



ChoiceAmerica™ Border Entry Protection Certificate of Insurance

Benefit Summary

Coverage Limit / Maximum Amount for Eligible Expenses	
Period of Coverage	Twelve (12) continuous months of maximum coverage
Certificate Period	Refer to the Declaration page for the Effective and termination dates of coverage
Period of Coverage Maximum Limit	\$2,500
Age Limit:	15 days to 75 years of age
Extension Option	Extension Limits: After initial Certificate Period, extensions may be purchased up to the maximum Period of Coverage Refer to the EXTENSION/AMENDMENT OF BENEFITS provision for complete details
Area of Coverage	United States, Canada, and Mexico only (North America)
Deductible for Eligible Expenses Per Certificate Period	
Deductible	\$0
Coinsurance for Eligible Expenses	
Coinsurance	Plan pays 100% Insured pays 0%
Benefit	
Return Airline Ticket: <ul style="list-style-type: none"> ▪ Cost of one (1) economy class Common Carrier airline ticket ▪ Airline Change Fee ▪ Must return to original Country of Origin ▪ Only applies to non-United States citizen or non-United States resident ▪ Only applies to persons traveling to enter the United States with a Visitor Visa B-2 for tourism, visiting family and friends or on holiday 	Lifetime Maximum Limit: \$2,500

- A. SCHEDULE OF BENEFITS / BENEFIT SUMMARY:** Subject to the Terms of this insurance and the insurance plan shown in the Declaration, the insurance plan is available to the Insured Person while outside his/her Home Country and offers benefits and coverage arising out of denial of entry into the United States incurred while the insurance plan shown in the Declaration is in effect.
- B. AGREEMENT:** International Medical Insurance Company Ltd. (the Company) promises and agrees to provide the Insured Person with the benefits described in the Master Policy, as outlined herein and coverage for which is certified hereunder by the Company. The Company makes this promise and agreement in consideration of the Assured's application, the Insured Person's Application and payment of Premium, and subject to all of the Terms of the Master Policy and as contained therein, including any Riders. The Master Policy is effective as of April 1, 2017, and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISION, TERMINATION OF MASTER POLICY, below. This Certificate shall be effective as of the Effective Date of Coverage shown on the Declaration, and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISION, TERMINATION OF COVERAGE FOR INSURED PERSONS, provision. This Certificate is not part of the Insurance Contract. The contract is the Master Policy, the Application, the Declaration and any applicable Riders. This Certificate is merely a description of and evidence of the Insured Person's rights and benefits under the contract. The Declaration likewise is evidence of the coverage under the contract and a statement of the Effective Date of Coverage, subject always to the terms of coverage contained within the contract. The Company hereby recognizes International Medical Group®, Inc. as the Company's authorized agent and representative, and as the Plan Administrator of the Master Policy and this Certificate. Subject to the CONDITIONS AND GENERAL PROVISIONS and SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT provisions, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate shall be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company.
- C. CONDITIONS AND GENERAL PROVISIONS:** The following Terms are conditions precedent to the Company's liability under the insurance provided to the Insured Person pursuant to and in accordance with the Terms of the Master Policy, as represented by this Certificate (such insurance being sometimes referred to herein as "this insurance" or "the plan"):
- (1) **ENTIRE AGREEMENT:** The Master Policy, including the Application, the Declaration, and any Riders, which constitutes the entire agreement between the Insured Person, the Assured and the Company ("Insurance Contract"). This Certificate, including the Application, the Declaration, and any Riders, is an outline and evidence of the insurance provided by the Master Policy. This Certificate does not extend or change the coverage provided by the Master Policy. The insurance evidenced by this Certificate is subject to all Terms of the Master Policy, including the Application, the Declaration, and any Riders.
- (2) **PREMIUM:** Payment of required Premium shall be remitted to the Company on or before the Effective Date of Coverage. In accordance with the CANCELLATION BY INSURED PERSON provision, the Insured Person has the right to cancel the Certificate and to have the premium refunded if, after examination of the Certificate, the insured person is not satisfied for any reason.
- (3) **CLAIMS NOTIFICATION:** All claims and related claim information should be filed with the Company through the Plan Administrator at the contact information below, or online at <http://myimg.imglobal.com>, as soon as possible:
- International Medical Group
Attn: Claims Department
PO Box 88500
Indianapolis, IN 46208-0500
USA
- (4) **PROOF OF CLAIM:** When the Company receives notice of a claim for benefits under this insurance from or on behalf of an Insured Person it will provide the Insured Person with a claim form for filing Proof of Claim:
- (a) 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.
- (i) a duly completed, timely submitted, and signed claim form and authorization for release of information; and
 - (ii) documentation from the United States Customs and Border Protection certifying the reason the Insured Person was denied entry upon initial arrival into the United States; and
 - (iii) original Common Carrier itinerary, airline ticket with ticket and confirmation numbers and Proof of Payment for original trip scheduled for the United States; and
 - (iv) new Common Carrier itinerary to return to the Country of Origin, airline ticket with ticket and confirmation numbers, Proof of Payment, and if the funds from the original Common Carrier airline ticket was not applied to the new airline ticket, documentation from the airline carrier indicating the disposition of the funds from the original return airline ticket.
- (b) The Company at its discretion, may require additional documentation to verify the validity of the claim.

