reasonable, and Customary</b> charges (assistance surgeon fees subject to a maximum of 20% of covered primary surgeon fees)
Pre-natal care, <b>Delivery</b> and <b>post-natal care (In or out of Network; in or out of US)</b>	In <b>Network</b> - plan pays 80% to \$10,000 Out-of- <b>Network</b> : plan pays 60% to \$10,000

Routine Care of <b>Newborn</b>	\$500 per covered <b>Pregnancy</b>
<b>Therapeutic Termination of Pregnancy</b>	\$500 after 90 days of continuous coverage
<b>Dental Treatment</b>	<b>Accident</b> (involving associated face, skull, neck and/or jaw <b>Injury</b> ) - \$250 per tooth, subject to a maximum of \$500
	<b>Acute Onset of Dental Pain (Certificate Period must be 30 or more days)</b> - \$100 for palliative care only
<b>Mental Health Disorders - Inpatient</b>	<b>Usual, Reasonable and Customary</b> charges subject to a maximum of 30 days
<b>Mental Health Disorders - Outpatient</b> (includes treatment of <b>Substance Abuse</b> )	<b>Usual, Reasonable and Customary</b> charges subject to a maximum of 30 visits
All other <b>Eligible Medical Expenses</b>	<b>Usual, Reasonable, and Customary</b> charges
<b>Eligible Medical Expenses Features</b> (All covered <b>Eligible Medical Expenses</b> are subject to <b>Deductible</b> , <b>Co-pays</b> , and/or <b>Coinsurance</b> unless otherwise indicated.)	
	<b>Business Class</b>
<b>Benefit Period</b>	60 days if <b>Hospitalized</b> on <b>Certificate Termination Date</b>
<b>Incidental Trip Home</b>	15 days per 90 days of coverage
<b>Pre-existing Conditions - Eligible Medical Expenses</b>	Covered after 6 months of continuous coverage
<b>Pre-existing Conditions - Emergency Medical Evacuation &amp; Repatriation of Mortal Remains</b>	Covered as of the <b>Certificate Effective Date</b>
<b>Acute Onset of Pre-existing Condition</b>	\$15,000
Wellness Benefit	No coverage
Terrorism	<b>Usual, Reasonable, and Customary</b> charges
COVID-19 (including viral mutations)	<b>Usual, Reasonable, and Customary</b> charges
<b>Eligible Transportation Expenses</b> (All covered <b>Eligible Transportation Expenses</b> are subject to <b>Deductible</b> , <b>Co-pays</b> , and/or <b>Coinsurance</b> unless otherwise indicated.)	
	<b>Business Class</b>
<b>Local Ambulance</b>	<b>Illness</b> - \$750 if admitted for treatment as <b>Inpatient</b>
	<b>Injury</b> - \$750
<b>Interfacility Ambulance Transfer</b>	\$750
<b>Emergency Medical Evacuation</b>	\$300,000
<b>Emergency Reunion</b>	\$5,000
Repatriation of Remains	\$50,000
<b>Natural Disaster</b>	\$100 per day, maximum of 7 days
<b>Adventure Sports Option</b> Available to Plans <b>Economy Plus</b> , <b>Business Class</b> , and <b>First Class</b> only as an <b>optional add-on</b> (Subject to <b>Deductible</b> , <b>Co-pays</b> , and/or <b>Coinsurance</b> unless otherwise indicated.)	
	<b>Business Class</b>
<b>Eligible Medical Expenses and Eligible Transportation Expenses (Injuries sustained while participating in covered Adventure Sports Sports)</b>	<b>Age 15 to 49:</b> \$50,000 Maximum <b>Age 50 to 59:</b> \$25,000 Maximum <b>Age 60 to 64:</b> \$10,000 mAXIMUM

<b>School Sports</b> Covered on Plans <b>Economy Plus, Business Class, and First Class</b> only (Subject to <b>Deductible, Co-pays, and/or Coinsurance</b> unless otherwise indicated.)	
	<b>Business Class</b>
<b>Eligible Medical Expenses and Eligible Transportation Expenses (Injuries sustained while participating in covered School Sports)</b>	\$5,000 per injury
<b>Accidental Death and Dismemberment</b> Covered on Plans <b>Economy Plus, Business Class, and First Class</b> only	
	<b>Business Class</b>
<b>Accidental Death and Dismemberment</b>	\$25,000
<b>Accidental Dismemberment - Loss of 2 or more limbs and eyes</b>	100% of <b>Accidental Death</b> benefit
<b>Accidental Dismemberment - Loss of 1 limb or eye</b>	\$50 of <b>Accidental Death</b> benefit
<b>Accidental Death and Dismemberment family maximum</b>	\$250,000
<b>Personal Liability</b> Covered on Plans <b>First Class</b> only	
	<b>Business Class</b>
<b>Combined Single Limit</b>	No Coverage

## **Part IV - Eligible Medical Expenses**

A. Subject to the **Deductible, Coinsurance** and **Limits** set forth in the Schedule of Benefits and Limits, and subject to all other terms, clauses, conditions, provisions and exclusions contained herein, Underwriters will pay the following expenses incurred by an **Insured Person**, provided such expenses are **Medically Necessary**:

1. Charges made by a **Hospital** for:
  1. Daily room and board and nursing services not to exceed the **Hospital's** average semi-private room rate; and
  2. **Hospital Ancillary Services**
  3. Daily room and board and nursing services in an **Intensive Care Unit**; and
  4. Use of operating, treatment, and/or recovery room; and
  5. Services and supplies which are routinely provided by the **Hospital** to persons for use while **Inpatient**, with the exception of personal services and supplies of a non-medical nature; and
  6. **Emergency Room** treatment of an **Injury** due to a covered **Accident**; and
  7. **Emergency Room** treatment of an **Illness**
2. **Surgery** at an **Outpatient Surgical** facility, including services and supplies.
3. **Virtual Medicine Consultations** through a telemedicine protocol system approved by the **Plan Administrator**; subject to a **Co-pay** as specified in the Schedule of Benefits and Limits. The **Co-pay** does not apply toward satisfaction of the **Insured Person's Deductible**. The **Co-pay** is waived for **Insured Persons** with \$0 **Deductible**.
4. Charges made by a **Physician** for professional services, including **Surgery**. Charges for an assistant surgeon are covered up to a maximum of 20% of the **Usual, Reasonable and**



**Customary** charge of the primary surgeon. Standby availability is not considered a professional service and therefore is not covered hereunder.

5. Professional services provided by a **Physician** in his/ her office, an **Urgent Care Center**, a **Walk-in Clinic** or a **Student Health Center**.
6. Dressings, sutures, casts or other supplies which are administered by or under the supervision of a **Physician**, but excluding nebulizers, oxygen tanks, diabetic supplies and other supplies for use, application and/ or for repeat use at home, except for **Durable Medical Equipment**.
7. Diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, intelligence, behavioral and educational testing are not included). Laboratory services billed for professional component fees are covered if the pathologist has direct involvement in providing a written report or verbal consultation for specimen-specific pathology services.
8. Basic functional artificial limbs, eyes, larynx or breast prosthesis, but not the replacement or repair thereof.
9. Reconstructive **Surgery** when the reconstructive **Surgery** is directly related to **Surgery** which is covered hereunder.
10. Hemodialysis for the treatment of acute renal failure and charges by the **Hospital** for processing and administration of blood or blood components, but not the cost of the actual blood or blood components.
11. Oxygen and other gasses and their administration by or under the supervision of **Physician**.
12. Anesthetics and their administration by a **Physician**.
13. Drugs which require prescription by a **Physician** for treatment of a covered **Injury** or **Illness**, subject to the Co-pay indicated in the Schedule of Benefits and Limits (if any), but excluding: drugs prescribed for the treatment of diabetes, oral contraceptives and costs for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of thirty (30) days per prescription. Brand name drugs are covered only in the event a suitable generic drug is not available.
14. Care in a licensed **Extended Care Facility** upon direct transfer from an acute care **Hospital**.
15. **Home Nursing Care** in bed by a qualified licensed professional, provided by a **Home Health Care Agency** upon direct transfer from an acute care **Hospital** and only in lieu of **Medically Necessary Inpatient Hospitalization**.
16. Treatment of an **Injury** to the foot due to a covered **Accident**.
17. Treatment of an **Illness** for which foot **Surgery** is **Medically Necessary** and determined to be the only appropriate method of treatment.
18. **Dental Treatment** necessary to restore or replace sound natural teeth lost or damaged in an **Accident** which was covered under this insurance; however, loss or damage to sound natural teeth while eating or biting into hard objects such as, but not limited to, pencils, ice cubes, nuts, popcorn and hard candies, are not covered.
19. **Dental Treatment** necessary to resolve **Acute Onset of Dental Pain**, incurred within twenty-four (24) hours of the **Acute Onset of Dental Pain** subject to the maximum indicated in the Schedule of Benefits and Limits, only if the **Certificate Period** is thirty (30) days or more.
20. Rental of **Durable Medical Equipment** (consisting of a standard basic hospital bed and or a standard basic wheelchair) up to the purchase price.
21. Physical therapy by a licensed physiotherapist necessarily incurred to continue recovery from a covered **Injury** or **Illness**, and subject to the maximum amounts specified in the Schedule of Benefits and Limits. Such physical therapy must be prescribed by a **Physician** who is not affiliated with the physiotherapy practice performing the physical therapy.

- 22.Charges for Value Added Tax (VAT) or like tax on **Eligible Medical Expenses**.
- 23.**Eligible Medical Expenses** for treatment of **Injury** or **Illness** resulting from participation in **Adventure Sports** if the **Adventure Sports** Option is purchase by and in effect for the **Insured Person**.
- 24.**Eligible Medical Expenses** for treatment of **Injury** or **Illness** resulting from participation in **School Sports**.
- 25.Pre-natal care, **Delivery** of **Newborn**, and post-natal care related to a covered **Pregnancy**.
- 26.Chiropractic care by a licensed chiropractor, necessarily incurred to continue recovery from a covered **Injury** or **Illness**. Such chiropractic care must be prescribed by a **Physician** who is not affiliated with the chiropractic office.
- 27.Routine care of **Newborns**, provided the **Delivery** of the **Newborn** is covered hereunder.
- 28.**Medically Necessary Therapeutic Termination of Pregnancy**.
- 29.Inpatient treatment of **Mental Health Disorders**, including **Substance Abuse**, at a licensed facility that specializes in the treatment of serious **Mental Health Disorders**.
- 30.**Outpatient** treatment of **Mental Health Disorders**, including **Substance Abuse**, by a **Physician**.
- 31.The following vaccinations are covered for **Insured Persons** covered under **First Class Plan**: Measles, Mumps, Rubella (MMR), Tetanus/ Diphtheria/ Pertussis (TDAP), Chicken Pox (Varicella), Hepatitis B and Meningitis (Meningococcal MCV4 and B).

#### **B. Acute Onset of Pre-existing Condition(s)**

Subject to the **Deductible**, **Co-pay**, **Coinsurance** and limits set forth in the Schedule of Benefits and Limits, Underwriters will provide coverage of **Eligible Medical Expenses** only, that are attributable to and relate directly to an **Acute Onset of Pre-existing Condition** subject always to the following:

1. Essential and necessary treatment must be obtained immediately, no more than twenty-four (24) hours from the sudden and unexpected outbreak or recurrence of the **Pre-existing Condition**.
2. Coverage for treatment in the **US** is provided only for non-**US** citizens and/or Residents covered under **Economy Plus**, **Business Class**, and **First Class** Plans only.
3. The **Insured Person** must not be traveling against or in disregard of the recommendations, established treatment plans or medical advice of a **Physician** or other **Medical Provider**.
4. The **Insured Person** must not be traveling with the intent or purpose of seeking or obtaining treatment for the **Pre-existing Condition**.
5. The **Insured Person** must not be traveling during a period of time when he/she is preparing or waiting for, involved in, or undertaking a new, changed or modified treatment program with respect to the **Pre-existing Condition** and is not traveling subsequent to any such new, changed or modified treatment plan having been advised or recommended.
6. The **Pre-existing Condition** must have been stabilized for at least thirty (30) days prior to the **Insured Person's Certificate Effective Date**, with no change in treatment or medication.
7. The **Pre-existing Condition** must not be a chronic or congenital condition or one that gradually becomes worse over time.
8. Coverage of the **Pre-existing Condition** ends on the earliest of:
  1. The date the condition is no longer considered acute; or
  2. The date and time the **Insured Person** is discharged from the Hospital.

#### **C. Pre-existing Condition(s)**

Subject to the **Deductible**, **Co-pay**, **Coinsurance** and limit set forth in the Schedule of Benefits and

Limits, Underwriters will provide coverage of **Pre-Existing Conditions** as follows:

1. Emergency Medical Evacuation and Repatriation of Remains expenses that are attributable to and relate directly to a **Pre-existing Condition** for **Insured Persons** under the Plans indicated in the Schedule of Benefits and Limits; and
2. **Eligible Medical Expenses** that are attributable to and relate directly to a **Pre-existing Condition**, provided the **Insured Person** has been continuously covered hereunder, with no lapse or break, for at least the number of days indicated in the Schedule of Benefits and Limits.

D. Other Coverage

Underwriters shall not be liable or obliged to provide any coverage or benefits or to pay or reimburse any claims for **Eligible Medical Expenses** if there is any other insurance, membership benefit, state and/or federal government program (including without limitation Medicare, Medicaid, Veterans Administration and CHAMPUS), right of contribution, recoupment or recovery contract, or any other third-party obligation or liability for provision of benefits ("Other Coverage") which would, or would but for the existence of this insurance, be available for or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, except where benefit amounts provided under Other Coverage are less than the applicable benefit amount insured hereunder, in which case Underwriters will pay the difference between the benefit amounts provided under Other Coverage and the benefit amount of this insurance, subject always to the applicable **Deductible**, **Coinurance** and all other term, clauses, conditions, provisions and exclusions of this insurance. Underwriters shall not pay any claim in respect to treatment, services or supplies furnished by any program or agency funded by any government.

