

**Work and Travel Plan  
Group Certificate (Form WTP13)  
WT11G00041**

**ARTICLE 1 - INSURING**

Certain Underwriters at Lloyds, London (“Underwriters”) promise to provide the benefits described in the Master Policy. Underwriters make this promise in consideration of the Assured’s Application, the Participating Organization’s Application, each Member’s Application and payment of Premium.

HCC Medical Insurance Services, LLC is hereby recognized by Underwriters as the Plan Administrator. All communications, notices and payments required under the Master Policy shall be transmitted through the Plan Administrator. Receipt by the Plan Administrator shall be considered receipt by Underwriters.

Patient Protection and Affordable Care Act (“PPACA”): This insurance is not subject to, and does not provide certain of the insurance benefits required by, the United States PPACA. In no event will Underwriters provide benefits in excess of those specified in the policy documents, and this insurance is not subject to guaranteed issuance or renewal. PPACA requires certain U.S. residents and citizens to obtain PPACA compliant insurance coverage. In certain circumstances penalties may be imposed on U.S. residents and citizens who do not maintain PPACA compliant insurance coverage. You should consult your attorney or tax professional to determine if PPACA’s requirements are applicable to you.

Underwriter’s agreement is subject to all terms, conditions, provisions and exclusions of the Master Policy, including any Exhibits, Schedules, Endorsements and/or Riders attached hereto.

**ARTICLE 2 – ELIGIBLE PARTICIPATING ORGANIZATIONS**

An organization or division thereof principally engaged in international cultural, educational, or similar activities is eligible to become a Participating Organization if it meets all of the following requirements:

- A. It makes Application to participate or renew participation as a Participating Organization on a form provided by Underwriters, and is accepted as a Participating Organization by Underwriters and receives a Certificate issued by Underwriters; and
- B. It agrees to remit audited invoices with one Premium payment per Payment Term for all Insured Persons; and
- C. It will provide completed enrollment details for each Participant to be enrolled for coverage under this insurance; and
- D. It will provide each and every Participant who enrolls with a Summary of Benefits, as provided by Underwriters.

### **ARTICLE 3 - EFFECTIVE DATE AND TERMINATION**

Insurance under this Certificate shall become Effective on the date specified by Underwriters and indicated on the Declaration of this Certificate. Insurance under this Certificate can be terminated by the Participating Organization by giving at least thirty (30) days advance written notice to Underwriters. Furthermore, insurance under this Certificate terminates on the earliest of the following dates:

- A. The date the Participating Organization no longer meets the requirements set forth in Article 2 herein; or
- B. The end of the period for which Premium has been paid; or
- C. Ninety (90) days following receipt of written notice from Underwriters, in the event the Master Policy is terminated in accordance with its terms; or
- D. Three hundred sixty-four (364) days following the Effective Date indicated on this Certificate unless the Participating Organization has applied for renewal of this Certificate as offered by Underwriters and on forms acceptable to Underwriters.

### **ARTICLE 4 – GENERAL PROVISIONS**

#### **A. ENTIRE AGREEMENT**

The Master Policy, including any Exhibits, Schedules, Endorsements and/or Riders attached thereto, constitutes the entire agreement between Underwriters and the Assured. This Certificate issued to the Member, including the Member's Application and any Exhibits, Schedules, Endorsements and/or Riders attached hereto, is an outline of the insurance provided by the Master Policy. This Certificate does not extend or change the insurance provided by the Master Policy. The insurance described in this Certificate is subject to all terms, conditions, provisions and exclusions of the Master Policy, including any Exhibits, Schedules, Endorsements and/or Riders attached hereto. This insurance coverage, offered by HCC Medical Insurance Services, does not meet the minimum standards required by the US Patient Protection and Affordable Care Act. The policy contains the plan benefits, including a lifetime maximum, that you have selected. Please review your choices to ensure that you have sufficient coverage to meet your medical needs.

#### **B. INSOLVENCY**

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of the Assured or any Member shall not impose upon Underwriters any liability other than that specifically included in this insurance.

#### **C. CURRENCY**

The monetary limits and Premiums stated in the Master Policy and any Certificate issued thereunder are in U.S. dollars.

D. NOTICE

Any notice to any Member shall be placed in the United States Mail, postage prepaid, and addressed to the Member's mailing address on file with Underwriters on the date the notice is mailed. Members are required to promptly notify Underwriters of any change in mailing address.

