

ARBITRATION AND CLASS ACTION WAIVER

Excluding claims for injunctive or other equitable relief, any dispute or controversy between a Member and any of the MIS Group, Underwriters or their affiliates arising out of or relating to this Master Policy, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of this Master Policy, shall be resolved by final and binding arbitration pursuant to the Federal Arbitration Act and in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. Such claims shall be arbitrated on an individual basis only and the parties waive any right or authority for any claims to be resolved in a class, consolidated, representative, collective or private attorney general action or arbitration. The arbitration shall take place in [Houston, Texas] or at the option of the party seeking relief, by telephone, online, or via written submissions alone, and be administered by JAMS. The arbitral tribunal ("Tribunal") shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The arbitration shall be conducted in the English language. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to determine arbitrability of any disputes arising out of or relating to this Master Policy. Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney's fees, to the prevailing party. This agreement to arbitrate does not apply to claims Members may have for medical malpractice against their medical providers.

Members may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice ("Notice") to Tokio Marine HCC – MIS Group. The Notice must be postmarked no later than sixty (60) days after the last day of your certificate period. The Notice must be mailed to: HCC Insurance Holdings, 13403 NW Freeway, Houston, Texas 77040, to the attention of General Counsel. This procedure is the only mechanism by which you can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of this Master Policy, or any previous or future arbitration agreements that you have entered into with Tokio Marine HCC – MIS Group.

PRE-EXISTING MEDICAL CONDITIONS

Charges resulting directly or indirectly from any **pre-existing conditions** are excluded from this insurance during the first six (6) months of coverage, except charges resulting directly from an Acute Onset of Pre-existing Condition, an Emergency Medical Evacuation, or Repatriation of Remains, subject to the limits set forth in the Schedule of Benefits and Limits.

Pre-existing Condition means 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 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 12 months immediately preceding the certificate effective date;
- (3) **injury, illness**, sickness, disease, or other physical, medical, mental, or nervous conditions, disorder or ailment (whether known or unknown) that, with reasonable medical certainty, existed at the time of application or within the 12 months immediately preceding the certificate effective date.

ACUTE ONSET OF PRE-EXISTING CONDITION

YOU ARE COVERED:

1. Charges for a sudden and unexpected outbreak or recurrence of a **pre-existing condition(s)** which:
 - a. Occurs spontaneously and without advance warning either in the form of **physician** recommendations or symptoms; and
 - b. Is of short duration; and
 - c. Is rapidly progressive; and
 - d. Requires urgent care.

YOU ARE NOT COVERED unless **you** fulfill the following condition:

1. Treatment must be obtained within 24 hours of the sudden and unexpected outbreak or recurrence.

YOU ARE NOT COVERED IF:

1. The Acute Onset of a Pre-existing Condition(s) occurs before the certificate effective date; or
2. The pre-existing condition is a chronic or congenital condition or that gradually becomes worse over time; or
3. The charges are for known, scheduled, required, or expected medical care, drugs or treatments existent or necessary prior to the certificate effective date; or
4. Expenses arise directly or indirectly from anything in the General Exclusions.

MEDICAL & REPATRIATION EXPENSES

Subject to the limits set forth in the Schedule of Benefits and Limits, and subject to the conditions and restrictions contained in this provision, **we** will pay the following expenses incurred while this insurance is in effect.

MEDICAL EXPENSES

YOU ARE COVERED:

1. Charges made by a **hospital** for:
 - a. Daily room and board and nursing services not to exceed the average semi-private room rate; and
 - b. Daily room and board and nursing services in Intensive Care Unit; and
 - c. Use of operating, treatment or recovery room; and
 - d. Services and supplies which are routinely provided by the hospital to persons for use while inpatients; and
 - e. Emergency treatment of an **injury** or **illness**, even if **hospital** confinement is not required. However, charges for use of the emergency room itself within the U.S. will be subject to deductible as provided under the Schedule of Benefits and Limits.
2. **Surgery** at an **outpatient** surgical facility, including services and supplies.
3. Charges made by a **physician** for professional services, including **surgery**. Charges for an assistant surgeon are covered up to 20% of the **usual, reasonable and customary** charge of the primary surgeon, but standby availability will not be deemed to be a professional service and therefore is not covered hereunder.
4. Dressings, sutures, casts or other supplies which are **medically necessary** and administered by or under the supervision of a **physician**, but excluding nebulizers, oxygen tanks, diabetic supplies, supplies that are available over the counter or without prescriptions, and support or brace appliances.
5. Diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, intelligence, behavioral and educational testing are not included).
6. Artificial limbs, eyes or larynx, breast prosthesis or basic functional artificial limbs, but not the replacement or repair thereof.
7. Reconstructive **surgery** when the **surgery** is directly related to **surgery** which is covered hereunder.

