

Master Policy # STZ11012019 Effective: November 1, 2019 Issued to: The Triptime Insurance Trust

Plan Administrator: Point Comfort Underwriters, Inc. 306 Prospect Street, #100 Indianapolis, IN 46225 USA

## Master Policy Number: STZ11012019

### This Declaration is a part of the Master Policy

Assured: The Triptime Insurance Trust c/o International Management Services Ltd. solely in it's capacity as trustee of The Triptime Insurance Trust at Harbour Centre, P.O. Box 61 Georgetown, Grand Cayman, KY1-1102 Cayman Islands

Master Policy Period: Effective Date: November 1, 2019 Termination Date : October 31, 2020

Rates: As indicated on Exhibit A attachedhereto.

Plan Administrator: Point Comfort Underwriters, Inc.

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## Master Policy

Plan Administrator: Point Comfort Underwriters, Inc. 306 Prospect Street, #100 Indianapolis, IN 46225 USA

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**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 this Master policy. This is a 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.

Certain Underwriters at Lloyd's, London ("Underwriters") will provide the benefits described in this Master Policy in consideration of the **Master Policy Application**, and the accuracy and truthfulness of each **Insured Person's Application** and payment of premium.

**Point Comfort Underwriters, Inc.** act as agent for the Underwriters pursuant to an authority granted under Binding Authority Agreement UMR: B1921YA000310S, and have been appointed by Underwriters as the **Plan Administrator**. All communications, payments and notices required under this Master Policy shall be transmitted through the **Plan Administrator** and receipt of same by the **Plan Administrator** shall be considered receipt by Underwriters.

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

# PART I. MASTER POLICY PERIOD, RENEWAL AND TERMINATION

A. <u>Master Policy Period</u>: The Master Policy Period is the period of time beginning on the Effective Date and ending on the Termination Date indicated on the Master Policy Declaration attached hereto.
B. <u>Renewal</u>: This Master Policy may be renewed for subsequent periods, subject to agreement of Underwriters and the Assured.

C. <u>Termination</u>: This Master Policy may be terminated by either the **Assured** or Underwriters by giving not less than ninety (90) days advance written notice to the other party. In the event this Master Policy is terminated at any time, or is not renewed at any or is not renewed at any anniversary, coverage with respect to **Certificates** issued prior to termination shall remain in full force and effect until their natural expirations, which shall not be longer than eighteen (18) months following the date cancellation or non-

renewal of this Master Policy takes effect.

# PART II – COVERAGE PROVISIONS

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

1. be at least fifteen (15) 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 a **Full-time Student** or **Full-time Scholar** at an **Educational Institution** or within thirty-one (31) days of becoming such

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
- 8. must hold a valid education related Visa if required.

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. **Dependent** Eligibility – In order to be eligible for coverage and become and **Insured Person** under this Master Policy as a **Dependent**, the following requirements must be met:

## 1. Dependent Spouse

a. be at least eighteen years of age and not yet 65 years of age

b. must complete, sign and submit an **Application** as the **Dependent Spouse** (or be listed thereon by proxy)

- c. pay the required premium on or before the Certificate Effective Date
- d. receive written acceptance of his/her Application
- e. must reside with the Student or Scholar
- f. must accompany the Student or Scholar to the Host Country
- g. must hold a valid Visa, if required.

# 2. Dependent Child(ren)

a. be at least fourteen (14) days old and not yet 18 years of age

b. must complete, sign and submit an **Application** as the **Dependent Child(ren)** (or be listed thereon by proxy)

c. pay the required premium on or before the Certificate Effective Date

d. receive written acceptance of his/her Application

e. reside with the **Student** or **Scholar** and have resided with the **Student** or **Scholar** for at least the six (6) months immediately preceding the **Certificate Effective Date** 

- f. must accompany the Student or Scholar to the Host Country
- g. must be unmarried
- h. must hold a valid Visa, if required.

C. <u>Certificate Period</u> - The Certificate Period is the period of time beginning on the Certificate Effective Date and ending on the Certificate Termination Date.

D. <u>Certificate Effective Date</u> – 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/her Home Country.

The Certificate Effective Date for Dependents is simultaneous with the Student or Scholar. Dependents acquired after the Student or Scholar's Certificate Effective Date are not eligible for coverage hereunder.

E. <u>Certificate Termination Date</u> – Coverage under this insurance ends on the earlier of the following:

1. the Certificate Termination Date; or

2. the moment the **Insured Person** returns to his/her **Home Country** (except as provided under F. **Incidental Trip Home**); 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 Part II, A or B herein; or

5. 11:59 PM Local Standard Time (location of **Insured Person**) on the date the **Insured Person** is in their **Home Country** and has exceeded the permitted length of time for any **Incidental Trip Home** as set forth in Part II, F. **Incidental Trip Home**; or

6. the date and time the Master Policy is terminated in accordance with the PERIOD, RENEWAL AND CANCELLATION provision contained herein; or

7. the date and time specified by Underwriters in accordance with Part IX, General Conditions and Conditions Precedent, P. Right of Recovery, Q. Duty of Fair Presentation or R. Fraudulant Claims; or

8. the date Underwriters, at their sole option, elect to cancel all **Insured Persons** of the same sex, age, class or geographic location as the **Insured Person**, provided Underwriters give not less than thirty (30) days advance written notice to the **Insured Person**'s last known mailing address.