**ARTICLE 5 – CONDITIONS PRECEDENT**

The following are conditions precedent to Underwriter's liability under this insurance:

A. PREMIUM

1. Premium shall be calculated based on enrolled coverage periods and shall be due and payable for all Members enrolled and approved by Underwriters within each Payment Term. The Payment Term is specified on the Declaration attached to this Certificate.
2. Payment: At the end of each payment term, Underwriters will issue an invoice. Payment of required Premium shall be remitted to Underwriters within 30 days of the date of the invoice unless otherwise specified on the Declaration attached to this Certificate.
3. Grace Period: A grace period of 30 days will be allowed for the payment of each Premium except the first.
4. Non-payment: If any Premium is unpaid at the end of a Grace Period, all insurance shall terminate and Underwriters liability shall cease with effect from the Due Date of the unpaid Premium. Premium is considered to be paid on the date the payment instrument is received by Underwriters.
5. The Premium is specified on the Declaration of this Certificate issued to the Participating Organization.

B. MISREPRESENTATION AND FRAUD

1. Application:  
Underwriters rely on the statements made by the Participating Organization on the Participating Organization Application and the Member on the Application, when a Member Application is used, and in connection with the making of the Application in determining whether or not the individual(s) included on the Application meets the Eligibility requirements and the underwriting requirements for insurance hereunder. Any misstatement, concealment or fraud in the Participating Organization's Application or the Member's Application, or in relation to any statement or warranty made by the Participating Organization, the Member, or their authorized representative, whether in writing or otherwise, to Underwriters or their representatives, on or in connection with the Application shall render this insurance null and void and all claims hereunder shall be forfeited, in addition to any and all other remedies available to Underwriters.

2. Claims:  
Underwriters rely on the statements made by the Member on the Claimant's Statement and in connection with the submission of any claim hereunder in determining whether or not and to what extent benefits under this insurance may be payable. Any misstatement, concealment or fraud in the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited, in addition to any and all other remedies available to Underwriters. If any claim under this insurance shall be in any respect fraudulent or if any fraudulent means or devices are used by the Member or anyone acting on their behalf, this insurance shall be null and void and all claims hereunder shall be forfeited, in addition to any and all other remedies available to Underwriters.

#### C. PROOF OF CLAIM

When Underwriters receive notice of claim, they will provide the Member with forms for filing Proof of Claim. The following is considered to be Proof of Claim:

1. A completed and signed Claimant's Statement and Authorization form, together with any/all required attachments; and
2. Original itemized bills from Physicians, Hospitals and other medical providers; and
3. Original receipts for any expenses which have already been paid by or on behalf of the Member.

The Member shall have 60 days beginning on the last day of the Certificate Period to submit Proof of Claim to Underwriters, unless medical services were rendered after this Certificate Termination Date, in which case the Member shall have 60 days from the date the claim is incurred to submit Proof of Claim to Underwriters. Subsequent to receipt of Proof of Claim, Underwriters may, at their sole discretion, request and require additional information, including but not limited to medical records, necessary to confirm the validity of any claim prior to payment thereof.

#### D. APPEALING A CLAIM

1. TIME LIMIT  
In the event Underwriters deny all or part of a claim under this insurance, the Member shall have 90 days from the date the notice of denial was mailed to the Member's last known address to file a written appeal with Underwriters. 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 30 days of Underwriters' receipt of the appeal, Underwriters' will review the claim. A written response will be forwarded to the Member. Within 60 days of receipt of Underwriters' response to the appeal, the Member may initiate a second appeal. Within 30 days of Underwriters' receipt of the second appeal, medical and/or claims personnel who were not involved in the original claim determination or the initial appeal will

review the claim. A final determination will be made and a letter will be sent to the Member.

#### E. 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 American Arbitration Association. Where any dispute is by this provision referred to arbitration, the making of an award shall be a condition precedent to any right of action against Underwriters.

#### F. LEGAL ACTIONS

No action of law or equity may be brought to recover benefits under this insurance until 60 days after written Proof of Claim, as herein defined, has been provided to Underwriters. No such action may be brought after the end of three (3) years after the time written Proof of Claim, as herein defined, is required to be furnished. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of Bermuda.

#### G. WAIVER OF RIGHTS

Failure by Underwriters to enforce or require compliance with any provision herein will not waive, modify or render such provision unenforceable at any other time, whether or not the circumstances are the same.

#### H. CLAIMS COOPERATION

The Member and his/her Physician(s), Hospital(s) and other providers shall cooperate fully with Underwriters including granting full right of access to all related medical documentation, reports and evidence. Underwriters may deny coverage for any claim where there has been a refusal or material failure to so cooperate.