8. For radiation therapy or treatment and chemotherapy.
9. Hemodialysis and the charges by the **hospital** for processing and administration of blood or blood components but not the cost of the actual blood or blood components.
10. Oxygen and other gasses and their administration by or under the supervision of a **physician**.
11. Anesthetics and their administration by a **physician**.
12. Drugs which require prescription by a **physician** for treatment of a covered **injury** or **illness**, but excluding drugs: prescribed for the treatment of diabetes, replacement of lost, stolen, damaged, expired or otherwise compromised drugs.
13. Care in a licensed **extended care facility** upon direct transfer from an acute care **hospital**.
14. **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.
15. Emergency local ambulance transport necessarily incurred in connection with **injury** or **illness** resulting in **inpatient** hospitalization.
16. Emergency dental treatment and dental **surgery** necessary to restore or replace sound natural teeth lost or damaged in an **accident** which was covered under this insurance.
17. Emergency dental treatment necessary to resolve **acute onset of pain**, provided treatment is obtained within 24 hours of the **acute onset of pain**.
18. **Medically necessary** rental of **durable medical equipment** (consisting of a standard basic hospital bed and or a standard basic wheelchair) up to the purchase prices.
19. Outpatient physical therapy if prescribed by a **physician** for treatment of a covered **injury** or **illness**.
20. Routine and **medically necessary** care of newborns as provided in the Schedule of Benefits, provided that the delivery of the newborn is covered hereunder.
21. Pre-natal care, delivery of newborn, and post-natal care related to a **covered pregnancy** which began after the effective date of coverage.
22. For treatment of **mental health disorders** including **drug abuse** and **alcohol abuse**.

YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

EMERGENCY MEDICAL EVACUATION

YOU ARE COVERED:

1. Emergency air transportation to a suitable airport nearest to the **hospital** where **you** will receive treatment; and
2. Emergency ground transportation necessarily preceding emergency air transportation; and from the destination airport to the **hospital** where **you** will receive treatment.

YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. The evacuation is recommended by the attending **physician** who certifies that it is **medically necessary** and that transportation by any other method would result in the loss of **your** life or limb; and
2. The evacuation is agreed upon by **you** or **your relative**; and
3. Travel arrangements, excluding Emergency Local Ambulance, are approved in advance and coordinated by **us**.

YOU ARE NOT COVERED IF:

1. The **illness** or **injury** giving rise to the expense is not covered under this insurance; or
2. **Medically necessary** treatment, services and supplies can be provided locally; or
3. If transportation by any other method would not result in the loss of **your** life or limb; or
4. The condition giving rise to the Emergency Medical Evacuation did not occur spontaneously and without advance warning, either in the form of **physician** recommendation or symptoms which would have caused a prudent person to seek medical attention prior to the onset of the emergency; or
5. Expenses are directly or indirectly from anything in the General Exclusions.

We will provide Emergency Medical Evacuation only to the nearest **hospital** that is qualified to provide the **medically necessary** treatment, services and supplies to prevent **your** loss of life or limb.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

Notwithstanding the foregoing, and if **you** are visiting the U.S., **we** will pay for expenses to return **you** to **your home country** if the attending **physician** and **our** medical consultant agree that transfer to **your home country** is more appropriate than transfer to the nearest qualified **hospital**.

REPATRIATION OF REMAINS

YOU ARE COVERED:

1. Air or ground transportation of bodily remains or ashes to the airport or ground transportation terminal nearest **your** principal residence; and
2. Reasonable costs of preparation of the remains necessary for transportation.

YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. The **illness** or **injury** giving rise to the expense are covered under this insurance; and
2. Travel arrangements are approved in advance and coordinated by **us**.

YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

We are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily remains incurred during the repatriation process or otherwise.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

EMERGENCY REUNION

YOU ARE COVERED:

1. The cost of an economy round-trip air or ground transportation ticket for one **relative** for transportation to the terminal serving the area where **you** are hospitalized or are to be hospitalized following Emergency Medical Evacuation; and
2. Reasonable expenses for lodging and meals for the **relative**, which are incurred in the area where **you** are hospitalized for a period not to exceed 15 days.

YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. **You** have a covered Emergency Medical Evacuation; or
2. **You** are hospitalized as an **inpatient** for at least five days due to a life-threatening covered condition. Emergency Reunion benefits not related to an Emergency Medical Evacuation will be paid only following the end of the minimum five day **inpatient** stay.

YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

ACCIDENTAL DEATH AND DISMEMBERMENT

YOU ARE COVERED:

1. Death – **we** will pay the amount indicated in the Schedule of Benefits to the **beneficiary**; or

2. Loss of 2 or more Limbs or eyes – **we** will pay **you** the amount indicated in the Schedule of Benefits; or
3. Loss of 1 Limb or eye – **we** will pay **you** one-half of the amount indicated in the Schedule of Benefits.

YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. The **accident** giving rise to the Accidental Death or Dismemberment must be covered under this insurance; and
2. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by **illness** or disease.

YOU ARE NOT COVERED IF:

1. Accidents or loss caused by or contributed to by any of the following:
 - a. Terrorism, war or act of war, whether declared or undeclared;
 - b. **Your** participation in a riot, insurrection or violent disorder;
 - c. **Your** service in the armed forces of any country;
 - d. Suicide or attempted suicide or self-inflicted **injury**, while sane or insane;
 - e. The voluntary use of any chemical compound, poison or drug, unless used according to the directions of a **physician**;
 - f. Committing or attempting to commit a felony;
 - g. Sickness, **mental health disorder**, or pregnancy;
 - h. As the result of intoxication as defined by the laws of the jurisdiction in which the **accident** occurred, whether directly or indirectly;
 - i. Myocardial infarction or cerebrovascular accident (CVA / Stroke);
 - j. Infection, except infection through a wound caused solely by an **accident**;
 - k. **Injury** while riding, boarding, or alighting from an aircraft if **you** were operating the aircraft, learning to operate the aircraft, serving as a member of the aircraft crew, or if the aircraft was being used for any purpose other than passenger transportation; or
 - l. Medical or surgical treatment for any of the above.
 - m. Any non-covered sports activities.
2. Expenses arise directly or indirectly from anything in the General Exclusions.

Accidental Death means a sudden, unintentional and unexpected occurrence caused solely by external, visible means resulting in physical **injury** to **you** and **your** subsequent death. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by **illness** or disease.

Accidental Dismemberment means a sudden, unintentional and unexpected occurrence caused solely by external, visible means and resulting in complete severance from the body of one or more limbs or eyes and not contributed to by illness or disease. For purposes of the Accidental Death and Dismemberment benefit, 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 mean: complete, permanent, irrevocable loss of sight.

Beneficiary means the individual named in **your** application to be the recipient of any accidental death benefit.

SPORTS AND ACTIVITIES

A. INTERCOLLEGIATE, INTERSCHOLASTIC, INTRAMURAL, OR CLUB SPORTS

YOU ARE COVERED:

1. Subject to the limit set forth in the Schedule of Benefits and Limits, **you** are covered for a new injury or illness sustained while covered under this policy and taking part in sanctioned intercollegiate, interscholastic, intramural, or club sports.

YOU ARE NOT COVERED IF:

1. The sports or athletics are not sanctioned by **your** school; or
2. The activity is performed in a professional capacity or for any wage, reward, or profit; or
3. The injury or illness is sustained while **you** are not actively covered hereunder; or
4. Expenses arise directly or indirectly from anything mentioned in the General Exclusions.

B. LEISURE, RECREATIONAL, ENTERTAINMENT, OR FITNESS SPORTS & ACTIVITIES

YOU ARE COVERED:

1. Subject to the overall maximum limit, **you** are covered for injury or illness sustained while taking part in sports and activities, unless it is excluded below.

You must ensure the activity is adequately supervised and that appropriate safety equipment (such as protective headwear, life jackets etc.) are worn at all times.