E. Pre-Certification

Pre-certification is a general determination of **Medical Necessity** only, and all such determinations are made by Underwriters (acting through the **Plan Administrator**) in reliance and based upon the completeness and accuracy of the information provided by the **Insured Person** and/ or his/ her **Relatives**, guardian and/ or medical service and/ or supply providers at the time of Pre-certification. Underwriters reserve the right to challenge, dispute and/ or revoke a prior determination of **Medical Necessity** based upon subsequent information obtained. Pre-certification is not an assurance, authorization, preauthorization, verification of coverage, verification of benefits, or a guarantee of payment. The fact that services or supplies are Pre-certified does not guarantee the payment of benefits, the availability of coverage, or the amount of or eligibility for benefits. Underwriters' consideration and determination of a Pre-certification request, as well as any subsequent review or adjudication of all medical claims submitted in connection therewith, shall remain subject to all of the terms, conditions, provisions and exclusions of this insurance. Any consideration or determination of a Pre-certification request shall not be deemed or considered as Underwriters approval, authorization or ratification of, recommendation for, or consent to any diagnosis or proposed course of treatment. Neither Underwriters nor the **Plan Administrator** (nor anyone acting on their respective behalves) has any authority or obligation to select **Physicians**, **Hospitals** or other **Medical Providers** for the **Insured Person**, or to make any diagnosis or medical treatment decisions on behalf of the **Insured Person** and all such decisions must be made solely and exclusively by the **Insured Person** and/ or his/ her **Family** members or guardians, treating Physicians and Medical Providers. If the **Insured Person** and his/ her **Medical Providers** comply with the Pre-certification Requirements contained in this provision, and the treatment or supplies are Pre-certified as **Medically Necessary**, Underwriters will reimburse the **Insured Person** for **Eligible Medical Expenses** up to the amount shown in the

1. Pre-certification Requirements - The following medical expenses must always be Pre-certified before admission or receiving services and/or supplies:
  1. **Inpatient** care
  2. Any **Surgery** or **Surgical Procedure**
  3. Care in an **Extended Care Facility**
  4. **Home Nursing Care**
  5. **Durable Medical Equipment**
  6. Artificial Limbs
  7. Computerized Tomography (CatScan)
  8. Magnetic Resonance Imaging (MRI)
  9. **Interfacility Ambulance Transfer**
  10. **Pregnancy**
2. Compliance - To comply with the Pre-Certification Requirements, the **Insured Person** must:
  1. contact the **Plan Administrator** at the telephone number or electronic address indicated on the **Insured Person's** Identification Card as soon as possible before the expense is to be incurred; and
  2. Comply with the instructions of the **Plan Administrator** and submit any information or documents they require; and
  3. notify all **Physicians, Hospitals** and other **Medical Providers** that this insurance contains Pre-certification requirements and ask them to fully cooperate with Underwriters and the **Plan Administrator**.
3. Non-Compliance - If the **Insured Person** and/ or his/her **Medical Providers** do not comply with the Pre-certification Requirements and/or the expenses are not Pre-certified,
  1. **Eligible Medical Expenses** will be reduced by 50%; and
  2. the **Deductible**, if applicable, will be subtracted from the remaining amount; and
  3. **Coinsurance**, if applicable, will be applied.
4. In the event of an **Emergency Hospital** admission, Pre-certification must be made within forty-eight (48) hours after the admission, or as soon as is reasonably possible but no later than one week thereafter.
5. For **Inpatient** stays of any kind, Underwriters will Pre-certify a limited number of days of confinement. Additional days of Inpatient confinement may later be Pre-certified based on **Physician** recommendations and **Medical Necessity**.
6. If the **Insured Person** disagrees with a Pre-certification decision, he/she may in writing ask Underwriters (through the **Plan Administrator**) to reconsider the decision and may supply additional documentation to support the appeal. Underwriters may reconsider their decision based on review of the additional documentation and facts, if any. Underwriters will advise the **Insured Person** of their decision within a reasonable time frame following receipt of additional

documentation and facts.

F. US Preferred Medical Provider Network

Underwriters, via the **Plan Administrator**, endeavor to maintain contractual arrangements with one or more independent Preferred Provider Organizations (PPO) that have established and maintain networks of **US-based Physicians, Hospitals** and other **Medical Providers** who are contracted separately and directly with the PPO and who may provide re-pricings, discounts or reduced charges for services and/ or supplies provided to the **Insured Person**. Neither Underwriters nor the **Plan Administrator** have any authority or control over the operations or business of the PPO, or over the operations or business of any provider within the PPO network. Neither the PPO, nor any provider within the PPO network, nor any of their respective agents, employees or representatives has or shall have any power or authority whatsoever to act for or on behalf of Underwriters of the **Plan Administrator** in any respect. It is not a requirement of this insurance that the **Insured Person** seek services or supplies exclusively from a provider within the independent PPO network.

1. Freedom of choice - Nothing contained in this insurance restricts or interferes with the **Insured Person's** right to select the **Hospital, Physician** or other **Medical Provider** of his/ her choice. Nothing contained in this insurance restricts or interferes with the relationship between the **Insured Person** and the **Hospital, Physician** or other **Medical Providers** with respect to treatment of any condition, or the right of any **Insured Person** to receive, at his or her own expense, services and/ or supplies that are not covered under this insurance.
2. Reduction of benefits - The **Insured Person's** use or non-use of the PPO network will affect the scope and extent of benefits available under this insurance in the form of additional Coinsurance, as specified in the Schedule of Benefits and Limits. An **Insured Person** may contact the **Plan Administrator** and request a PPO directory for the area where he/ she will be receiving medical care, or may visit the **Plan Administrator's** website to obtain such information.

G. Patient Advocacy

Neither Underwriters nor the **Plan Administrator** shall have any right, obligation or authority of any kind to ultimately select **Physicians, Hospitals, Medical Providers** or other providers of services and/ or supplies for the **Insured Person**, or to make any medical treatment decisions for or on behalf of the **Insured Person**, and all such decisions shall be made solely and exclusively by the **Insured Person** and/ or his/ her guardians, **Relatives, Physicians** and other **Medical Providers**. Subject to the foregoing, Underwriters may determine that a particular claim or diagnosis occurring under this insurance may be placed under the Patient Advocacy program to ensure that **Medically Necessary** services and supplies are provided in the most cost-effective manner. In the event Underwriters determine that a claim or diagnosis meets the Patient Advocacy program guidelines, they will notify the **Insured Person**, and a Patient Advocate will be assigned to the **Insured Person**. Thereafter, the Patient Advocate may make recommendations of alternative treatment settings and/ or procedures and/ or supplies, that may be more cost-effective for the Underwriters and/ or the **Insured Person**. Such recommendations will be made with input from the **Insured Person** and/ or the **Insured Person's** guardian(s), **Relative(s), Physician(s)** and/ or other **Medical Providers** and will be made only when it can be reasonably demonstrated that the **Medically Necessary** services and supplies can be provided in a more cost-effective manner to Underwriters and/ or the **Insured Person**. Underwriters will use best efforts to evaluate and

recommend alternative treatment settings and/ or procedures and/ or supplies, which can reasonably be expected to result in the same or better care of the **Insured Person**. The **Insured Person** is under no obligation to accept or follow any of the Patient Advocate's recommendations. However, if the **Insured Person** accepts and follows any of the Patient Advocate's recommendations, the **Insured Person** agrees to hold Underwriters, the **Plan Administrator**, and their agents and representatives, including without limitation the Patient Advocate, harmless, and Underwriters shall not be held liable or otherwise responsible for any treatment, service or supply provided to the **Insured Person** except for the payment of claims eligible for coverage under this insurance. After the **Insured Person** has been notified that the claim or diagnosis meets the Patient Advocacy program guidelines, Underwriters reserve the right, at their option and sole discretion without liability to:

1. make payment for treatments, services and/ or supplies which are not covered under this insurance which may be beneficial to the **Insured Person** and cost effective to Underwriters; and/ or
2. deny coverage for expenses, including without limitation **Eligible Medical Expenses**, otherwise eligible for coverage but for the terms of this provision, which exceed the amount Underwriters would have paid had the **Insured Person** followed the recommendations of the Patient Advocacy program.

## **Part V - Eligible Transportation Expenses**

Subject to the **Deductible**, **Coinurance** and **Limits** set forth in the Schedule of Benefits and Limits, and subject to all other terms, clauses, conditions, provisions and exclusions contained herein, Underwriters will pay the following transportation expenses incurred by an **Insured Person**:

### **A. Local Ambulance**

1. Transportation and accompanying treatment provided by licensed, qualified, professional emergency personnel, from the location of a covered **Accident** resulting in **Injury** requiring **Emergency** care for the **Insured Person**, to a local **Hospital** or other appropriate health care facility; and
2. transportation and accompanying treatment provided by licensed, qualified, professional emergency personnel, from the location of a covered **Emergency Illness** which results in **Hospital** confinement of the **Insured Person** as an **Inpatient** for further treatment of the **Illness**.

### **B. Interfacility Ambulance Transfer**

Transportation and accompanying treatment provided by licensed, qualified, professional personnel from the **Hospital** where the **Insured Person** is confined as an **Inpatient** for treatment of a covered **Illness** or **Injury**, to another **Hospital** or appropriate health care facility via land or ground ambulance, provided such transfer is **Medically Necessary**.

### **C. Emergency Medical Evacuation**

1. **Emergency** air transportation to a suitable airport nearest to the nearest **Hospital** which is

- qualified to provide the **Medically Necessary** treatment to prevent the **Insured Person's** loss of life or limb; and
2. **Emergency** ground transportation necessarily preceding **Emergency** air transportation, and from the destination airport to the **Hospital** where the **Insured Person** will receive treatment; and
  3. Conditions and Restrictions - Underwriters will provide **Emergency** Medical Evacuation benefits only when all of the following conditions are met:
    - a. The **Illness** or **Injury** giving rise to the **Emergency** Medical Evacuation is covered under this insurance
    - b. **Medically Necessary** treatment, services and supplies cannot be provided locally.
    - c. Transportation by any other method would result in loss of **Insured Person's** life or limb within twenty-four (24) hours, based upon reasonable medical certainty.
    - d. **Emergency** Medical Evacuation is recommended by the attending **Physician** who certifies to (b) and (c) above.
    - e. **Emergency** Medical Evacuation is agreed upon by the **Insured Person** or a **Relative** of the **Insured Person**.
    - f. The condition giving rise to the **Emergency** Medical Evacuation occurred outside the **Insured Person's Home Country**.
    - g. The condition giving rise to the **Emergency** Medical Evacuation arose unexpectedly, spontaneously and without advance warning, or advance treatment, diagnosis or recommendation for treatment by a **Physician**, or prior manifestation in the form of symptoms which would have caused a reasonably prudent person to seek medical attention prior to the onset of the **Emergency**.
    - h. The **Emergency** Medical Evacuation must be arranged and coordinated by the Underwriters (acting through the **Plan Administrator**).
    - i. By acceptance of the **Certificate** and request for **Emergency** Medical Evacuation benefits hereunder, the **Insured Person** understands, acknowledges and agrees that timeliness, duration and occurrences during, and outcome of an **Emergency** Medical Evacuation can be directly and indirectly affected by events and/ or circumstances which are not within the supervision or control of Underwriters, nor of the **Plan Administrator**, including, without limitation, the availability, limitations, physical condition, reliability, maintenance and training schedules, procedures and performance or non-performance of available transportation equipment, supplies and/ or staff of third party contractors, delays or restrictions on flights or other modes or means of transportation caused by mechanical problems, government officials, telecommunications problems, non-availability of routes and/ or other travel, geographical or weather conditions and other acts of God and unforeseeable and/ or uncontrollable occurrences. The **Insured Person** agrees to release and to hold Underwriters, the **Plan Administrator** and their authorized agents and representatives harmless from, and agrees that the Underwriters, the **Plan Administrator** and their authorized agents and representatives shall not be held liable or responsible for any delays, losses, damages, further **Injuries** or **Illnesses**, or any other claims that arise from or are caused in whole or in part by the acts or omissions of any independent third party contractors or their agents, employees or representatives or that arise from or are caused in whole or in part by any acts, omissions, events or circumstances that are not within the direct and immediate supervision and control of Underwriters, the **Plan Administrator** and/ or their authorized agents and representatives.
    - j. The **Insured Person** further agrees that upon seeking an **Emergency** Medical

Evacuation, he or she will cooperate fully as required under **PART X**, N. Claims Cooperation contained herein. Failure to so cooperate and/ or failure to use or accept **Emergency Medical Evacuation** once it has been arranged by the Underwriters or the **Plan Administrator** will require the **Insured Person** to reimburse the Underwriters for costs incurred for any **Emergency Medical Evacuation** that was arranged for, but not used by, the **Insured Person**.