F. <u>Incidental Trip Home</u> – For each ninety (90) day period of coverage hereunder beginning on the **Certificate Effective Date**, the **Insured Person** is covered for **Eligible Medical Expenses** only for one **Incidental Trip Home** of up to a maximum of fourteen (14) days, provided that:

1. the **Insured Person** has departed his or her **Home Country** prior to any **Incidental Trip Home**; and

2. the **Insured Person** has paid all premiums due and has at least thirty-one (31) days of coverage remaining as of the last day of any **Incidental Trip Home**; and

3. the Insured Person returns to his or her Host Country after the Incidental Trip Home.

The first day of an **Incidental Trip Home** is the day the **Insured Person** arrives in their **Home Country**. The last day of an **Incidental Trip Home** is the day the **Insured Person** departs their **Home Country**. Any **Incidental Trip Home** days that are unused during any ninety (90) day period do not accumulate or carry forward to another ninety (90) day period. If the **Insured Person** uses more than fourteen (14) days of **Incidental Trip Home c**overage during any ninety (90) day period, all coverage hereunder automatically terminates at 12:01 AM Local Standard Time (location of **Insured Person**) on the 15th day.

G. 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.

# PART III – SCHEDULE OF BENEFITS AND LIMITS

| ELIGIBLE MEDICAL EXPENSES            |                            |                             |                             |  |  |
|--------------------------------------|----------------------------|-----------------------------|-----------------------------|--|--|
| Benefit                              | Plan A(Study Hall) –       | Plan B(Extra Credit) –      | Plan C (Honor Roll)–        |  |  |
|                                      | Limits                     | Limits                      | Limits                      |  |  |
| Maximum Benefit – Per I <b>njury</b> | <b>Student</b> - \$100,000 | <b>Student -</b> \$250,000  | <b>Student</b> - \$500,000  |  |  |
| or Illness, per Insured Person       |                            | Dependent -                 | Dependent -                 |  |  |
| per Certificate                      | \$100,000                  | \$100,000                   | \$100,000                   |  |  |
| Period                               |                            |                             |                             |  |  |
|                                      |                            |                             |                             |  |  |
| Deductible                           | Emergency Room             | Emergency Room              | Emergency Room              |  |  |
|                                      | treatment - \$500          | treatment - \$250           | treatment - \$250           |  |  |
|                                      | All other Eligible         | All other Eligible          | All other Eligible          |  |  |
|                                      | Medical Expenses           | Medical Expenses            | Medical Expenses            |  |  |
|                                      | - \$200                    | - \$100                     | - \$0.00                    |  |  |
| Coinsurance for claims               | Plan pays 80% to           | Plan pays 80% to            | Plan pays 80% to            |  |  |
| incurred in Network                  | \$25,000; 100%             | \$10,000; 100%              | \$5,000; 100%               |  |  |
|                                      | thereafter                 | thereafter                  | thereafter                  |  |  |
| Coinsurance for claims               | Plan pays 60%              | Plan pays 75%               | Plan pays 80% to            |  |  |
| incurred out of Network              |                            |                             | \$25,000; 100%              |  |  |
|                                      |                            |                             | thereafter                  |  |  |
| Coinsurance for claims               | Plan pays 100%             | Plan pays 100%              | Plan pays 100%              |  |  |
| incurred outside the US or           |                            |                             |                             |  |  |
| Canada                               |                            |                             |                             |  |  |
| <b>Outpatient</b> Prescription Drugs | Plan pays 50% of           | Plan pays 50% of            | Plan pays 50% of            |  |  |
|                                      | subject to a maximum       | subject to a maximum        | subject to a maximum        |  |  |
|                                      | supply of 30 days          | supply of 30 days           | supply of 30 days           |  |  |
|                                      | per prescription           | per prescription            | per prescription            |  |  |
| Pre-natal care, <b>Delivery</b> and  | No coverage                | Plan pays 75% to            | Plan pays 80% to            |  |  |
| post-natal care (In or out of        |                            | \$10,000 maximum;           | \$25,000 maximum;           |  |  |
| network; in or out of US or          |                            | conception must occur       | conception must occur       |  |  |
| Canada)                              |                            | after Certificate           | after Certificate           |  |  |
|                                      |                            | Effective Date; no          | Effective Date; no          |  |  |
|                                      |                            | coverage for                | coverage for                |  |  |
|                                      |                            | <b>Dependent Child(ren)</b> | <b>Dependent Child(ren)</b> |  |  |