YOU ARE NOT COVERED IF:

1. The sports or athletics involve regular or scheduled practice and/or games; or
 2. The activity is performed in a professional capacity or for any wage, reward, or profit; or
 3. Expenses arise directly or indirectly from anything mentioned in the General Exclusions; or
 4. Any of the excluded items listed below:
 - Aviation (except when traveling solely as a passenger in a commercial aircraft)
 - Base Jumping
 - BMX freestyle
 - Bungee Jumping
 - Free-Diving
 - Hang-Gliding
 - Jet Skiing
 - Mountaineering where a reasonably prudent person would use ropes or guides or at elevations of 4,500 meters or higher
 - Parachuting
 - Racing by any Animal, Motorized Vehicle, or BMX
 - Skateboarding
 - Sky Diving
 - Sky Surfing
 - Snow Skiing and Snowboarding, except recreational downhill and/or cross-country snow skiing or snowboarding (no cover provided while skiing away from prepared and marked in-bound territories and/or against the advice of the local ski school or local authoritative body)
 - Spelunking
 - Sub Aqua Pursuits involving underwater breathing apparatus unless accompanied by a certified instructor at depths less than 10 meters, or PADI/NAUI certified
 - Surfing
 - Whitewater Kayaking and Rafting
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TERRORISM

YOU ARE COVERED:

1. Eligible Medical Expenses for treatment of **injuries** and **illnesses** resulting from an Act of Terrorism, up to the limit set forth in the Schedule of Benefits and Limits, provided all of the following conditions are met.

YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. The **injury** or **illness** does not result from the use of any biological, chemical, **cyber**, radioactive or nuclear agent, material, device or weapon;
2. **You** have no direct or indirect involvement in the Act of Terrorism;
3. The Act of Terrorism is not in a country or location where the U.S. Department of State has issued a level 3 or level 4 travel advisory that has been in effect within the 6 months immediately prior to **your** date of arrival; and
4. **You** have not failed to depart a country or location within 10 days following the date a level 3 or level 4 travel advisory for that country or location is issued by the United States government.

YOU ARE NOT COVERED IF:

1. Loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense:
 - a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - b. The use of any biological, chemical, **cyber**, radioactive or nuclear agent, material, device or weapon; however, this exclusion shall not apply where **you** are exposed to nuclear radioactive and/or radioactive material for the purpose of medical treatment;
 - c. Any Act of Terrorism, not specifically covered above;
 - d. Coverage for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) or (c) above; or
 - e. Expenses arise directly or indirectly from anything mentioned in the General Exclusions.

For the purpose of this insurance, an "Act of Terrorism" means an act, including but not limited to, 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.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **you**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Cyber means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system.

GENERAL EXCLUSIONS

Excluded Conditions, Treatments (includes Diagnoses, Tests, and Examinations), Services, Supplies, Acts, Omissions, and/or Events:

1. **Pre-existing Conditions** during the first six (6) months of coverage, except charges resulting directly from an Acute Onset of Pre-existing Condition, an Emergency Medical Evacuation, or Repatriation of Remains.

2. Congenital illnesses.
3. Immunizations, routine physical exams, and other diagnostic labs, x-rays, and procedures for screening or preventative purposes.
4. Dental treatment and treatment of the temporomandibular joint, except for emergency dental treatment necessary to replace sound natural teeth lost or damaged in an accident covered hereunder or for the emergency relief of acute onset of pain.
5. **Mental health disorders** if treatment is obtained at a **student health center**.
6. Physical therapy if treatment is obtained at a **student health center**.
7. Chiropractic treatment, unless ordered in advance by a **physician** for **medically necessary** treatment related to a covered **injury** or **illness**, and not obtained at a **student health center**.
8. Routine pre-natal care, pregnancy, childbirth, post-natal care, and nursery care of a newborn, unless directly related to a **covered pregnancy**.
9. Elective termination of pregnancy.
10. Promotion or prevention of conception including but not limited to: artificial insemination, treatment for infertility, sterilization or reversal of sterilization.
11. All **sexually transmitted diseases** and conditions.
12. HIV, AIDS, or ARC, and all diseases caused by and/or related to HIV.
13. Organ or tissue transplants or related services.
14. **Injury** sustained that is due wholly or partially to the effects of intoxication or drugs other than drugs taken in accordance with treatment prescribed by a **physician** and except drugs prescribed for the treatment of **substance abuse**.
15. Voluntarily using any drug, narcotic or controlled substance, unless as prescribed by a **physician**.
16. Charges resulting from or occurring during the commission of a violation of law, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
17. Eye **surgery**, such as corrective refractory **surgery**, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.
18. Corrective devices and medical appliances, including eyeglasses, contact lenses, hearing aids, hearing implants, eye refraction, visual therapy, and any examination or fitting related to these devices, dentures or dental appliances, and all vision and hearing tests and examinations.
19. Orthoptics and visual eye training.
20. Orthopedic shoes, orthopedic prescription devices to be attached to or placed in shoes, treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions, and treatment of corns, calluses or toenails.
21. Hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed.
22. Acne, moles, skin tags, diseases of sebaceous glands, seborrhea, sebaceous cyst, hypertrophic and atrophic conditions of skin, nevus.
23. Sleep apnea or other sleep disorders.
24. Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy, holistic care of any nature, massage and kinesiotherapy.
25. Psychometric, intelligence, competency, behavioral and educational testing.
26. While confined primarily to receive **custodial care**, educational or rehabilitative care, or any medical treatment in any establishment for the care of the aged, except rehabilitative care received upon direct transfer from an acute care **hospital**.
27. Cosmetic or aesthetic reasons, except for reconstructive **surgery** when such **surgery** is directly related to and follows a **surgery** which was covered hereunder.
28. Modifications of the physical body intended to improve the psychological, mental or emotional well-being, including but not limited to sex-change **surgery**.
29. Obesity or weight modification, including but not limited to wiring of the teeth and all forms of intestinal bypass **surgery**.
30. Exercise programs, whether or not prescribed or recommended by a **physician**.
31. Incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).

