

# COVER AMERICA<sup>SM</sup> – *Gold*

Program Summary



**CRUM & FORSTER<sup>®</sup>**

EST. 1822

A FAIRFAX COMPANY



**SEVENCORNERS**

*The Right Way to Travel<sup>®</sup>*

303 Congressional Boulevard  
Carmel, IN 46032 USA

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317-575-2652  
317-575-2659 FAX

[sevencorners.com](http://sevencorners.com)

**POLICYHOLDER:** Cover America - Gold

**POLICYHOLDER ADDRESS:** ITA Global Trust, LTD  
 Suite 4210,2nd Floor Canella Court,  
 48 Market St,  
 Camana Bay  
 PO Box 32203,  
 Grand Cayman KY1-1208,  
 Cayman Islands

**POLICY NUMBER:** FSG19-190903-01TM

**EFFECTIVE DATE:** 09/03/2019

**EXPIRATION DATE:** 08/31/2020

**RATES:** Cover America - Gold:

Medical Maximum	\$50,000	\$100,000	\$250,000	\$500,000	\$1,000,000
Dependent Child	\$1.29	\$1.64	\$1.81	\$2.17	\$2.39
Individual Child	\$1.29	\$1.64	\$1.81	\$2.17	\$2.39
19 - 29	\$1.29	\$1.64	\$1.81	\$2.17	\$2.39
30 - 39	\$1.76	\$2.43	\$2.80	\$2.85	\$3.06
40 - 49	\$2.59	\$3.25	\$3.62	\$4.08	\$4.54
50 - 59	\$4.15	\$5.23	\$6.42	\$6.91	\$7.40
60 - 64	\$5.92	\$7.58	\$10.07	\$10.38	\$11.08
65 - 69	\$5.92	\$7.58	\$10.07	\$10.38	\$11.08
70 - 74	\$8.57	\$11.64	N/A	N/A	N/A
75 - 79	\$13.44	\$18.26	N/A	N/A	N/A

Rates are per person per day and are calculated with a \$250 deductible

Deductible Factors:

\$100	1.10
\$250	1.00
\$500	0.90
\$1,000	0.80
\$2,500	0.70
\$5,000	0.65

Enhanced Feature Rider:

Acute Onset of Pre-existing Condition (additional \$20,000 benefit)	Additional premium will be charged if this option is selected.
Hazardous Sports Coverage	Additional premium will be charged if this option is selected.

The Policy is a legal contract between the Policyholder and C&F Cayman SPC for and on behalf of ITI SP (herein referenced as “the Company”).

This Policy is issued by C&F Cayman SPC for and on behalf of ITI SP to the Fairmont Specialty Trust located in the Cayman Islands.

This Policy is not subject to U.S. jurisdiction.

The Company agrees to provide insurance, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Policy.

The Company and the Policyholder have agreed to all the terms and conditions of the Policy. The Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Policy.

THIS IS LIMITED BENEFIT SHORT DURATION COVERAGE.

READ IT CAREFULLY.

THE POLICY IS NOT RENEWABLE.

Administered By:  
Seven Corners, Inc.  
303 Congressional Blvd.  
Carmel, IN 46032 USA

Quick Contacts

**Hospital and Doctor Network:** To locate a network facility, search online at [sevencorners.com/help/find-a-doctor](http://sevencorners.com/help/find-a-doctor), contact Seven Corners Assist at the numbers shown below, or log onto WellAbroad.com. Seven Corners Assist must be contacted prior to Hospital admission and/or any Inpatient/Outpatient Surgeries.

Please see the Pre-Certification and Network section for details and requirements regarding Pre-Certification and use of the network. Use of the network does not guarantee benefits.

**Claims:** It is important to submit Your claims to Seven Corners quickly. To be considered, all claims must be submitted to the Seven Corners Claim Department within ninety (90) days after the date of service.

**Travel Assistance:** To receive assistance worldwide, call Seven Corners Assist at the numbers below and provide them with Your policy ID number. You are eligible to use any of the assistance services provided. We are open 24 hours/day, 365 days a year, staffed with multilingual personnel. Seven Corners Assist must be contacted for Emergency Medical Evacuation, Return of Mortal Remains, Emergency Medical Reunion, Natural Disaster, Interruption of Trip, Local Cremation or Burial, Political Evacuation, Return of Minor Child(ren), and Return Flight to Home Country

**Seven Corners Assist Contact Information:**

Toll Free: 1-800-690-6295

Worldwide: 1-317-818-2808

Email: [assist@sevencorners.com](mailto:assist@sevencorners.com)

The Underwriter hereby insures all persons whose application has been accepted by the Administrator, Seven Corners, Inc., on behalf of the Underwriter and whose name is identified on the ID Card, subject to all of the exclusions, limitations and provisions as set forth herein and in the Master Policy of Insurance issued by the Underwriter. Coverage is afforded only with respect to the person, coverage, amounts and limits specified herein and as identified on the ID Card for the insurance requested on such application and for which their specified plan costs has been paid to the Administrator.

**Eligibility:** Cover America - Gold Insurance plan provides coverage for non-U.S. residents and non-U.S. citizens, while traveling outside of their Home Country to the United States while covering trips to Canada, Mexico, Latin America, Bahamas, & South America whose name and travel dates have been submitted on the web application and have been accepted by the Administrator. This plan covers you anywhere in the world, during your travel to your primary destination as the United States including any transit and while returning to your Home Country. Home Country is defined as — The country where an Insured person(s) has his/her true, fixed, and permanent home and principal establishment. Coverage shall apply worldwide including the United States.

Eligible individuals may also purchase coverage for their eligible dependents. An Eligible Spouse shall be defined as the Primary Insured's legal spouse. An Eligible Dependent Child shall mean the Primary Insured Person's unmarried child(ren) over fourteen (14) days and under nineteen (19) years of age.

***It is the Insured Person's responsibility to maintain all records regarding travel history and age and provide any documents to the Administrator, which would verify Eligibility Requirements.***

**Period of Coverage:** The minimum Period of Coverage under Cover America - Gold plan is five (5) days, maximum Period of Coverage is three hundred and sixty-four (364) days. Coverage can be purchased in daily periods by paying the appropriate plan cost.

Effective Date of Coverage begins at 12:01 AM North American Eastern Time on the later of the following dates:

1. The day after the Company receives Your online application and correct premium if application and payment is made online; or
3. The moment You depart Your Home Country; or
4. The date You request on Your application.

Expiration Date of Coverage terminates on the earlier of the following:

1. Your return to Your Home Country (except as provided under the Home Country Coverage); or
2. The expiration of three hundred and sixty-four (364) days from the Effective Date of Coverage; or
3. 11:59 p.m. U.S. Eastern Time on the date shown on the ID card; or
4. 11:59 p.m. U.S. Eastern Time on the end of the period for which plan cost has been paid; or
5. The date You fail to be considered an eligible person; or
6. The maximum benefit amount has been paid.

**Continuing Coverage (when applicable)**

A continuation of coverage option is available to You if Your Initial Period of Coverage is less than three hundred and sixty-four (364) days. If You must extend Your trip beyond Your Initial Period of Coverage, You may extend Your Period of Coverage but may not exceed three hundred and sixty-four (364) days in total from Your original Effective Date. Your original Effective Date will be used to calculate Your Deductible and Coinsurance and to determine any Pre-existing Conditions.

Please note that a new certificate or certificate number will not be issued. The original certificate's expiration date will be extended to the new expiration date You have requested, not to exceed three hundred and sixty-four (364) days in total from Your Effective Date. A \$5.00 Administrative Fee will be included on each extension period, if offered by the Underwriter, will be subject to the definitions, benefits, conditions, in force at the time of each extension.

**SCHEDULE OF BENEFITS:**

*All coverages and plan costs listed in this document are in U.S. Dollar amounts.*

*Except as specifically indicated otherwise, all benefits are subject to Deductible and Coinsurance and are per person per Period of Coverage.*

<b>Coverage</b>	Plan provides coverage for non-U.S. citizens, while traveling outside of their Home Country to the United States while covering trips to Canada, Mexico, Latin America, Bahamas, & South America.
<b>Medical Maximums</b> Per person per Period of Coverage	<b>14 Days to age 69 years</b> \$50,000; \$100,000; \$250,000; \$500,000; \$1,000,000  <b>Ages 70-79 years</b> \$50,000; \$100,000
<b>Acute Onset of Pre-existing Conditions</b> <i>This feature becomes effective 168 hours (7 days) after the Effective Date of Coverage.</i>	<b>Ages up to age 69 years</b> Up to medical maximum not to exceed \$125,000 Cardiac and Stroke not to exceed \$36,000  <b>Ages 70-79</b> Up to \$30,000 For anything other than cardiac and stroke, an additional \$20,000 can be purchased at the time of enrollment.  Must be coordinated by Seven Corners Medical Management through the PPO network. If a network provider is not within 50 miles of the Insured Person at the time of the Acute Onset of Pre-existing Condition, the requirement to use the PPO network is waived.
<b>Pre-Certification</b>	50% reduction of eligible medical expenses if pre-certification provisions are not met for required treatments, procedures, or equipment.
<b>Deductible</b> Per person per Period of Coverage	\$100; \$250; \$500; \$1,000; \$2,500; \$5,000;  Ages 70-79 with a Medical Maximum of \$100,000 require a minimum Deductible of \$1,000.
<b>Emergency Room Illness with no direct Hospital Admission</b>	\$250 additional Copay Only applies when receiving care in an emergency room for an Illness that does not result in a hospital admittance.
<b>Urgent Care Copay</b>  (plan Deductible is waived)	\$25 copay per visit for Benefit Maximum of \$50,000  \$20 copay per visit for Benefit Maximum of \$100,000 or higher
<b>Benefit Period</b>	180 Days
<b>Coinsurance</b> Subject to additional terms and conditions as set forth herein	After You pay the Deductible, the plan pays 100% to the selected Medical Maximum.

## Inpatient, Outpatient & Medical Services

<b>Hospital Room &amp; Board</b>	Average semi-private room rate up to the selected Medical Maximum
<b>Intensive Care</b>	URC Up to Medical Maximum
<b>Surgery</b>	URC Up to Medical Maximum
<b>Outpatient Medical Expenses</b>	URC Up to Medical Maximum
<b>Prescription Drugs</b>	URC Up to Medical Maximum
<b>Diagnostic Procedures</b>	URC Up to Medical Maximum
<b>Durable Medical Equipment</b>	URC Up to Medical Maximum Must be Pre-certified as Medically Necessary by Seven Corners Medical Management
<b>Local Ambulance Benefit</b>	URC Up to Medical Maximum
<b>Emergency Room Injury/Accident or Illness with direct Hospital Admission</b>	URC Up to Medical Maximum
<b>Home Nursing Care</b>	URC Up to Medical Maximum In lieu of Medically Necessary Inpatient hospitalization
<b>Physiotherapy/Physical Medicine/ Chiropractic</b>	URC Up to Medical Maximum as prescribed and necessary
<b>Dental Emergency Treatment (Accident Coverage)</b> Benefit becomes available after 30 days of coverage.	URC Up to Medical Maximum
<b>Dental Emergency Treatment (Sudden Relief of Pain)</b> Benefit becomes available after 30 days of coverage.	Up to \$250  Cover for any treatment, consultation, tooth extraction and other means necessary to treat the acute pain and provide relief.  No preventative care.  \$50 Deductible per occurrence (plan Deductible is waived)
<b>Emergency Eye Exam for a Covered Loss</b> Benefit becomes available after 30 days of coverage	Up to \$100  \$50 Deductible per occurrence (plan Deductible is waived)  When Insured's prescription corrective lenses are lost, or damaged due to a Covered Loss and an Emergency Eye Exam is required to establish proper corrective lens prescription for Medically Necessary corrective lenses.  This benefit is for the Emergency Eye Exam only and does not provide reimbursement for the replacement cost of prescription corrective lenses or contact lenses.