| Care of Newborn                | No coverage             | \$750 per <b>Pregnancy</b> ,   | \$750 per <b>Pregnancy</b> ,      |  |
|--------------------------------|-------------------------|--------------------------------|-----------------------------------|--|
|                                |                         |                                | during first 31 days of life      |  |
|                                |                         | life if <b>Delivery</b> of the |                                   |  |
|                                |                         |                                | Newborn is                        |  |
|                                |                         |                                | covered hereunder                 |  |
| Therapeutic Termination of     | \$500 subject to 90 day | \$500 subject to 90 day        | \$500 subject to 90 day           |  |
| Pregnancy                      | waiting period          | waiting period                 | waiting period                    |  |
|                                | • •                     | • •                            | beginning on the                  |  |
|                                | Certificate Effective   | Certificate Effective          | Certificate Effective             |  |
|                                | Date; no coverage for   | Date; no coverage for          | Date; no coverage for             |  |
|                                | Dependent               | Dependent                      | Dependent                         |  |
|                                | Child(ren)              | Child(ren)                     | Child(ren)                        |  |
| Dental Treatment               | No coverage             | Accident (involving            | Accident (involving               |  |
|                                | _                       | associated face, skull,        | associated face, skull,           |  |
|                                |                         | neck and/or jaw                | neck and/or jaw <b>Injury</b> ) - |  |
|                                |                         | <b>Injury</b> ) - \$250 per    | \$250 per tooth, subject to       |  |
|                                |                         | tooth, subject to a            | a maximum of \$500                |  |
|                                |                         | maximum of \$500               |                                   |  |
|                                | •                       | Acute Onset of                 | Acute Onset of Dental             |  |
|                                |                         | Dental Pain                    | Pain (Certificate Period          |  |
|                                |                         | (Certificate Period            | must be 30 or more days)          |  |
|                                |                         | must be 30 or more             | - \$100 for palliative care       |  |
|                                |                         | days) - \$100 for              | only                              |  |
|                                |                         | palliative care only           |                                   |  |
| Physical Therapy               | \$50 per visit, subject | \$50 per visit, subject        | \$75 per visit, subject to a      |  |
|                                | to a maximum of 1       | to a maximum of 1              | maximum of 1 visit per            |  |
|                                |                         | visit per day and 10           | day and 10 total visits;          |  |
|                                | total visits; Physician |                                | Physician order and               |  |
|                                | order and treatment     | order and treatment            | treatment plan required;          |  |
|                                |                         |                                | no coverage for treatment         |  |
|                                | -                       | coverage for treatment         |                                   |  |
|                                |                         |                                | Health Centers                    |  |
|                                | Health Centers          | Health Centers                 |                                   |  |
| Mental Health Disorders –      | No coverage             | Plan pays 80% to               | Plan pays 80%; subject to         |  |
| claims incurred in Network, or |                         | \$10,000 maximum;              | a maximum of 30 days              |  |
| outside US or Canada           |                         | subject to a maximum           |                                   |  |
|                                |                         | of 30 days                     |                                   |  |
| Mental Health Disorders - for  | No coverage             | Plan pays 60% to               | Plan pays 80% to                  |  |
| claims incurred out of Network |                         | \$10,000 maximum;              | \$25,000 maximum,                 |  |
|                                |                         |                                | subject to a maximum of           |  |
|                                |                         | of 30 days                     | 30 days                           |  |
|                                | l                       |                                |                                   |  |

| Mental Health Disorders -                                | \$25 per visit, subject    | \$50 per visit, s             | subject   | \$50 per visit, subject to a       |  |  |
|--|----------------------------|-------------------------------|-----------|------------------------------------|--|--|
| Outpatient   | to a maximum of 1          | to a maximum of 1             |           | maximum of 1 visit per             |  |  |
|  | visit per day and 20       |                               |           | day and 30 total visits; no        |  |  |
|  | total visits; no           | total visits; no              |           | coverage for treatment             |  |  |
|  | coverage for treatment     | coverage for t                | reatment  | obtained in Student                |  |  |
|  | obtained in <b>Student</b> | obtained in St                |           | Health Centers                     |  |  |
|  | Health Centers             | Health Cente                  |           | ¢10.000                            |  |  |
| Acute Onset of   | \$1,000                    | \$5,000                       |           | \$10,000                           |  |  |
| Pre-existing Condition                                   | N T                        | ¢25.000.1° ···                | 0 (       | ¢50,000 - then (                   |  |  |
| Pre-existing Conditions                                  | No coverage                | \$25,000 limit                |           | \$50,000 after 6 months of         |  |  |
|  |                            | months of con                 |           | continuous coverage<br>Hereunder   |  |  |
| All other Eligible Medicel                               | Usual, Reasonable          | coverage here<br>Usual, Reaso |           | Usual, Reasonable and              |  |  |
| All other Eligible Medical<br>Expenses                   | and                        | and                           |           | Customary                          |  |  |
| Expenses   | Customary                  | Customary                     |           | Customai y                         |  |  |
| EL   | IGIBLE TRANSPORT           |                               | ENSES     |                                    |  |  |
| Local Ambulance  | Illness - \$500 if         | Illness - \$750               | if admitt | ed <b>Illness -</b> \$750 if       |  |  |
|  | admitted for treatment     |                               |           | admitted for treatment             |  |  |
|  | as Inpatient               | Inpatient                     |           | as Inpatient                       |  |  |
|  | -                          | -                             | whether   | or <b>Injury</b> - \$500 whether   |  |  |
|  | or not admitted for        | not admitted f                |           | or not admitted for                |  |  |
|  | treatment                  | treatment                     |           | treatment                          |  |  |
| Interfacility Ambulance                                  | \$500                      | \$750                         |           | \$750                              |  |  |
| Transfer   | <i><b>42 0 0</b></i>       | \$750                         |           | <i>\$72</i> 0                      |  |  |
| Emergency Medical  | \$500,000                  | \$500,000                     |           | \$500,000                          |  |  |
| Evacuation   |                            | <i></i>                       |           | <i><i><i>vvvvvvvvvvvvv</i></i></i> |  |  |
| Emergency Reunion  | \$50,000                   | \$50,000                      |           | \$50,000                           |  |  |
| Repatriation of Remains                                  | \$50,000                   | \$50,000                      |           | \$50,000                           |  |  |
|  | ADVENTURE SPO              | ORTS OPTION                   | N         |                                    |  |  |
|  | All Plans                  |                               |           |                                    |  |  |
| Eligible Medical Expenses                                | Age                        |                               |           | Maximum                            |  |  |
| and Eligible Transportation                              | Age 15 to 49 \$50,000      |                               | 50,000    |                                    |  |  |
| Expenses (Injuries sustained                             | Age 50 to 59 \$25,000      |                               |           |                                    |  |  |
| while participating in <b>Covered</b>                    | Age 60 to 64 \$10,000      |                               |           |                                    |  |  |
| Adventure Sports)  |                            |                               |           |                                    |  |  |
|  | SCHOOL SPOR                |                               | 1         |                                    |  |  |
| Eligible Medical Eva engag                               | All Plans                  |                               |           |                                    |  |  |
| Eligible Medical Expenses<br>and Eligible Transportation | \$5,000                    |                               |           |                                    |  |  |
| Expenses (Injuries sustained                             | \$5,000                    |                               |           |                                    |  |  |
| while participating in Covered                           |                            |                               |           |                                    |  |  |
| School Sports)   |                            |                               |           |                                    |  |  |
|  | DENTAL DEATH AN            | <b>D</b> DISMEMB              | ERMEN     | T                                  |  |  |
|  | Plan A                     |                               | in B      | Plan C                             |  |  |
|  | 1 1011 / 1                 | 110                           | ···· •    |                                    |  |  |