32. Charges resulting from a disease outbreak in a country or location for which the U.S. Centers for Disease Control and Prevention (CDC) has issued a Level 3 Travel Warning if a) the warning has been in effect within the 6 months immediately prior to **your** date of arrival, or b) within 10 days following the date the warning is issued **you** have failed to depart the country or location.
 33. **Investigational, experimental or for research** purposes.
 34. Complications or consequences of a treatment or condition not covered hereunder.
 35. Incurred outside **your certificate period**.
 36. Submitted to **us** for payment more than 60 days after the last day of the **certificate period**.
 37. Exceeding **usual, reasonable and customary**.
 38. Not **medically necessary**.
 39. Not administered by or ordered by a **physician**.
 40. Provided by a **relative**, family member or any person who ordinarily resides with **you**.
 41. Provided at no cost to **you**.
 42. Telephone consultations or failure to keep a scheduled appointment.
 43. When departure from the **home country** is to obtain treatment in the destination country/countries.
 44. Travel or accommodations, except as provided for in the Local Ambulance, Emergency Medical Evacuation, Repatriation of Remains, and Emergency Reunion sections of this insurance.
 45. Payable under any government system, including the Australian Medicare system.
 46. War, military action or while on duty as a member of a police or military force unit.
 47. Not included as Eligible Expenses as described herein.
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DEFINITIONS

Accident means a sudden, unintentional and unexpected occurrence caused by external, visible means and resulting in physical **injury** to **you**. The cause or one of the causes of such **accident** is external to **your** own body and occurs beyond **your** control.

Accidental Death means a sudden, unintentional and unexpected occurrence caused solely by external, visible means resulting in physical **injury** to **you** and **your** subsequent death. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by **illness** or disease.

Accidental Dismemberment means a sudden, unintentional and unexpected occurrence caused solely by external, visible means and resulting in complete severance from the body of one or more limbs or eyes and not contributed to by illness or disease. For purposes of the Accidental Death and Dismemberment benefit, 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 mean: complete, permanent, irrevocable loss of sight.

Acute Onset of Pain (Emergency Dental) means a sudden and unexpected occurrence of pain which occurs spontaneously and without advance warning, either in the form of **physician** or dentist recommendation or symptoms, including pain, which would have caused a prudent person to seek medical or dental attention prior to the onset of pain. Treatment must be obtained within 24 hours of the sudden and unexpected occurrence of pain.

Acute Onset of Pre-existing Condition means a sudden and unexpected outbreak or recurrence of a **pre-existing condition(s)** which occurs spontaneously and without advance warning either in the form of **physician** recommendations or symptoms, is of short duration, is rapidly progressive, and requires urgent care. The Acute Onset of a Pre-existing Condition(s) must occur after the certificate effective date. Treatment must be obtained within 24 hours of the sudden and unexpected outbreak or recurrence. A **pre-existing condition** that is a chronic or congenital condition or that gradually becomes worse over time will not be considered Acute Onset. This benefit does not include coverage for known, scheduled, required, or expected medical care, drugs or treatments existent or necessary prior to the certificate effective date.

Alcohol Abuse means any pattern of pathological use of alcohol that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

Beneficiary means the individual named in **your** application to be the recipient of any Accidental Death or Common Carrier Accidental Death benefit. If **you** do not designate a **beneficiary** on the application, the **beneficiary** is automatically as follows:

Members age 18 or older: 1. Spouse (if any), 2. Children (if any) equally, 3. **Your** estate.