D. **Emergency Reunion**

1. The cost of a round-trip economy commercial air or ground transportation ticket for one **Relative** or friend of the **Insured Person** for transportation to the terminal serving the area where the **Insured Person** is **Hospitalized** or is to be **Hospitalized** following a covered **Emergency Medical Evacuation**; and
2. Or the cost of an economy round-trip commercial air or ground transportation ticket for one **Relative** or friend of the **Insured Person** for transportation to the terminal serving the area where the **Insured Person** is **Hospitalized** in an **Intensive Care Unit** and expected to remain **Hospitalized** in an **Intensive Care Unit** for at least five (5) days due to a life-threatening covered **Injury** or **Illness**; and,
3. Conditions and Restrictions - Underwriters will provide **Emergency Reunion** benefits only when all of the following conditions are met:
  - a. The **Emergency Reunion** must take place after or during the course of a covered **Emergency Medical Evacuation**, or before or during the course of the **Insured Person's Hospitalization** as an **Inpatient**.
  - b. The **Insured Person** must be so seriously ill that the attending **Physician** deems it necessary and recommends the presence of a **Relative** or friend at the destination of the **Emergency Medical Evacuation** or location of the **Insured Person's Hospitalization**.
  - c. All **Emergency Reunion** travel, transportation and accommodation arrangements must be approved in advance by Underwriters (acting through the **Plan Administrator**).
  - d. The **Insured Person, Relative** or friend must submit to the **Plan Administrator** legible and verifiable copies of all paid receipts for the travel, transportation and accommodation costs and expenses for which reimbursement is sought.

E. **Medical Repatriation**

1. The cost of one-way commercial air or ground transportation for the **Insured Person**, for transportation to the terminal nearest to his/ her **Principal Residence**; and
2. Services and supplies necessitated by the **Insured Person's** medical condition and recommended by the **Insured Person's** attending **Physician** for use during the **Insured Person's** transportation.
3. Conditions and Restrictions – Underwriters will provide Medical Repatriation only when all of the following conditions are met:
  - a. Ongoing medical care must be needed by the **Insured Person**, and confirmed by the **Insured Person's** attending **Physician**;
  - b. Medical Repatriation must be recommended by Underwriters;
  - c. The **Insured Person's** attending **Physician** must confirm the **Insured Person** is fit for travel;



- d. Underwriters must notify the **Insured Person**, in writing, of the Medical Repatriation recommendation at least seven (7) days in advance of the Medical Repatriation; and,
- e. In the event the **Insured Person** declines Medical Repatriation, all coverage hereunder shall terminate as of the date the Medical Repatriation would have taken place.

F. Repatriation of Mortal Remains or Local Burial or Local Cremation

- 1. Air or ground transportation of bodily remains or ashes of the deceased **Insured Person** to the airport or ground transportation terminal nearest to the **Principal Residence** of the deceased **Insured Person**; and
- 2. reasonable costs of preparation of the bodily remains necessary for transportation; or
- 3. reasonable costs of preparation of the bodily remains necessary for local burial or cremation at the place of death, in accordance with the commonly accepted cultural and religious beliefs practiced by the **Insured Person**, but excluding costs for religious practitioners, flowers, music, food or beverages.
- 4. Conditions and Restrictions - Underwriters will provide Repatriation of Mortal Remains or Local Burial or Cremation benefits only when all of the following conditions are met:
  - a. The death of the **Insured Person** must occur outside the **Insured Person's Home Country**, and during the **Certificate Period**.
  - b. All Repatriation of Remains or Local Burial or Cremation expenses must be approved in advance by Underwriters (acting through the **Plan Administrator**).
  - c. By acceptance of the **Certificate** and request for Repatriation of Remains benefits hereunder, the **Insured Person**, and all heirs and representatives of the **Insured Person's** estate, understands, acknowledges and agrees that the timeliness, duration and occurrences during, and outcome of a Repatriation of Remains can be directly and indirectly affected by events and/ or circumstances which are not within the supervision or control of Underwriters including, without limitation, the availability of trained personnel and equipment necessary for preparation of bodily remains, availability of competent transportation equipment, supplies and/ or staff of third party contractors, delays or restrictions on flights or other modes or means of transportation caused by mechanical problems, government officials, telecommunications problems, non-availability of routes and/ or other travel, geographical or weather conditions and other acts of God and unforeseeable and/ or uncontrollable occurrences. The **Insured Person**, and all heirs and representatives of the **Insured Person's** estate, agrees to release and to hold Underwriters, the **Plan Administrator** and their authorized agents and representatives harmless from, and agrees that the Underwriters, the **Plan Administrator** and their authorized agents and representatives shall not be held liable or responsible for any delays, losses, damages or any other claims that arise from or are caused in whole or in part by the acts or omissions of any independent third party contractors or their agents, employees or representatives or that arise from or are caused in whole or in part by any acts, omissions, events or circumstances that are not within the direct and immediate supervision and control of Underwriters, the **Plan Administrator** and/ or their authorized agents and representatives.

#### G. **Natural Disaster** Daily Replacement Accommodations

1. The cost of replacement accommodations necessitated by the cancellation of scheduled, paid accommodations.
2. Conditions and Restrictions - Underwriters will provide **Natural Disaster** Daily Replacement Accommodations benefits only when all of the following conditions are met:
  - a. The cancellation of scheduled, paid accommodations results from evacuation due to a forecasted **Natural Disaster** or following a **Natural Disaster**.
  - b. The forecast of the **Natural Disaster** and the **Natural Disaster** itself must occur during the **Certificate Period**.
  - c. The evacuation must be ordered and mandated by the governmental authorities having jurisdiction over the location of the forecasted or actual **Natural Disaster**.
  - d. Proof of payment for the original accommodations must be provided.
  - e. The amount of any refund in respect to the original accommodations will be deducted from any **Natural Disaster** Daily Accommodations benefit.

#### H. **Other Coverage**

Underwriters shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any Transportation claims if there is any other insurance, membership benefit, state and/ or federal government program (including, without limitation, Medicare, Medicaid, Veterans Administration and CHAMPUS), right of contribution, recoupment or recovery contract, or any other third-party obligation or liability for provision of benefits ("Other Coverage") which would, or would but for the existence of this insurance, be available or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, except where benefit amounts provided under Other Coverage are less than the applicable benefit amount insured hereunder, Underwriters will pay the difference between the benefit amounts provided under **Other Coverage** and the applicable benefit amount of this insurance, subject always to the applicable **Deductible** and **Coinurance**. Underwriters shall not pay any claim in respect to care, treatment, services or supplies furnished by any program or agency funded by any government.

## **Part VI - Lump Sum Benefits**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to all other terms, clauses, conditions, provisions and exclusions contained herein, Underwriters will pay the following benefits incurred by an **Insured Person**:

A. **Accidental Death** - Underwriters will pay the **Accidental Death** Lump Sum Benefit indicated in the Schedule of Benefits and Limits to the **Insured Person's Beneficiary**.

1. Conditions and Restrictions - Underwriters will provide the **Accidental Death** Lump Sum Benefit only when all of the following conditions are met:

- a. The death of the **Insured Person** must result from an **Accident** which occurs during the **Certificate Period**.
- b. The death of the **Insured Person** must occur within sixty (60) days of the Accident.
- c. The **Injury** giving rise to the **Accidental Death** must be evidenced by a visible

contusion or wound, except in the case of **Accidental** drowning.

- d. The **Accidental Death** must result directly and independently of all other causes, from an **Accidental Injury** which is unintended, unexpected and unforeseen, and the **Injury** must be the sole cause of death.

B. **Accidental Dismemberment** - Underwriters will pay the **Accidental Dismemberment** Lump Sum Benefit indicated in the Schedule of Benefits and Limits to the Insured Person.

- 1. Conditions and Restrictions - Underwriters will provide the **Accidental Dismemberment** Lump Sum Benefit only when all of the following conditions are met:
  - a. The **Accidental Dismemberment** of the **Insured Person** must result from an **Accident** which occurs during the **Certificate Period**.
  - b. The **Accidental Dismemberment** of the **Insured Person** must occur within sixty (60) days of the Accident.
  - c. The **Accidental Dismemberment** must result, directly and independently of all other causes, from an Injury which is unintended, unexpected and unforeseen, and the **Injury** must be the sole cause of the **Accidental Dismemberment**.
  - d. The loss of a hand or foot must be complete severance from the body at or above the wrist or ankle joint. The loss an eye or eyes means the entire and irrecoverable loss of sight.

## **Part VII - Personal Liability**

Subject to the limits set forth in the Schedule of Benefits and Limits, and subject to all other terms, clauses, conditions, provisions and exclusions contained herein, Underwriters will pay or reimburse the **Insured Person** for eligible court-entered judgements or settlements approved by Underwriters, arising as a result of or in connection with personal liability incurred by the **Insured Person** for acts, omissions, and other occurrences covered hereunder, for losses or damages solely, directly and proximately caused by the **Insured Person's** negligent acts or omissions during the **Certificate Period** that result in the following:

- 1. **Injury** to a third person occurring during the **Certificate Period**; or
- 2. Damage or loss to a third person's personal property during the **Certificate Period**.
- 3. Conditions and Restrictions - Underwriters will provide Personal Liability coverage only when all of the following conditions are met:
  - a. The **Insured Person** must notify Underwriters within thirty (30) days of any act, omission, or occurrence that may create or impose any personal liability upon them and, also, within thirty (30) days of the **Insured Person's** initiation or receipt of service of any actual or threatened lawsuit, notice of claim, or proceeding filed or threatened to be filed against the **Insured Person** with respect to same. Such notification(s) to Underwriters shall include a recitation of all circumstances, facts, and known or presumed causes of any loss or damage and a description of the nature and approximate amount of any damages suffered by any third person. In addition, immediately upon receipt thereof, the **Insured Person** must provide Underwriters with copies of any pleadings, complaints, lawsuits, petitions, demand letters, notices, orders, summonses, subpoenas, opinions, briefs, motions, letters from opposing counsel, and any other documents or papers with respect to any such lawsuit or proceeding that are received or issued by, addressed to or from, remitted to or by, or served by or upon the **Insured Person** or the **Insured Person's** counsel. Any failure to so notify or provide papers or documents to Underwriters in strict accordance with the foregoing shall be deemed

to be and will result in a forfeiture and waiver of any and all benefits, claims, or coverages otherwise provided hereunder.

- b. Underwriters shall have the absolute right and authority without further consent or approval by the **Insured Person** to intervene in its own name and on its own behalf as a party in interest with respect to any lawsuit, civil action, or other proceeding in which the **Insured Person** is involved and for which Underwriters may have exposure for coverage or benefits under insurance and shall be entitled to fully participate, receive due and proper notice of all matters, and have an opportunity to be heard with respect to all issues, controversies, and other proceedings or hearings of any kind.
- c. With respect to any personal liability for which the **Insured Person** is or may become jointly or jointly and severally liable with other third persons or **Relatives**, Underwriters shall be fully subrogated to all rights of contribution, indemnity, recoupment, and recovery of proportional shares from other joint tort-feasors whose negligence contributed in whole or in part to the subject **Injury** or loss and who are or may also be liable to the **Insured Person** or the injured/damaged person.
- d. As a condition precedent to any liability or obligation of Underwriters to provide coverages or benefits for personal liability under this insurance, no settlement, compromise, accord, admission of fault or liability, default, default judgment, waiver, release, indemnity, hold harmless, or other concession of any kind shall be given, made, committed, allowed, granted, or agreed to by or on behalf of the **Insured Person** to any third person or **Relative** without the prior express written approval and consent of Underwriters, and any failure to comply with this condition precedent shall void, waive, and forfeit all coverage for personal liability under this insurance.
- e. Underwriters shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim, damage, or loss under this insurance for and no coverage or benefits shall be eligible or available under this provision with respect to any legal fees, legal costs or expenses, or for any personal **Injury** or property damage claims, liability awards or judgments in the event there exists any other insurance, insurance fund, membership benefits, workers' or workplace compensation coverage program or other similar governmental program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or any other third-party obligation or liability for provision of benefits ("Primary Coverage") which would or would, but for the existence of this insurance, be available or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, damage, or loss except in respect of any excess beyond the amount payable or provided under such primary coverage had this insurance not been effected. Further, Underwriters shall not be liable or obligated to provide any benefit or to pay or reimburse any claim for injury, loss, or damage to the extent coverage for same is furnished or provided by any program or agency funded or controlled by any government or government authority.
- f. No third person is intended to have, shall be deemed or construed to have or shall have any rights or interest as a "third-party beneficiary" under this insurance, and any allegation or assertion of an such status or any direct claim or other attempt to legally enforce alleged rights by such third person against Underwriters or the **Plan Administrator** based on any allegation or assertion of any such status, shall be subject to summary dismissal. Notwithstanding any law, statute, judicial decision, or rule to the contrary which may be or may purport to be otherwise applicable within the jurisdiction, locale or forum state the **Insured Person** or third person or the situs of any alleged personal injury, property damage or other loss, no transfer or assignment of any of the **Insured Person's** rights, benefits or interests under this **Certificate**, and no transfer or assignment of the **Insured Person's** rights, benefits, or interests under this provision as a beneficiary thereof, shall be valid, binding on, or enforceable against

Underwriters or the **Plan Administrator** unless first expressly agreed and consented to in writing by Underwriters, which agreement and/ or consent may be refused and/ or withheld for any or no reason at the sole discretion of Underwriters. Any such purported transfer or assignment not in strict compliance with the foregoing provisions of this insurance shall be void ab initio and without effect as against Underwriters and the **Plan Administrator** and any assertion or claim of same shall be subject to summary dismissal, and the Underwriters and the **Plan Administrator** shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto.

- g. Underwriters will consider paying or advancing, but without any obligation or contractual duty to do so, up to \$2,500 to the **Insured Person** or for the **Insured Person's** benefit to settle and compromise an asserted claim against the **Insured Person** arising from personal injury or property damage so long as (i) the asserted claim is one that may be eligible for coverage under this insurance and is not expressly excluded; (ii) a lawsuit has not yet been filed, or, if already filed, an answer for other response has not yet been filed thereto; (iii) You obtain a full written release and/ or covenant-not-to-sue upon such terms and conditions as are satisfactory to Underwriters in their sole discretion; (iv) a full proof of claim, medical bills, accident form, and such other documentation and/ or **Proof of Loss** is provided to Underwriters in form and substance satisfactory to them; and (v) the **Insured Person** first pays the **Deductible** as stated in the Schedule of Benefits and Limits for such **Injury** or loss.