## Emergency Services and Assistance

<b>Emergency Medical Evacuation/Repatriation</b>	Up to \$1,000,000 when coordinated through Seven Corners Assist (separate from the Medical Maximum).
<b>Emergency Medical Reunion</b>	Up to \$100,000 per Period of Coverage when coordinated through Seven Corners Assist.
<b>Return of Minor Child(ren)</b>	Up to \$100,000 per Period of Coverage when coordinated through Seven Corners Assist.
<b>Return of Mortal Remains</b>	Up to \$25,000 per insured when coordinated through Seven Corners Assist. Includes death due to a Pre-existing Condition.
<b>Local Burial or Cremation</b>	\$5,000 Maximum Limit per person for preparation, local burial or cremation of the Insured Person's mortal remains at the time of death. Must be approved in advance and coordinated by Seven Corners Assist. Includes death due to a Pre-existing Condition.
<b>Political Evacuation and Repatriation</b>	Up to \$100,000 per Period of Coverage when coordinated through Seven Corners Assist.

	Relocation to the nearest place of safety or repatriation to the Insured's Home Country when compelled to leave by Host Country or evacuation ordered by one's Home Country
Natural Disaster	Up to \$250 per day for 5 days per person per Period of Coverage In the event You are displaced from planned paid accommodations due to a forecasted Natural Disaster, prior to or after such Natural Disaster.
Terrorism	URC Up to Medical Maximum
Loss of Passport or Travel Documents	Up to \$200 per policy for administrative expenses Require proof of loss or theft from hotel, carrier or police report.

Border Entry Protection	Up to \$550 for a common carrier economy class change fee when visitor to the US is traveling on a valid B-2 visa for tourism, visiting family and friends or on holiday and denied entrance at the border.
Personal Liability	Up to \$50,000
Reimbursement of Legal Fees	Up to \$250 per Insured

### Additional Coverages

Foreign Excursions and Cruise Coverage Around North America	While on a covered trip outside of the Insured Person's Home Country, this plan will follow You on excursions and cruises that include the U.S., Canada, Mexico, and the Bahamas. This plan will also cover you while on a cruise or excursion during your travel to your primary destination as the United States including any transit and while returning to your Home Country.
Leisure Sports including Theme Park Activities	This Plan provides coverage for non-competitive, recreational or intramural activities including amusement park rides and activities provided no medical restrictions have been communicated to the Insured prior to participation.
Interruption of Trip	Up to \$10,000 per insured person per Period of Coverage.
Return Flight to Home Country	Up to [ \$1,000 - \$7,500] per insured person per Period of Coverage when coordinated through Seven Corners Assist.
Missed Connection (International Transit Only)	Covers missed connection on international route to and from U.S. (only at international connections, outside of Home Country). Cost of lodging, boarding, and airline airfare difference. Maximum combined up to \$400 per covered person. <i>See pp 13-14 for full details</i>
Loss of Checked Baggage	Up to \$250 per person per incident
Accidental Death & Dismemberment (AD&D)	\$25,000 principal sum for Insured or Insured Spouse \$5,000 principal sum for Dependent Child(ren) Aggregate limit of \$250,000 per family
Common Carrier Accidental Death	\$50,000 principal sum for Insured or Insured Spouse \$5,000 principal sum for Dependent Child(ren) Aggregate limit of \$250,000 per family
Felonious Assault	\$10,000 Additional benefit provided in instances of Accidental Death and Dismemberment due to a Felonious Assault
24/7 Travel Assistance	Included

### Optional Coverage

Acute Onset of a Pre-Existing Condition Rider Ages 70-79	Purchase an additional \$20,000 of coverage Does not increase limit for Cardiac or Stroke. <u>Additional premium will be charged if this option is selected.</u>
Hazardous Sports Coverage	Coverage for: motorcycle/motor scooter riding (passenger or driver), hang gliding, parachuting, zip lining, parasailing, bungee jumping, water skiing, wakeboard riding, jet skiing, windsurfing, snowmobiling, and spelunking. <u>Additional premium will be charged if this option is selected.</u>

## DESCRIPTION OF BENEFITS

**Medical Expenses:** International Travel Medical Insurance shall pay Reasonable and Customary charges for Covered Expenses, excess of the chosen Deductible and Coinsurance up to the selected Medical Maximum, incurred by You due to an Accidental Injury or Illness which occurred during the Period of Coverage outside Your Home Country. All bodily disorders existing simultaneously which are due to the same or related causes shall be considered one Disablement. If a Disablement is due to causes which are the same or related to the cause of a prior Disablement, the Disablement shall be considered a continuation of the prior Disablement and not a separate Disablement. The initial treatment of an Injury or Illness must occur within thirty (30) days of the date of Injury or onset of Illness.

Only such expenses which are specifically enumerated in the following list of charges and are incurred within one hundred eighty (180) days from the date of accident or onset of Illness and which are not excluded shall be considered Covered Expenses:

1. Charges made by a Hospital for room and board, floor nursing, and other services inclusive of charges for professional service and with the exception of personal services of a non-medical nature; provided, however, that expenses do not exceed the Hospital's average charge for semi-private room and board accommodations.
2. Charges made for Intensive Care or Coronary Care charges and nursing services.
3. Charges made for diagnosis, Treatment, and Surgery by a Physician.
4. Charges made for an operating room.
5. Charges made for Outpatient Treatment, same as any other Treatment covered on an Inpatient basis. This includes ambulatory Surgical centers, Physicians' Outpatient visits/examinations, clinic care, and Surgical opinion consultations.
6. Charges made for the cost and administration of anesthetics.
7. Charges for medication, x-ray services, laboratory tests and services, the use of radium and radioactive isotopes, oxygen, blood, transfusions, and medical Treatment.
8. Charges for physiotherapy, if recommended by a Physician for the Treatment of a specific Disablement and administered by a licensed physiotherapist.
9. Dressings, drugs, and medicines that can only be obtained upon a written prescription of a Physician or Surgeon.
10. Local transportation to or from the nearest Hospital or to and from the nearest Hospital with facilities for required Treatment. Such transportation shall be by licensed ground ambulance only to the amount stated in the Schedule of Benefits, within the metropolitan area in which You are located at that time the service is used. If You are in a rural area, then licensed air ambulance transportation to the nearest metropolitan area shall be considered a Covered Expense.
11. Charges for 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.
12. Durable Medical Equipment; a standard basic hospital bed; and/or a standard basic wheelchair.

**Coinsurance:** After You pay the Deductible, the plan pays 100% to the selected Medical Maximum.

**Emergency Room Illness with no direct Hospital Admission Copay:** \$250 additional Copay will apply when care or treatment is received in an emergency room for an Illness that does not result in a Hospital admittance.

**Urgent care copay:** Plan Deductible is waived for the attending physician consultation only. Any other medical services received during the urgent care visit are subject to the Deductible and Coinsurance as per the policy.

**Acute Onset of Pre-Existing Condition(s):** If you are a non-United States Resident under the age of 80, you are covered for an Acute Onset of a Pre-existing Condition(s) as defined in the Certificate, for the eligible medical Expenses for the first Acute Onset of a Pre-Existing Condition(s) during the Period of Coverage up to the amount set forth in the Schedule of Benefits for eligible medical Expenses incurred in the United States. This waiver applies subject to Your payment of the Deductible and Coinsurance. This waiver does not include coverage for known, scheduled, required, or expected medical care, drugs, or Treatments existent or necessary prior to arrival in the United States and prior to the Effective Date of Coverage; coverage for Treatment for which You have traveled; or coverage for conditions for which travel was undertaken after Your Physician has limited or restricted travel. Coverage ceases on the earliest of (i) the condition no longer being considered acute or (ii) Your discharge from the Hospital. As set forth in the Schedule of Benefits, there is no waiver for persons age 80 and over. This benefit becomes available one hundred and sixty-eight (168) hours (7 days) after the Effective Date of the policy.

**Dental Emergency Treatment (Accident Coverage):** This plan shall pay in excess of the chosen Deductible per occurrence, plan deductible waived, and Coinsurance up to the maximum stated in the Schedule of Benefits, for emergency Treatment to repair or replace Sound Natural Teeth damaged as the result of a covered Accident. Only those injuries caused by external contact with a foreign object are covered. You are not covered if You break a tooth while eating or biting into a foreign object. \*

\*Only available to programs purchased for thirty (30) days or more.

**Dental Emergency Treatment (Sudden Relief of Pain):** This plan requires a \$50 Deductible per occurrence, plan deductible waived up to the policy maximum stated in the Schedule of Benefits, for emergency Treatment for the relief of pain to Sound Natural Teeth including consultation, treatment, tooth extraction, and injections. \*Only available to programs purchased for thirty (30) days or more.

**Emergency Eye Exam for a Covered Loss:** This plan requires a \$50 Deductible per occurrence, plan deductible waived, up to the maximum stated in the Schedule of Benefits if Your Medically Necessary prescription corrective lenses are lost or damaged due to a Covered Loss and the replacement will require an Emergency Eye Exam to establish the proper prescription.

Benefit becomes available after 30 days of coverage.

*This benefit is for the Emergency Eye Exam only and does not provide reimbursement for the replacement cost of prescription corrective lenses or contact lenses.*

For the purposes of this benefit:

**Covered Loss:** means a loss for which this Plan has paid a benefit under a separate benefit for Loss of Checked Baggage or an Accidental Injury

**Emergency Eye Exam:** means an eye exam performed by a licensed Optometrist to establish proper corrective lens prescription for Medically Necessary corrective lenses that were lost or damaged as the result of a Covered Loss when the prescription is unable to be determined by the existing corrective lenses due to their damage or loss.

**Emergency Medical Evacuation/Repatriation:** The plan will pay Covered Expenses incurred up to the maximum stated in the Schedule of Benefits if any covered Injury or Illness commences during the Period of Coverage and results in Your Medically Necessary Emergency Medical Evacuation or Repatriation. (Your medical condition warrants immediate transportation from the medical facility where You are located to the nearest adequate medical facility where medical Treatment can be obtained.) This benefit must be approved and arranged by Seven Corners Assist in consultation with the local attending Physician. Emergency Medical Evacuation or Repatriation means: a) the Insured Person's medical condition warrants immediate transportation from the medical facility where the Insured Person is located (due to inadequate medical facilities) to the nearest adequate medical facility where medical Treatment can be obtained; or b) after being treated at a local medical facility as a result of a covered Emergency Medical Evacuation, the Insured Person's medical condition warrants transportation with a qualified medical attendant to his/her Home Country to obtain further medical Treatment or to recover; or c) both a) and b) above. All transportation arrangements must be by the most direct and economical route. **The Emergency Medical Evacuation or Repatriation must be arranged by Seven Corners Assist in consultation with the Insured Person's local attending Physician.**

**Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.**

**Emergency Medical Reunion:** When Emergency Medical Evacuation or Repatriation occurs, the Company will arrange and pay, up to the maximum stated in the Schedule of Benefits, for round trip economy-class transportation for one individual selected by the Insured Person, from the Insured Person's Home Country to the location where the Insured Person is hospitalized and return to the Home Country. Emergency Medical Reunion must be recommended by the attending Physician. The benefits payable will include: (1) The cost of a round trip economy air fare; (2) Reasonable travel and accommodation expenses (not to exceed \$200 per day) incurred in relation up to the maximum stated in the Schedule of Benefits. (3) The period of Emergency Medical Reunion is not to exceed fifteen (15) days, including travel.

**Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.**

**Return of Minor Child(ren):** If You are traveling alone with a Minor Child(ren) and are hospitalized because of a covered Illness or Injury, and the Minor Child(ren), under age nineteen (19), is left unattended, the plan will arrange and pay up to the maximum stated in the Schedule of Benefits for a one-way economy fare to their Home Country (including the cost of an attendant/escort, if necessary to insure the safety and welfare of a Minor Child(ren)). This benefit must be approved and arranged by Seven Corners Assist.

**Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.**

**Return of Mortal Remains:** The plan will pay the reasonable Covered Expenses incurred up to the maximum stated in the Schedule of Benefits to return Your remains to Your Home Country if You should die. This benefit must be approved and arranged by Seven Corners Assist. Covered Expenses include, but are not limited to, expenses for embalming, a minimally necessary container appropriate for transportation, shipping costs, and the necessary government authorizations. If Return of Mortal Remains is chosen, the Local Cremation or Burial benefit will not apply.

Includes death due to a Pre-existing Condition.

**Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.**

**Local Cremation or Burial:** The Company will pay the reasonable Covered Expenses incurred up to the maximum stated in the Schedule of Benefits for preparation, local burial, or cremation of Your mortal remains at the country of death in accordance with the commonly accepted cultural and religious beliefs practiced by You. Coverage includes death due to a Pre-existing condition. Coverage is not provided for burial and cremation costs incurred for religious practitioner, flowers, music, food or beverages. If the Local Cremation or Burial is chosen, the Return of Mortal Remains benefit will not apply.

**Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.**

**Political Evacuation and Repatriation:** If due to political or military events in a Host Country, a formal recommendation from the appropriate authorities is issued for the Insured to leave the Host Country or the Insured is expelled or declared persona non-grata by the Host Country, all reasonable expenses incurred for transportation to the nearest place of safety or for repatriation to the Insured's Home Country or country of residence are covered up to the maximum stated in the schedule of benefits. Evacuation must occur within ten (10) days of any such event. Coverage will apply to the most appropriate and economical means consistent under the circumstances with Your health & safety. Evacuation costs will be paid once per Insured per occurrence. In the event this benefit is needed, arrangements must be made by Seven Corners Assist.

If You fail to heed a Level 3 Terrorism, Level 3 Civil Unrest, or any Level 4 Travel Advisory issued by the United States Department of State or similar warnings issued by other appropriate authorities of either Your Host Country or Your Home Country recommending that travelers avoid a certain country, region, or specific areas or locations within a country, benefits are not covered and will be denied. Additionally, the Political Evacuation or Political Repatriation must be arranged by Seven Corners Assist. Failure to utilize Seven Corners Assist will result in the denial of benefits.

*The Political Evacuation Benefit will not pay, should the Insured not heed Travel Warnings issued by the State Department or the appropriate authorities recommending that travelers avoid a certain country.*

**Natural Disaster Benefit:** This Certificate shall pay up to the benefit stated in the Schedule of Benefits per day for five (5) days for the following expenses due to a Natural Disaster: Replacement accommodations in the event You are Displaced from planned, paid accommodations due to evacuation from a forecasted Natural Disaster or following a Natural Disaster. You must provide receipt of proof of payment for the accommodations from which You were Displaced. The Company will not cover any expenses provided by another party at no cost to You.

**Terrorism:** Coverage for Eligible Benefits resulting from Terrorist Activity, subject to a Period of Coverage maximum of the amount stated in the Schedule of Benefits, provided all of the following conditions are met:

1. The Insured Person has no direct or indirect involvement in the Terrorist Activity.
2. The Terrorist Activity is not in a country or location where the United States government has issued a travel warning that has been in effect within the six (6) months prior to the Insured Person's date of arrival, Level 3 Civil Unrest, or any Level 4 Travel Advisory or the appropriate authorities of either Your Host Country or Your Home Country have issued similar warnings, any of which have been in effect within the six (6) months prior to Your date of arrival;
3. The Insured Person has not unreasonably failed or refused to depart a country or location following the date a warning to leave that country or location is issued by the United States government.

**Loss or Theft of Passport and Travel Documents:** This plan will reimburse You up to the maximum set in the Schedule of Benefits for loss of passport or travel documents and assist You in attaining a new passport provided You have taken all reasonable measures to protect, save and/or recover Your property at all times. The documents must be owned by and accompany You at all times with the exception of times when documents are checked with a Common Carrier, or locked in a hotel safe when available, or left out-of-sight in Your locked hotel room. At the time of claim the Insured shall provide Proof of Loss provided by the Common Carrier or a police report from the jurisdiction where the theft occurred. The plan will pay for the cost of replacement of lost or stolen passport or travel documents up to the maximum set in the Schedule of Benefits.

This coverage is secondary to any coverage provided by a Common Carrier. You must file a formal claim with the Common Carrier and provide the Company with copies of all claim forms and proof that the Common Carrier paid its normal reimbursement. If the replacement cost has already been received from the Common Carrier, Seven Corners Assist will provide assistance in the replacement process.

For instances of theft, documentation of the theft must be submitted at the time of claim in the form of a report by the police or other local authority.

This Benefit does not cover:

1. prescriptions for medication, stamps, stocks, bonds, gift certificates, cash, traveler's checks, gift cards, any form of money or currency or promise of future assets.
2. Costs incurred before departure of after You return home or any cost that is due to any errors or omissions on Your travel documents or money exchange.
3. Expenses for any missed travel or accommodation arrangements as a result of Your passport being lost or stolen.

**Border Entry Protection:** In the event the Insured is traveling on a Visitor Visa B-2 for tourism for the purpose of visiting family and friends or on holiday and is denied entry to the United States at the border by customs officials, the Company will reimburse the Insured for the cost of one (1) Common Carrier economy class (air, land, or sea) change fee up to the maximum stated in the Schedule of Benefits to the original Country of Origin less the amount credited for any unused portion of the return travel arrangements, subject to the following:

- The Insured MUST return to the Country of Origin.
- The Insured is not a citizen or of the United States and does not have permanent residency in the United States.

No benefit will be paid for or as a result of the following:

1. Expenses for Insured Persons traveling to the United States without a Visitor Visa B-2;
2. Expenses for Insured Persons traveling to the United States illegally;
3. The Insured is from a country named on any active Executive Order at the time of purchase;
4. The Insured is on the United States terror watch list;
5. The Insured was denied entry to the United States upon arrival or while en route to the United States because they have violated any rule, law, condition of or guideline regarding the visa upon which they are traveling;
6. The Insured is visiting the United States for medical treatment, participation by amateurs in musical, sports, or similar events or contests, if compensation is received
7. The Insured is visiting the United States for studies that receive credits towards a degree;
8. The Insured committed a crime en route or upon entry to the United States which caused or would have caused them to be returned to their Country of Origin;
9. The United States government has paid, offered to pay, or will pay for repatriation of the Insured back to the Country of Origin;
10. The commercial airline paid, offered to pay, or will pay for the repatriation of the Insured back to the Country of Origin; and/or
11. The Insured has an unused return ticket or credit issued by the common carrier. If credit is not used, the amount reimbursed will be reduced by the amount of the credit.

For the purposes of this benefit:

**Country of Origin:** means the country the Insured was in when they first departed for the United States.

**Executive Order:** means 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.

**Personal Liability:** Subject to the Limits set forth in the Schedule of Benefits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay or reimburse You for eligible court-entered judgments or Company-approved settlements arising as a result of or in connection with the personal liability You incurred for acts, omissions, and other occurrences covered under this insurance for losses or damages solely, directly and proximately caused by Your negligent acts or omissions during the Period of Coverage that result in the following:

1. Injury to a Third Person occurring during the Period of Coverage; and/or
2. Damage or loss to a Third Person's personal property during the Period of Coverage; and/or
3. Damage or loss to a Related Third Person's personal property during the Period of Coverage.

The maximum payable under this benefit is up to the maximum stated in the Schedule of Benefits.

With respect to covered and eligible personal liability claims, Underwriters will pay You for associated reasonable legal fees and out-of-pocket costs incurred by You with respect to the determination and/or settlement of such legal liability.

**Conditions and Restrictions:**

- a) You must notify Underwriters within thirty (30) days of any act, omission, or occurrence that may create or impose any personal liability upon You, and also within thirty (30) days of the initiation or receipt of service of any actual or threatened lawsuit, notice of claim, or proceeding filed or threatened to be filed against You with respect to same. In addition, such notification(s) to Underwriters shall include a recitation of all circumstances, facts, and known or presumed causes of any loss or damage, and a description of the nature and approximate amount of any damages suffered by any Third Person or Related Third Person. In addition, immediately upon receipt thereof You shall provide to Underwriters copies of any pleadings, complaints, lawsuits, petitions, demand letters, notices, orders, summonses, subpoenas, opinions, briefs, motions, letters from opposing counsel, and any other documents or papers with respect to any such lawsuit or proceeding that are received or issued by, addressed to or from, remitted to or by, or served by or upon You or Your counsel. Any failure to so notify or provide papers or documents to Underwriters in strict accordance with the foregoing shall be deemed to be and will result in a forfeiture and waiver of any and all benefits, claims, or coverages otherwise provided by this insurance under this endorsement.
- b) Underwriters shall have the absolute right and authority without Your further consent or approval to intervene in its own name and on its own behalf as a party in interest with respect to any lawsuit, civil action, or other proceeding in which You are involved and for which Underwriters may have exposure for coverage or benefits under this insurance, and shall be entitled to fully participate, receive due and proper notice of all matters, and have an opportunity to be heard with respect to all issues, controversies, and other proceedings or hearings of any kind.
- c) With respect to any personal liability of Yours for which You are or may be jointly or jointly and severally liable with other Third Persons or Related Third Persons, Underwriters shall be fully subrogated to all rights of contribution, indemnity, recoupment, and recovery of proportional shares from other joint tortfeasors whose negligence contributed in whole or in part to the subject injury or loss and who are or may also be liable to You or the injured/damaged person.
- d) As a condition precedent to any liability or obligation of Underwriters to provide coverages or benefits for personal liability under this insurance, no settlement, compromise, accord, admission of fault or liability, default, default judgment, waiver, release, indemnity, hold harmless, or other concession of any kind shall be given, made, committed, allowed, granted or agreed to by or on behalf of You to any Third Person or Related Third Person without the prior express written approval and consent of Underwriters, and any failure to comply with this condition precedent shall void, waive, and forfeit all benefits and coverages for legal assistance, advancement of bail, or coverage for personal liability under this Insurance.
- e) Underwriters shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim, damage, or loss under this insurance for, and no coverage or benefits shall be eligible or available under this Insurance with respect to, any legal fees, legal costs or expenses, advancements of bail, or for any personal injury or property damage claims, liability awards or judgments in the event there exists any other insurance, insurance fund, membership benefits, workers' or workplace compensation coverage program or other similar governmental program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or any other third-party obligation or liability for provision of benefits ("Primary Coverage") which would, or would but for the existence of this Insurance, be available or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, damage or loss, except in respect of any excess beyond the amount payable or provided under such Primary Coverage had this insurance not been effected. Further, Underwriters shall not be liable or obligated to provide any benefit or to pay or reimburse any claim for injury, loss or damage to the extent coverage for same is furnished or provided by any program or agency funded or controlled by any government or government authority.
- f) No Third Person or Related Third Person is intended to have, shall be deemed or construed to have, or shall have any rights or interest as a "third-party beneficiary" under the Master Policy, and any allegation or assertion of any such status, or any direct claim or other attempt to legally enforce alleged rights by such Third Person or Related Third Person against Underwriters, the Administrator, or the Participating Organization based on any allegation or assertion of any such status, shall be subject to summary dismissal. Notwithstanding any law, statute, judicial decision, or rule to the contrary which may be or may purport to be otherwise applicable within the jurisdiction, locale or forum state of any Member, Third Person or Related Third Person or the situs of any alleged personal injury, property damage or other loss, no transfer or assignment of any of the Participating Organization's rights, benefits or interests under this Certificate, and no transfer or assignment of any of Your rights, benefits or interests under this Insurance as a beneficiary thereof, shall be valid, binding on, or enforceable against Underwriters (or the Administrator) unless first expressly agreed and consented to in writing by Underwriters, which agreement and/or consent may be reused and/or withheld for any or no reason at the sole discretion of Underwriters. Any such purported transfer or assignment not in strict compliance with the foregoing provisions of this section shall be void ab initio and without effect as against Underwriters (and the Administrator) and any assertion or claim of same shall be subject to summary dismissal, and Underwriters (and the Administrator) shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto.
- g) Underwriters will consider paying or advancing, but without any obligation or contractual duty to do so, up to \$2,500 to or for Your benefit to settle and compromise an asserted claim against the member arising from personal injury or property damage so long as:
  - i. The asserted claim is one that may be eligible for coverage under this Insurance and is not expressly excluded;
  - ii. A lawsuit has not yet been filed, or, if already filed, an answer or other response has not yet been filed thereto;

- iii. You obtain a full written release and/or covenant-not-to-sue upon such terms and conditions as are satisfactory to Underwriters in their sole discretion
- iv. A full proof of claim, medical bills, accident form, and such other documentation and/or proof of loss is provided to Underwriters inform and substance satisfactory to Underwriters; and

The member first pays the Deductible, as stated in the Schedule of Benefits and limits, for such injury or loss.