Members under age 18: 1. Custodial Parent(s) (if any), 2. Siblings (if any) equally, 3. **Your** estate.

Certificate means the document issued to **you** that provides evidence of benefits payable under the Master Policy.

Certificate Period means the period of time beginning on the date and time of the **certificate effective date** and ending on the date and time of the **certificate termination date**, up to 364 days, after which a new certificate period will begin.

Coinsurance means **your** payment of eligible expenses at the percentage specified in the Schedule of Benefits and Limits.

Covered Pregnancy means a pregnancy which began after the effective date of coverage.

Crisis Response Fees and Expenses means all fees and expenses of Unity Resources Group related to **your kidnapping** or **express kidnapping**.

Custodial Care means that type of care or service, wherever furnished and by whatever name called, that is designed primarily to assist **you** in performing the activities of daily living. Custodial care also includes non-acute care for the comatose, semi-comatose, paralyzed or mentally incompetent patients.

Cyber means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system.

Deductible means the dollar amount of eligible expenses, specified in the Schedule of Benefits and Limits that **you** must pay per **certificate period** before eligible expenses are paid.

Dental Treatment means the care of teeth, gums or bones supporting the teeth, including dentures and preparation for dentures.

Drug Abuse means any pattern of pathological use of a drug that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

Durable Medical Equipment means a standard basic hospital bed and/or a standard basic wheelchair.

Educational or Rehabilitative Care means 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.

Emergency means a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing **your** life or limb in danger if medical attention is not provided within 24 hours.

Express Kidnapping means the actual or attempted abduction and holding of **you** against **your** will where **your personal belongings** and/or readily available assets are surrendered by **you** in exchange for **your** release.

Extended Care Facility means an institution, or a distinct part of an institution, which is licensed as a **hospital**, **extended care facility** or rehabilitation facility by the state in which it operates; and is regularly engaged in providing 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.

Full-time Scholar means an individual who is affiliated with an educational institution and is engaging in educational activities for at least 30 hours per week. These activities may include but not be limited to performing research in an area of specialty or teaching for a temporary period of time.

Full-time Student means a student at a college or university who is taking 10 credit hours (undergraduate students) or 6 credit hours (graduate students). Full-time student status for individuals enrolled at colleges or universities that do not use a credit hour system must provide documentation of full-time student status.

Home Country means, for U.S. Citizens, the United States of America, regardless of the location of **your** principal residence. For non-U.S. Citizens, **home country** is the country where **you** principally reside and receive regular mail.

Home Health Care Agency means 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 by a **physician**.

Home Nursing Care means 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**.

Hospital means 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 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, alcoholics or runaways; or similar establishment.

Host Country means the country, other than the **home country**, in which **you** will engage in educational pursuits. For legal residents and citizens of the U.S., the host country must be outside the U.S., including the U.S. Virgin Islands, Puerto Rico, Guam, American Samoa, and the Northern Mariana Islands.

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

Injury means an unexpected and unforeseen harm to the body caused by an accident that requires medical treatment.

Inpatient means a person who is an overnight resident patient of a **hospital**, using and being charged for room and board, **or** a patient held for observation in a hospital for at least 12 hours.

Insured Losses means covered losses and expenses consisting of the following: **ransom, personal belongings**, and/or **crisis response fees and expenses**.

Intensive Care Unit means a cardiac care unit or other unit or area of a **hospital** that meets the required standards of the Joint Commission on Accreditation of Hospitals for Special Care Units.

Investigational, Experimental or for Research Purposes means 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.

Kidnapping means the actual, alleged, or attempted abduction and holding of **you** against **your** will by a person or persons who demand a **ransom** specifically from **your** assets in exchange for **your** release.

Medically Necessary means 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 **us**. A service or supply will not be considered **medically necessary** if is provided only as a convenience to **you** or the provider, and/or is not appropriate for **your** 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**.

Member means an individual who is covered under this insurance.

Mental Health Disorder means a mental or emotional disease or disorder which generally denotes a disease of the brain with predominant behavioral symptoms; or a disease of the mind or personality, evidenced by abnormal behavior; or a disorder of conduct evidenced by socially deviant behavior. Mental health disorders

include: psychosis, depression, schizophrenia, bipolar affective disorder, and those psychiatric illnesses listed in the current edition of the diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association.

Outpatient means a **member** who receives **medically necessary** treatment by a **physician** for **injury** or **illness** that does not require overnight stay in a **hospital**.