## **Part VIII - Coverage Options**

Subject to the **Deductible**, **Coinsurance** and **Limits** set forth in the Schedule of Benefits and Limits, and subject to all other terms, clauses, conditions, provisions and exclusions contained herein, Underwriters will pay the following benefits incurred by an **Insured Person**:

A. School Sports

1. **Eligible Medical Expenses**, and
2. **Eligible Transportation Expenses**

3. Conditions and Restrictions - Underwriters will provide School Sports coverage only when all of the following conditions are met:

- a. The **Insured Person** must have applied for, paid for, and received written confirmation of coverage on the **Economy Plus**, **Business Class** or **First Class** plans only.
- b. Only Injuries sustained while the **Insured Person** is participating in **School Sports** as defined herein are covered.
- c. The **School Sport** must not be undertaken for wage, reward or profit.

The following option is available to **Insured Persons**, subject to the **Deductible**, **Coinsurance** and **Limits** set forth in the Schedule of Benefits and Limits, and subject to payment of additional premium on the **Economy Plus**, **Business Class** or **First Class** plans only:

- A. **Adventure Sports** Coverage Option - Underwriters will provide **Eligible Medical Expenses** and **Eligible Transportation Expenses** resulting from the **Insured Person's** participation in **Adventure Sports**, as herein defined, while outside his or her **Home Country**.

## **Part IX - Exclusions**

Unless expressly provided for herein, and in addition to all terms, clauses, conditions, restrictions and exclusions contained herein, all of the following claims, charges, expenses, reimbursements and/ or circumstances are expressly excluded from coverage under this insurance and Underwriters shall have no liability or obligation for any coverage thereof or therefor. (All of the following Exclusions may apply to any claim hereunder; category headings are provided for convenient reference purposes only.)

### **A. War and Terrorism**

1. Resulting directly or indirectly, proximately or remotely occasioned by, contributed to or by, traceable to or arising in connection with the following:
  - a. The **Insured Person's** active and voluntary planning or coordination of or participation in any **Act of Terrorism**.
  - b. Any **Act of Terrorism** that takes place in a location, post, area, territory or country for which a **Travel Warning or Emergency Travel Advisory** related to an actual or potential Act of Terrorism was issued or in effect within the one hundred eighty (180) days prior to the **Insured Person's** arrival to said location, post, area, territory or country.
  - c. Any **Act of Terrorism** that takes place in a location, post, area, territory or country for which a **Travel Warning or Emergency Travel Advisory** related to an actual or potential **Act of Terrorism** becomes effective or is in effect on or after the **Insured Person's** arrival to said location, post, area, territory or country, and the **Insured Person** fails within a reasonable time, based on availability of appropriate transportation, and in no event more than fifteen (15) days (unless approved in advance by Underwriters) or refuses to heed such warning and thereafter remains in said location, post, area, territory or country.
2. Resulting directly or indirectly, proximately or remotely occasioned by, contributed to by, traceable to or arising in connection with the following:
  - a. War, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not), or civil war.
  - b. Mutiny, riot, strike, military or popular uprising, insurrection, rebellion, revolution, military or usurped power.
  - c. Any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by violence of any nature.
  - d. Martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - e. Any use of radiological, chemical, nuclear or biological weapons or any other radiological, chemical, nuclear or biological events of any type (including in connection with an **Act of Terrorism**).
  - f. War, whether declared or not, between any of the following countries: China, France, the United Kingdom, the Russian Federation and the **United States**.
  - g. War in Europe, whether declared or not, in which any of the countries stated in (f) above

or any armed forces thereof are engaged.

- h. Arising during the existence of abnormal conditions (whether physical or otherwise), whether or not directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to or arising in connections with any of the occurrences set forth in this provision, shall be deemed and considered to be consequences for which Underwriters shall not be liable under this insurance, except to the extent that the **Insured Person** shall prove that such claim happened independently of the existence of such abnormal conditions and/ or occurrences.

**B. Pre-existing Condition(s)**

1. Resulting from or relating, directly or indirectly, to any **Pre-existing Condition**, except as expressly provided for in **PART IV, B., Pre-existing Condition(s)** or C., **Acute Onset of Pre-existing Condition(s)**, of this insurance.
2. Charges resulting from any **Pre-existing Condition** or **Acute Onset of Pre-existing Condition** while the **Insured Person** is in his or her **Home Country**.

**C. General Exclusions**

1. Claims not presented to the **Plan Administrator** within sixty (60) days of the date the claim is incurred.
2. If **Proof of Claim** is not provided to the **Plan Administrator** within one hundred eighty (180) days of the date the claim is incurred.
3. Claims of any nature that would expose the Underwriter and/ or the **Plan Administrator** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or **United States**.
4. Incurred more than thirty (30) days following the date of onset of **Illness** or date of **Injury**, unless covered services are incurred for treatment of the **Illness** or **Injury** within thirty (30) days following the date of onset of **Illness** or date of **Injury**.
5. Incurred prior to the **Certificate Effective Date** or after the **Certificate Termination Date**, unless expressly provided for under the provisions of this insurance.
6. For treatment of any **Illness** or **Injury** when the purpose of traveling to the **Host Country** was to obtain treatment.
7. For any services performed or supplies provided by a **Relative** of the **Insured Person** or any person who ordinarily resides with the **Insured Person**.
8. For services or supplies provided at no cost to the **Insured Person** and/ or for which the **Insured Person** is not otherwise liable.
9. Charges for expenses for which advance approval from Underwriters was not obtained by the **Insured Person** in accordance with the provisions of this insurance.
10. For services not arranged by the **Plan Administrator** when required by the provisions of this insurance.
11. **Injury** and/ or **Illness** sustained while under the influence of, or due wholly or partly to the effects of alcohol, liquor, intoxicating substance, narcotics or drugs, other than drugs prescribed by a **Physician** and taken in accordance with the **Physician's** instructions, but not including drugs prescribed for the treatment of **Substance Abuse**. This exclusion does not apply to treatment of **Mental Health Disorders** including **Substance Abuse** or to **Eligible Transportation Expenses**.
12. For treatment of an **Illness** or **Injury** for which payment is made or available through a

workers' compensation law or similar law.

13.Charges which exceed the **Usual, Reasonable and Customary** charge for the service or supply provided.

14.For exposure to any non-medical nuclear or atomic radiation and/ or radioactive material(s).

D. Diagnosis-oriented Exclusions

1. Related in any way to birth defects, hereditary conditions and **Congenital Disorders**, including any conditions arising out of or resulting therefrom.
2. For any service, supply, drug, treatment or procedure, that either diagnoses, promotes or prevents conception, insemination or birth, including without limitation, artificial insemination, contraceptives, treatment for infertility or impotency, vasectomy or reversal of vasectomy, sterilization or reversal of sterilization, surrogacy or abortion.
3. For any service, supply, drug, treatment or procedure that either diagnoses, promotes, enhances or corrects or attempts to diagnose, promote, enhance or correct impotency or sexual dysfunction.
4. Abortions, except to save the life of the mother and **Therapeutic Termination of Pregnancy**.
5. For diagnosis and/ or treatment of acne, rosacea, eczema, psoriasis, fungal infection, moles, warts, skin tags, diseases of sebaceous glands, seborrhea, and hypertrophic and atrophic conditions of skin.
6. For non-surgical care, diagnosis and/ or treatment or supplies for the feet, including without limitation, orthopedic shoes, orthopedic prescription devices to be attached to or placed in shoes, treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia, bone spurs, hammer toes or bunions, corns, calluses or toenails, except as otherwise expressly set forth in this insurance.
7. For **Accidental Death** and/ or **Accidental Dismemberment** resulting from or relating, directly or indirectly, or where there is a contribution from any of the following: (a) bodily or mental infirmity, illness or disease; or (b) infection, other than infection occurring simultaneously with and as a direct result of the **Accidental Injury**.
8. For weight modification or any **Inpatient, Outpatient, Surgical Procedure** or other treatment of obesity (including without limitation, morbid obesity), including without limitation, diagnostic tests and procedures, wiring of the teeth, all forms or procedures of bariatric **Surgery**, by whatever name called, or reversal thereof, including without limitation, intestinal bypass, gastric bypass, gastric banding, vertical banded gastroplasty, biliopancreatic diversion, duodenal switch or stomach reduction or stapling.
9. For modifications of the physical body in order to change or improve or attempt to change or improve the psychological, mental or emotional well-being of the **Insured Person**, including without limitation, sex-change **Surgery** and **Surgery** relating to sexual performance or enhancement thereof.
- 10.For eyeglasses, contact lenses, hearing aids or hearing implants and for any diagnostic test or procedure, treatment, service or supply, or examination or fitting related to these devices or for eye refraction for any reason.
- 11.For orthoptics, visual eye training and eye **Surgery**, such as radial keratotomy, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.
- 12.For diagnosis and/ or treatment of the temporomandibular joint, including without limitation, TMJ syndrome, craniomandibular syndrome, chronic TMJ pain, orthognathic **Surgery**, Le-Fort **Surgery** or splint.
- 13.For diagnosis and/ or treatment of venereal disease, including all **Sexually Transmitted**



## **Diseases and conditions.**

14. For **Routine Physical Exams** and treatment, including without limitation, vaccinations, immunizations, annual check-ups, the issue of medical certificates and attestations, and examinations as to suitability for employment or travel. This exclusion does not apply to routine care provided to **Newborns**, or immunizations covered under **First Class**.
15. For diagnosis and/ or treatment of the following: HIV seropositivity to the **AIDS** virus, **AIDS** related illnesses, **ARC** Syndrome and/ or **AIDS**.
16. For diagnostic tests and/ or procedures, treatment, services or supplies that are not **Medically Necessary**, whether or not administered by or under the supervision of a **Physician**, and products that can be purchased without a **Physician's** prescription.
17. For **Surgeries**, treatments, services or supplies for cosmetic or aesthetic reasons, except for reconstructive **Surgery** when such **Surgery** is **Medically Necessary** and directly related to and/ or follows **Surgery** which was covered hereunder.
18. For diagnosis and/ or treatment of any sleep disorder, including without limitation, sleep apnea and insomnia.
19. Treatment required as a result of complications or consequences of a treatment or condition not covered hereunder.
20. All charges resulting from or relating, directly or indirectly, to **Pregnancy**, including without limitation, pre-natal care, **Delivery**, post-natal care, care of **Newborns**, complications of **Pregnancy**, miscarriage, complications of **Delivery** and/ or complications related to **Newborns** are excluded for **Insured Persons** under the **Economy Plan**.
21. All charges resulting from or relating, directly or indirectly, to **Pregnancy**, including without limitation, pre-natal care, **Delivery**, post-natal care, care of **Newborns**, complications of **Pregnancy**, miscarriage, complications of **Delivery** and/ or complications related to **Newborns** are excluded for **Insured Persons** under **Economy Plus**, **Business Class** and **First Class** unless conception occurs during the **Certificate Period**.
22. All charges related to care of **Newborns** are excluded unless the **Delivery** of the **Newborn** is covered hereunder.

## **E. Provider-oriented Exclusions**

1. For cryogenic preservation and implantation or re-implantation of living cells.
2. For or in relation to organ or tissue or other transplants and/ or related services and supplies.
3. For any efforts to keep a donor alive for a transplant procedure.
4. For telephone consultations, except **Virtual Medicine Consultations** through an approved telemedicine protocol system, or failure to keep a scheduled appointment.
5. For **Surgeries**, treatments, services or supplies that are **Investigational**, **Experimental** or for **Research Purposes**.
6. Incurred while confined primarily to receive **Custodial Care**.
7. For **Educational or Rehabilitative care** that specifically relates to training or retraining an **Insured Person** to function in a normal or near-normal manner. Such care may include, but is not limited to, job or vocational training, counseling, occupational therapy and speech therapy.
8. For speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy, holistic care of any nature, massage and kinesiotherapy.
9. For services, supplies, or treatment for hair loss, including without limitation, wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a **Physician**.
10. For exercise and/ or fitness programs or equipment, whether or not prescribed or recommended

by a **Physician**.

11. For **Hospice** care.

12. For or related to genetic medicine, genetic testing, surveillance testing and/ or wellness screening procedures for genetically predisposed conditions indicated by genetic medicine or genetic testing, including but not limited to amniocentesis, genetic screening, risk assessment, preventative and prophylactic **Surgeries** recommended by genetic testing and/ or any procedures used to determine genetic pre-disposition, provide genetic counseling, or administration of gene therapy.

13. For testing that attempts to measure aspects of an **Insured Person's** mental ability, intelligence, aptitude, personality and stress management. Such testing may include, but is not limited to, psychometric, behavioral and educational testing.

14. For any artificial or mechanical devices designed to replace human organs temporarily or permanently after termination of **Inpatient** status.

15. For nonprescription drugs, medicines, vitamins, food extracts, or nutritional supplements; IV vitamin or herbal therapy, drugs or medicines not approved by the **United States** Food and Drug Administration or which are considered "off-label" drug use, and for drugs or medicines not prescribed by a **Physician**.

#### F. Geographic Exclusions

1. Resulting from or relating, directly or indirectly, to epidemics, pandemics, public health emergencies, **Natural Disasters** or other disease outbreak conditions that may affect a person's health sustained and/ or incurred in a location, post, area, territory or country for which a **US** Department of State Level 4 (do not travel) warning was issued or in effect within the thirty (30) days prior to the **Insured Person's** arrival in said location, post, area, territory or country.