#### I. PATIENT ADVOCACY

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 requirements, they will notify the Member, and a Patient Advocate will be assigned to the Member. Thereafter, the Patient Advocate may make recommendations of alternative treatment settings and/or procedures and/or supplies, which may be more cost effective for the Underwriters and/or the Member. Such recommendations will be made with input from the Member and the Member's Physician(s) 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 Member. 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 Member. The Member, in accepting the recommendations, agrees to hold Underwriters harmless and Underwriters shall not be held liable or otherwise responsible for any treatment, service, supply, procedure or care

provided to the Member except for the payment of benefits under this insurance. After the Member has been notified that the claim or diagnosis meets the Patient Advocacy program requirements, Underwriters reserve the rights to:

1. Make payment for treatments, services and/or supplies which are not covered under this insurance which would be beneficial to the Member and cost effective to Underwriters; and
2. Deny payment for expenses which would otherwise be covered under this insurance which are over the amount Underwriters would have paid had the Member followed the recommendations of the Patient Advocacy program.

#### J. SUBROGATION

Members undertake to cooperate with Underwriters in the prosecution of any and all valid claims they may have against third parties arising out of any occurrence which results or may result in a loss payment by Underwriters and to account for any amounts recovered on the basis that Underwriters shall be entitled to recover first in full any sums paid by them before the Member shares in any amount so recovered. Should the Member fail to prosecute any valid claims against third parties and Underwriters thereupon become liable to make payment under this insurance, then Underwriters shall be subrogated to all rights of the Member. Any amount recovered by Underwriters 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 Member.

#### K. OTHER INSURANCE

Underwriters shall not pay any claim if there is other insurance which would, or would but for the existence of this insurance, pay such claim. This insurance will apply with respect to expenses in excess of the amount paid or payable under such other insurance. Underwriters shall not pay any claim in respect to care, treatment, services or supplies furnished by any program or agency funded by any government.

#### L. ASSIGNMENT

The Member may assign benefits under this insurance to a Hospital, Physician or other provider. Any assignment shall not confer upon such Hospital, Physician or other provider, any right or privilege granted to the Member 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 provider shall have any direct or indirect claim or right of action against Underwriters or the Plan Administrator.

#### M. RIGHT OF RECOVERY

In the event of overpayment of any claim hereunder because:

1. all or some of the expenses were not paid for by or on behalf of the Member or were subsequently recovered by or on behalf of the Member;  
or
2. any Relative of the Member or any person in the Member's family, whether or not that person is or was a Member, is repaid for all or some of those expenses by a source other than Underwriters; or

3. all or some of the expenses were not Eligible Expenses; or
4. all or some of the expenses were paid or reimbursed based on incorrect benefit application,

Underwriters have the right to recover the amount of overpayment from the Member and/or the Hospital, Physician or other provider of services or supplies. The amount of the recovery is the difference between:

- a. the amount of expenses actually paid by Underwriters; and
- b. the amount of expenses which should have been paid by Underwriters.

If the Member or the Hospital, Physician or other provider of services or supplies does not promptly make any such refund to Underwriters, Underwriters may, in addition to any other remedies available to them, either:

1. reduce the amount of any future claim that is otherwise eligible for payment hereunder, to the full extent of the refund due Underwriters; or
2. cancel this Certificate issued to the Member by giving 30 days advance written notice by mail to the Member's last known address.

#### N. CLAIMS ASSISTANCE

Every attempt will be made to help Members understand the benefits provided by this insurance, however, any statement made by an employee of Underwriters or the Plan Administrator will be deemed a representation and not a warranty. Actual benefit payment can only be determined at the time a claim is submitted and all facts are presented in writing. If a definite answer to a specific question is required, the Member can submit a written request, including all pertinent information and a statement from the attending Physician (if applicable), and a written reply will be sent to the Member and kept on file.

**ARTICLE 6 – MEMBER ELIGIBILITY, CERTIFICATE EFFECTIVE DATE, CERTIFICATE TERMINATION DATE, BENEFIT PERIOD AND HOME COUNTRY COVERAGE**

- A. Eligibility – Individuals under age 70 who are actively involved in a program with the Participating Organization are eligible for coverage hereunder.
- B. Certificate Effective Date – Insurance hereunder is effective on the later of:
  1. the moment Underwriters receive Application and correct premium if Application and payment is made online or by facsimile; or
  2. 12:01am US Eastern Time on the date Underwriters receive Application and correct premium if Application and payment is made by mail; or
  3. the moment the Member departs from his or her Home Country; or
  4. 12:01am US Eastern Time on the date requested on the Application.
- C. Certificate Termination Date – Insurance hereunder terminates on the earlier of:
  1. 12:01am US Eastern Time on the last day of the period for which premium has been paid; or
  2. 12:01am US Eastern Time on the date requested on the Application; or

3. the moment of the Member’s arrival upon return to his or her Home Country (unless the Member has started a Benefit Period or is eligible for Home Country Coverage or Visits).
- D. Benefit Period – While this Certificate is in effect, the Benefit Period does not apply. Upon termination of this Certificate, in accordance with item 3 of this provision, Underwriters will pay Eligible Medical Expenses, as defined herein, for up to 90 days beginning on the first day of diagnosis or treatment of a covered Injury or Illness while the Member is outside his or her Home Country and while this Certificate was in effect. The Benefit Period applies only to Eligible Medical Expenses and ends when the Member returns to his or her Home Country.