- (c) The Insured Person shall have ninety (90) days from the date a claim is incurred to submit a complete Proof of Claim. The Company at its option may pend resolution and adjudication of submitted claims and/or may deny coverage due to:
- (i) an incomplete Proof of Claim; and/or
 - (ii) failure to submit a Proof of Claim.

- (5) **APPEALING A CLAIM:** In the event the Company denies all or part of a claim, the Insured Person shall have sixty (60) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address within which to appeal the determination. The Insured Person must file two (2) appeals prior to bringing any legal action under the Insurance Contract. The Insured Person should submit a written request for an appeal along with comments, all relevant, pertinent or related documents relating to the claim. The Company's review will take into account all comments, documents, records, and other information submitted by the Insured Person relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review as set forth in the EXTENSION/AMENDMENT provision, and will respond in writing as soon as reasonably practicable, and in any event within ninety (90) days from receipt thereof.

The appeal must be sent to:

International Medical Group
Attn: Benefit Review
2960 N. Meridian Street
Indianapolis, IN, 46208
USA

- (6) **ASSIGNMENT, CHANGE OR WAIVER:** Notwithstanding any law, statute, judicial decision, or rule to the contrary which may be or may purport to be otherwise applicable within the jurisdiction, locale or forum state of any Commercial Carrier, travel service, supplier, or travel agent, no transfer or assignment of any of the Insured Person's rights, benefits or interests under this insurance shall be valid, binding on, or enforceable against the Company (or the Plan Administrator) unless first expressly agreed and consented to in writing by the Company. Any such purported transfer or assignment not in compliance with the foregoing Terms shall be void *ab initio* and without effect as against the Company (or the Plan Administrator), and the Company shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto. The Terms of the Master Policy as evidenced by this Certificate shall not be waived, modified or changed except by the express written agreement of the Company.

- (7) **SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT:** No action at law or in equity can be brought by the Insured Person to recover on the Insurance Contract prior to the later of (1) expiration of the later of sixty (60) days after written PROOF OF CLAIM has been furnished in accordance with the Insurance Contract or (2) exhaustion of two (2) appeals under the APPEALING A CLAIM provision. No action at law or in equity can be brought after the expiration of three (3) years after the time written PROOF OF CLAIM is required to be furnished under the Insurance Contract. The Insurance Contract between the Insured Person and the Company as represented by the Master Policy and evidenced by this Certificate shall be deemed issued, finalized and made in Bermuda. Sole and exclusive jurisdiction and venue for any court action or administrative proceeding relating to this insurance shall be in Bermuda, for which the Insured Person expressly consents. The subjects, risks and benefits of insurance covered by the Master Policy and evidenced by this Certificate are not intended or considered by the Company (or the Plan Administrator) to be resident, located, or to be performed in any particular country, jurisdiction, state or political subdivision. Bermuda law shall govern all rights and claims raised under this Certificate of Insurance.