2. Resulting from or relating directly or indirectly to epidemics, pandemics, public health emergencies, **Natural Disasters** or other disease outbreak conditions that may affect a person's health when, on or subsequent to the **Insured Person's** arrival to the affected location, the **US** Department of State issued a Level 4 (do not travel) warning, and the **Insured Person** fails within a reasonable time, based on availability of appropriate transportation, and in no event more than fifteen (15) days (unless approved in advance by Underwriters) or refuses to heed such warning and thereafter remains in the affected location.

3. Incurred in the **Insured Person's Home Country**, except **Eligible Medical Expenses** incurred during a covered **Benefit Period** or **Incidental Trip Home**.

#### G. Activity-oriented Exclusions

1. Resulting from or occurring during the commission of a violation of law by the **Insured Person**, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.

2. Resulting or relating, directly or indirectly, from an **Insured Person's** operation of any motorized vehicle without possession of a valid motor vehicle operator's license, except while participating in a drivers' education program.

3. Resulting or relating, directly or indirectly, from an **Insured Person** entering into or alighting from, operating or riding as a passenger any motorized vehicle not designed primarily for and licensed for (if licensure is required by local authorities) use on public streets and highways.

4. Resulting or relating, directly or indirectly, from an **Insured Person's** operation of any vehicle, whether or not motorized, after consumption of intoxicating liquor or drugs in excess of the applicable blood/ alcohol limit, other than drugs taken in accordance with a prescription and as

directed by a **Physician**. For purposes of this Exclusion, “vehicle” shall include without limitation, motorized devices regardless of whether or not a driver or operator license is required (including watercraft and aircraft) and non-motorized bicycles and scooters for which no permit or license is required.

5. For travel, meals, transportation and/ or accommodations except as expressly provided herein.
6. Resulting or relating, directly or indirectly, from the **Insured Person’s** participation in **Contact Sports** unless the **Contact Sport** is undertaken as a **School Sport** under **Economy Plus, Business Class** and **First Class**.
7. Resulting or relating, directly or indirectly, from the **Insured Person’s** participation in **Amateur Athletics**. This exclusion does not apply to:
  - a. **Amateur Athletics** undertaken as a **School Sport** under **Economy Plus, Business Class** and **First Class**. .
  - b. Recreational downhill or cross-country snow skiing, provided such activity is not in violation of applicable laws, rules or regulations or away from prepared and marked in-bound, patrolled territories or against the advice of the local ski school or local authoritative body.
  - c. Recreational Scuba-diving or sub-aqua pursuits to depths of less than 10 meters (Exclusions 15, 16, 27 and 18 do apply) if the **Insured Person** is certified by a recognized certifying agency and/ or is accompanied by a qualified instructor.
8. Resulting or relating, directly or indirectly, from the **Insured Person’s** participation in **Professional Athletics**.
9. Resulting or relating, directly or indirectly, from the **Insured Person’s** participation in **Extreme Sports**.
10. Resulting or relating, directly or indirectly, from the **Insured Person’s** participation in **Adventure Sports**, except as follows:
  - a. If the **Insured Person** has purchased the **Adventure Sports** option.
  - b. This Exclusion does not apply to recreational downhill or cross-country snow skiing or snowboarding providing such activity is not in any violation of applicable laws, rules or regulations or away from prepared and marked in-bound, patrolled territories or against the advice of the local ski school or local authoritative body.
  - c. This Exclusion does not apply to recreational Scuba-diving or sub-aqua pursuits to depths of less than 10 meters (Exclusions 15, 16, 17 and 18 do apply).
11. Resulting or relating, directly or indirectly, from the **Insured Person’s** participation in any sports or athletic or recreational activity undertaken against the advice or direction of any local authority or any qualified instructor or contrary to the rules, recommendations and procedures of a recognized governing body for the activity.
12. Resulting or relating, directly or indirectly, from the **Insured Person’s** participation in any activity undertaken in disregard or against the recommendations of a **Physician** or other healthcare professional.
13. Resulting or relating directly or indirectly, from an **Insured Person’s** participation in any **Scuba-diving** or sub-aqua pursuits if, during the immediately preceding twelve-month period the **Insured Person** has been treated as an **Inpatient** for any **Mental Health Disorder**, is on the waiting list or is scheduled for **Inpatient** treatment in a **Hospital** or any other medical facility, is **Pregnant** or has been given a terminal prognosis. This exclusion applies to all **Insured Person’s**, including **Insured Persons** under the **Adventure Sports** option.
14. Resulting or relating directly or indirectly from the **Insured Person’s** participation in any athletic activity, including but not limited to **Adventure Sports**, involving any type of competition or record-

breaking or training for such.

15. Resulting or relating directly or indirectly from an **Insured Person's** participation in **Scuba-diving** or sub-aqua pursuits where a speargun or similar device is carried or used.
16. Resulting or relating directly or indirectly from an **Insured Person's** participation in **Scuba-diving** or sub-aqua pursuits at night.

#### H. Dental Exclusions

1. For **Dental Treatment**, except as expressly provided for herein.
2. Resulting or relating, directly or indirectly, from wear and tear of teeth due to cavities and/ or chewing or biting down on hard objects such as, but not limited to, pencils, ice cubes, nuts, popcorn and hard candies.
3. For treatment of a **Dental Injury** without associated face, skull, neck and/ or jaw Injury or that can be evaluated and treated in a Dental office.
4. For **Dental Treatment** relating, directly or indirectly, to oral care and maintenance, including without limitation, tooth repair by fillings, root canals, tooth removals and x-rays.

#### I. Personal Liability Exclusions

The **Insured Person** shall have no benefits or coverages for and Underwriters shall have no liability or obligation of any kind to pay or reimburse the **Insured Person** or any third person for, any charges, fees (including attorneys' fees), costs, expenses, damages, losses, judgments, claims or other liabilities incurred or sustained by or assessed against the **Insured Person** or any third person, if directly or indirectly relating to, arising from or in connection with any of the following acts, omissions, events, conditions, charges, consequences, occurrences or circumstances, all of which are expressly excluded from coverage under this insurance and all of which Underwriters will provide no benefits or coverages for and shall have no liability or obligation for same, and Underwriters will not pay or reimburse the **Insured Person** or any third person for any claims of any kind arising directly or indirectly from, happening through or as a consequence of:

1. Any damages, losses or claims caused in whole or in part by the **Insured Person** during any hunt or as a result of hunting.
2. Any criminal, fraudulent, deceptive, willful, reckless, malicious, or other unlawful acts or omissions committed the **Insured Person** or any acts or omissions committed by the **Insured Person** in connection with the violation or breach of any laws, statutes, ordinances, legal orders, rules or regulations to which the **Insured Person** is subject or by which the **Insured Person** is bound.
3. Any loss, damage, or claim arising or resulting from the use of any firearms, fireworks, explosives, welding equipment, propane tanks, or other flammables, deadly weapons, or hazardous implements.
4. The pursuit of any trade, business, profession, or employment activity.
5. Ownership, possession, control, or occupation of any land or building.
6. Ownership, possession, control, or use of any automobile, motorcycle, ATV, off-road vehicle, watercraft, aircraft, parachute, parasail, glider, or any other motorized, gravity-induced, or self-propelled vehicle or craft of any kind;
7. Resulting from any fire, flood, wind, hail, water leak, gas leak, explosion, or other catastrophe or loss occurring in or about the residence or premises of any **Relative**, or in or about the residence or any other premises of which the **Insured Person** is the owner, lessee, invitee, licensee, occupant, or resident, or in or about any residence or premises which are contiguous or adjacent to any of the foregoing residences or premises.

8. The consequences of any breach, violation, or failure to perform any contractual undertakings or obligations of the **Insured Person** whether verbal or in writing.
9. Criminal or disciplinary proceedings, charges, arrests, indictments, or arraignments of any kind.
10. Shoplifting, vandalism, theft, conversion, misappropriation, public drunkenness, fighting or brawling, arson, or any malicious or intentional activity resulting in personal injury or destruction of property.
11. Gross negligence, fraud, bad faith, assault and battery, domestic disputes, and all other intentional torts or actions based or sounding in tort without regard to how named or presented.
12. Any collusion, conspiracy, deceit, or other fraudulent scheme or artifice to defraud or other fraudulent means or methods.
13. Fines, penalties, assessments, or claims by any governmental authorities or regulatory bodies including traffic fines or traffic violations or parking tickets, and the costs, fees, or expenses incurred by the **Insured Person** as a witness, custodian, or in any other non-party status in connection with responding to any order to appear in court, subpoena, subpoena duces tecum, notice of deposition, or any other nonparty legal or administrative proceeding or activity.
14. All non-compensatory damages including, without limitation, damages imposed as a punishment, punitive or exemplary damages, consequential damages, lost profits, criminal damages, excessive damages, expectancy damages, incidental damages, liquidated damages, presumptive damages, prospective damages, special damages, speculative damages, statutory damages, double, treble or other multiples of damages, and/ or unliquidated damages, and all claims and damages for pain and suffering, loss of consortium, physical discomfort, mental or emotional distress, trauma, disfigurement, dismemberment, loss of use, or scarring.
15. Contractual or employer's liability or worker's compensation claims.
16. Animals or pets belonging to the **Insured Person** or any **Relative**, or in the care, custody, or control of the **Insured Person** or any **Relative**.
17. Intentionally committed acts caused or brought about by the **Insured Person**.
18. Arising or occurring while the **Insured Person** is, to any extent, under the influence of alcohol or drugs or due to the **Insured Person's** use of drugs, prescription medicines, narcotics, or tranquilizers not medically prescribed for the **Insured Person** by a licensed **Physician**.
19. Caused by the **Insured Person's** suicide or attempted suicide.
20. The **Insured Person's** participation in gambling, gaming, or betting of any kind.
21. The **Insured Person's** participation in any fights, brawls, criminal activity, or other unlawful activity.
22. During the practice or participation of sports, recreational endeavors, or athletics either as a professional, amateur or novice, unless performed solely for recreational purposes or during high school activities.
23. **Contact Sports, Extreme Sports, Adventure Sports, School Sports or Professional Sports.**
24. Occurring when the **Insured Person** is a passenger in an aircraft other than a commercial aircraft.
25. War, Hostilities, and War-Like Operations.
26. Thermal, mechanic, radioactive, and other effects due to any modification of the atomic structure of matter or the artificial acceleration of atomic particles or due to radiation from radio-isotopes or the use of nuclear or chemical materials.
27. Judgments or damage awards that have not been ordered, declared, or entered within twelve (12) months from the date of the act, omission, occurrence, or event causing personal **Injury** or property damage or within twelve (12) months from the date of termination of coverage under the

**Certificate**, whichever is earlier;

28. Any lawsuit, claim for benefits, enforcement action, complaint, or other civil or administrative proceeding of any kind brought by or on behalf of the **Insured Person** or any third person or **Relative** against Underwriters or the **Plan Administrator** including, without limitation, any lawsuit or proceeding alleging breach of contract, bad faith, or any tortious conduct of any kind, seeking equitable or declaratory relief, or otherwise seeking the recovery, enforcement or effectuation of any benefits or coverages under this Insurance.
29. Any loss, personal **Injury**, property damage, or other claim arising or resulting from any act, omission, failure to act, event or other occurrence committed or occurring at any time prior to or subsequent to the **Certificate Period**.
30. Any personal **Injury**, medical expense, damage or other loss suffered by a **Relative** except for damage to a **Relative's** personal property, which shall be limited to a maximum of \$2,500 and subject to the **Deductible** set forth in the Schedule of Benefits and Limits.

## **Part X General Conditions and Conditions Precedent**

The following are conditions precedent to Underwriters liability under this insurance:

### **A. Premium**

1. Rate: The initial rates for this insurance shall be as set forth in the **Master Policy Declaration**.
2. Payment: Payment of the required premium shall be remitted to Underwriters on or before the Due Date(s) indicated on the **Certificate Declaration**.
3. Grace Period: Underwriters will allow a grace period, for payment of all premium except the first, of twenty (20) days beginning on the Due Date for payment premium. Should any premium remain unpaid as of the last day of the grace period, all coverage hereunder shall terminate as of 12:01 AM Eastern Standard Time on the Due Date of the unpaid premium.
4. Premiums for this insurance may be refunded in full upon written request from the **Insured Person** prior to the first day of any **Certificate Period**.
5. The **Insured Person** may cancel this insurance after the **Certificate Effective Date** upon advance written notice to the **Plan Administrator**. If any claims have been filed, the premium paid is fully earned and no refund is payable to the **Insured Person**. If no claims have been filed and cancellation notice from the **Insured Person** is received by Underwriters within sixty (60) days of the initial **Certificate Effective Date**, Underwriters will refund the premium attributable to the unused days, after deducting an administrative fee of \$25.

### **B. Currency**

The monetary benefit limits and sub-limits, premiums and all other monetary amounts stated in the Master Policy are in **US** dollars. Benefits may be paid in local currency equivalents at the option of Underwriters.

### **C. Claim Notification**

All claims and related claim information must be filed with Underwriters through the **Plan Administrator**. When the **Plan Administrator** receives notice of a claim from or on behalf of an **Insured Person**, it will provide him/ her with a Claimant's Statement and Authorization form with instructions for filing **Proof of Claim**.