**Reimbursement of Legal Fees:** Should an Insured require legal representation while on a covered trip other than legal representation related to criminal activity for which the Insured is found guilty, the Company will reimburse the Insured's attorneys' fees up to the maximum stated in the Schedule of Benefits. This benefit does not include coordination of legal assistance, which must be done by the Insured, and only provides reimbursement for attorneys' fees.

**Interruption of Trip:** If You are unable to continue the trip due to the death of an Immediate Family member (parent, spouse, sibling, or child) or due to serious damage to Your principal residence from fire, flood, or similar natural disaster (tornado, earthquake, hurricane, etc.), the plan will reimburse You up to the maximum stated in the Schedule of Benefits for the cost of economy travel, less the value of applied credit from an unused return travel ticket, to return You home to Your area of principal residence. This benefit must be approved by Seven Corners Assist.

**Failure to coordinate with Seven Corners Assist to arrange for these services will result in the denial of benefits.**

**Missed Connection (International Transit Only):** If an Insured is delayed by their Common Carrier on their initial international outbound departure for more than three (3) hours due to adverse weather, overbooking, or mechanical breakdown of the Common Carrier and unable to connect to a previously purchased Connecting Flight, we will provide reimbursement up to the maximum stated in the Schedule of Benefits for covered expenses provided:

- You check-in according to the itinerary provided by the tour operator or Common Carrier, and obtain written confirmation of the delay or cancellation from them;
- You must produce independent evidence in writing to support any claim;
- You must have not voluntarily forfeited Your seat.

Connecting Flight must meet the following criteria to be eligible for benefit:

1. Scheduled departure of connecting flight must be twelve (12) hours after scheduled arrival of originating flight;
2. Missed Connection must occur at international connection, outside of the Insured's Home Country and outside the United States;

Covered Expenses include the cost of lodging, boarding, and airline airfare difference up to the maximum stated in the Schedule of Benefits

- a) To join Your connecting Common Carrier; or
- b) To get You to Your pre-booked destination

**Return Flight to Home Country:** If the Insured Person suffers a covered Illness or Injury and is hospitalized while covered under this policy while on a covered trip, we will arrange and pay up to the maximum amount stated in the Schedule of Benefits less any refunds paid or payable for the original unused return Air ticket for a one way first class or business class airline ticket by the most economical direct route to your Home Country within forty-eight [48] hours once You are medically stable as determined by a Physician to fly. Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.

**Loss of Checked Baggage:** This plan will reimburse You for lost baggage and personal effects checked with a Common Carrier provided You have taken all reasonable measures to protect, save and/or recover Your property at all times. The baggage and personal effects must be owned by and accompany You at all times. Benefits will be paid to the maximum stated in the Schedule of Benefits. The plan will pay the lesser of the following:

1. The actual cash value (cost less proper deduction for depreciation at the time of loss);
2. The cost to repair or replace the article with material of a like kind and quality; or
3. Per article limit of \$50.

This coverage is secondary to any coverage provided by a Common Carrier. You must furnish proof to the Underwriter that full reimbursement has been obtained from the airline.

**Accidental Death & Dismemberment:** Benefits shall be paid to You if You sustain an Accidental Injury. The Injury must occur during the Period of Coverage and death or dismemberment as a result of that Accident must occur within three hundred and sixty-five (365) days from the date of Accident. Benefits payable for any such loss shall be in accordance with the following table (If You incur more than one Loss stated in the following Table as the result of one Accident, only the largest amount shall be payable):

Description of Loss	Percent of Principal Sum
Life	100%
Both Hands or Both Feet or Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Either Hand or Foot	50%

The total amount payable under the Accidental Death & Dismemberment benefit when there are multiple Insured Persons covered by the Certificate is the Aggregate Limit as set forth in the Schedule of Benefits. If the total of such indemnity exceeds the Aggregate Limit, the Company will not be liable to any Insured for a greater proportion of such Insured's indemnity afforded by the Accidental Death & Dismemberment Benefit than their proportionate share.

For loss of life, the benefit will be paid to the beneficiary designated in writing by You. If no beneficiary is designated or if the beneficiary is no longer living, the benefit will be paid to Your closest living Relative in the following order: (i) Spouse; (ii) Child(ren); (iii) issued of deceased Child(ren); (iv) parent(s); (v) siblings; (vi) issue of deceased siblings; (vii) grandparents; (viii) siblings of parents; or (ix) Your estate.

If benefits are paid for You under Common Carrier Accidental Death, no benefits will be paid under the Accidental Death & Dismemberment benefit.

**Common Carrier Accidental Death:** The Company will pay an indemnity up to the amount set forth in the Schedule of Benefits if You die as the result of an Injury suffered from an Accident while You were traveling on a Common Carrier. Death must occur during the Period of Coverage and while You are riding as a passenger on a Common Carrier and not as a pilot, operator, or member of the crew.

The total amount payable under the Common Carrier Accidental Death benefit when there are multiple Insured Persons covered by the Certificate is the Aggregate Limit as set forth in the Schedule of Benefits. If the total of such indemnity exceeds the Aggregate Limit, the Company will not be liable to any Insured for a greater proportion of such Insured's indemnity afforded by the Accidental Death & Dismemberment Benefit than their proportionate share.

**Felonious Assault:** The Company will pay up to the maximum stated in the Schedule of Benefits when the Insured suffers one or more losses for which benefits are payable under the Accidental Death Benefit or Accidental Dismemberment Benefit provided by the Certificate as a result of a Felonious Assault:

1. That is not a moving violation as defined under the applicable government motor vehicle laws; and
2. That is not an act of an Immediate Family Member, another Insured or an individual who resides with the Insured on a permanent basis.

Only one benefit is payable for all losses as a result of the same Felonious Assault.

**Hazardous Sports Coverage (Optional Coverage):** To cover motorcycle/motor scooter riding (whether as a passenger or a driver), hang gliding, Parachuting, zip lining, parasailing, bungee jumping, water skiing, wakeboard riding, jet skiing, windsurfing, snowmobiling, and spelunking. Coverage is provided only if the required premium has been paid.

**Assistance Services:** Upon enrollment, You are eligible to use any of the assistance services provided by Seven Corners Assist. Additional information is contained in the plan summary.

- Open 24 hours/day, 365 days a year
- Multilingual personnel
- Physicians / Nurses on staff
- Locate local facilities
- Help with emergency situations

## DEFINITIONS

**Accident or Accidental** shall mean an event, independent of Illness or self-inflicted means, which is the direct cause of bodily Injury to an Insured Person.

**Acute Onset of a Pre-existing Condition(s)** shall mean a sudden and unexpected outbreak or recurrence of a Pre-existing Condition(s) which occurs spontaneously and without advance warning either in the form of Physician recommendations or symptoms and requires urgent care. The Acute Onset of a Pre-existing Condition(s) must occur after the Effective Date of the Certificate. Treatment must be obtained within twenty-four (24) hours of the sudden and unexpected outbreak or recurrence. A Pre-existing Condition that is a Congenital condition or that gradually becomes worse over time will not be considered Acute Onset. A Pre-existing Condition will not be considered an Acute Onset if during the thirty (30) days prior to the acute event You had a change in prescription or treatment for a diagnosis related to the acute event. This benefit does not include coverage for known, scheduled, required, or expected medical care, drugs or Treatments existent or necessary prior to arrival in the United States and prior to the Effective Date of coverage. This benefit becomes available one hundred and sixty-eight (168) hours (7 days) after the Effective Date of the policy.

**Administrator** shall mean Seven Corners, Inc.

**Airworthiness Certificate or Airworthy Certificate** shall mean the "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States or its foreign equivalent issued by the government authority having jurisdiction over civil aviation in the country of its registry.

**Benefit Period** shall mean the one hundred and eighty (180) days following the onset of an Eligible Accident, Injury, or Illness in which to receive Medically Necessary Covered Expenses. If Your plan terminates during Your Benefit Period, You will still be eligible to receive Treatment so long as the Treatment is within Your Benefit Period and outside Your Home Country.

**Coinsurance** shall mean the percentage amount of Covered Expenses, after the Deductible, which is Your responsibility to pay.

**Common Carrier** shall mean any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**Congenital** shall mean a physical abnormality or condition that is present at birth, whether inherited or caused by the environment.

**Covered Expense** shall mean "Eligible Benefit".

**Deductible** shall mean the amount of Covered Expenses which is Your responsibility to pay before benefits under the plan are payable.

**Disablement** (as used with respect to medical expenses) shall mean an Illness or an Accidental bodily Injury necessitating medical Treatment by a Physician.

**Displaced When** You are forced to leave your home or places of habitual residence as a result of a disaster or in order to avoid the impact of an immediate and foreseeable natural hazard.

**Durable Medical Equipment** shall mean exclusively the following items: a standard basic hospital bed; and/or a standard basic wheelchair.

**Eligible Benefit(s)** shall mean benefits payable by the Company to reimburse expenses which are for Medically Necessary services, supplies, care, or Treatment; due to Illness or Injury; prescribed, performed, or ordered by a Physician; Reasonable and Customary charges; incurred while insured under this program and which do not exceed the maximum benefit.

**Eligible Dependent Child** shall mean Your unmarried children over fourteen (14) days and under nineteen (19) years of age.

**Eligible Spouse** shall mean Your legal spouse.

**Experimental/Investigational** means all services or supplies associated with: 1) Treatment or diagnostic evaluation which is not generally and widely accepted in the practice of medicine in the United States of America or which does not have evidence of effectiveness documented in peer reviewed articles in medical journals published in the United States. For the Treatment or diagnostic evaluation to be considered effective such articles should indicate that it is more effective than others available; or if less effective than other available Treatments or diagnostic evaluations, is safer or less costly; 2) A drug which does not have FDA marketing approval; 3) A medical device which does not have FDA marketing approval; or has FDA approval under 21 CFR 807.81, but does not have evidence of effectiveness for the proposed use documented in peer reviewed articles in medical journals published in the United States. For the device to be considered effective, such articles should indicate that it is more effective than other available devices for the proposed use; or if less effective than other available devices or is safer or less costly. The Underwriter will make the final determination as to whether a service or supply is Experimental/Investigational.