Nothing in this provision constitutes or should be deemed, considered or understood to constitute a waiver of the Company's rights to: (a) oppose venue, procedural and/or substantive choice of law, personal jurisdiction, or subject matter jurisdiction in any forum other than the courts in Hamilton, Bermuda, (b) commence an action in any court of competent jurisdiction in or outside of Hamilton, Bermuda, as permitted by the laws of such forum or the laws of Bermuda, or (c) seek transfer of a case to another court or forum as permitted by the laws of such forum or the laws of Bermuda, as applicable; all of which rights are expressly reserved and retained.

Subject to and without limiting, expanding, superseding, modifying or waiving any of the foregoing Terms contained in this provision pursuant to any statute of any jurisdiction which makes provision thereof, the Company hereby designates the Bermuda Monetary Authority Director of Insurance Supervision (or such other officer specified for that purpose in the statute), or his successor or successors in office, as its true and lawful attorney, under a special power of attorney, upon whom may be served any lawful process issued in connection with the initiation of any action, suit or proceeding instituted by or on behalf of the Insured Person arising out of this insurance, and hereby designates and appoints CTC Insurance Management (Bermuda) Ltd, Swan Building, 2nd Floor, 26 Victoria Street, Hamilton HM 12, P.O. Box HM 2904, Hamilton HM LX, Bermuda, as its attorney-in-fact and agent for service of process to whom said officer or Director is authorized to mail or serve any such process or a true copy thereof.

- (8) **MISREPRESENTATION** - Any misstatement, omission, concealment or fraud, either in the Insured Person's Application which forms a part of the Master Policy and this Certificate, or in relation to any statement, certification or warranty made by the Insured Person or their representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render this Certificate null and void and all claims and benefits under this insurance shall be forfeited and waived.
- (9) **INSOLVENCY** - The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of the Assured or any Insured Person shall not impose upon the Company any liability or obligation other than that specifically included in this insurance.
- (10) **SUBROGATION CLAUSE**: The Insured Person shall undertake to pursue in his/her own name and stead, and to fully cooperate with the Company in the pursuit and prosecution of, any and all valid claims that the Insured Person may have against any third party who may be liable or responsible for any loss or damage arising out of any act, omission or occurrence which results or may result in a loss payment, provision of benefits, or coverage of claim by the Company under this insurance, and to fully account to the Company for any amounts recovered or recoverable in connection therewith, on the basis that the Company shall be reimbursed and entitled to recover first in full for any sums paid or to be paid by it before the Insured Person shares in any amount so recovered. The Insured Person further agrees and understands that the Company requires the Insured Person to complete a subrogation questionnaire, sign an acknowledgment of the Company's Subrogation rights and sign an agreement before the Company considers paying, or continues to pay, any claims. Should the Insured Person fail to so cooperate, account, or to prosecute any valid claims against any such third party or parties, and the Company thereupon or otherwise becomes liable or otherwise obligated to make payment under the Terms of this insurance, then the Company shall be fully subrogated to all rights and interests of the Insured Person with respect thereto and may prosecute such claims in its own name as subrogee. The Insured Person's submission of Proof of Claim or acceptance of coverage or benefits under this insurance shall be deemed to constitute an authorization, consent and assignment of such subrogation rights by the Insured Person to the Company. The Insured Person agrees the Company has a secured proprietary interest in any settlement proceeds the Insured Person receives or may be entitled to receive. The Insured Person understands and agrees the Company is entitled to a constructive trust interest in the proceeds of any settlement or recovery. The Insured Person agrees to include the Company as a co-payee on any settlement check or check from any third party or insurer. The Insured Person agrees he/she will not release any party or their insured without prior written approval from the Company, and will take no action which prejudices the Company's rights. The Insured Person is obligated to inform their legal representative of the Company's rights and lien and to make no distributions from any settlement or judgment which will in any way result in the Company receiving less than the full amount of its lien without the written approval of the Company. Any amount recovered by the Company in accordance with the foregoing shall first be used to pay in full the costs and expenses of collection incurred by the Company, including reasonable attorneys' fees, and for reimbursement to the Company for any amount that it may have paid or become liable to pay under this insurance. Any remaining amounts recovered shall be paid to the Insured Person or other persons lawfully entitled thereto, as applicable. In the event that the Insured Person receives any form or type of settlement and either fails or refuses to abide by the terms of this Insurance Contract, in addition to any other remedies the Company may have, the Company retains a right of equitable offset against future claims.
- (11) **OTHER INSURANCE** - The Company shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim under this insurance if there is any other insurance, membership benefit, workers' or workplace compensation coverage program or other government program, reimbursement or indemnification coverage, 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 in respect of any excess beyond the amount payable or provided under such Other Coverage had this insurance not been effected. The Company shall not be liable or obligated to provide any benefit or to pay or reimburse any claim in respect to Treatment or supplies furnished by any program or agency funded by any government or governmental authority.
- (12) **CANCELLATION BY INSURED PERSON**: The Insured Person shall have three (3) days from the Initial Effective Date of Coverage (the "Review Period") to review the benefits, conditions, limitations, exclusions and all other Terms of the Master Policy as evidenced and outlined by this Certificate. If not completely satisfied, the Insured Person may request cancellation of this insurance retroactive to the Initial Effective Date of Coverage by sending a written request to the Company by mail or fax and received by the Company within the Review Period, thereby qualifying to receive a full refund of Premium paid. Upon effectuation of such cancellation and refund, neither the Company nor the Insured Person shall have any further rights, liabilities or obligations under this insurance. After the Review Period, the following conditions apply if the Insured Person wishes to cancel the insurance:
- (a) If any claims have been filed with the Company, the Premium is fully earned and is non-refundable.
 - (b) If no claims have been filed with the Company,
 - (i) a cancellation fee of twenty dollars (\$20.00) will be charged; and
 - (ii) premium refunds will be pro-rated.