#### D. Proof of Claim

1. All of the following items must be submitted by or on behalf of the **Insured Person** to be considered a complete **Proof of Claim** eligible for consideration of coverage under this insurance:
  - a. A complete, legible, timely submitted and signed Claimant's Statement and Authorization form, together with an **Accident** Questionnaire if applicable, and any other claim forms required by the **Plan Administrator**.
  - b. All original itemized bills and statements for services rendered by **Physicians, Hospitals, Medical Providers** and all other providers of services and/ or supplies involved with any claim.
  - c. All original receipts for any costs, fees or expenses that have been paid by or on behalf of the **Insured Person** with respect to any claim, including without limitation, all original receipts for any cash and/ or credit card payments. Such receipts must include full name, address and telephone number of the provider, date of service or purchase, description of service or purchase, and diagnosis, if applicable.
  - d. Any other documents or information the **Plan Administrator** may reasonably require, including without limitation, copies of visas, passports and other travel documents, needed to validate any claim and the amount of such claim.
  - e. All documents can be provided in hard copy by post or delivery, or as an electronic version provided by email, facsimile or other electronic delivery permitted by the **Plan Administrator**.
2. The **Insured Person** shall have one hundred eighty (180) days from the first date a claim is incurred to submit a complete **Proof of Claim** to the **Plan Administrator**. Underwriters may, at their sole option, suspend adjudication and/ or resolution of submitted claims and may deny coverage of any claim due to any of the following:
  - a. an incomplete **Proof of Claim**; and/ or
  - b. failure to submit a **Proof of Claim**; and/ or
  - c. failure to submit a **Proof of Claim** within the required time frame indicated above.
3. Underwriters, at their sole option, may waive the requirements regarding submission of a new Claimant's Statement and Authorization form for subsequent claims incurred by an **Insured Person** relating to a continuing **Illness, Injury** or other condition or circumstance for which a properly completed Claimant's Statement and Authorization form has previously been submitted and received.

#### E. Claim Assistance

In the event of any verbal or telephone inquiry, every attempt will be made to help the **Insured Person** and his/ her **Medical Providers** and other suppliers to understand the status, scope and extent of available benefits and coverage under this insurance, provided, however, that no statement made by any agent, employee or representative of Underwriters or the **Plan Administrator** will be deemed or construed as an actionable representation, promise or an estoppel, or will create any liability against Underwriters or the **Plan Administrator** or be deemed or construed to bind Underwriters or the **Plan Administrator**, or to modify, replace, waive, extend or amend any of the terms, conditions, provisions, restrictions and exclusions of the Master Policy unless expressly set forth in writing and signed by an officer of Underwriters or the **Plan Administrator**. Actual eligibility determinations, benefit verifications, final coverage decisions, claim adjudications, final payments, reimbursements or benefits or claims shall

be determined only after a complete **Proof of Claim** is submitted, an opportunity for reasonable investigation and/ or review is provided, cooperation required hereunder is received, and all facts and supporting information, including relevant medical records, when deemed necessary or appropriate by Underwriters, are presented in writing. Appealed claims may be further investigated and/ or reviewed. If a definite answer to a specific benefits or coverage question is required for any reason, the **Insured Person** and or his/ her **Medical Providers** may submit a written request to the **Plan Administrator**, including all pertinent medical information and a statement from the attending **Physician** (if applicable). A written reply will be sent by the **Plan Administrator** and kept on file. If Underwriters, via the **Plan Administrator**, elect to verify generally and/ or preliminarily to a **Medical Provider** or an **Insured Person** that an **Injury, Illness**, diagnosis or proposed service, supply or treatment is or may be covered under this insurance, or that benefits for same are or may be available, any such verification does not guarantee either payment of benefits or the amount or eligibility for benefits.

#### F. Appealing a Claim

1. Time Limit: In the event Underwriters deny all or part of a claim under this insurance, the **Insured Person** shall have ninety (90) days from the date the notice of denial was mailed to the **Insured Person's** last known address, to file a written appeal with Underwriters. The **Insured Person** must file an appeal prior to bringing any legal action hereunder with respect to any claim. The written appeal must include sufficient information to identify the claim under appeal and must specify the reason(s) for the appeal with supporting documentation, if applicable.
2. Appeal Procedure: Within thirty (30) days of Underwriters' receipt of the appeal, Underwriters' will review the claim. Underwriters' review will take into account all comments, documents, records and other information submitted by the Insured Person relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination.
3. A written response will be forwarded to the **Insured Person** as soon as reasonably possible, and in any event, within ninety (90) days from receipt of the written appeal.

#### G. Notice

Any notice to the **Assured** shall be sent by registered mail and addressed to the mailing address on file with Underwriters on the date the notice is mailed. Any notice to the **Insured Person** shall be sent by registered mail and addressed to the mailing address on file with Underwriters on the date the notice is mailed. Notwithstanding the foregoing, Underwriters, the **Assured** and/or the **Insured Person** may agree to electronic means of notice in which case any notice to the **Assured** or **Insured Person** shall be transmitted to the electronic address on file with Underwriters on the date the notice is sent. If the Insured Person communicates with Underwriters and/ or the **Plan Administrator** electronically, he/she shall be deemed to have agreed to electronic means of notice. It is the responsibility of the **Assured** and each **Insured Person** to advise Underwriters of any change in mailing address or electronic address.

#### H. Complaints Procedure

Every effort is made to provide you with a high standard of service. However, occasionally disputes or misunderstandings can arise and **Insured Persons** need to know what to do. If an **Insured Person** wishes to make a complaint, it should be made in writing to the **Plan Administrator**. A written response will be provided to the **Assured**, the **Participating Organization** or any **Insured Person** within fourteen (14) days. If the **Assured**, the **Participating Organization** or **Insured Person** is not satisfied with the response or the way a complaint has been dealt with, they may ask the Underwriters Complaints Department to review the case without prejudice to their rights in law. Details will be provided upon request.



#### I. Assignment of Benefits

Subject to agreement by Underwriters, the **Insured Person** may assign benefits under this insurance to a **Hospital, Physician** or other **Medical Provider**. Any such assignment shall not confer upon such **Hospital, Physician** or other **Medical Provider**, any right or privilege granted to the **Insured Person** under this insurance except for the right to receive benefits, if any, which are determined to be due and payable hereunder. No **Hospital, Physician** or other **Medical Provider** shall have any direct or indirect claim or right of action against Underwriters or the **Plan Administrator**.

#### J. Entire Agreement

The Master Policy, including the **Master Policy Declaration** and any exhibits, schedules, and/or endorsements attached hereto, constitutes the entire agreement between Underwriters, the **Assured** and the **Insured Person**. The terms set forth herein may not be waived or modified without the express written agreement of Underwriters.

#### K. Law and Jurisdiction

1. No action at law or in equity can be brought by an **Insured Person** to recover on the Master Policy prior to the later of:
  - a. the expiration of sixty (60) days after written **Proof of Claim** has been furnished in accordance with the requirements for **Proof of Claim** contained in section D. or this **PART X**;  
or
  - b. after exhaustion of one (1) appeal in accordance with the requirements set forth in section F. of this **PART X**.
2. No action at law or in equity can be brought by an **Insured Person** after the expiration of three (3) years after the time written **Proof of Claim** is required to be furnished in accordance with section D. of this **PART X**.
3. The Master Policy and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales, and in accepting this insurance the **Insured Person** expressly consents to same.
4. The courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Master Policy or its subject matter or formation (including non-contractual disputes or claims), and in accepting this insurance the **Insured Person** expressly consents to same.

#### L. Arbitration

If any dispute shall arise as to the amount to be paid under this insurance, liability being otherwise admitted, such dispute shall be referred to arbitration in accordance with procedures of the London Court of International Arbitration. If any dispute shall arise as to any claims for benefits where liability has not been admitted by Underwriters, or as to any other controversy arising under this insurance, such dispute shall not be arbitrable under any circumstance or for any reason. Where any dispute is referred to arbitration by this provision the making of an award shall be a condition precedent to any right of action against Underwriters.

#### M. Waiver of Rights

In the event that Underwriters do not enforce or require compliance with any provision herein, this will not invalidate, modify or render such provision unenforceable at any other time, whether or not the circumstances are the same.

#### N. Claims Cooperation

The **Assured**, the **Insured Person** and his/ her **Physician(s)**, **Hospital(s)**, other **Medical Providers** and all other providers of services and/ or supplies shall cooperate fully with Underwriters and the **Plan Administrator** in reviewing, investigating, adjudicating, considering an appeal of and/or administering any claim under this insurance, including granting full right of access to all related records, medical documentation, medical histories, reports, laboratory or test results, x-rays and all other available evidence relating to or affecting the claim. Underwriters, at their option, may suspend or pend adjudication of a claim and/ or may deny a claim or coverage for a claim when any of the following has occurred:

1. refusal to so cooperate
2. an unreasonable delay in such cooperation
3. any other act or omission on the part of the **Insured Person** and/or his/her **Physician(s)**, **Hospital(s)**, other **Medical Providers** and/or other providers of services and/or supplies which hinders, delays, impairs or otherwise prejudices the performance of the Underwriters obligations hereunder.

#### O. Subrogation

The **Insured Person** shall undertake to pursue in his/her own name and stead, and to fully cooperate with Underwriters in the pursuit and prosecution of any and all valid claims he/she may have against any third parties arising out of any occurrence which results or may result in a claim payment by Underwriters, and to fully account to Underwriters for any amounts recovered or recoverable in connection therewith, on the basis that Underwriters shall be entitled to recover first in full any sums paid or to be paid by them before the **Assured** or **Insured Person** shares in any amount so recovered. Should the **Assured** or **Insured Person** fail to prosecute any valid claims against any such third party(ies) and Underwriters thereupon become liable to make payment under this insurance, then Underwriters shall be fully subrogated to all rights and interests of the **Assured** and **Insured Person**. The **Assured** and **Insured Person** agree to include Underwriters as co-payee on any settlement check or check from any third party or insurer. The **Assured** and **Insured Person** agree that he/she will not release any party or their insured without prior written approval from Underwriters and will take no action which prejudices Underwriters' rights. Any amount recovered by Underwriters in accordance with this provision shall be used to pay the expenses of collection and reimbursement of Underwriters for any amount that it may have paid or become liable to pay under this insurance. Any remaining amounts shall be paid to the **Insured Person**. In the event the **Insured Person** receives any form or type of settlement and either fails or refuses to abide by the terms of this provision, in addition to any other remedies Underwriters may have, Underwriters retain a right of equitable offset against future claims.

#### P. Right of Recovery

Underwriters have the right to recover the amount of overpayment of any claim, from the **Insured Person** and/ or the **Hospital**, **Physician**, **Medical Provider** or other provider of services or supplies, for any reason, including without limitation, the following:

1. All or some of the expenses were not paid for by or on behalf of the **Insured Person** or were subsequently recovered by, or determined to be recoverable by or on behalf of the **Insured Person**.
2. The **Insured Person** and/or any **Relative** of the **Insured Person**, whether or not that **Relative** is or was an **Insured Person**, is repaid or is entitled to be repaid for all or some of any claim paid by Underwriters, in accordance with **PART IV. ELIGIBLE MEDICAL EXPENSES**, B. or **PART V. ELIGIBLE TRANSPORTATION EXPENSES**, J. herein, or for defective equipment or medical devices

- covered under a warranty, or by or from a source other than Underwriters.
3. All or some of the expenses were not eligible for coverage hereunder.
  4. All or some of the expenses were paid or reimbursed based on incorrect or mistaken application of the terms of this insurance.
  5. All or some of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider.
  6. **The Insured Person** is not liable or responsible as a matter of law for all or part of the claim.

The amount of the recovery shall be the difference between: (i) the amount actually paid Underwriters; and (ii) the amount, if any, which should have been paid by Underwriters. If the **Insured Person** or the **Hospital, Physician, Medical Provider** or other provider of services or supplies does not promptly make any such refund to Underwriters, Underwriters may, in addition to any other rights or remedies available to them (all of which are reserved), either: (i) reduce or deduct from the amount of any future claim that is otherwise eligible for payment hereunder, to the full extent of the refund due Underwriters; and/ or (ii) cancel the **Certificate** issued to the **Insured Person** by giving thirty (30) days advance written notice and offset against the amount of any refund of premium due the **Insured Person** to the full extent of the refund due to Underwriters.

#### Q. Duty of Fair Presentation

In accordance with the Insurance Act 2015, the **Assured** and each **Insured Person** has a duty to make a fair presentation of all material facts and circumstances known to them regarding insurance hereunder to Underwriters.

1. If, prior to the Master Policy Effective Date or any **Certificate Effective Date**, the **Assured** or **Insured Person** breaches their duty of fair presentation, the remedies available to Underwriters are as follows:
  - a. If the breach of the duty of fair presentation is deliberate or reckless, Underwriters may avoid the Master Policy, either altogether or, at Underwriters' discretion, only with respect to the **Insured Person**, and refuse to pay all claims or all claims by or on behalf of the **Insured Person**; they need not return any of the premiums paid.
  - b. If the breach of the duty of fair presentation is not deliberate or reckless, Underwriters' remedy depends upon what Underwriters would have done if the **Assured** and/or **Insured Person** had complied with the duty of fair presentation, as follows:
    - i. If Underwriters would not have entered into the Master Policy or would not have accepted the **Insured Person's Application** at all, Underwriters may avoid the Master Policy, either altogether or, at Underwriters' discretion, only with respect to the **Insured Person**, and refuse to pay all claims or all claims by or on behalf of the **Insured Person**; Underwriters must return the premiums paid.
    - ii. If Underwriters would have entered into the Master Policy or accepted the **Insured Person's Application** but on different terms (other than terms relating to the premium), the Master Policy or, at Underwriters discretion, only coverage with respect to the **Insured Person**, will be treated as if it had been entered into on those different terms from the outset, if Underwriters so require.
  - c. In addition, if Underwriters would have entered into the Master Policy or accepted the **Insured Person's Application**, but would have charged a higher premium, Underwriters may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims) made by or on behalf of the **Insured Person**. In those circumstances, Underwriters shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$ .