| Accidental Death                | Student/    | \$1,000  | Student/   | \$25,000  | Student/   | \$25,000 |
|---------------------------------|-------------|----------|------------|-----------|------------|----------|
|                                 | Scholar     |          | Scholar    |           | Scholar    |          |
|                                 | Dependent   | \$0      | Dependent  | \$10,000  | Dependent  | \$10,000 |
|                                 | Spouse      |          | Spouse     |           | Spouse     |          |
|                                 | Dependent   | \$0      | Dependent  | \$5,000   | Dependent  | \$5,000  |
|                                 | Child(ren)  |          | Child(ren) |           | Child(ren) |          |
| Accidental Dismemberment -      | 100% of Acc | cidental | 100% of A  | ccidental | 100% of Ac | cidental |
| Loss of 2 or more limbs or eyes | Death benef | it       | Death bene | efit      | Death bene | fit      |
| Accidental Dismemberment -      | 50% of Acci | dental   | 50% of Ac  | cidental  | 50% of Acc | cidental |
| Loss of 1 limb or eye           | Death benef | it       | Death bene | efit      | Death bene | fit      |

# PART IV – ELIGIBLE MEDICAL EXPENSES

A. Subject to the **Deductible**, **Coinsurance** and Limits set forth on 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**:

1. Charges made by a **Hospital** for:

a. daily room and board and nursing services not to exceed the **Hospital's** average semiprivate room rate; and

- b. Hospital Ancillary Services; and
- c. daily room and board and nursing services in Intensive Care Unit; and
- d. use of operating, treatment or recovery rooms; and

e. services and supplies which are routinely provided by the **Hospital** to persons for use while **Inpatients**, with the exception of personal services and supplies of a non-medical nature; and f. **Emergency Room** treatment.

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, other supplies for use or application at home, supplies for repeat use at home, except **Durable Medical Equipment** as herein defined.

5. 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.

6. Basic functional artificial limbs, eyes, larynx or breast prosthesis, but not the replacement or repair thereof.

7. Reconstructive **Surgery** when the reconstructive **Surgery** is directly related to **Surgery** which is covered hereunder.

8. 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.

9. Oxygen and other gasses and their administration by or under the supervision of a **Physician**.

10. Anesthetics and their administration by a Physician.

11. Drugs which require prescription by a **Physician** for treatment of a covered **Injury** or **Illness**, but excluding: drugs prescribed for the treatment of diabetes, oral contraceptives unless **Insured Person** is covered under the Plan B or Plan C, 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.

12. Care in a licensed **Extended Care Facility** upon direct transfer from an acute care **Hospital**.

13. 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.

14. Professional services provided by a Physician in an Urgent Care Center, Walk-in Clinic or Student Health Center.

15. Treatment of an **Injury** to the foot due to a covered **Accident**.

16. Treatment of an **Illness** for which foot **Surgery** is **Medically Necessary** and determined to be the only appropriate method of treatment.

17. 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; 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.

18. Emergency Dental Treatment necessary to resolve Acute Onset of Dental Pain, incurred within 24 hours of the Acute Onset of Dental Pain.

19. Rental of **Durable Medical Equipment** (consisting of a standard basic hospital bed and/or a standard basic wheelchair) up to the purchase prices.

20. Physical therapy by a licensed physiotherapist necessarily incurred to continue recovery from a covered **Injury** or **Illness**. Such physical therapy must be prescribed by a **Physician** who is not affiliated with the physiotherapy practice performing the physical therapy, and must not be performed by or in a **Student Health Center**.