**Home Country** shall mean the country where You have Your true, fixed, and permanent home and principal establishment.

**Home Nursing Care** means services provided by a Home Health Care agency and supervised by a registered nurse, which are directed toward the personal care of a patient, provided always that such care is provided in lieu of Medically Necessary Inpatient care in a Hospital.

**Hospital** shall mean a place that 1) Is legally operated for the purpose of providing medical care and Treatment(s) to Sick or Injured persons for which a charge is made that the Insured Person(s) is legally obligated to pay in the absence of insurance 2) Provides such care and Treatment(s) in medical, diagnostic, or surgical facilities on its premises, or those prearranged for its use; 3) Provides 24-hour nursing service under the supervision of a Registered Nurse at all times; and 4) Operates under the supervision of a staff of one or more Physician(s). Hospital also means a place that is accredited as a Hospital by the Joint Commission on Accreditation of Hospitals, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO). Hospital does not mean:

- A Convalescent, nursing, or rest home or facility, or a home for the aged;
- A place mainly providing Custodial, Educational, or Rehabilitative Care; or
- A facility mainly used for the Treatment(s) of drug addicts or alcoholics.

**Host Country** shall mean any country other than the country where an Insured Person has his or her true, fixed and permanent home and principal establishment.

**Illness** shall mean a sickness, disorder, illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition. Provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one Illness. Further, if a subsequent Illness results or arises from causes or

consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness.

**Injury** shall mean Accidental bodily Injury or injuries caused by an Accident which occurs after the Effective Date of this policy. The Injury must be the direct cause of the loss, independent of disease or bodily infirmity.

**Inpatient** shall mean if You are confined in an institution and are charged for room and board.

**Insured or Insured Person** shall mean a person eligible for benefits under the policy who has applied for coverage and is named on the application and for whom the Company has accepted premium.

**Intensive Care** shall mean a cardiac care unit or other unit or area of a Hospital which meets the required standards of the Joint Commission on Accreditation of Hospitals for Special Care Units.

**Leisure Sports including Theme Park Activities** are non-competitive, recreational, or intramural activities including amusement park rides and activities provided no medical restrictions have been communicated to the Insured prior to participation.

**Master Policy** means that certain group insurance policy issued to Fairmont Specialty Trust.

**Medical Emergency** shall mean occurrence of a Sickness, Illness, Injury, or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain that an individual could reasonably expect the absence of immediate medical attention to result in (i) placing the health of the person afflicted with such condition in serious jeopardy or, in the case of a behavioral condition, placing the health of such person or others in serious jeopardy; (ii) serious impairment to such person's bodily functions; (iii) serious dysfunction of any bodily organ or part of such person; or (iv) serious disfigurement of such person. Additionally, a Medical Emergency will include visits where the only option for necessary immediate care is an emergency room.

**Medically Necessary** shall mean services and supplies received while insured that are determined by the Company to be: 1) appropriate and necessary for the symptoms, diagnosis, or direct care and Treatment of the Insured Person's medical conditions; 2) within the standards the organized medical community deems good medical practice for the Insured Person's condition; 3) not primarily for the convenience of the Insured Person, the Insured Person's Physician or another Service Provider or person; 4) not Experimental/Investigational or unproven, as recognized by the organized medical community, or which are used for any type of research program or protocol; and 5) not excessive in scope, duration, or intensity to provide safe and adequate, and appropriate Treatment. For Hospital stays, this means that acute care as an Inpatient is necessary due to the kinds of services the Insured Person is receiving or the severity of the Insured Person's condition, in that safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting. The fact that any particular Physician may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make such Treatment Medically Necessary or make the charge of a Covered Expense under this policy.

**Mental Illness and Mental and Nervous Disorder** shall mean any mental, nervous, or emotional Illness which generally denotes an Illness of the brain with predominant behavioral symptoms; or an Illness of the mind or personality, evidenced by abnormal behavior; or an Illness or disorder of conduct evidenced by socially deviant behavior. Mental or Nervous Disorders include without limitation: psychosis; depression; schizophrenia; bipolar affective disorder; any disease or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder in the current edition of the International Classification of Diseases as published by the U.S. Department of Health and Human Services; and those psychiatric and other Mental Illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders published by the American Psychiatric Association. Mental Illness and Mental and Nervous Disorder does not mean or include learning disabilities, attitudinal disorders or disciplinary problems. For purposes of this insurance, Mental Illness and Mental and Nervous Disorder do not include Substance Abuse.

**Mountaineering** shall mean the sport, hobby or profession of walking, hiking, and climbing up mountains either: 1) utilizing harnesses, ropes, crampons or ice axes; or 2) ascending 4,500 meters or above.

**Outpatient** shall mean if You receive care in a Hospital or another institution, including; ambulatory surgical center; convalescent/skilled nursing facility; or Physician's office, for an Illness or Injury, but who is confined and is not charged for room and board.

**Parachuting** shall mean an activity involving the breaking of a free fall from an airplane using a parachute.

**Period of Coverage** shall mean the Period of Coverage issued by the Underwriter to the Insured Person, typically beginning with the Effective Date and ending with the Expiration Date or the date coverage is renewed by the Underwriter.

**Physician(s) or Surgeon** shall mean a Doctor of Medicine or a Doctor of Osteopathy licensed to render medical services or perform Surgery(ies) in accordance with the laws of the jurisdiction where such professional services are performed.

**Pre-existing Conditions** shall mean any medical condition, sickness, Injury, Illness, disease, Mental Illness or Mental Nervous Disorder, regardless of the cause including any congenital, chronic, subsequent, or recurring complications or consequences related thereto or resulting therefrom that with reasonable medical certainty existed at the time of application or any time during the thirty-six (36) months prior to the Effective Date of coverage under this policy, whether or not previously manifested, symptomatic, known, diagnosed, treated or disclosed. This specifically includes but is not limited to any medical condition, sickness, Injury, Illness, disease, Mental Illness or Mental Nervous Disorder, for which medical advice, diagnosis, care or treatment was recommended or received or for which a reasonably prudent person would have sought treatment during the 36-month period immediately preceding the Effective Date of coverage under this policy.

**Usual, Reasonable, and Customary (URC)** shall mean the amount that the plan determines is Reasonable and Customary for Covered Expenses You receive, up to but not to exceed charges actually billed. The plan will pay the lesser of:

- 1) A percentage of the amount as would be allowed by the Centers for Medicare and Medicaid Services for the procedure or service, or a like amount derived through the use of relative value units or other comparable data for the specific medical provider or in the locality where the procedure or service is received; OR
- 2) Amounts charged or the cost of administering the procedure or service by other Service Providers for the same or similar service in the locality where received, considering the nature and severity of the bodily Injury or Illness in connection with which such services and supplies are received; OR
- 3) A negotiated rate based on an agreement between the plan and the out of network Service Provider.

**Relative** shall mean spouse, parent, sibling, child, grandparent, grandchild, stepparent, stepchild, stepsibling, in-laws (parent, son, daughter, brother, and sister), aunt, uncle, niece, nephew, legal guardian, ward, or cousin of the Insured Person.

**Service Provider** shall mean a Hospital, convalescent/skilled nursing facility, ambulatory surgical center, psychiatric Hospital, community mental health center, residential treatment facility, psychiatric treatment facility, alcohol or drug dependency treatment center, birthing center, Physician, dentist, chiropractor, licensed medical practitioner, nurse, medical laboratory, assistance service company, air/ground ambulance firm, or any other such facility that the Company approves.

**Sound Natural Tooth** is a tooth that is whole or properly restored; is without impairment, periodontal or other conditions; is not more susceptible to Injury than a virgin tooth. A tooth previously restored with a crown, inlay, on lay, or porcelain restoration, or Treated by endodontics is not a Sound Natural Tooth.

**Substance Abuse** shall mean a condition brought about when an individual uses alcohol, chemicals, or any other drug(s) in such a manner that his/her health and/or judgment is impaired and/or ability to control actions is lost.

**Surgery** shall mean 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.

**Terrorism** shall mean an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or governments(s).

**Traveling Companion** shall mean spouse, parent, sibling, child, grandparent, grandchild, step-parent, step-child, step-sibling, in-laws (parent son, daughter, brother, or sister), aunt, uncle, niece, nephew, legal guardian, ward, or business partner of the Insured Person.

**Treatment** means a specific in-office or Hospital physical examination of or care rendered to You, consultation, diagnostic procedures and services, Surgery, medical services, and supplies including medication prescribed or provided by a Service Provider.

**Underwriter** shall mean Crum & Forster Segregated Portfolio Company (SPC) Captive

**You or Your** shall mean the Primary Insured Person and the Primary Insured's Spouse or Dependent.

#### EXCLUSIONS AND LIMITATIONS

No Benefit shall be payable for Accident Medical, Sickness Medical, Acute Onset of Pre-existing Conditions, Dental, Emergency Medical Evacuation/Repatriation, Return of Mortal Remains, Return of Minor Child, Emergency Medical Reunion, as the result of:

1. Pre-existing Conditions which are excluded under this Certificate. This means that any claims for Pre-existing Conditions will not be covered for the duration of this Certificate.

This exclusion is waived for Eligible Benefits incurred as defined below:

Acute Onset of Pre-existing Condition as defined in this Certificate up to the maximum stated in the Schedule of Benefits and as stated on the Insured Person's ID Card, must be coordinated by Seven Corners Medical Management. Any reoccurrence within the same Period of Coverage will no longer be considered Acute Onset of a Pre-existing Condition and will not be eligible for additional coverage. A Pre-existing Condition that is a congenital condition or that gradually becomes worse over time and/or known, scheduled, required, or expected medical care, drugs, or treatments existing or necessary prior to the Effective Date are not considered to be an Acute Onset. Acute Onset of a Pre-existing Condition Coverage expires upon medical advice that the condition and Onset is no longer acute, or You are discharged from a medical facility.