2. If, prior to entering into a variation to the Master Policy, the **Assured** or **Insured Person** breaches their duty of fair presentation, the remedies available Underwriters are as follows:
- a. If the breach of the duty of fair presentation is deliberate or reckless Underwriters may, by notice to the **Assured** or **Insured Person**, treat the Master Policy altogether or, at Underwriters' discretion, only with respect to the **Insured Person**, as having been terminated as of the time when the variation was concluded; Underwriters need not return any of the premiums paid.
  - b. If the breach of the duty of fair presentation is not deliberate or reckless, Underwriters remedy depends upon what Underwriters would have done if the **Assured** or **Insured Person** had complied with the duty of fair presentation:
    - i. If Underwriters would not have agreed to the variation at all, Underwriters may treat the Master Policy, either altogether or, at Underwriters' discretion, only with respect to the **Insured Person**, as if the variation was never made, but must in that event return any extra premium paid as a result of said variation.
    - ii. If Underwriters would have agreed to the variation to the Master Policy, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if Underwriters so require.
    - iii. If Underwriters would have increased the premium by more than it did or at all, then Underwriters may reduce proportionately the amount to be paid on a claim arising out of events which occur after the variation. In those circumstances, the Underwriters shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$ .
    - iv. If Underwriters would not have reduced the premium as much as it did or at all, then Underwriters may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Underwriters shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$ .
  - c. Nothing in provision is intended to vary the applicable provisions of the Insurance Act 2015.

#### R. Fraudulent Claims

If the **Assured** or any **Insured Person** makes a fraudulent claim under the Master Policy, Underwriters:

1. Are not liable to pay the claim.
2. May recover from the **Assured** or any **Insured Person** any sums paid by Underwriters to the **Assured** or to or for the benefit of any **Insured Person**, in respect of the claim.
3. May, by notice to the **Assured** and the **Insured Person**, treat the Master Policy, either altogether or, at Underwriters' discretion, only with respect to the **Insured Person**, as having been terminated with effect from the time of the fraudulent act.
4. If Underwriters exercise their right under this provision:
  - a. Underwriters shall not be liable to the **Assured** or **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Underwriters' liability under the Master Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim) to the **Assured** or any **Insured Person**.
  - b. Underwriters need not return any of the premiums paid.
5. Nothing in provision is intended to vary the applicable provisions of the Insurance Act 2015.

## S. **Renewal**

Underwriters may, at their sole option and discretion, renew any **Certificate** based on the Premium Rates and plan provisions and benefits available at the time of renewal.

# **Part XI - Definitions**

**Accident; Accidental:** A sudden, unintentional and unexpected occurrence directly caused by external, visible means and resulting in physical **Injury** to the **Insured Person**. The cause or one of the causes of such **Accident** must be external to the **Insured Person's** own body and must occur beyond the **Insured Person's** control.

**Accidental Death:** Death of the **Insured Person** resulting from an **Accident**.

**Accidental Dismemberment:** Complete severance from the body of one or more limbs or eyes resulting from an **Accident**. For purposes of the **Accidental Dismemberment** benefits provided by this insurance, the term "limb" shall mean: the arm, when the severance is at or above (toward the elbow) the wrist, or the leg, when the severance is at or above (toward the knee) the ankle. Loss of eye(s) shall include complete, permanent and irrevocable loss of sight.

**Act of Terrorism:** An act, including without limitation, the use of force or violence and/ or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or to put the public, or any section of the public, in fear.

**Acute Onset of Dental Pain:** Sudden and unexpected experience of severe pain in the teeth, gums or bones supporting the teeth.

**Acute Onset of Pre-existing Condition:** A sudden and unexpected outbreak or recurrence of a **Pre-existing Condition** which occurs: (1) spontaneously and without advance warning in the form of **Physician** recommendations or symptoms, is of short duration, is rapidly progressive, and requires immediate **Emergency** medical care; and (2) after the **Certificate Effective Date**; and (3) prior to the age indicated in the Schedule of Benefits and Limits contained herein.

**Adventure Sport(s):** A sporting activity undertaken for the purposes of recreation or an unusual experience or excitement, typically performed outdoors, and involving a medium degree of risk, including only the following:

- Absailing
- BMX
- Bob-sledding
- Bungee jumping

- Canyoning
- Caving
- Hot air ballooning
- Kitesurfing and Kiteboarding
- Mountaineering below 4,500 meters from ground level
- Zip lining
- Parachuting
- Paragliding
- Parascending
- Rappelling
- Scuba-diving or sub-aqua pursuits to a depth not to exceed 20 meters, provided the **Insured Person** has the experience, training and proper certification by a recognized certifying agency and is accompanied by a qualified instructor
- Skydiving
- Spelunking
- Whitewater kayaking or whitewater rafting in water less than Class V difficult
- Wildlife Safaris
- Windsurfing

**AIDS:** Acquired Immune Deficiency Syndrome as that term is defined by the **United States** Centers for Disease Control and Prevention.

**Amateur Athletics:** An amateur or other non-professional sporting, recreational or athletic activity that is organized, sponsored and/ or sanctioned, and/ or involves regular or scheduled practices, games and/ or competitions. **Amateur Athletics** includes, without limitation, intercollegiate, interscholastic and intramural sports. **Amateur Athletics** does not include athletic activities that are non-organized, non-contact, and engaged in by the **Insured Person** solely for recreational, entertainment or fitness purposes.

**Ancillary Services:** All **Hospital** services for a patient other than room and board and professional services. Laboratory tests and radiology are examples of **Ancillary Services**.

**ARC: AIDS** Related Complex as that term is defined by the **United States** Centers for Disease Control and Prevention.

**Assured:** The organization indicated on the **Master Policy Declaration**.

**Beneficiary:** The individual named in the **Insured Person's Application** to be the recipient of any **Accidental Death** or **Common Carrier Accidental Death** benefit. For **Insured Persons** age 18 and older who do not designate a **Beneficiary** on the **Application**, the **Beneficiary** is automatically as follows: 1) Spouse (if any), 2) Children (if any) equally, 3) Estate of the **Insured Person**. For **Insured Persons** who are under age eighteen (18) who do not designate a **Beneficiary** on their **Application**, the **Beneficiary** is automatically as follows: 1) Custodial parent(s) (if any), 2) Siblings (if any) equally, 3) Estate of the **Insured Person**.

**Benefit Period:** The period of time beginning on the date and time insurance hereunder would naturally terminate and ending on the earlier of: 1. the time and date the **Insured Person** who was **Hospitalized** on the date insurance hereunder would naturally terminate is released from the **Hospital**; and 2. 11:59 PM Local Standard Time (location of **Insured Person**) on the sixtieth (60th) day beginning on the date insurance hereunder would have naturally terminated.

**Certificate:** The document, including the **Certificate Declaration**, which is issued to **Insured Persons** and is a summary of the Master Policy and evidence of the **Insured Person's** coverage hereunder.

**Certificate Declaration:** The document that is attached to the **Certificate** issued to **Insured Persons**.

**Certificate Effective Date:** The date and time coverage under this insurance begins with respect to an **Insured Person**.

**Certificate Period:** The period of time beginning on the **Certificate Effective Date** and ending on the **Certificate Termination Date**.

**Certificate Termination Date:** The date and time coverage under this insurance ends with respect to an **Insured Person**.

**Coinsurance:** The payment by or obligation of the **Insured Person** for payment of covered expenses at the percentage specified in the Schedule of Benefits and Limits.

**Common Carrier:** A company or organization that holds itself out to the public as engaging in the business of transporting persons from place to place by air, rail, bus and/or water for compensation, offering its scheduled services to the public generally, and is licensed by a recognized and approved government authority to transport fare-paying passengers. The term **Common Carrier** does not include taxi, motorcar, motorcycle or limousine services, or transportation by animal or human means (for example, horse, camel, elephant or risk shaw).

**Congenital Disorder(s):** A physical abnormality, defect or medical condition existing at or before birth, regardless of cause or when diagnosed or treated.

**Contact Sport(s):** A sport in which the participants purposely hit or collide with each other, inanimate objects, the ground or water, with force, including without limitation:

- American football
- Basketball
- High diving and cliff diving
- Fighting or combat sports, including without limitation, boxing, wrestling, martial arts, mixed martial arts, fencing and kickboxing
- Hockey, including ice and field hockey
- Lacrosse

- Polo
- Rodeo
- Rugby
- Ski-jumping
- Soccer

**Co-pay:** The payment by or obligation of the Insured Person for payment for covered services specified in the Schedule of Benefits and Limits. The **Co-pay** is applied each time the **Insured Person** receives the specified service. The **Co-pay** does not apply toward satisfaction of the **Deductible** or **Coinsurance**.

**Custodial Care:** That type of care or service, wherever furnished and by whatever name called, that is designed primarily to assist an **Insured Person** in performing the activities of Daily Living. **Custodial Care** also includes non-acute care for the comatose, semi- comatose, paralyzed or mentally incompetent patients until they are fit to return home.

**Daily Living:** A twenty-four (24) hour period during which an **Insured Person** engages in normal daily activities including but not limited to eating, drinking and washing.

**Deductible:** The dollar amount of **Eligible Medical Expenses**, specified in the Master Policy, that the **Insured Person** must pay before receiving benefits or coverage hereunder, not including any applicable **Coinsurance**.

**Dental Treatment:** Treatment and/ or supplies relating to the care, maintenance or repair of teeth, gums or bones supporting the teeth, including dentures and preparation for dentures.

**Durable Medical Equipment:** Exclusively a standard basic hospital bed and/ or a standard basic wheelchair.

**Educational or Rehabilitative Care:** Care for restoration (by education or training) of one's ability to function in a normal or near normal manner following an **Illness** or **Injury**. This type of care includes, but is not limited to, vocational or occupational therapy and speech therapy.

**Eligible Medical Expenses:** Expenses for services and supplies for treatment of **Injury** or **Illness** which are covered under this insurance.

**Eligible Transportation Expenses:** Expenses for transportation and accommodation which are covered under this insurance.

**Emergency:** A medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the **Insured Person's** life or limb in danger if medical attention is not provided within twenty-four (24) hours based upon reasonable medical certainty. Immediate medical intervention and attention is required as a result of a severe, life threatening or potentially disabling condition.



**Emergency Room:** That part of a **Hospital** designated for the immediate care of **Emergency** medical conditions.

**Extended Care Facility:** An institution, or a distinct part of an institution, which is licensed as a **Hospital, Extended Care Facility** or rehabilitation facility by the jurisdiction in which it operates; and is regularly engaged in providing twenty-four (24) hour skilled nursing care under the regular supervision of a **Physician** and the direct supervision of a **Registered Nurse**; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed by a **Physician**; and provides each patient with active treatment of an **Illness** or **Injury**. **Extended Care Facility** does not include a facility primarily for rest, the aged, **Substance Abuse** treatment, **Custodial Care**, nursing care or for care of **Mental Health Disorders** or the mentally incompetent.

**Extreme Sport(s):** A sporting activity, including practice, preparation and actual sporting events, which involves a high degree of risk. These activities often involve speed, height, a high level of physical exertion and/ or highly specialized gear, and often carry the potential risk of serious or permanent physical **Injury** and even death. These activities include, without limitation, the following and any combination or derivative of the following:

- Back country snow skiing, snowboarding or snowmobiling
- Base jumping
- Cave diving
- Downhill mountain biking
- Extreme Skiing
- Free diving
- Free flying
- Free running and Parkour
- Free skiing
- Freestyle scootering
- Gliding
- Heli-skiing
- Ice canoeing
- Ice climbing
- Jet skiing
- Racing any vehicle or animal, including mountain bikes, motocross, motorcycle racing, motor rally, snowmobile racing, truck racing, horse racing, boat racing
- Mountaineering above elevation of 4,500 meters from ground level
- Piloting a commercial or non-commercial aircraft
- Powerboking
- Skateboarding
- Snow skiing, snowboarding or snowmobiling off piste
- Scuba diving or sub-aqua pursuits below a depth of more than 50 meters
- Whitewater kayaking or white-water rafting **Class V** or higher difficulty (Class V = A section of a river, stream or other waterway or watercourse where the current moves with enough speed or force to meet, but not to exceed, the qualifications of Class V as determined by the International

- Scale of River Difficulty or as commonly published by a local authority or government agency.)
- Wingsuit flying

**Family:** All **Relatives** of an **Insured Person**.

**Full-time Scholar:** A graduate student, teacher, researcher, or professor who is affiliated with an educational institution and is engaging in educational activities for at least thirty (30) hours per week. On-the-job training courses, correspondence schools, or schools offering courses only through the internet do not qualify as educational institutions.

**Full-time Student:** A person who is enrolled in a program that leads to a degree, certificate or other recognized educational credential and regularly attends an educational institution for the minimum number of credit hours required by the educational institution in order to maintain a **Full-time Student** status. On-the-job training courses, correspondence schools, and schools offering courses only through the internet do not qualify as educational institutions. Individuals in F1 (including OPT) or J1 visa status are considered **Full-time Students** regardless of the number of credit hours taken.

**HIV:** Laboratory evidence defined by the **United States** Centers for Disease Control and Prevention as being positive for Human Immunodeficiency Virus infection.

**Home Country:** The country where the **Insured Person** principally resides as declared on the **Insured Person's Application**, except for **US** citizens and **Lawful Permanent Residents** of the **US**. For **US** citizens, including those with dual citizenship, the **US** is always your **Home Country**. For non-**US** citizens who are **Lawful Permanent Residents** of the **US**, the **US** is always your **Home Country**.