Except for a Benefit Period as provided hereunder, coverage provided under this Master Policy is for a maximum duration of 364. Any extension is based upon the eligibility rules in force and is solely at the discretion of Underwriter.

Notwithstanding the foregoing, coverage under all Plans shall terminate on the date Underwriters, at their sole option, elect to cancel all Members of the same sex, age, class or geographic location, provided Underwriters give no less than 30 days advance written notice by mail to the Member’s last known address.

**ARTICLE 7 – SCHEDULE OF BENEFITS AND LIMITS**

<b>Benefit</b>	<b>Limit</b>
Overall Maximum Limit (includes all benefits except Accidental Death and Dismemberment)	\$100,000
Deductible	\$100 per Injury / Illness
Coinsurance – Claims incurred in US or Canada	For the Certificate Period, Underwriters will pay 100% of Eligible Expenses after the Deductible up to the Overall Maximum Limit
Coinsurance – Claims incurred outside US or Canada	For the Certificate Period, Underwriters will pay 100% of Eligible Expenses after the Deductible up to the Overall Maximum Limit
Hospital Room and Board	Average Semi-private room rate, including nursing services
Local Ambulance	Usual, Reasonable and Customary charges. Must result in inpatient hospitalization if illness.
Intensive Care Unit	Usual, Reasonable and Customary charges
All Other Eligible Medical Expenses	Usual, Reasonable and Customary charges
Emergency Dental (Acute Onset of Pain)	\$200 limit per Certificate Period



Emergency Medical Evacuation	\$100,000 Lifetime Maximum
Repatriation of Remains	\$100,000 Lifetime Maximum
Accidental Death and Dismemberment (excludes loss due to Common Carrier Accident)	Principal Sum: Age 17 years and under: \$5,000 Age 18 to 69: \$15,000

**ARTICLE 9 – ELIGIBLE EXPENSES**

**A. ELIGIBLE MEDICAL EXPENSES**

Subject to the Deductible, Coinsurance and limits set forth in ARTICLE 7 – SCHEDULE OF BENEFITS AND LIMITS, Underwriters will pay the following expenses incurred while this insurance is in effect:

1. Charges made by a Hospital for:
  - a. Daily room and board and nursing services not to exceed the average semi-private room rate; and
  - b. Daily room and board and nursing services in Intensive Care Unit; and
  - c. Use of operating, treatment or recovery room; and
  - d. Services and supplies which are routinely provided by the Hospital to persons for use while Inpatients; and
  - e. Emergency treatment of an Injury, even if Hospital confinement is not required; and
  - f. Emergency treatment of an Illness, however, charges for use of the emergency room itself within the United States will be subject to \$250 Deductible unless the Member is directly admitted to the Hospital as Inpatient for further treatment of that Illness.
2. For Surgery at an Outpatient surgical facility, including services and supplies.
3. For 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. For 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, and all devices or supplies for repeat use at home, except Durable Medical Equipment as herein defined.
5. For diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, intelligence, behavioral and educational testing are not included).
6. For artificial limbs, eyes or larynx, breast prosthesis or basic functional artificial limbs, but not the replacement or repair thereof.
7. For reconstructive Surgery when the Surgery is directly related to Surgery which is covered hereunder.
8. For hemodialysis and the charges by the Hospital for processing and administration of blood or blood components but not the cost of the actual blood or blood components.

9. For oxygen and other gasses and their administration by or under the supervision of a Physician.
10. For anesthetics and their administration by a Physician.
11. For drugs which require prescription by a Physician for treatment of a covered Injury or Illness, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of 60 days per prescription.
12. For 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. Emergency Local Ambulance transport necessarily incurred in connection with Injury or Illness. Must result in inpatient hospitalization if illness.
15. 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.
16. Emergency Dental Treatment necessary to resolve Acute Onset of Pain, provided treatment is obtained within 24 hours of the Acute Onset of Pain.
17. Medically Necessary rental of Durable Medical Equipment (consisting of a standard basic hospital bed and or a standard basic wheelchair) up to the purchase prices.