**This exclusion does not apply to;**

- Emergency Medical Evacuation/Repatriation
- Return of Mortal Remains
- Local Burial or Cremation

2. Injury or Illness which is not presented to the Underwriter for payment within ninety (90) days of receiving Treatment;
3. Charges for Treatment which is not Medically Necessary;
4. Charges provided at no cost to You;
5. Charges for Treatment which exceeds Reasonable and Customary charges;
6. Charges incurred for Surgery or treatments which are, Experimental/Investigational, or for research purposes;
7. Services, supplies or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary and reasonable by a Physician;
8. Suicide, or any attempt thereof, while sane or self-destruction or any attempt thereof, while sane;
9. War, hostilities, or warlike operations (whether war be declared or not), Invasion, Act of an enemy foreign to the nationality of the insured person or the country in, or over which the act occurs, Civil war, Riot, Rebellion, Insurrection, Revolution, Overthrow of the legally constituted government, Civil commotion assuming the proportions of, or amounting to, an uprising, Military or usurped power, Explosions of war weapons, Utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not. For the purpose of this Exclusion;
  - i. Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release, or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
  - ii. Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

- iii. Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release, or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any Loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the situations described above. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

10. Injury sustained while participating in professional athletics, including but not limited to the event, games, practice, conditioning and any other activity related to professional athletics.
11. Injury sustained while participating in amateur or interscholastic athletics, including but not limited to the event, games, practice, conditioning and any other activity related to amateur or interscholastic athletics; this exclusion does not apply to non-competitive, recreational or intramural activities. Note: A sponsored and/or organized Amateur or Interscholastic Athletic event includes training camps, team sports, or any formal grouping of people participating in one or multiple events that may/may not require a fee for participation.
12. Routine physicals, immunizations or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or x-ray examinations, except in the course of a disablement established by a prior call or attendance of a Physician;
13. Treatment of the temporomandibular joint;
14. Vocational, speech, recreational or music therapy;
15. Services or supplies performed or provided by a relative of Yours, or anyone who lives with You;
16. Cosmetic or plastic Surgery, except as the result of a covered Accident; for the purposes of this plan, treatment of a deviated nasal septum shall be considered a cosmetic condition;
17. Elective Surgery which can be postponed until You return to Your Home Country, where the objective of the trip is to seek medical advice, treatment, or Surgery;
18. Treatment and the provision of false teeth or dentures, normal ear tests, and the provision of hearing aids;
19. Eye refractions or eye examinations for the purpose of prescribing corrective lenses for eyeglasses or for the fitting thereof, unless caused by Accidental bodily Injury incurred while covered hereunder;
20. Treatment in connection with alcoholism and drug addiction, or use of any drug or narcotic agent;
21. Injury sustained or Disablement due wholly or partly to the Insured being intoxicated as defined and determined by the laws of the state where the Injury occurred; or to the Insured being under the influence of any narcotic, unless administered on the advice of a Physician;
22. Any Mental and Nervous disorders or rest cures;
23. Congenital abnormalities and conditions arising out of or resulting there from;
24. Expenses which are non-medical in nature;
25. Expenses as a result of or in connection with intentionally self-inflicted Injury or Illness;
26. Expenses as a result of or in connection with the commission of a felony offense;
27. Injury sustained while taking part in Mountaineering, hang gliding, paragliding, Parachuting, zip lining, parasailing, bungee jumping, racing by any animal or motor vehicle or motorcycle, snowmobiling, motorcycle/motor scooter riding (whether as a passenger or driver), scuba diving involving underwater breathing apparatus (unless SSI, PADI or NAUI certified), water skiing, wakeboard riding, jet skiing, windsurfing, snow skiing and snowboarding (except for recreational downhill and/or cross country snow skiing or snowboarding. No cover provided while skiing/boarding in any violation of applicable laws, rules or regulations, away from prepared and market in-bound territories; and/or against the advice of the local ski school or local authoritative body); and any sport or athletic activity which is undertaken for thrill seeking and exposes the Plan Participant to abnormal or extreme risk of injury; *Hazardous Sports Coverage: the following are covered if the required premium has been paid: motorcycle/motor scooter riding (whether as a passenger or a driver), hang gliding, Parachuting, zip lining, parasailing, bungee jumping, water skiing, wakeboard riding, jet skiing, windsurfing, snowmobiling, and spelunking.*
28. Treatment paid for or furnished under any other individual or group policy or other service or medical pre-payment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government plan or facility set up for treatment without any cost to You;
29. Treatment of venereal disease, including all sexually transmitted diseases and conditions, and any and all consequences thereof;
30. Dental care, except as the result of Injury to natural teeth caused by Accident, unless otherwise covered under this plan;
31. Routine Dental Treatment;
32. For Pregnancy or Illness resulting from Pregnancy, childbirth, or miscarriage;
33. For miscarriage resulting from Accident or complications of Pregnancy;
34. Drug, treatment or procedure that either promotes or prevents conception, or prevents childbirth, including but not limited to artificial insemination, treatment for infertility or impotency, sterilization, or reversal thereof;
35. Treatment for human organ tissue transplants and their related treatment;
36. Expenses incurred while in Your Home Country;
37. Expenses incurred during a Hospital emergency visit which is not a Medical Emergency;
38. Covered Expenses incurred for which the Trip to the Host Country was undertaken to seek medical treatment for a condition;
39. Covered Expenses incurred during a Trip after Your Physician has limited or restricted travel;
40. This plan does not insure against loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act.
41. Sex change operations, or for treatment of sexual dysfunction or sexual inadequacy;
42. Weight reduction programs or the surgical treatment of obesity;

43. Expenses resulting from Acquired Immune Deficiency Syndrome (AIDS), Aids-Related Complex (ARC), or the Human Immunodeficiency Virus (HIV).
44. Treatment for learning disabilities, attitudinal disorders, or disciplinary problems;

No Benefit shall be payable for Accidental Death and Dismemberment or Common Carrier Accidental Death as the result of:

1. Suicide or attempt thereof while sane or self-destruction or any attempt thereof while insane;
2. Disease of any kind; Bacterial infections except pyogenic infection which shall occur through an accidental cut or wound;
3. Hernia of any kind;
4. Injury sustained while You are riding as a pilot, student pilot, operator, or crew member, in or on, boarding or alighting from, any type of aircraft;
5. Injury sustained while You are riding as a passenger in any aircraft (a) not having a current and valid Airworthy Certificate and (b) not piloted by a person who holds a valid and current certificate of competency for piloting such aircraft;
6. Any consequence, whether directly or indirectly, proximately, or remotely occasioned by, contributed to by, or traceable to, or arising in connection with: (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 terrorism or violence; (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 (hereinafter for the purposes of this Exclusion called the "Occurrences"). Any consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise), whether 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 to be consequences for which the Underwriter shall not be liable under this policy except to the extent that the Insured Person shall prove that such consequence happened independently of the existence of such abnormal conditions;
7. Service in the military, naval, or air service of any country;
8. Flying in any aircraft being used for or in connection with acrobatic or stunt flying, racing or endurance tests;
9. Flying in any rocket-propelled aircraft;
10. Flying in any aircraft being used for or in connection with crop dusting or seeding or spraying, firefighting, exploration, pipe or power line inspection, any form of hunting or herding, aerial photography, banner towing or any experimental purpose;
11. Flying in any aircraft which is engaged in any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted;
12. Sickness of any kind;
13. Being under the influence of alcohol or having taken drugs or narcotics unless prescribed by a legally qualified Physician or surgeon;
14. Injury occasioned or occurring while You are committing or attempting to commit a felony or to which a contributing cause was You being engaged in an illegal occupation;
15. While riding or driving in any kind of competition;
16. Pregnancy, childbirth, miscarriage, or abortion;
17. This plan does not insure against loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological, or similar agents, whether in time of peace or war, and regardless of who commits the act.

**For Interruption of Trip:** This insurance does not cover: war or any act of war, whether declared or not; participation in a felony, riot or insurrection; participation in contests of speed; a Pre-existing Condition existing prior to the Insured's departure from their Home Country that has the likelihood of causing death; the Insured Person or Traveling Companion or Traveling Companion's family making changes to personal plans; having business or contractual obligations; being unable to obtain necessary travel documents (passports, visas, etc.); being detained or having property confiscated by customs authorities; carrier caused delays (including bad weather); prohibition or regulatory by any government; default of yacht charter companies; default of the organization from which the Insured Person purchased their trip arrangements.

**For Loss of Checked Baggage:** This insurance does not cover: animals; automobiles or automobile equipment; boats; motors; motorcycles; other conveyances or their appurtenances (except bicycles while checked as baggage with a Common Carrier); household furniture; eye-glasses or contact lenses; artificial teeth or dental bridges; hearing aids; prosthetic limbs; musical instruments; money or securities; tickets or documents; or sporting equipment if loss or damage results from the use thereof.

**For Political Evacuation and Repatriation:** this insurance does not cover: 1) Losses recoverable under any other insurance or through an employer; 2) Losses arising from or attributable to a) dishonest or criminal acts committed or attempted by the Insured, b) alleged violation of the laws of the Host Country, unless the Underwriter determines such allegations to be fraudulent, or c) failure to maintain required documents or visas; 3) Losses attributable to a) debt, insolvency, commercial failure, or the repossession of any property, b) Insured's non-compliance with a contract or license or c) implementation of legally contributed exchange rates; 4) Losses due to liability assumed by the Insured under any contract.

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

1. Any damages, losses, or claims caused in whole or in part by You during any hunt or as a result of hunting.
2. Any criminal, fraudulent, deceptive, willful, reckless, malicious, or other unlawful acts or omissions committed by You, or any acts or omissions committed by You in connection with the violation or breach of any laws, statutes, ordinances, legal orders, rules, or regulations to which You are subject or by which You are bound.
3. Any loss, damage or claim arising or resulting from the use of any firearms, fireworks, explosives, welding equipment, propane tanks, or other flammables, deadly weapons or hazardous implements.
4. The pursuit of any trade, business, profession, or employment activity.
5. Ownership, possession, control, or occupation of any land or building.
6. Ownership, possession, control, or use of any automobile, motorcycle, ATV, off-road vehicle, watercraft, aircraft, parachute, parasail, glider or any other motorized, gravity-induced, or self-propelled vehicle or craft of any kind.
7. Resulting from any fire, flood, wind, hail, water leak, gas leak, explosion or other catastrophe or loss occurring in or about the residence or premises of any Related Third Person, or in or about the residence or any other premises of which You are the owner, lessee, invitee, licensee, occupant or resident, or in or about any residence or premises which are contiguous or adjacent to any of the foregoing residences or premises.
8. The consequences of any breach, violation or failure to perform any contractual undertakings or obligations of the Member, whether verbal or in writing.
9. Criminal or disciplinary proceedings, charges, arrests, indictments, or arraignments of any kind.
10. Shoplifting, vandalism, theft, conversion, misappropriation, public drunkenness, fighting or brawling, arson, or any malicious or intentional activity resulting in personal injury or destruction of property.
11. Gross negligence, fraud, bad faith, assault and battery, domestic disputes, and all other intentional torts or actions based or sounding in tort without regard to how named or presented.
12. Any collusion, conspiracy, deceit or other fraudulent scheme, or artifice to defraud or other fraudulent means or methods.
13. Fines, penalties, assessments or claims by any governmental authorities or regulatory bodies, including traffic fines or traffic violations or parking tickets, and the costs, fees or expenses incurred by You as a witness, custodian, or in any other non-party status in connection with responding to any order to appear in court, subpoena, subpoena duces tecum, notice of deposition, or any other nonparty legal or administrative proceeding or activity.
14. All non-compensatory damages, including without limitation, damages imposed as a punishment, punitive or exemplary damages, consequential damages, lost profits, criminal damages, excessive damages, expectancy damages, incidental damages, liquidated damages, presumptive damages, prospective damages, special damages, speculative damages, statutory damages, double, treble or other multiples of damages, and/or unliquidated damages, and all claims and damages for pain and suffering, loss of consortium, physical discomfort, mental or emotional distress, trauma, disfigurement, dismemberment, loss of use, or scarring.
15. Contractual or employer's liability or workman's compensation claims.
16. Animals or pets belonging to You or any Related Third Person, or in the care, custody, or control of You or any Related Third Person.
17. Intentionally committed acts caused or brought about by You.
18. Arising or occurring while You are to any extent under the influence of alcohol or drugs, or due to Your use of drugs, prescription medicines, narcotics, or tranquilizers not medically prescribed for You by a licensed physician.
19. Caused by suicide or attempted suicide of You.
20. Participation of You in gambling, gaming, or betting of any kind.
21. Participation of You in any fights, brawls, criminal activity, or other unlawful activity.
22. During the practice or participation of sports, recreational endeavors, or athletic activities either as a professional, amateur, or novice, unless performed solely for recreational purposes or during high school activities.
23. Adventure sports of any kind, including but not limited to, American football, boxing, bungee jumping, mountaineering, martial arts, skiing beyond one's abilities, outside of marked boundaries, in violation of rules or regulations, or on unmarked slopes, sky diving, scuba diving, hang gliding, ski jumping, bobsledding, offshore boating, caving and spelunking, polo, fighting sports, Parachuting, hunting, piloting an aircraft, wind-surfing, professional sporting activities of any kind, racing activity of any kind, and any attempt to make or set sporting records.
24. Occurring when You are a passenger in an aircraft other than a commercial aircraft.
25. War, military action, or terrorism as defined herein.
26. Thermal, mechanic, radioactive and other effects due to any modification of the atomic structure of matter or the artificial acceleration of atomic particles or due to radiation from radio-isotopes, or the use of nuclear or chemical materials.
27. Judgments or damage awards that have not been ordered, declared or entered within twelve (12) months from the date of the act, omission, occurrence or event causing personal injury or property damage, or within twelve (12) months from the date of termination of group coverage under a Certificate issued under the Master Policy, whichever is earlier.
28. Any lawsuit, claim for benefits, enforcement action, complaint, or other civil or administrative proceeding of any kind brought by or on behalf of You or any Third Person or Related Third Person against Underwriters, the Administrator, and/or the Participating Organization, including without limitation any lawsuit or proceeding alleging breach of contract, bad faith, or any tortious conduct of any kind, seeking equitable or declaratory relief, or otherwise seeking the recovery, enforcement or effectuation of any benefits or coverages under this Insurance.
29. Any loss, personal injury, property damage or other claim arising or resulting from any act, omission, failure to act, event or other occurrence committed or occurring at any time prior to or subsequent to the Period of Coverage.
30. Any personal injury, medical expense, damage, or other loss suffered by a Related Third Person, except for damage to a Related Third Person's personal property which shall be limited to put a maximum of \$2,500 and subject to the per Injury/Illness Deductible set forth in the Schedule of Benefits.