**Home Health Care Agency:** A public or private agency or one of its subdivisions, which operates pursuant to law and is regularly engaged in providing **Home Nursing Care** under the supervision of a **Registered Nurse**, and maintains a daily record on each patient, and provides each patient with a planned program of observation and treatment prescribed by a **Physician**.

**Home Nursing Care:** Services provided by a **Home Health Care Agency** and supervised by a **Registered Nurse**, which are directed toward the personal care of a patient, provided always that such care is provided in lieu of **Medically Necessary Inpatient** care in a **Hospital**.

**Hospice:** An institution which operates as a **Hospice**, is licensed by the state or country in which it operates; and operates primarily for the reception, care and palliative control of pain for terminally ill persons who have, as certified by a **Physician**, a life expectancy of not more than six (6) months.

**Hospital:** An institution which operates as a **Hospital** pursuant to law, and is licensed by the State or Country in which it operates; and operates primarily for the reception, care and treatment of sick or injured persons as **Inpatients**; and provides twenty-four (24) hour nursing service by **Registered Nurses** on duty or call; and has a staff of one or more **Physicians** available at all times; and provides organized facilities and equipment for diagnosis and treatment of acute

medical conditions on its premises; and is not primarily a rehabilitation facility, long-term care facility, **Extended Care Facility**, nursing, rest, **Custodial Care** or convalescent home, a place for the aged, drug addicts or abusers, alcoholics or runaways; or similar establishment.

**Hospitalized; Hospitalization:** Confined and/ or treated in a **Hospital** as an **Inpatient**.

**Host Country:** The country being visited by the **Insured Person**, or where the **Insured Person** resides temporarily. **Host Country** does not include the **Insured Person's Home Country**.

**Illness:** A sickness, disorder, pathology, abnormality, ailment, disease or any other medical, physical or health condition. **Illness** does not include learning disabilities, attitudinal disorders or disciplinary problems.

**Incidental Trip Home:** A period of time during which an **Insured Person** is covered for **Eligible Medical Expenses** incurred in his/her **Home Country** with respect to new **Injuries** or **Illnesses**. An **Incidental Trip Home** begins on the date and time the **Insured Person** first departs his/her **Host Country** to return to his/her **Home Country**, not including the **Insured Person's** final return trip to his/her **Home Country**. An **Incidental Trip Home** ends on the next date and time the **Insured Person** departs his/her **Home Country** to return to the **Host Country**.

**Injury:** Identifiable physical harm to the body caused by an **Accident** that requires medical treatment.

**Inpatient:** A patient who occupies a **Hospital** bed for more than twenty-four (24) hours for medical treatment and whose admission was recommended by a **Physician**.

**Insured Person:** An individual who meets the Eligibility requirements herein, and has completed the **Application** and been accepted for coverage hereunder.

**Insured Person's Application; Application:** The fully answered and signed (including electronic signatures) form that is submitted by or on behalf of the **Insured Person** for acceptance into the insurance provided under the Master Policy, submitted to the **Plan Administrator** and maintained on file with the **Plan Administrator**. Any insurance agent/ broker or other person or entity assigned to, soliciting, or assisting with the **Application** is the agent and representative of the applicant/**Insured Person** and is not and shall not be deemed or considered as an agent or representative for or on behalf of Underwriters or the **Plan Administrator**.

**Intensive Care Unit:** A Cardiac Care Unit or other unit or area of a **Hospital** that meets the required standards of the Joint Commission on Accreditation of Healthcare Organizations for Special Care Units.

**Interfacility Ambulance Transfer:** Movement of the patient locally from one licensed health care facility to another licensed health care facility via air or land ambulance.

**Investigational, Experimental or for Research Purposes:** Terms used to describe procedures, services or supplies that are by nature or composition, or are used or applied, in a way which

deviates from generally accepted standards of current medical practice.

**Lawful Permanent Resident(s) of the US; US Resident(s), Resident:** An individual who is not a citizen of the **US** who is living in the **US** under legally recognized and lawfully recorded permanent residence as an immigrant.

**Local Ambulance:** Transportation and accompanying treatment provided by licensed, qualified professional emergency personnel from the location of a covered **Accident, Injury** or acute **Illness** to a **Hospital** or other appropriate health care facility

**Master Policy Declaration:** The document that is attached to and forms a permanent part of the Master Policy.

**Master Policy Period:** The period of time beginning on the Effective Date and ending on the Termination Date indicated on the **Master Policy Declaration** attached hereto.

**Medically Necessary or Medical Necessity:** A service or supply which is necessary and appropriate for the diagnosis or treatment of an **Illness** or **Injury** based on generally accepted current medical practice as determined by Underwriters. A service or supply will not be considered **Medically Necessary** if it is provided only as a convenience to the **Insured Person** or **Medical Provider**, and/or is not appropriate for the **Insured Person's** diagnosis or symptoms, and/or exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment of an **Illness** or **Injury**.

**Medical Provider(s):** A **Hospital, Physician** or other person or organization which provides medical services and/or supplies.

**Mental Health Disorder(s):** A mental, nervous or emotional **Illness** which generally denotes an **Illness** of the brain with predominant behavioral symptoms; or an **Illness** of the mind or personality, evidenced by abnormal behavior; or a disorder of conduct evidenced by socially deviant behavior. **Mental Health Disorders** include, without limitation, those psychiatric **Illnesses** listed in the current edition of the International Classification of Diseases as published by the **US** Department of Health and Human Services and those psychiatric and other mental **Illnesses** listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association.

**Natural Disaster:** Widespread disruption of human lives by disasters such as flood, drought, tidal wave, fire, hurricane, earthquake, windstorm or other storm, landslide or other natural catastrophe or event resulting in immigration of human population for its safety. The occurrence must be a disaster that is due entirely to forces of nature and could not reasonably have been prevented.

**Newborn(s):** Infants under the age of thirty-one (31) days.

**Outpatient:** An **Insured Person** who receives **Medically Necessary** treatment by a **Physician** for **Injury** or **Illness** who is not admitted as an **Inpatient**, regardless of the hour the **Insured**

**Person** arrived to the **Hospital**, whether a bed was used or whether the **Insured Person** remained in the **Hospital** past midnight.

**Participating Organization:** An organization that has applied for and been accepted as a member of the **Assured**.

**Physician:** A Doctor of Medicine (MD), Doctor of Dental **Surgery** (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatry (DPM) ,a licensed Physical Therapist or Physiotherapist, a doctor of Psychiatry (Psy.D) and a doctor of Psychology (Ph.D). **Physician** also includes a Certified Nurse Practitioner (CNP), a Certified **Registered Nurse** Anesthetist (CRNA), Nurse Midwife or **Physician** Assistant (PA) under the direction of a medical doctor. **Physician** does not include a Doctor of Chiropractic (DC), a Doctor of Osteopathy (DO), or any other degree or designation. A **Physician** must be currently licensed by the jurisdiction in which the services are provided, and the services provided must be within the scope of that license. A **Physician** must be a person other than the **Insured Person**, the **Insured Person's Relative**, or one who ordinarily resides with the **Insured Person**.

**Plan Administrator:** The Plan Administrator for this insurance is Point Comfort Underwriters, Inc., 306 Prospect Street, Indianapolis, Indiana, 46225. As the Plan Administrator, Point Comfort Underwriters, Inc. acts solely as the disclosed and authorized agent and representative for and on behalf of Underwriters, and does not have, and shall not be deemed, considered or alleged to have any direct, indirect, joint, several, separate, individual or independent liability, responsibility or obligation of any kind under the Master Policy, including the **Master Policy Declaration** and any exhibits, schedules, and/ or endorsements attached hereto, or any **Certificates**, including **Certificate Declarations**, issued to **Insured Persons**, or to any other person or entity, including without limitation, any **Physician**, **Hospital** or **Medical Provider** or supplier.

**Pre-existing Condition:** Any (1) condition for which medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) was recommended or received during the twelve (12) months immediately preceding the **Certificate Effective Date**; (2) condition that had manifested itself in such a manner that would have caused a reasonably prudent person to seek medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) within the twelve (12) months immediately preceding the **Certificate Effective Date**; (3) **Injury, Illness**, sickness, disease, or other physical, medical, mental, or nervous condition, disorder or ailment (whether known or unknown) that, with reasonable medical certainty, existed at the time of the **Insured Person's Application** or within the twelve (12) months immediately preceding the **Certificate Effective Date**.

**Primary Insurance:** A group, individual or a government health plan (Medicaid, Medicare and V.A. health plans are considered **Primary Insurance**) that is the first payor of claims for an **Insured Person**, in effect prior to the Certificate Effective Date and in effect at the time of any claim hereunder. Such plans must have coverage limits of at least \$250,000 per incident or per year to be considered **Primary Insurance** for the purpose of determining the amount of benefits available with respect to an **Acute Onset of Pre-existing Condition**.

**Principal Residence:** The location, indicated on the **Insured Person's Application**, where the **Insured Person** ordinarily resides, not including locations in the **Host Country**. If more than one

location meets this criteria, the **Principal Residence** is the location that meets this criteria and is listed on the **Insured Person's Application**.

**Professional Athletics:** A sporting activity, including practice, preparation and actual sporting events, for any individual or organized team that is a member of a recognized professional sports organization, is a member of a playing league that is directly supported or sponsored by a professional team or professional sports organization, or has any athlete receiving for his or her participation any kind of payments or compensation, directly or indirectly, from a professional team or professional sports organization.

**Proof of Claim:** A completed and signed Claimant's Statement and Authorization form, together with any/ all required attachments, original itemized bills from **Physicians, Hospitals** and other **Medical Providers**, original receipts for any expenses which have already been paid by or on behalf of the **Insured Person**, and any other documentation that is deemed necessary by the Underwriters.

**Registered Nurse:** A graduate nurse who has been registered or licensed to practice by the local authority Board of Nurse Examiners or any other authority, and who is legally entitled to place the letters "RN" after his or her name.

**Relative(s):** Biological or stepparent or grandparent; biological or stepchild or grandchild; current spouse; biological or stepsibling; parent, children, or sibling in law; aunt, uncle or cousin; fiancé or betrothed individual.

**Routine Physical Exam(s):** Examination of the physical body by a **Physician** for preventative or informative purposes only, and not for the diagnosis or treatment of any condition.

**School Sport(s):** Participating in a sport or other athletic activity that is organized and/ or sanctioned by a school, involving regular or scheduled practices and/ or regular or scheduled games on behalf of a school or as part of various school programs. **School Sports** include interscholastic sports, intercollegiate sports and intramural sports.

**Sexually Transmitted Diseases:** Syphilis, gonorrhea, lymphogranuloma venereum, chancroid, granuloma inguinale, chlamydiosis, pelvic inflammatory disease, trichomoniasis, genital candidiasis, genital herpes, genital warts, amebiasis, viral hepatitis, scabies, crab lice, cervical dysplasia, and bacterial vaginitis.

**Student Health Center:** A medical facility operated by an educational institution for the care and treatment of its students, faculty and administration.

**Substance Abuse:** Alcohol, drug or chemical abuse, overuse or dependency.

**Surgery; Surgical Procedure:** An invasive diagnostic procedure, or the treatment of **Illness** or **Injury** by manual or instrumental operations performed by a **Physician** while the patient is under general or local anesthesia.

**Therapeutic Termination of Pregnancy:** Termination of **Pregnancy** for medical indications.

**Travel Warning; Emergency Travel Advisory:** Published statement or website document issued by the **US** Department of State, Bureau of Consular Affairs, Centers for Disease Control and Prevention, United Nations, World Health Organization or similar government or non-governmental agency of the **Insured Person's Home Country**, warning that travel to specified countries, regions or locations poses serious risks to safety and security or exposes the **Insured Person** to a greater likelihood of life-threatening risks, including, without limitation, **US** Department of State Travel advisory levels "3 – Reconsider travel" and "4 – Do not travel".

**United States; US:** The **United States** of America including all states, districts, territories and possessions.

**Urgent Care Center:** A stand-alone facility, or a facility located inside a **Hospital** that staffs **Physicians**. **Urgent Care Centers** provide medical services for **Injuries** and **Illnesses** that are not life-threatening. **Urgent Care Centers** have onsite x-ray equipment and provide treatment for more severe urgent care services, such as broken bones, burns and other non-emergent conditions that **Walk-in Clinics** are unable to treat.

**Usual, Reasonable and Customary:** A typical and reasonable amount of expenses for similar services, medicines or supplies within the area in which the charge is incurred, so long as those expenses are reasonable. What is defined as **Usual, Reasonable and Customary** charge following factors, without limitation: the amount charged by the provider, the amount charged by similar providers or providers in the same or similar locality, the amount paid by other payors for the same or comparable services, medicines or supplies in the same or similar locality, whether the services or supplies were unbundled or should have been included in the allowance of another service, the amount charged by other providers for the same or comparable services, medicines or supplies in other parts of the country, the cost to the provider of providing the service, medicine or supply, the level of skill, extent of training, and experience required to perform the procedure or service, the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services; the length of time required to perform the procedure or services as compared to national standards and/ or benchmarks, the severity or nature of the **Illness** or **Injury** being treated, and such other factors as Underwriters, in the reasonable exercise of discretion, determine are appropriate.

**Virtual Medicine Consultation:** An electronic encounter with a **Physician**.

**Walk-in Clinic:** A medical facility that provides medical services for minor **Injury** or **Illness**. The clinics are often found in or near retail establishments or pharmacies. The staff providing medical services are usually nurse practitioners and **Physician** assistants.