21. Charges for Value Added Tax (VAT) or like tax on Eligible Medical Expenses.

22. Eligible Medical Expenses for treatment of Injury or Illness resulting from participation in Adventure Sports if the Adventure Sports Coverage option is purchased by and in effect for the Insured Person.

23. Eligible Medical Expenses for treatment of Injury or Illness resulting from participation in School Sports if the School Sports Coverage option is purchased by and in effect for the Insured Person.

24. Pre-natal care, **Delivery** of **Newborn**, and post-natal care related to a covered **Pregnancy** for **Insured Persons** who are not **Dependent Child(ren)**.

25. Routine and **Medically Necessary** care of **Newborns** provided the **Delivery** of the **Newborn** is covered hereunder.

26. Medically Necessary Therapeutic Termination of Pregnancy for Insured Persons who are not Dependent Child(ren).

27. **Inpatient** treatment of **Mental Health Disorders**, including drug abuse and alcohol abuse, at a licensed facility that specializes in the treatment of serious **Mental Health Disorders**.

28. For **Outpatient** treatment of **Mental Health Disorders** by a licensed **Physician**.

### B. Other Coverage

Underwriters shall not be liable or obligated 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 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**, **Coinsurance** 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.

### C. 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 Precertification Requirements contained n 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 this Master Policy.

### 1. Pre-certification Requirements

The following Medical expenses must always be Pre-certified before admission or receiving services and/or supplies:

- a. Inpatient care
- b. Any Surgery or Surgical Procedure
- c. Care in an Extended Care Facility
- d. Home Nursing Care
- e. Durable Medical Equipment
- f. Artificial limbs

- g. Computerized Tomography (CAT Scan)
- h. Magnetic Resonance Imaging (MRI)
- i. Pregnancy
- j. Interfacility Ambulance Transfer
- 2. Compliance

To comply with the Pre-certification Requirements, the Insured Person must:

a. 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

b. comply with the instructions of the **Plan Administrator** and submit any information or documents they require; and

c. notify all **Physicians**, **Hospitals** and other **Medical Providers** that this insurance contains Pre-certification requirements and ask them to fully cooperate with 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 the expenses are not Pre-certified,

- a. Eligible Medical Expenses will be reduced by 50%; and
- b. the **Deductible**, if applicable, will be subtracted from the remaining amount; and
- c. Coinsurance, if applicable, will be applied.

4. In the event of an **Emergency Hospital** admission, Pre-certification must be made within fortyeight (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.

# D. US Preferred 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 or 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.

#### E. 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 Expense** 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**, **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 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

1. 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. the cost of an economy one-way air and/or ground transportation ticket for the **Insured Person** from the area where the **Insured Person** was **Hospitalized** following an **Emergency** Medical Evacuation to the area where the **Insured Person** was initially evacuated from, or to the terminal serving the area of the **Insured Person's Principal Residence**. The value of the **Insured Person's** unused return ticket shall be deducted from the amount paid by Underwriters if the **Insured Person** is evacuated to the area of his/her **Principal Residence**.

### 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. 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, nonavailability 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 form 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. General Conditions and Conditions Precedent, 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 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** or is to be **Hospitalized** following a covered **Emergency** Medical Evacuation; and

2. reasonable expenses for lodging and meals for the **Relative** or friend, which are incurred in the area where the **Insured Person** is **Hospitalized** for a period not to exceed fifteen (15) days, including travel days.

**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.

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.

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. 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.

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 as a result of an **Injury** or **Illness** that is covered under this insurance.

b. The death of the **Insured Person** occurs outside the **Insured Person's Home Country**, and during the **Certificate Period**.

c. All Repatriation of Remains or Local Burial or Cremation expenses must be approved in advance by Underwriters (acting through the **Plan Administrator**).

d. 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, nonavailability 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 form 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.

# F. 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 **Coinsurance**. 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 – ADVENTURE SPORTS OPTION

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. Eligible Medical Expenses, and

B. Eligible Transportation Expenses

Conditions and Restrictions

Underwriters will provide Adventure Sports coverage only when all of the following conditions are met:

1. The **Insured Person** must have applied for, paid for and received written confirmation of coverage for the **Adventure Sports** Option.

2. Only **Injuries** sustained while the **Insured Person** is participating in the **Adventure Sports** defined herein are covered.

3. The Adventure Sport must not be undertaken for wage, reward or profit.

# PART VII - SCHOOL SPORTS OPTION

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. Eligible Medical Expenses, and

B. Eligible Transportation Expenses

**Conditions and Restrictions** 

Underwriters will provide School Sports coverage only when all of the following conditions are met:

1. The **Insured Person** must have applied for, paid for and received written confirmation of coverage for the **School Sports** Option.

2. only **Injuries** sustained while the **Insured Person** is participating in **School Sports** as defined herein are covered.

3. the School Sport must not be undertaken for wage, reward or profit.

4. the Insured Person must be a Student or Scholar and not a Dependent Spouse or Dependent Child.

# PART VIII – ACCIDENTAL DEATH AND DISMEMBERMENT

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 benefit to the Insured Person's Beneficiary.