## PART V - PLAN PROVISIONS

1. Notice of Claim: Written notice of claim must be given to the Underwriter within ninety (90) days after the occurrence or commencement of any Disablement covered by the Certificate, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Administrative Offices of the Underwriter, or to any authorized agent of the Underwriter, with information sufficient to identify the Insured Person shall be deemed notice to the Underwriter.
2. Claim Forms: The Underwriter, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within fifteen (15) days after the giving of such notice the claimant shall be deemed to have complied with the requirements of the Certificate as to Proof of Loss upon submitting, within the time fixed in the Certificate for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the Disablement for which claim is made.
3. Proof of Loss: Written Proof of Loss must be furnished to the Underwriter at its said office in case of claim for loss for which this Certificate provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which the Underwriter is liable and in case of claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible. The Underwriter at its option may pend resolution and adjudication of submitted claims and/or deny coverage for Proof of Loss submitted thereafter, or for incomplete Proof of Loss and/or failure to submit Proof of Loss.
4. Time of Payment of Claims: Indemnities payable under the Certificate for any loss other than loss for which the Certificate provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued indemnities for loss for which the Certificate provides periodic payment will be paid at the expiration of each four (4) weeks during the continuance of the period for which the Underwriter is liable, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.
5. Payment of Claims: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured Person. Any other accrued indemnities unpaid at the Insured Person's death may, at the option of the Underwriter, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person. If any indemnity of the Certificate shall be payable to the estate of an Insured Person, or to an Insured Person who is a minor or otherwise not competent to give a valid release, the Underwriter may pay such indemnity, up to an amount not exceeding \$1,000, to any Relative by blood or connection by marriage of the Insured Person who is deemed by the Underwriter to be equitably entitled thereto. Any payment made by the Underwriter in good faith pursuant to this provision shall fully discharge the Underwriter to the extent of such payment. Subject to any written direction of the Insured Person all or a portion of any indemnities provided by this Certificate on account of Hospital, nursing, medical, or Surgical service may, at the Underwriter's option and unless the Insured Person requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the Hospital or person rendering such services, but it is not required that the service be rendered by a particular Hospital or person.
6. Physical Examination and Autopsy: The Underwriter at its own expenses shall have the right and opportunity to examine the person of any individual whose Injury or Illness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.
7. Legal Actions: No actions at law or in equity shall be brought to recover on the Certificate prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with requirements of this Certificate. No such action shall be brought after expiration of three (3) years after that time written Proof of Loss is required to be furnished.
8. **Patient Protection and Affordable Care Act: THIS IS NOT QUALIFYING HEALTH COVERAGE ("MINIMUM ESSENTIAL COVERAGE") THAT SATISFIES THE HEALTH CARE COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF YOU DON'T HAVE MINIMUM ESSENTIAL COVERAGE, YOU MAY OWE AN ADDITIONAL PAYMENT WITH YOUR TAXES.**
9. Coordination of Benefits: The Underwriter coordinates benefits with other payers when an Insured Person(s) is covered by two (2) or more health plans. Coordination of Benefits is the industry standard practice used to share the cost of care between two (2) or more carriers when an Insured Person(s) is covered by more than one (1) health benefit plan. Our Coordination of Benefits and Services provision is attached hereto as APPENDIX A.
10. Complaints. Initial inquiries or complaints are to be addressed to the Administrator below:  
Seven Corners, Inc.  
303 Congressional Blvd.  
Carmel, Indiana 46032 USA
11. The Plan can be terminated at any time by either the Company or the Administrator by giving at least thirty (30) days written notice to the group and to the Insured Person(s). Such cancellation will have no effect on this Plan prior to the date of the termination, or on Eligible Benefits under this insurance accrued prior thereto. Once terminated, no additional Certificates will be issued, or further applications accepted.

### Excess Benefits

All Coverages, except Accidental Death and Dismemberment, shall be in excess of all other valid and collectible Insurance Indemnity and shall apply only when such benefits are exhausted. Other valid and collectible Insurance Indemnity for which benefits may be payable are Insurance programs provided by:

- (a) Individual, group, or blanket Insurance or coverage;
- (b) Other prepayment coverage provided on a group or individual basis;
- (c) Any coverage under labor management trusted plans, union welfare plans, employer organizational plans, employee benefit organization plans, or other arrangement of benefits for individuals of a group;
- (d) Any coverage required or provided by any statute, socialized Insurance program;
- (e) Any no-fault automobile Insurance;
- (f) Any third-party liability Insurance.

### Refund of Premium

Crum & Forster Segregated Portfolio Company (SPC) Captive realizes that there is uncertainty in international travel. Refund of total plan cost will only be considered if written request is received by the Administrator prior to the Effective Date of Coverage. If written request is received after the Effective Date of Coverage, the unused portion of the Plan cost may be refunded minus a cancellation fee, provided no claim has been submitted to the Administrator for reimbursement.

### Subrogation

To the extent the Underwriter pays for a loss suffered by an Insured, the Underwriter will take over the rights and remedies the Insured had relating to the loss. This is known as subrogation. The Insured must help the Underwriter to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Underwriter may require. If the Underwriter takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Underwriter.

### Coverage Intent

Please be aware that this is not a general health insurance policy, but an interim travel medical program intended for use while away from Your Home Country or Country of Residence.

### Pre-certification Requirements

The following expenses must always be Pre-Certified:

- (a) Inpatient Treatment and/or supplies of any kind.
- (b) any Surgery or Surgical procedure.
- (c) any Treatment in an Extended Care Facility.
- (d) any Home Nursing Care.
- (e) Durable Medical Equipment.
- (f) artificial limbs.
- (g) Computerized Axial Tomography (CAT Scan).
- (h) Magnetic Resonance Imaging (MRI).

To comply with the Pre-Certification requirements, You must:

1. Contact Seven Corners Assist at the telephone number shown below and on Your ID card as soon as possible before the expense is to be incurred; and
2. Comply with Seven Corners Assist's instructions and submit any information or documents they require; and
3. Notify all Physicians, Hospitals and other providers that this Insurance contains Pre-certification requirements and ask them to fully cooperate with Seven Corners.

### Emergency Pre-certification

In the event of an emergency Hospital admission, Pre-certification must be made within forty-eight (48) hours after the admission, or as soon as is reasonably possible.

If You comply with the Pre-certification requirements, and the expenses are Pre-certified, the Company will pay Eligible Medical Expenses subject to all terms, conditions, provisions, and exclusions herein. If You do not comply with the Pre-certification requirements or if the expenses are not Pre-certified:

1. Eligible Medical Expenses will be reduced by 50%; and
2. The Deductible will be subtracted from the remaining amount; and
3. The Coinsurance will be applied.

### Pre-certification Does Not Guarantee Benefits :

The fact that expenses are Pre-certified does not guarantee coverage for, or payment of the service or procedure reviewed. Eligibility for and payment of benefits are subject to all the terms, conditions, provisions and exclusions herein. Concurrent Review : For Inpatient stays of any kind, the Administrator will Pre-certify a limited number of days of confinement. Additional days of Inpatient confinement may later be Pre-certified if an Insured receives prior approval.

### Network Procedures

- a) Inside of the United States: Seven Corners' provider network is not required. By utilizing the network, You may receive potential discounts and out-of-pocket savings for any incurred eligible expenses.
- b) Outside of the United States: Seven Corners has an extensive network of international providers, many of which have direct pay agreements. We recommend You contact Seven Corners Assist for a provider referral, however, You may seek treatment at any facility.

***Utilizing the network does not guarantee benefits or that the treating facility will bill Seven Corners direct.***

Contact information for Seven Corners Assist is provided below and on the back of Your ID Card. Our multilingual representatives are available 24/7 to help You.

Contact us immediately for

- Emergency Medical Evacuation
- Return of Mortal Remains
- Emergency Medical Reunion
- Return of Minor Child(ren)
- Return flight to Home Country
- Local burial or cremation
- Political Evacuation and Repatriation

A listing of network providers can be found at [sevencorners.com/help/find-a-doctor](http://sevencorners.com/help/find-a-doctor) or by contacting Seven Corners Assist.

In addition, WellAbroad.com provides a complete listing of providers as well as other important and varied up-to-date travel information.

Seven Corners Assist

Toll-Free: 1-800-690-6295

Worldwide: 317-818-2808

E-mail: [customer.service@sevencorners.com](mailto:customer.service@sevencorners.com)

### Wellabroad.com

In our ever-changing world, Seven Corners' WellAbroad® seeks to prepare individuals and groups with the advanced tools for successful travel. WellAbroad® offers medical, political, and cultural information and includes many benefits and educational resources, such as:

- Text messaging alerts - Registered users receive updates regarding weather emergencies, security issues, custom alerts, and health care or pandemic warnings.
- Provider network directory - Clients and travelers can create customized country profiles which allow instant access to providers in the specified regions to which they are traveling.

### Claims Services

**Claims must be submitted within ninety (90) days of the date of service, visit [sevencorners.com/claims](http://sevencorners.com/claims) for claims forms and more information.**

Claims may be submitted as follows:

Email: [claims@sevencorners.com](mailto:claims@sevencorners.com)

Online: [sevencorners.com/myaccount](http://sevencorners.com/myaccount)

Fax: 317-575-2256

For additional assistance with claims, contact Seven Corners:

Toll free: 800-335-0477

Worldwide: 317-575-2652

Email: [customer.service@sevencorners.com](mailto:customer.service@sevencorners.com)

### Insurance Underwriter

This Insurance is underwritten by Crum & Forster Segregated Portfolio Company (SPC) Captive.

## Appendix A - COORDINATION OF BENEFITS AND SERVICES

### Purpose of This Provision

An Insured Person(s) may be covered for health benefits or services by more than one plan. If he/she is, this provision allows the Company to coordinate what the Company pays or provides with what another Plan pays or provides. This provision sets forth the rules for determining which is the primary plan and which is the secondary plan. Coordination of benefits is intended to avoid duplication of benefits while at the same time preserving certain rights to coverage under all Plans under which the Insured Person(s) is covered.

### DEFINITIONS

The words shown below have special meanings when used in this provision. Please read these definitions carefully.

**Allowable Expense:** The charge for any health care service, supply, or other item of expense for which the Insured Person(s) is liable when the health care service, supply, or other item of expense is covered at least in part under any of the Plans involved, except where a statute requires another definition, or as otherwise stated below.