(13) APPLICABLE CURRENCY: All benefit amounts, coverage, monetary limits and sub-limits, and other amounts stated in the Master Policy, the Application, the Declaration, this Certificate, and in any Riders, including Premium, are in United States dollars.

(14) COOPERATION - The Insured Person and his/her Commercial Carrier, travel supplier and other suppliers shall undertake to cooperate fully with the Company and the Plan Administrator in reviewing, investigating, adjudicating, considering an appeal of, and/or administering any claim for benefits under this insurance, including granting full right of access to all relevant, pertinent or related records and all other available evidence relating to or affecting the review, investigation, adjudication or administration of the claim. The Company at its own expense shall have the right and opportunity to examine all evidence related to a claim when and as often as it may reasonably require during the pendency of a claim hereunder. The Company at its option may suspend or pend adjudication of a claim, and/or may deny benefits and/or coverage for a claim, when there has been:

- (i) a refusal to so cooperate,
- (ii) an unreasonable delay in such cooperation, and/or
- (iii) any other act or omission on the part of the Insured Person and/or his/her healthcare providers which hinders, delays, impairs, or otherwise prejudices the performance of the Company's obligations under this insurance.

(15) CLAIM SETTLEMENT: Eligible and covered claims for Eligible Airline Expenses or other benefits under this insurance that have previously been paid by or on behalf of the Insured Person at the time of the Company's favorable adjudication thereof will be reimbursed by the Company directly to the Insured Person, by check, at his/her last known residence or mailing address. While this insurance is in effect, in order to effectuate proper administration, the Insured Person shall undertake to promptly notify the Company of any change in such addresses. Eligible and covered claims for Eligible Airline Expenses or other benefits under this insurance that have not been paid by or on behalf of the Insured Person at the time of adjudication will be paid by the Company by check or electronic funds transfer to the Insured Person at his/her last known residence or mailing address, or, at the sole option and discretion of the Company (but without obligation to do so), and as an accommodation to the Insured Person, directly to the provider(s), as applicable. All claim settlements, payments and reimbursements are subject to the applicable Deductible and Coinsurance, if any, and to the benefit limits and sub-limits and all other Terms of this insurance. No Commercial Carrier or travel service or supplier, or any other third-party, shall have any direct or indirect interest, claim or right of action against the Company under this Certificate, the Declaration or the Master Policy, whether by purported assignment of benefits, subrogation of interests or otherwise, unless first expressly agreed and consented to in writing by the Company, and notwithstanding the Company's exercise or failure to exercise any option or discretion under this provision regarding the method of claim payment. No such provider, supplier or other third-party is intended to have or shall have any rights as a third-party beneficiary under this Certificate, the Declaration, or the Master Policy.