Personal Belongings means monies and/or property of monetary value that are:

1. Being carried or transported by **you** when an **express kidnapping** or **kidnapping** first occurs; and
2. Are surrendered during the course of an **express kidnapping** or **kidnapping**.

Physician means a Doctor of Medicine (MD), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatry (DPM), Doctor of Osteopathy (DO), a licensed Physical Therapist or Physiotherapist, and a Doctor of Psychiatry (Psy.D) and a Doctor of Psychology (Ph.D.). Physician also includes a Certified Nurse Practitioner (CNP), Certified Registered Nurse Anesthetist (CRNA), Nurse Midwife or a Physician Assistant (PA) under the direction of a medical doctor. A physician must be currently licensed by the jurisdiction in which the services are provided, and the services must be within the scope of that license and covered under this Master Policy.

Ransom means monies and/or other consideration of monetary value that are surrendered or to be surrendered by **you** or on **your** behalf to meet an **express kidnapping** or **kidnapping** demand.

Relative means biological or step parent current spouse, biological or stepsiblings, or child or stepchild, age 18 or older.

Routine Physical Exam means an examination of the physical body by a **physician** for preventative or informative purposes only, and not for the diagnosis or treatment of any condition. Routine physical exam also includes diagnostic labs, x-rays, and other procedures for screening, preventative, or informative purposes.

Sexually Transmitted Diseases means diseases including but not limited to syphilis, gonorrhea, chlamydia, trichomoniasis, genital herpes, and Human Papillomavirus (HPV).

Student Health Center means a medical facility of an educational institution that provides basic health services for students for a minimum of 10 hours per week during the school semester. Basic services must include staffing by a licensed medical provider (MD, CNP, or RN) for the purpose of assessment and treatment of minor **illnesses** and **injuries** and/or referral to another medical provider.

Substance Abuse means alcohol, drug or chemical abuse, overuse or dependency.

Surgery or Surgical Procedure means 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 means willful termination of pregnancy determined to be **medically necessary** for the wellbeing of the mother.

Usual, Reasonable and Customary means the lesser of the following:

1. One and a half times (150%) of the charges payable under the United States Medicare program, for claims incurred outside the PPO network within the U.S., or
2. Most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are reasonable. What is defined as **usual, reasonable and customary** charges will be determined by **us**. In determining whether a charge is **usual, reasonable and customary**, **we** may consider one or more of the following factors: 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 severity or nature of the **illness** or **injury** being treated; the amount charged for the same or comparable services, medicines or supplies in the locality; the amount charged 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; such other factors **we**, in the reasonable exercise of discretion, determine are appropriate.

You/Your means each insured person named in the **certificate**.

We/Us/Our means Tokio Marine HCC - Medical Insurance Services Group.

OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT RIDER

Subject to the Limits set in the Schedule of Benefits and subject to the conditions and restrictions contained in this policy, **we** will pay the following Optional Accidental Death and Dismemberment benefit if elected by **you** and subject to the payment of premium and restrictions outlined below.

Optional Accidental Death is defined as: A sudden, unintentional and unexpected occurrence caused solely by external, visible means resulting in **your** physical injury and subsequent death. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by **illness** or disease.

Optional Accidental Dismemberment is defined as: A sudden, unintentional and unexpected occurrence caused solely by external, visible means and resulting in complete severance from the body of one or more limbs or eyes and not contributed to by **illness** or disease. For purposes of the Accidental Death and Dismemberment benefit 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 mean: complete, permanent, irrevocable loss of sight.

YOU ARE COVERED:

1. Death – **we** will pay the amount indicated in the Schedule of Benefits to the **beneficiary**; or
2. Loss of 2 or more Limbs or eyes – **we** will pay **you** the amount indicated in the Schedule of Benefits; or
3. Loss of 1 Limb or eye – **we** will pay **you** one-half of the amount indicated in the Schedule of Benefits.

YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. The **accident** giving rise to the Optional Accidental Death or Dismemberment must be covered under this insurance; and
2. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by **illness** or disease.