When this Certificate is coordinating benefits with a Plan that provides benefits only for dental care, vision care, prescription drugs, or hearing aids, Allowable Expense is limited to like items of expense.

The Company will not consider the difference between the cost of a private hospital room and that of a semi-private hospital room as an Allowable Expense unless the stay in a private room is Medically Necessary and Appropriate.

When this Certificate is coordinating benefits with a Plan that restricts coordination of benefits to a specific coverage, the Company will only consider corresponding services, supplies or items of expense to which coordination of benefits applies as an Allowable Expense.

**Claim Determination Period:** A Calendar Year, or portion of a Calendar Year, during which an Insured Person(s) is covered by this Certificate and at least one other Plan and incurs one or more Allowable Expense(s) under such plans.

**Plan:** Coverage with which coordination of benefits is allowed. Plan includes:

- a) Group insurance and group subscriber contracts, including insurance continued pursuant to a Federal or State continuation law;
- b) Self-funded arrangements of group or group-type coverage, including insurance continued pursuant to a Federal or State continuation law;
- c) Group or group-type coverage through a health maintenance organization (HMO) or other prepayment, group practice and individual practice plans, including insurance continued pursuant to a Federal or State continuation law;
- d) Group hospital indemnity benefit amounts that exceed \$150 per day;
- e) Medicare or other governmental benefits, except when, pursuant to law, the benefits must be treated as in excess of those of any private insurance plan or non-governmental plan.

Plan does not include:

- a) Individual or family insurance contracts or subscriber contracts;
- b) Individual or family coverage through a health maintenance organization or under any other repayment, group practice and individual practice plans;
- c) Group or group-type coverage where the cost of coverage is paid solely by the Insured Person(s) except when coverage is being continued pursuant to a Federal or State continuation law;
- d) Group hospital indemnity benefit amounts of \$150 per day or less;
- e) School accident type coverage;
- f) A State plan under Medicaid.

**Primary Plan:** A Plan whose benefits for an Insured Person(s)'s health care coverage must be determined without taking into consideration the existence of any other Plan. There may be more than one Primary Plan. A Plan will be the Primary Plan if either "a" or "b" below exists:

- a) The Plan has no order of benefit determination rules or it has rules that differ from those contained in this Coordination of Benefits and Services provision; or
- b) All Plans which cover the Insured Person(s) use order of benefit determination rules consistent with those contained in the Coordination of Benefits and Services provision and under those rules, the plan determines its benefits first.

**Reasonable and Customary:** An amount that is not more than the usual or customary charge for the service or supply as determined by the Company, based on a standard which is most often charged for a given service by a Provider within the same geographic area.

**Secondary Plan:** A Plan which is not a Primary Plan. If an Insured Person(s) is covered by more than one Secondary Plan, the order of benefit determination rules of this Coordination of Benefits and Services provision shall be used to determine the order in which the benefits payable under the multiple secondary plans are paid in relation to each other. The benefits of each Secondary plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan which, under this Coordination of Benefits and Services provision, has its benefits determined before those of that Secondary Plan.

## PRIMARY AND SECONDARY PLAN

The Company considers each plan separately when coordinating payments.

The primary plan pays or provides services or supplies first, without taking into consideration the existence of a Secondary Plan. If a Plan has no coordination of benefits provision, or if the order of benefit determination rules differs from those set forth in these provisions, it is the primary plan.

A secondary plan takes into consideration the benefits provided by a primary plan when, according to the rules set forth below, the plan is the secondary plan. If there is more than one secondary plan, the order of benefit determination rules determines the order among the secondary plans. The secondary plan(s) will pay up to the remaining unpaid allowable expenses, but no secondary plan will pay more than it would have paid if it had been the primary plan. The method the secondary plan uses to determine the amount to pay is set forth below in the **Procedures to be Followed by the Secondary Plan to Calculate Benefits** section of this provision.

The secondary plan shall not reduce Allowable Expense for medically necessary and appropriate services and supplies on the basis that precertification, preapproval, notification or second surgical opinion procedures were not followed.

## RULES FOR THE ORDER OF BENEFIT DETERMINATION

The benefits of the Plan that covers the Insured Person(s) as an employee, member, subscriber or retiree shall be determined before those of the Plan that covers the Insured Person(s) as a Dependent. The coverage as an employee, member, subscriber or retiree is the primary plan.

The benefits of the Plan that covers the Insured Person(s) as an employee who is neither laid off nor retired, or as a dependent of such person, shall be determined before those for the Plan that covers the Insured Person(s) as a laid off or retired employee, or as such a person's Dependent. If the other Plan does not contain this rule, and as a result the Plans do not agree on the order of benefit determination, this portion of this provision shall be ignored.

The benefits of the Plan that covers the Insured Person(s) as an employee, member, subscriber or retiree, or Dependent of such person, shall be determined before those of the Plan that covers the Insured Person(s) under a right of continuation pursuant to Federal or State law. If the other Plan does not contain this rule, and as a result the Plans do not agree on the order of benefit determination, this portion of this provision shall be ignored.

If a child is covered as a Dependent under Plans through both parents, and the parents are neither separated nor divorced, the following rules apply:

- a) The benefits of the Plan of the parent whose birthday falls earlier in the Calendar Year shall be determined before those of the parent whose birthday falls later in the Calendar Year.
- b) If both parents have the same birthday, the benefits of the Plan which covered the parent for a longer period of time shall be determined before those of the parent for a shorter period of time.
- c) Birthday, as used above, refers only to month and day in a calendar year, not the year in which the parents was born.
- d) If the other plan contains a provision that determines the order of benefits based on the gender of the parent, the birthday rule in this provision shall be ignored.

If a child is covered as a Dependent under Plans through both parents, and the parents are separated or divorced, the following rules apply:

- a) The benefits of the Plan of the parent with custody of the child shall be determined first.
- b) The benefits of the Plan of the spouse of the parent with custody shall be determined second.
- c) The benefits of the Plan of the parent without custody shall be determined last.
- d) If the terms of a court decree state that one of the parents is responsible for the health care expenses for the child, and if the entity providing coverage under that Plan has knowledge of the terms of the court decree, then the benefits of that plan shall be determined first. The benefits of the plan of the other parent shall be considered as secondary. Until the entity providing coverage under the plan has knowledge of the terms of the court decree regarding health care expenses, this portion of this provision shall be ignored.

If the above order of benefits does not establish which plan is the primary plan, the benefits of the Plan that covers the employee, member or subscriber for a longer period of time shall be determined before the benefits of the Plan(s) that covered the person for a shorter period of time.

## Procedures to be Followed by the Secondary Plan to Calculate Benefits

In order to determine which procedure to follow it is necessary to consider:

- a) The basis on which the primary plan and the secondary plan pay benefits; and
- b) Whether the provider who provides or arranges the services and supplies is in the network of either the primary plan or the secondary plan.

Benefits may be based on the Usual and Customary Charge (U&C), or some similar term. This means that the provider bills a charge and the Insured person(s) may be held liable for the full amount of the billed charge. In this section, a Plan that bases benefits on a Usual and Customary Charge is called a "U&C Plan."

Benefits may be based on a contractual fee schedule, sometimes called a negotiated fee schedule or some similar term. This means that although a provider, called a network provider, bills a charge, the Insured person(s) may be held liable only for an amount up to the negotiated fee. In this section, a Plan that bases benefits on a negotiated fee schedule is called a "Fee Schedule Plan." If the Insured person(s) uses the services of a non-network provider, the plan will be treated as a U&C Plan even though the plan under which he or she is covered allows for a fee schedule.

Payment to the provider may be based on a capitation. This means that the health maintenance organization (HMO) pays the provider a fixed amount per Insured Person(s). The Insured Person(s) is liable only for the applicable deductible, coinsurance, or copayment. If the Insured person(s) uses the services of a non-network provider, the HMO will only pay benefits in the event of emergency care or urgent care. In this section, a Plan that pays providers based upon capitation is called a "Capitation Plan."

In the rules below, "provider" refers to the provider who provides or arranges the services or supplies, and "HMO" refers to a health maintenance organization plan.

Primary Plan is U&C Plan and Secondary Plan is U&C Plan

The secondary plan shall pay the lesser of:

- a) The difference between the amount of the billed charges and the amount paid by the primary plan; or
- b) The amount the secondary plan would have paid if it had been the primary plan.

When the benefits of the secondary plan are reduced as a result of this calculation, each benefit shall be reduced in proportion, and the amount paid shall be charged against any applicable benefit limit of the plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is Fee Schedule Plan

If the provider is a network provider in both the primary plan and the secondary plan, the Allowable Expense shall be the fee schedule of the primary plan. The secondary plan shall pay the lesser of:

- a) The amount of any deductible, coinsurance or copayment required by the primary plan; or
- b) The amount the secondary plan would have paid if it had been the primary plan.

The total amount the provider receives from the primary plan, the secondary plan and the Insured Person(s) shall not exceed the fee schedule of the primary plan. In no event shall the Insured Person(s) be responsible for any payment in excess of the copayment, coinsurance or deductible of the secondary plan.

Primary Plan is U&C Plan and Secondary Plan is Fee Schedule Plan

If the provider is a network provider in the secondary plan, the secondary plan shall pay the lesser of:

- a) The difference between the amount of the billed charges for the Allowable Charges and the amount paid by the primary plan; or
- b) The amount the secondary plan would have paid if it had been the primary plan.

The Insured Person(s) shall only be liable for the copayment, deductible, or coinsurance under the secondary plan if the Insured Person(s) has no liability for copayment, deductible or coinsurance under the primary plan and the total payments by both the primary and secondary plans are less than the provider's billed charges. In no event shall the Insured Person(s) be responsible for any payment in excess of the copayment, coinsurance or deductible of the secondary plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is U&C Plan

If the provider is a network provider in the primary plan, the Allowable Expense considered by the secondary plan shall be the fee schedule of the primary plan. The secondary plan shall pay the lesser of:

- a) The amount of any deductible, coinsurance or copayment required by the primary plan; or
- b) The amount the secondary plan would have paid if it had been the primary plan.

Primary Plan is Fee Schedule Plan and Secondary Plan is U&C Plan or Fee Schedule Plan

If the primary plan is an HMO plan that does not allow for the use of non-network providers except in the event of urgent care or emergency care and the service or supply the Insured Person(s) receives from a non-network provider is not considered as urgent care or emergency care, the secondary plan shall pay benefits as if it were the primary plan.

Primary Plan is Capitation Plan and Secondary Plan is Fee Schedule Plan or U&C Plan

If the Insured Person(s) receives services or supplies from a provider who is in the network of both the primary plan and the secondary plan, the secondary plan shall pay the lesser of:

- a) The amount of any deductible, coinsurance, or copayment required by the primary plan; or
- b) The amount the secondary plan would have paid if it had been the primary plan.

Primary Plan is Capitation Plan or Fee Schedule Plan or U&C Plan and Secondary Plan is Capitation Plan

If the Insured Person(s) receives services or supplies from a provider who is in the network of the secondary plan, the secondary plan shall be liable to pay the capitation to the provider and shall not be liable to pay the deductible, coinsurance, or copayment imposed by the primary plan. The Insured Person(s) shall not be liable to pay any deductible, coinsurance, or copayments of either the primary plan or the secondary plan.

Primary Plan is an HMO and Secondary Plan is an HMO

If the primary plan is an HMO plan that does not allow for the use of non-network providers except in the event of urgent care or emergency care and the service or supply the Insured Person(s) receives from a non-network provider is not considered as urgent care or emergency care, but the provider is in the network of the secondary plan, the secondary plan shall pay benefits as if it were the primary plan.