**B. ELIGIBLE EXPENSES – EMERGENCY MEDICAL EVACUATION**

Subject to the Deductible, Coinsurance and Limits set forth in ARTICLE 7 – SCHEDULE OF BENEFITS AND LIMITS, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following expenses arising out of Emergency Medical Evacuation:

1. Emergency air transportation to a suitable airport nearest to the Hospital where the Member will receive treatment; and
2. Emergency ground transportation necessarily preceding Emergency air transportation; and from the destination airport to the Hospital where the Member will receive treatment.

**Conditions and Restrictions:**

- a. The Member must be in compliance with all conditions and provisions of the insurance; and
- b. Underwriters will provide Emergency Medical Evacuation benefits only when the Illness or Injury giving rise to the Emergency Medical Evacuation is covered under this Insurance; and
- c. Underwriters will provide Emergency Medical Evacuation Benefits only when all of the following conditions are met:
  - i. Medically Necessary treatment, services and supplies cannot be provided locally; and
  - ii. Transportation by any other method would result in loss of Member's life or limb; and
  - iii. Recommended by the attending Physician who certifies to the above; and
  - iv. Agreed upon by the Member or a Relative of the Member; and

- v. Approved in advance and coordinated by Underwriters; and
  - vi. The condition giving rise to the Emergency Medical Evacuation occurred spontaneously and without advance warning, either in the form of Physician recommendation or symptoms which would have caused a prudent person to seek medical attention prior to the onset of the Emergency.
- d. Underwriters will provide Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary treatment, services and supplies to prevent the Member's loss of life or limb.
  - e. Underwriters will use their best efforts to arrange any Emergency Medical Evacuation within the least amount of time possible. The Member understands that the timeliness of Emergency Medical Evacuation can be affected by circumstances which are not within the control of Underwriters such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. The Member agrees to hold Underwriters harmless and Underwriters shall not be held liable for any delays that are not within their direct and immediate control.

C. ELIGIBLE EXPENSES – REPATRIATION OF REMAINS

Subject to the Deductible, Coinsurance and Limits set forth in ARTICLE 7 – SCHEDULE OF BENEFITS AND LIMITS, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Repatriation of Remains expenses arising from the death of a Member:

- 1. Air or ground transportation of bodily remains or ashes to the airport or ground transportation terminal nearest to the Principal Residence of the deceased Member; and
- 2. Reasonable costs of preparation of the remains necessary for transportation.

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. Repatriation of Remains must be approved in advance and coordinated by Underwriters; and
- c. Underwriters will provide Repatriation of Remains benefits only when the death of the Member occurs as a result of an Injury or Illness that is covered under this insurance; and
- d. Underwriters will provide Repatriation of Remains benefits only when the Death of the Member occurs while this insurance is in effect; and
- e. Underwriters will use their best efforts to arrange any Repatriation of Remains within the least amount of time possible. The Member understands that the timeliness of Repatriation can be affected by circumstances which are not within the control of Underwriters such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials,

telecommunications problems, weather and other acts of God. The Member, and his/her heirs, agrees to hold Underwriters harmless and Underwriters shall not be held liable for any delays which are not within their direct and immediate control. Further, Underwriters are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily remains incurred during the Repatriation process or otherwise.

#### D. ACCIDENTAL DEATH AND DISMEMBERMENT

Subject to the Limit set forth in ARTICLE 7 – SCHEDULE OF BENEFITS AND LIMITS, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Accidental Death and Dismemberment benefit:

1. Accidental Death – Underwriters will pay the Principal Sum the Schedule of Benefits and Limits to the Beneficiary.
2. Accidental Dismemberment –
  - a. Loss of 2 or more Limbs or eyes – Underwriters will pay the Principal Sum as indicated in the Schedule of Benefits and Limits to the Member.
  - b. Loss of 1 Limb or eye – Underwriters will pay one-half of the Principal Sum as indicated in the Schedule of Benefits and Limits to the Member.

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. The Accident giving rise to the Accidental Death or Dismemberment must be covered under this insurance; and
- c. The Accident giving rise to the Accidental Death must not be a Common Carrier Accident.

### **ARTICLE 10 – WAR, TERRORISM, BIOLOGICAL, CHEMICAL, NUCLEAR EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement or rider attached hereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; and
2. the use of any biological, chemical, radioactive or nuclear agent, material, device or weapon; however, this exclusion shall not apply where the Member is exposed to nuclear radioactive and/or radioactive material for the purpose of medical treatment; and
3. any Act of Terrorism.