**Conditions and Restrictions** 

Underwriters will provide the Accidental Death benefit only when all of the following conditions are met:

1. The death of the **Insured Person** must result from an **Accident** which occurs during the **Certificate Period.** 

2. The death of the Insured Person must occur within sixty (60) days of the Accident.

3. The **Injury** giving rise to the **Accidental Death** must be evidenced by a visible contusion or wound, except in the case of **Accidental** drowning.

4. 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.

5. The Accident must occur while the Insured Person is outside his or her Home Country.

6. The Accident must be covered hereunder.

## **B.** Accidental Dismemberment

Underwriters will pay the Accidental Dismemberment benefit indicated in the Schedule of Benefits and Limits to the Insured Person.

Conditions and Restrictions

Underwriters will provide the Accidental Dismemberment benefit only when all of the following conditions are met:

1. The Accidental Dismemberment of the Insured Person must result from an Accident which occurs during the Certificate Period.

2. The Accidental Dismemberment of the Insured Person must occur within sixty (60) days of the Accident.

3. 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.

4. 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.

5. The Accident must occur while the Insured Person is outside his or her Home Country.

6. The Accident must be covered hereunder.

### 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** was issued or in effect within the six (6) months prior to the **Insured Person's** date of arrival in 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** becomes effective or is in effect on or after the **Insured Person's** date of arrival in said location, post, area, territory or country, and the **Insured Person** fails 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. Charges resulting from or relating, directly or indirectly, to any **Pre-existing Condition**, except as expressly provided for in the **Acute Onset of Pre-existing Condition** provision of this insurance, are excluded from this insurance entirely for **Insured Persons** with Plan A.

2. Charges resulting from or relating, directly or indirectly, to any **Pre-existing Condition**, except as expressly provided for in the **Acute Onset of Pre-existing Condition** provision of this insurance, are excluded entirely for the first six (6) months of coverage beginning on the **Certificate Effective Date** for **Insured Persons** with Plan B or Plan C.

3. Resulting from the Acute Onset of Pre-existing Condition which begins while the Insured Person is in his or her Home Country.

## C. General Exclusions

1. 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 drug prescribed by a **Physician** and taken in accordance with the **Physician's** instructions, but not including drugs prescribed for the treatment of **Substance Abuse**.

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 or surrogacy (except **Insured Persons** under Plans B and C who are not **Dependent Child(ren)** are covered for oral contraceptives subject to the Outpatient Prescription Drug benefits and limits).

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. 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 Plan A and for **Dependents** under Plans A, B and C.

6. 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 Plans B and C unless conception occurs during the **Certificate Period**.

7. All charges related to care of **Newborns** are excluded unless the **Delivery** of the **Newborn** is covered hereunder.

8. Resulting from or relating, directly or indirectly, to all forms of cancer/ neoplasm, including without limitation, diagnostic tests and procedures, chemotherapy, radiation treatment and any **Surgical Procedure**.

9. 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.

10. 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.

11. For Inpatient treatment of Mental Health Disorders for Insured Persons under Plan A.

12. Charges for treatment of Mental Health Disorders provided by or at a Student Health Center.

13. 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.

14. 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.

15. 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.

16. 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.

17. For orthoptics, visual eye training and eye **Surgery**, such as radial keratotomy, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.

18. 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.

19. For diagnosis and/or treatment of venereal disease, including all **Sexually Transmitted Diseases** and conditions.

20. 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.

21. For diagnosis and/or treatment of the following: HIV seropositivity to the AIDS virus, AIDS related Illnesses, ARC Syndrome and/or AIDS.

22. 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.

23. 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.

24. For diagnosis and/or treatment of any sleep disorder, including without limitation, sleep apnea and insomnia.

25. Treatment required as a result of complications or consequences of a treatment or condition not 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 services provided by a chiropractor.

5. For telephone consultations or failure to keep a scheduled appointment. Telemedicine consultations through an established Telemedicine protocol system will be considered individually based on **Medical Necessity** and appropriateness as determined by Underwriters.

6. For Surgeries, treatments, services or supplies that are Investigational, Experimental or for Research Purposes.

7. Incurred while confined primarily to receive **Custodial Care**.

8. 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.

9. For speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy, holistic care of any nature, massage and kinesitherapy.

10. 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**.

11. For exercise and/or fitness programs or equipment, whether or not prescribed or recommended by a **Physician**.

12. For **Hospice** care.

13. 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.

14. 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.

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

16. For non-prescription 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**.

17. Physical Therapy if provided by or at a **Student Health Center**.

## F. Geographic Exclusions

1. Sustained and/or incurred in a location, post, area, territory or country for which a **Travel Warning** or **Emergency Travel Advisory** was issued or in effect within the six (6) months prior to the **Insured Person's** arrival in said location, post, area, territory or country.

2. Sustained and/or incurred in a location, post, area, territory or country for which a **Travel Warning** or **Emergency Travel Advisory** 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 or refuses to heed such warning and thereafter remains in said location, post, area, territory or country.

3. 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, prior to the **Insured Person's** arrival to the affected location, any of the following were issued regarding said location:

a. The World Health Organization had issued an Emergency Travel Advisory.

b. The United States Centers for Disease Control and Prevention had issued a Warning

Level 3 (avoid nonessential travel).

c. A similar governmental agency of the **Insured Person's Home Country** had published, communicated or issued a **Travel Warning or Emergency Travel Advisory** restriction or official declaration informing the public about such health issues before the **Insured Person's** arrival to the affected location.