(16) FRAUDULENT CLAIMS: A person who knowingly and with intent to defraud the Company files a statement of claim containing any false, incomplete, or misleading information commits a felony. If any claim or request for benefits under this insurance shall knowingly be in any respect false, incomplete, misleading, concealing, fraudulent or deceitful, or if the Insured Person or anyone acting for or on his/her behalf under this insurance knowingly uses any false, incomplete, misleading, concealing, fraudulent or deceitful statements regarding the Insured Person, the Insurance Contract and all coverage thereunder may be cancelled, voided, rescinded and terminated by the Company in its sole and absolute discretion, and the Company shall have no obligation or liability for any such benefits, coverage or claims.

(17) ARBITRATION: With the exception of Florida residents' option to refer to arbitration, no claim for benefits for which liability, eligibility, or coverage under this insurance has been denied in whole or in part by the Company nor any other dispute or controversy arising under or related to this insurance shall be arbitrable or subject to arbitration under any circumstances or for any reason.

(18) TERMINATION OF MASTER POLICY - The Master Policy can be terminated at any time by either the Company or the Assured by giving at least thirty (30) days written notice to the other and to the Insured Person. Such termination will have no effect on this Certificate prior to the date of the termination, or on eligible coverages or benefits under this insurance accrued prior thereto. No additional Certificates will be issued or further Applications accepted for the plan after the date the Master Policy is terminated.

(19) TERMINATION OF COVERAGE FOR INSURED PERSONS: Coverage and benefits for the Insured Person under this insurance will terminate effective at 12:01 AM, EST, on the earliest of the following dates:

- (a) the next day following the end of the coverage period for which Premium has been fully and timely paid; or
- (b) the termination date as shown on the Declaration for this Certificate; or
- (c) the date the Master Policy is terminated; or
- (d) the date the Insured Person returns to his/her Home Country; or

- (e) the date the Insured Person has left the Host Countries unless otherwise specified under this Certificate; or
- (f) the next day following twelve (12) months from the Initial Effective Date; or
- (g) the date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in this Certificate; or
- (h) the date the Company, at its sole option, elects to cancel from the insurance plan (sometimes referred to herein as "this insurance plan") all insured persons of the same gender, age, class or geographic location as the Insured Person, provided the Company gives no less than thirty (30) days advance written notice by mail to the Insured Person's last known residence or mailing address of its intent to exercise such option; or
- (i) the date the Insured Person enters active military service; or
- (j) The date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances set forth in the MISREPRESENTATION, CANCELLATION BY INSURED PERSON, FRAUDULENT CLAIMS, RIGHT OF RECOVERY or RENEWAL/AMENDMENT.

Coverage for the Insured Person shall remain in full force and effect unless terminated pursuant to this provision, except as otherwise provided in the Master Policy, the Declaration, or this Certificate.

(20) RIGHT OF RECOVERY - In the event of overpayment by the Company of any claim for benefits under this insurance, for any reason, including without limitation because:

- (a) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance; or
- (b) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance.

The Company shall have the right to receive a refund and to recover the amount of overpayment from the Insured Person and/or a travel agent or travel supplier. The amount of the refund and recovery for overpayment of claims shall be the difference between:

- (i) the amount paid by the Company; and
- (ii) the amount, if any, that should have been paid by the Company under the Terms of this insurance; and

For all other overpayments, the amount of the refund and recovery shall be the amount overpaid.