For the purpose of this insurance, an “Act of Terrorism” means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This insurance also excludes coverage for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1), (2) or (3) above.

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

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

#### **ARTICLE 11 – EXCLUSIONS**

Charges for the following treatments and/or services and/or supplies and/or conditions are excluded from coverage hereunder:

1. Pre-existing Conditions – Charges resulting directly or indirectly from any Pre-existing Condition, as herein defined, are excluded from this insurance..
2. Routine pre-natal care, Pregnancy, Pregnancy Complications, child birth, and post natal care.
3. False labor, edema, prolonged labor, prescribed rest during the period of Pregnancy, morning sickness and conditions of comparable severity associated with management of a difficult Pregnancy, and all charges related to Pregnancy.
4. Charges incurred by or for any child under the age of 14 days.
5. Treatment for or related to any congenital condition.
6. Charges for treatment of Mental Health Disorders, as defined herein.
7. Charges which are not incurred by a Member during his/her Certificate Period.
8. Charges for any benefit hereunder which are not presented to Underwriters for payment within 60 days beginning on the last day of the Certificate Period.
9. Treatment, services or supplies which are not administered by or under the supervision of a Physician.
10. Treatment, services or supplies which are not Medically Necessary as herein defined.
11. Treatment, services or supplies provided at no cost to the Member.
12. Charges which exceed Usual, Reasonable and Customary as herein defined.
13. Telephone consultations or failure to keep a scheduled appointment.

14. Surgeries, treatments, services or supplies which are Investigational, Experimental or for Research purposes.
15. All charges Incurred while confined primarily to receive Custodial Care, Educational or Rehabilitative Care.
16. Weight modification or surgical treatment of obesity, including wiring of the teeth and all forms of intestinal bypass Surgery.
17. Modifications of the physical body in order to improve the psychological, mental or emotional well-being of the Member such as sex-change Surgery.
18. Surgeries, treatments, services or supplies for cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is directly related to and follows a Surgery which was covered hereunder.
19. Treatment of Members who are HIV+, have AIDS or ARC.
20. Any drug, treatment or procedure that either promotes or prevents conception including but not limited to: artificial insemination, treatment for infertility or impotency, sterilization or reversal of sterilization.
21. Any drug, treatment or procedure that either promotes, enhances or corrects impotency or sexual dysfunction.
22. Abortions.
23. Dental Treatment, except for Emergency Dental Treatment necessary to replace sound natural teeth lost or damaged in an Accident covered hereunder or for the Emergency relief of Acute Onset of Pain.
24. Eyeglasses, contact lenses, hearing aids, hearing implants, eye refraction, visual therapy, and any examination or fitting related to these devices, and all vision and hearing tests and examinations.
25. Eye surgery, such as radial keratotomy, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.
26. Treatment of the temporomandibular joint.
27. Injury resulting from participation in the following activities:
  - a. Amateur Athletics, Contact Sports, and professional sports or athletic activities. Non-contact and non-organized/non-sanctioned amateur sports or athletic activities engaged in by the Member solely for leisure, recreational, entertainment or fitness purposes are not excluded unless they are excluded by (b) through (j) of this provision; and
  - b. mountaineering where ropes or guides are normally used or at elevations of 4,500 meters or higher; and
  - c. aviation (except when traveling solely as a passenger in a commercial aircraft); and
  - d. hang gliding, sky diving, parachuting or bungee jumping; and
  - e. snow skiing or snowboarding, except for recreational downhill and/or cross country snow skiing or snowboarding (no cover provided whilst skiing away from prepared and marked in-bound territories and/or against the advice of the local ski school or local authoritative body); and
  - f. racing by any animal or motorized vehicle; and
  - g. spelunking; and