YOU ARE NOT COVERED IF:

1. Accidents or loss caused by or contributed to by any of the following:
 - a. Terrorism, war or act of war, whether declared or undeclared;
 - b. **Your** participation in a riot, insurrection or violent disorder;
 - c. **Your** service in the armed forces of any country;
 - d. Suicide or attempted suicide or self-inflicted **injury**, while sane or insane;
 - e. The voluntary use of any chemical compound, poison or drug, unless used according to the directions of a **physician**;
 - f. Committing or attempting to commit a felony;
 - g. Sickness, **mental health disorder**, or pregnancy;
 - h. As the result of intoxication as defined by the laws of the jurisdiction in which the **accident** occurred of **you**, whether directly or indirectly;
 - i. Myocardial infarction or cerebrovascular **accident** (CVA / Stroke);
 - j. Infection, except infection through a wound caused solely by an **accident**;
 - k. **Injury** while riding, boarding, or alighting from an aircraft if **you** were operating the aircraft, learning to operate the aircraft, serving as a member of the aircraft crew, or if the aircraft was being used for any purpose other than passenger transportation;
 - l. Medical or surgical treatment for any of the above; or
 - m. Any non-covered sports activities
2. Anything mentioned in the General Exclusions.

In no event will **our** payment under this benefit total more than the principal sum.

All other provisions of the Master Policy remain unchanged.

OPTIONAL CRISIS RESPONSE BENEFIT RIDER

Subject to the Limits set forth in the Schedule of Benefits and subject to the conditions and restrictions contained in this policy, **we** will pay the following Optional Crisis Response benefit if elected by **you** and subject to the payment of premium and restrictions outlined below.

YOU ARE COVERED:

1. **Ransom**; and/or
2. **Crisis Response Fees and Expenses**; and/or
3. **Personal Belongings**

YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. Notification: Before surrendering a **ransom**, the person authorizing the surrender shall have notified or made every reasonable attempt to notify:
 - a. The Federal Bureau of Investigation or local law enforcement agencies as soon as practicable bearing in mind the safety of the person(s) held or threatened; and
 - b. Unity Resources Group via **us**.
2. The surrender of a ransom must not be:
 - a. Carried by, transported by or otherwise in **your** possession at the time that an **express kidnapping** or **kidnapping** first occurs; or
 - b. At the location where an **express kidnapping** or **kidnapping** first occurs, unless brought to such location for the sole purpose of conveying a previously communicated **ransom** demand.
3. Confidentiality: **You** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.

YOU ARE NOT COVERED IF:

1. Any **kidnapping** or **express kidnapping** first occurs in Iraq, Afghanistan, Pakistan, Nigeria, Somalia, Venezuela or any country for which we are prohibited from transaction due to sanctions by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC).
2. Any **express kidnapping** or **kidnapping** is a result of fraudulent, dishonest or criminal act(s) by **you** or an authorized representative (whether acting alone or in collusion with others) unless the person authorizing the **ransom** payment had, prior to payment, made every reasonable attempt to determine that the **ransom** demand or threat was genuine.
3. Expenses arise directly or indirectly from anything in the General Exclusions.

Limits of Liability:

1. **Certificate Period Aggregate**: **Our** total liability for all **insured losses** shall not exceed the certificate period aggregate set forth herein.
2. In the event that **you** are covered by two or more policies issued by **us** covering **insured losses** arising from a **kidnapping** or **express kidnapping**, it is agreed that **our** aggregate liability for **insured losses** sustained by **you** shall not be cumulative and shall in no event exceed the largest amount available under any one of the policies

Valuation: **We** shall not be liable for more than the actual cash value of any consideration at the time of its surrender. If **insured losses** involve currency other than that of the United States of America, **we** shall not be liable for more than the United States Dollar equivalent of foreign currency based on the rate of exchange in the Wall Street Journal in effect on the day the monies are surrendered and/or expense incurred.

Crisis Response Fees and Expenses means all fees and expenses of Unity Resources Group related to **your kidnapping** or **express kidnapping**.

Express Kidnapping means the actual or attempted abduction and holding of **you** against **your** will where **your personal belongings** and/or readily available assets are surrendered by **you** in exchange for **your** release.

Kidnapping means the actual, alleged, or attempted abduction and holding of **you** against **your** will by a person or persons who demand a **ransom** specifically from **your** assets in exchange for **your** release.

Insured Losses means covered losses and expenses consisting of the following: **ransom, personal belongings, and/or crisis response fees and expenses.**

Personal Belongings means monies and/or property of monetary value that are:

1. Being carried or transported by **you** when an **express kidnapping** or **kidnapping** first occurs; and
2. Are surrendered during the course of an **express kidnapping** or **kidnapping**.

Ransom means monies and/or other consideration of monetary value that are surrendered or to be surrendered by **you** or on **your** behalf to meet an **express kidnapping** or **kidnapping** demand.

All other provisions of the Master Policy remain unchanged.

SPECIMEN