If the Insured Person, travel agent or travel supplier does not promptly make any such refund to the Company, the Company may, in addition to any other rights or remedies available to it (all of which are reserved):

- (i) reduce or deduct from the amount of any future claim that is otherwise eligible for coverage or payment under this insurance, to the full extent of the refund due to the Company; and/or
- (ii) Cancel this Certificate and all further coverage of the Insured Person under the Master Policy by giving thirty (30) days advance written notice by mail to the Insured Person at his/her last known residence or mailing address, and offset against the amount of any refund of Premium due the Insured Person to the full extent of the refund due to the Company

D. ELIGIBILITY: If an Insured Person is not eligible, this Certificate is void *ab initio* and all premium paid will be refunded. In order to be eligible and qualified for coverage under this insurance, a person must:

- (1) not be a citizen of or have a permanent residence in the United States; and
- (2) must be traveling outside of their Home Country; and
- (3) be an individual at least fifteen (15) days old and not older than seventy-five (75) years of age; and
- (4) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's Spouse and/or Dependent; and
- (5) All potential Insured Persons must be visiting one of the Host Countries, elect and pay Premium for pay the required Premium on or before the Effective Date of Coverage; and
- (6) on the Effective Date have legally departed the Home Country and legally entered or in transit to one of the Host Countries and;
- (7) for Insured Persons sixty-five (65) and older visiting the United States, the initial Certificate Period must begin within thirty (30) days of arrival in the United States or the individual must have valid international travel insurance coverage expiring within thirty (30) days prior to initial Effective Date. United States domestic health care coverage does not serve to meet this requirement; and
- (8) receive notification of acceptance of his/her Application or extension from the Company; and
- (9) not be Hospitalized, Disabled, or HIV+ on the Initial Effective Date; and

E. Eligible Airline Expenses: Subject to the Terms of this insurance, including without limitation the limits set forth in the BENEFIT SUMMARY, herein, and EXCLUSIONS provisions, the Company will reimburse the Insured Person for the following costs, Charges and expenses incurred by the Insured Person during the Certificate Period when the Insured Person is denied entry into the United States, either upon arrival or while enroute to the United States, as a result of an Executive Order:

- (1) Cost of one (1) economy class Common Carrier airline ticket; or
- (2) Common Carrier Airline Change Fee and the airline ticket cost difference after the deduction of the Air Credit refund for the unused portion of the original airline ticket.
- (3) Non-United States citizen and non-United States resident with the proper United States Visitor Visa B-2 for tourism, visiting family and friends or on holiday.

F. EXCLUSIONS: All Charges, costs, expenses and/or claims incurred by the Insured Person and directly or indirectly relating to or arising from or in connection with any of the following acts, omissions, events, conditions, Charges, consequences, claims, services and/or supplies are expressly excluded from coverage under this insurance, and the Company shall provide no benefits and shall have no liability therefor:

(1) **War; Military Action:** The Company shall not be liable for and will not provide coverage or benefits for any claim or Charges incurred with respect to an eligible Common Carrier Airline Expense or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising or incurred in connection with or as a result of any of the following occurrences:

- (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 type;
- (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; and
- (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).

Any claim, Charges, Illness, Injury or other consequence happening or 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 connection with, any of the said Occurrences shall be deemed and considered to be consequences for which the Company shall not be liable under the Master Policy or this Certificate, except to the extent that the Insured Person shall prove that such claim, Charges, Illness, Injury or other consequence happened independently of the existence of such abnormal conditions and/or Occurrences.

(2) **Terrorism:** The Company shall not be liable for and will not provide coverage or benefits for any claim or Charges or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with any act of Terrorism; and provided, further, the Company shall not be liable for and will not provide any coverage or benefits for any claim, Charges or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or 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; and/or
- (b) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issued a Travel Warning that was in effect on or within six (6) months prior to the Insured Person's date of arrival in said location, post, area, territory or country; and/or
- (c) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issues a Travel Warning that 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 unreasonably fails or refuses to heed such warning and thereafter remains in said location, post, area, territory or country.

Any claim, Charges or other consequence happening or 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 connection with, any of the said occurrences shall be deemed and considered to be consequences for which the Company shall not be liable under the Master Policy or this Certificate, except to the extent that the Insured Person shall prove that such claim, Charges or other consequence happened independently of the existence of such abnormal conditions and/or occurrences.