- h. subaqua pursuits involving underwater breathing apparatus unless PADI/NAUI certified, accompanied by a certified instructor, and at depths of less than 10 meters; and
  - i. jet skiing; and
  - j. any other sport or athletic activity which is undertaken for thrill seeking and exposes the Member to abnormal or extraordinary risk of Injury.
28. Injury sustained while under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a Physician but not for the treatment of Substance Abuse.
  29. Willfully self-inflicted Injury or Illness.
  30. Venereal disease, including all sexually transmitted diseases and conditions.
  31. Immunizations and Routine Physical Exams.
  32. Treatment by a chiropractor.
  33. Charges resulting from or occurring during the commission of a violation of law by the Member, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
  34. Treatment of Substance Abuse.
  35. Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy, holistic care of any nature, massage and kinestherapy.
  36. Any services or supplies performed or provided by a Relative of the Member or any family member of the Member or any person who ordinarily resides with the Member.
  37. Orthoptics and visual eye training.
  38. Services or supplies which are not included as Eligible Expenses as described herein.
  39. The following care, treatment or supplies for the feet: orthopedic shoes, orthopedic prescription devices to be attached to or placed in shoes, treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions, and treatment of corns, calluses or toenails.
  40. Care and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician.
  41. Treatment of sleep disorders.
  42. Exercise programs, whether or not prescribed or recommended by a Physician.
  43. Treatment required as a result of complications or consequences of a treatment or condition not covered hereunder.
  44. Charges for travel or accommodations, except as provided for in the Local Ambulance, Emergency Medical Evacuation, Repatriation of Remains,
  45. Treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
  46. Organ or Tissue Transplants or related services.
  47. Treatment for acne, other acne, moles, skin tags, diseases of sebaceous glands, seborrhea, sebaceous cyst, unspecified disease of sebaceous glands, hypertrophic and atrophic conditions of skin, nevus.
  48. Treatment of all forms of cancer / neoplasm.
  49. Physical Therapy.

50. Claims payable under any government system, including the Australian Medicare system, are excluded from coverage.
51. Charges resulting from a disease outbreak in a country or location for which the US Centers for Disease Control and Prevention (CDC) has issued a Level 3 travel Warning if a) the warning has been in effect within the 6 months immediately prior to the Member's date of arrival, or b) within 10 days following the date the warning is issued the Member has failed to depart the country or location.

## ARTICLE 12 – DEFINITIONS

**Accident:** A sudden, unintentional and unexpected occurrence caused by external, visible means and resulting in physical Injury to the Member.

**Accidental Death:** A sudden, unintentional and unexpected occurrence caused by external, visible means resulting in physical Injury to the Member and subsequently death of the Member. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence.

**Accidental Dismemberment:** A sudden, unintentional and unexpected occurrence caused by external, visible means and resulting in complete severance from the body of one or more Limbs or eyes. For purposes of the Accidental Death and Dismemberment benefit provided by this insurance, the term "Limb" shall mean: the arm when the severance is at or above (toward the elbow) the wrist, or the leg when the severance is at or above (toward the knee) the ankle. Loss of eye(s) shall mean: complete, permanent, irrevocable loss of sight.

**Acute Onset of Pre-Existing Conditions:** is a sudden and unexpected outbreak or recurrence of a Pre-existing Condition, that occurs spontaneously and without advance warning either in the form of Physician recommendations or symptoms. Treatment must be obtained within 24 hours of the sudden and unexpected outbreak or recurrence.

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

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

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

**Amateur Athletics:** 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 athletic activities that are non-contact and engaged in by a Member solely for recreational, entertainment or fitness purposes and not for wage, reward or profit.

**Application:** The fully answered and signed Application which is attached to the Master Policy and the fully answered and signed Application submitted to Underwriters by the Member.



**Assured:** The Atlas/International Citizen Group Insurance Trust, Hamilton, Bermuda.

**Beneficiary:** The individual named in the Member's Application to be the recipient of any Accidental Death or Common Carrier Accidental Death benefit. For Members who do not designate Beneficiary on the Application or on other written form, the Beneficiary is automatically as follows:

Members age 18 or older: 1. Spouse (if any), 2. Children (if any) equally, 3. Estate of the Member.

Members under age 18: 1. Custodial Parent(s) (if any), 2. Siblings (if any) equally, 3. Estate of the Member.

**Certificate:** The document issued to the Member or Participating Organization which provides evidence of benefits payable under the Master Policy.

**Certificate Period:** The period of time beginning on the date and time of this Certificate Effective Date and ending on date and time of this Certificate Termination Date. The maximum Certificate Period is 364 days.

**Coinsurance:** The payment by the Member of Eligible Expenses at the percentage specified in the Schedule of Benefits and Limits.

**Common Carrier:** An airplane, bus, train or watercraft operating for commercial purposes and carrying fare-paying passengers on regularly scheduled and published routes.

**Contact Sports:** A sport or other athletic activity that necessarily involves physical contact with opposing players as part of normal play. Covered Contact Sports are American football, rugby, and soccer.

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

**Declaration:** The Declaration is attached to and forms a part of the Master Policy. A Declaration is also attached to the group Certificate.

**Deductible:** The dollar amount of Eligible Expenses, specified in the Schedule of Benefits and Limits, that the Member must pay per Injury or Illness

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

**Displaced:** Required to depart a destination due to an evacuation ordered by prevailing authorities.

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

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

**Emergency:** A medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Member's life or limb in danger if medical attention is not provided within 24 hours.