4. Incurred in the Insured Person's Home Country, except Eligible Medical Expenses incurred during an Incidental Trip Home for Insured Persons whose Home Country is the US.

## 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 willfully self-inflicted **Injury** or **Illness** and/or suicide or attempted suicide whether sane or insane.

3. Resulting or relating, directly or indirectly, from an **Insured Person** entering into or alighting from, operating or riding as a passenger in any motorized vehicle that does not require licensing as a motor vehicle.

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

5. Resulting or relating, directly or indirectly, from an **Insured Person** entering into or alighting from, operating or riding as a passenger, or being struck by any 2 or 3-wheeled motorized vehicle, or any motorized vehicle not designed primarily for use on public streets and highways.

6. 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.

7. For travel, meals, transportation and/or accommodations except as expressly provided herein.

8. 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** and the **Insured Person** has purchased the **School Sports** option.

9. Resulting or relating, directly or indirectly, from the **Insured Person's** participation in **Amateur Athletics** unless the **Amateur Athletics** are undertaken as a **School Sport** and the **Insured Person** has purchased the **School Sports** option.

10. Resulting or relating, directly or indirectly, from the **Insured Person's** participation in **Professional Athletics.** 

11. Resulting or relating, directly or indirectly, from the **Insured Person's** participation in **Extreme Sports**.

12. Resulting or relating, directly or indirectly, from the **Insured Person's** participation in **Adventure Sports**, unless the **Insured Person** has purchased the **Adventure Sports** Coverage option.

13. 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.

14. 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.

## 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 removal and x-rays.

### 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 first day of any **Certificate Period**.

3. 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**.

4. 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, Underwriters will refund the premium attributable to the unused days, after deducting an administrative fee of \$50.

### B. Currency

The monetary benefit limits and sub-limits, premiums and all other monetary amounts stated in this 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.

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 this 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 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 summitted 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

Complaints, if any, should be addressed in the first instance in writing to the Plan Administrator. A written response will be provided to the **Assured** or any **Insured Person** within fourteen (14) days. If the **Assured** or **Insured Person** is not satisfied with the response or the way a complaint has been dealt with, the **Assured** or **Insured Person** may ask the Complaints Department at Brit Syndicates Limited to review the case without prejudice to their rights in law.

The address is: Brit Global Specialty Complaints Department The Leadenhall Building 122 Leadenhall Street London EC3V 4AB Email: BGS.Complaints@britinsurance.com

Should the foregoing prove unsatisfactory, the **Assured** and **Insured Person** is entitled to contact the Financial Ombudsman Services (FOS), South Quay Plaza, 183 Marsh Wall Wall, London E149SR.

### 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

This 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 this 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 herein; or

b. after exhaustion of one (1) appeal in accordance with the requirements set forth in Part X, General Conditions and Conditions Precedent, F., Appealing a Claim, contained herein.

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 Part X, General Conditions and Conditions Precedent, D. **Proof of Claim** contained herein.

3. This 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 this 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. a refusal to so cooperate

2. an unreasonable delay in such cooperation

3. any other act or omission on the part of the **Inured 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, 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 by 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  $X = (premium) \times 100$ .

2. If, prior to entering into a variation to this 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 = (premium actually charged/reduced total premium) x 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 this 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 this 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.

# PART XI – DEFINITIONS

<u>Accident; Accidental</u>: 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.

<u>Accidental Dismemberment</u>: 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" means: 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) includes complete, permanent and irrevocable loss of sight.

<u>Act of Terrorism</u>: 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.

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

<u>Acute Onset of Pre-existing Condition</u>: 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 **Emergency** medical care; and (2) after the **Certificate Effective Date**. Treatment by a **Physician** must be obtained within the twenty-four (24) hours beginning on the date and at the time of the sudden and unexpected outbreak or recurrence.

<u>Adventure Sport(s)</u>: 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 Downhill and/or cross-country snow skiing and snowboarding and snowmobiling, provided that 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. 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 at less than depth of 50 meters Skydiving Spelunking Whitewater kayaking or whitewater rafting in water less than Class V difficulty Wildlife Safaris Windsurfing

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

<u>Amateur Athletics</u>: A sport or other athletic activity that is organized and/or sanctioned, involving regular or scheduled practices and/or regular or scheduled games. This definition does not include sports or athletic activities that are non-contact and engaged in by an **Insured Person** solely for recreational, entertainment or fitness purposes and not for wage, reward or profit.

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

<u>Application</u>: The fully answered **Application** that is completed by or on behalf of the **Insured Person**, submitted to the **Plan Administrator**, and maintained on file with the **Plan Administrator**.

<u>ARC</u>: 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 attached hereto

**Beneficiary**: The individual named in the **Insured Person's Application** to be the recipient of any **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 18 who do not designate a **Beneficiary** on the **Application**, the **Beneficiary** is automatically as follows: 1. Custodial parent(s) (if any), 2. Siblings (if any) equally, 3. Estate of the **Insured Person**.

**<u>Certificate</u>**: The summary of this Master Policy, issued to **Insured Persons**.

<u>Certificate Declaration</u>: The document that is attached to the Certificate issued to Insured Persons.