(4) Insured is from a country named on any active Executive Order at the time of purchase;

(5) Insured is on the United States terror watch list;

- (6) Insured denied entry to the United States upon arrival or while enroute to the United States because they are traveling on an incorrect visa or for any other reason than an Executive Order;
- (7) Insured denied entry to the United States upon arrival or while enroute to the United States because they have violated any rule, law, condition of or guideline regarding the visa upon which they are traveling;
- (8) Insured is visiting the United States for medical treatment, participation by amateurs in musical, sports, or similar events or contests, if compensation is received;
- (9) Insured is visiting the United States for studies that receive credits toward a degree;
- (10) The Insured committed a crime in route or upon entry to the United States which caused or would have caused them to be returned to their Country of Origin;
- (11) The United States government has paid, offered to pay, or will pay for repatriation of the Insured back to the Country of Origin;
- (12) The Commercial airline paid, offered to pay, or will pay for repatriation of the Insured back to the Country of Origin; and/or
- (13) The Insured Person has an unused Air Credit issued by the airline carrier. If Air Credit is not used, the amount reimbursed will be reduced by the amount of the Air Credit.

G. DEFINITIONS

Airline Change Fee: A fee the Common Carrier Charges to change an airline ticket.

Air Credit: The amount in which the Common Carrier provides a refund to the passenger's account for an unused airline ticket that can be applied to the purchase of a future airline ticket. The refund is given to the passenger in lieu of a cash refund or for a non-refundable airline ticket.

Application: The fully answered and signed individual or Family Application/enrollment form submitted by or on behalf of the Insured Person for acceptance into this insurance plan, which Application shall be incorporated in and become part of this Certificate and Insurance Contract. 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 the Company or the Plan Administrator.

Assured: The Global Life Insurance Services Group Insurance Trust, Bank of Bermuda, Hamilton, Bermuda.

Certificate: This document, including any the ChoiceAmerica™ medical Certificate of Insurance and Riders, as issued to the Insured Person, which describes and provides an outline and evidence of eligible insurance coverage and benefits payable to or for the benefit of the Insured Person under the Master Policy. The Application and the Declaration are incorporated herein by this reference and made a part hereof.

Certificate Period: The period beginning on the Effective Date of Coverage of this Certificate, including any extension purchases, and ending on the earliest of the following dates:

- the termination date specified in the Declaration, or
- the termination date as determined in accordance with the TERMINATION OF COVERAGE FOR INSURED PERSONS provision.

Charges: Any cost, fee or tax incurred for a one (1) way economy Common Carrier airline ticket or Airline Change Fee to return to the Country of Origin due to an Executive Order being issued denying the Insured Person entry into the United States.

ChoiceAmerica™: The Certificate of Insurance that is required to maintain coverage under the Border Entry Protection benefit and is administered by the Plan Administrator.

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

Company: The "Company," as referred to in the Master Policy and this Certificate, is International Medical Insurance Company, Ltd. headquartered in Hamilton, Bermuda. This insurance and its risks are underwritten by the Company as the insurer and carrier, and the Company is solely obligated and liable for the coverage and benefits provided by this insurance.

Country of Origin: The country where the Insured Person originated the trip.

Declaration: The Declaration of Insurance issued by the Plan Administrator for and on behalf of the Company to the Insured Person contemporaneously with this Certificate evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate, which Declaration shall be incorporated in and become a part of this Certificate.

Dependent Child: A Child who meets either of the following conditions:

- (i) under the age of eighteen (18) years old but older than fifteen days (15) days and otherwise eligible for this insurance pursuant to the ELIGIBILITY provision, or
- (ii) who has been properly listed and identified on the Application and for whom the proper Premium has been timely paid.

Effective Date; Effective Date of Coverage: The date coverage for the Insured Person begins under the Terms of the Master Policy as evidenced by this Certificate, as indicated on the Declaration.

EST: United States Eastern Standard Time.

Executive Order: A rule or order issued by the United States President on how federal agencies are to use their resources and having the force of law.