**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 state in which it operates; and is regularly engaged in providing 24-hour skilled nursing care

under the regular supervision of a Physician and the direct supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed by a Physician; and provides each patient with active treatment of an Illness or Injury. Extended Care Facility does not include a facility primarily for rest, the aged, Substance Abuse treatment, Custodial Care, nursing care or for care of Mental Health Disorders or the mentally incompetent.

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

**Home Country**: For US Citizens, Home Country is the United States of America, regardless of the location of the Member's Principal Residence. For non-US Citizens, Home Country is the country where the Member principally resides and receives regular mail.

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

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

**Hospital**: An institution which operates as a hospital pursuant to law, and is licensed by the State or Country in which it operates; and operates primarily for the reception, care and treatment of sick or injured persons as Inpatients; and provides 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 long-term care facility, Extended Care Facility, nursing, rest, Custodial Care or convalescent home, a place for the aged, drug addicts, alcoholics or runaways; or similar establishment.

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

**Incurred**: A charge is incurred on the date the service is provided or supply is purchased.

**Injury**: Bodily Injury resulting from an Accident.

**Inpatient**: A person who is an overnight resident patient of a Hospital, using and being charged for room and board.

**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 Hospitals for Special Care Units.

**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.

**Medically Necessary**: 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 is provided only as a convenience to the Member or provider, and/or is not appropriate for the Member'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.

**Member:** An individual who is covered under this insurance.

**Mental Health Disorder:** A mental or emotional disease or disorder which generally denotes a disease of the brain with predominant behavioral symptoms; or a disease of the mind or personality, evidenced by abnormal behavior; or a disorder of conduct evidenced by socially deviant behavior. Mental Health Disorders include: psychosis, depression, schizophrenia, bipolar affective disorder, and those psychiatric illnesses listed in the current edition of the diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association.

**Natural Disaster:** Any event or force of nature caused by environmental factors that has catastrophic consequences. Covered Natural Disasters are: avalanche, earthquake, flood, hurricane, impact event, landslides, mudslides, tornado, tsunami, tropical cyclone, typhoon, volcanic eruption, and wildfire.

**Outpatient:** A Member who receives Medically Necessary treatment by a Physician for Injury or Illness that does not require overnight stay in a Hospital.

**Participating Organization:** The organization specified on the Declaration of this Certificate that submits an Application to participate as a Participating Organization on a form provided by Underwriters, is accepted as a Participating Organization, receives a Certificate issued by Underwriters, and provides each and every Participant who is covered with a Summary of Benefits, as provided by Underwriters.

**Physician:** A doctor of Medicine (MD), doctor of Dental Surgery (DDS), doctor of Dental Medicine (DDM) or a licensed Physical Therapist of Physiotherapist. Physician does not include a doctor of Chiropractic (DC), doctor of Osteopathy (DO), a doctor of Psychology (Ph.D), a doctor of Psychiatry (Psy.D) 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.

**Plan Administrator:** HCC Medical Insurance Services, LLC, 251 North Illinois Street, Suite 600, Indianapolis, Indiana 46204, Telephone (317) 262-2132, Fax (317) 262-2140.

**Pre-existing Condition:** Any (1) condition for which medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) was recommended or received during the 12 months immediately preceding the Certificate Effective Date; (2) condition that had manifested itself in such a manner that would have caused a reasonably prudent person to seek medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) within the 12 months immediately preceding the Certificate Effective Date; (3) injury, illness, sickness, disease, or other physical, medical, mental, or nervous conditions, disorder or ailment (whether known or unknown) that, with reasonable medical certainty, existed at the time of application or within the 12 months immediately preceding the Certificate Effective Date. For the purposes of the Complications of Pregnancy coverage offered hereunder, Pregnancy will not be included within the definition of a Pre-existing Condition.

**Pregnancy:** The physical condition of being pregnant.

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

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

**Relative:** Biological or step parent, current spouse, biological or stepsiblings.

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

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

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

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

**Usual, Reasonable and Customary:** The most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are Reasonable. What is defined as Usual, Reasonable and Customary Charges will be determined by Underwriters. In determining whether a charge is Usual, Reasonable and Customary, Underwriters may consider one or more of the following factors: the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services; the severity or nature of the Illness or Injury being treated; the amount charged for the same or comparable services, medicines or supplies in the locality; the amount charged for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; such other factors as Underwriters, in the reasonable exercise of discretion, determine are appropriate.

## **ARTICLE 13 – HOW TO FILE A CLAIM**

Notice of Claim, Claimant’s Statement and Authorization, and Proof of Claim must be mailed to:

HCC Medical Insurance Services, LLC  
P.O. Box 2005  
Farmington Hills, Michigan 48333-2005