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

<u>Certificate Period</u>: The period of time beginning on the Certificate Effective Date and ending on the Certificate Termination Date indicated on the Certificate Declaration issued to Insured Persons.

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

<u>Coinsurance</u>: 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.

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

**<u>Contact Sport(s)</u>**: 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

<u>Custodial Care</u>: 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.

<u>Deductible</u>: 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**.

**Delivery**: Procedures concerning childbirth.

**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.

# **Dependent**: Dependent Spouse and Dependent Child(ren).

**Dependent Child(ren)**: A student's biological child, legally adopted child or step child who is unmarried, resides with the student and has resided with the student for at least 6 consecutive months immediately preceding the **Certificate Effective Date**, is accompanying the covered **Student** or **Scholar**, and is at least 14 days old and not yet 18 years of age.

**Dependent Spouse**: A **Student** or **Scholar's** legal spouse or domestic partner who resides with the **Student** or **Scholar**, is accompanying the **Student** or **Scholar** abroad and is at least 18 years old and not yet 65 years old. The relationship must have met all the requirements of a valid marriage contract, domestic partnership or civil union in the state or location where the ceremony was performed.

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

<u>Educational or Rehabilitative Care</u>: 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.

<u>Eligible Medical Expenses</u>: Expenses for services and supplies for treatment of **Injury** or **Illness** 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 Perso**n'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.

<u>Emergency Room</u>: 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 50 meters

Whitewater kayaking or whitewater 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**.

<u>Full-time Student</u>: 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.

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

<u>Home Country</u>: The country where the **Insured Person** principally resides and maintains his/her **Primary Residence** or usual place of abode, as declared on the **Insured Person's Application**, except for US citizens and non-US citizens who are **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**.

<u>Home Health Care Agency</u>: 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**.

<u>Home Nursing Care</u>: 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.

**<u>Hospice</u>**: 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 c 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.

<u>Host Country</u>: The country being visited by the **Insured Person**, or where the **Insured Person** resided temporarily. **Host Country** does not include the **Insured Person's Home Country**.

**<u>Illness</u>**: 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.

<u>Incidental Trip Home</u>: A period of time not to exceed fourteen (14) days during a Certificate Period during which an Insured Person is covered for Eligible Medical Expenses incurred in his or her Home Country. An Incidental Trip Home begins on the date and time the Insured Person departs his or her Host Country to return to his or her Home Country, and ends on the next date and time the Insured Person departs his or her Home Country, subject to a maximum of fourteen (14) days. The Incidental Trip Home benefit is only available to Insured Person's with Certificate Periods of ninety (90) days or more.

<u>**Injury</u>**: Identifiable physical harm to the body caused by an **Accident** that requires medical treatment. <u>**Inpatient**</u>: 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**.</u>

**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 this 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): 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.

<u>Master Policy Declaration</u>: The document that is attached to and forms a permanent part of this Master Policy.

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

<u>Medically Necessary or Medical Necessity</u>: 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**.

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

<u>Mental Health Disorder</u>: 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 but are not limited to: psychosis, those psychiatric Illnesses listed in the current edition of the diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association. For purposes of this insurance, treatment of Substance Abuse is a Mental Health Disorder.

<u>Natural Disaster</u>: 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.

Newborns: Babies under the age of thirty-one (31) days.

<u>Outpatient</u>: An Insured Person who receives Medically Necessary treatment by a Physician for Injury or Illness that does not require a stay of over twenty-four (24) hours in a Hospital.

<u>Physician</u>: 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 Anesthesist (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**.

<u>Plan Administrator</u>: 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 this 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.

<u>Pre-existing Condition</u>: 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.

<u>Preferred Provider Network</u>: 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**. **Pregnancy, Pregnant**: The physical condition of being **Pregnant**.

<u>Principal Residence</u>: 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**.

<u>**Professional Athletics</u>**: 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.</u>

<u>Proof of Claim</u>: 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.

**<u>Registered Nurse</u>**: 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.

<u>**Relative(s)**</u>: 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.

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

<u>Sexually Transmitted Diseases</u>: 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.

<u>School Sport(s)</u>: Participating in a sport or other Athletic activity that is organized and/or sanctioned, involving regular or scheduled practices and/or regular or scheduled games on behalf of a school or as a part of various school programs. School Sports include interscholastic sports, intercollegiate sports, and club Amateur Athletics.

<u>Student Health Center (s)</u>: A medical facility operated by an Educational Institution for the care and treatment of it's students, faculty and administration.

<u>Substance Abuse</u>: Alcohol, drug or chemical abuse, overuse or dependency.

<u>Surgery</u>; <u>Surgical Procedure</u>: 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.

<u>**Travel Warning: Emergency Travel Advisory**</u>: Published statement or website document issued by the **US** Department of State, Bureau of Consular Affairs, Centers for Disease Control and Prevention, United National World Health Organization on similar account of the

United Nations, World Health Organization or similar government or nongovernmental 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".

<u>United States; US</u>: The United States of America including all states, districts, territories and possessions.

<u>Urgent Care Center</u>: 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 lifethreatening. 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 charges will be determined by Underwriters. In determining the typical and reasonable amount of expense, Underwriters may, in their reasonable discretion, consider one or more of the 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.

<u>Walk-in Clinic</u>: 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.