Family: An Insured Person and his/her Spouse who is covered as an Insured Person under this insurance plan and his/her natural Child or Children who are under the age of eighteen (18) and covered as Insured Persons under this insurance plan.

Home Country: For United States citizens, the Home Country is the United States. For non-United States citizens, the Home Country is the country of which the Insured Person is a citizen or national; including any country where the Insured Person maintains his/her primary residence or usual place of abode and any country of which the Insured Person pays income taxes or is the possessor of a validly issued passport. In the event, there is more than one Home Country under the above-listed criteria or the person has dual citizenship, the Home Country is the country meeting the above-listed criteria and listed by the Insured Person as his or her Home Country on the Application.

Insurance Contract: The Master Policy, including the Application, the Declaration, and any Riders, which constitutes the entire agreement between the Insured Person, the Assured and the Company.

Insured Person: The person named on the Declaration of the Certificate.

Master Policy: The applicable Master Policy for ChoiceAmerica™ insurance as issued on an annual basis by the Company to the Assured, and under which insurance coverage and benefits are provided by the Company to the Insured Person, subject to the Terms thereof, and as outlined and evidenced by this Certificate and subject to the Terms hereof. The Company, as insurance carrier and underwriter of the Master Policy, is solely liable and responsible for the coverage and benefits provided thereunder.

Maximum Limit: The cumulative total dollar amount of benefit payments and/or reimbursements available to an Insured Person under this insurance during the Insured Person's Certificate Period. When the Maximum Limit is reached, no further benefits, reimbursements or payments will be available under this insurance during the Insured Person's Period of Coverage.

Period of Insurance: The maximum period of twelve (12) continuous months including the initial Certificate Period and extensions.

Plan Administrator: The Plan Administrator for this group is International Medical Group®, Inc., 2960 N Meridian Street, Indianapolis, Indiana, 46208, Telephone Number 317.655.4500, or 1.800.628.4664, Fax Number 317.655.4505, Website: <http://www.imglobal.com>, Email: info@imglobal.com. As the Plan Administrator, International Medical Group, Inc., acts solely as the disclosed and authorized agent and representative for and on behalf of the Company, and does not have and shall not be deemed, considered or alleged to have any, direct, indirect, joint, several, separate, individual, or independent liability or obligation of any kind under the Master Policy, the Declaration, or this Certificate to the Insured Person or to any other person or entity, including without limitation to any airlines or travel service provider.

Premium: The premium payments required to effectuate and maintain the Insured Person's insurance coverage and benefits under this insurance, in the amounts and at the times ("Due Dates") established by the Company in its sole discretion from time to time.

Proof of Claim: Duly completed and signed claim form, original and new Common Carrier itineraries, original and new airline tickets with ticket number and Proof of Payment for tickets purchased.

Proof of Payment: A copy of the Common Carrier airline receipt, which must include the airline ticket number, conformation number, itemization of ticket cost and form of payment or a copy of the airline ticket which must include the ticket number, copy of credit card statement, cancelled check or bank statement substantiating the payment of the airline ticket.

Rider: Any exhibit, schedule, attachment, amendment, endorsement, Rider or other document attached to, issued in connection with, or otherwise expressly made a part of or applicable to, the Master Policy, this Certificate, the Declaration, or the Application, as the case may be.

Spouse: An Insured Person's legal husband and/or wife. Such Spouse must have met all requirements of a valid marriage contract in the state of marriage of such parties. The term "Spouse" shall exclude: a husband or wife who is legally separated or divorced from the Insured Person so long as all requirements have been met of a valid separation agreement or divorce decree in the state granting such separation or divorce; and/or spouse who is on active military duty; and/or a Spouse who is covered under this insurance.

Terms: Terms, provisions, conditions, definitions, limits, sub-limits, limitations, wordings, restrictions, qualifications and/or exclusions.

Terrorism: Criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provide a state of terror in the general public or in a group of persons or particular persons, intimidate a population, or compel a government of international organization to do or to abstain from doing an act.

Travel Warning: Published statement or web-site document issued by the United States Department of State, Bureau of Consular Affairs or similar government agency of the Insured Person's Home Country, warning that travel to specific identified countries is hazardous and is not advised.