



# Certificate of Insurance

## PATRIOT PLATINUM INTERNATIONAL<sup>SM</sup>

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**IMPORTANT NOTICE REGARDING PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA):** This insurance is not subject to, and does not provide benefits required by, PPACA. On January 1, 2014, PPACA will require U.S. citizens and certain U.S. residents to obtain PPACA compliant insurance coverage unless they are exempt from PPACA. Penalties may be imposed on U.S. citizens and U.S. residents who are required to maintain PPACA compliant coverage but do not do so. Eligibility to purchase, extend or renew this product, or its terms and conditions, may be modified or amended based upon changes to applicable law, including PPACA. Please note that it is solely your responsibility to determine if PPACA is applicable to you.

**A. AGREEMENT** – Sirius International Insurance Corporation (publ) (the Company) promises and agrees to provide the Insured Person with the benefits described in the Master Policy, as outlined herein and coverage for which is certified hereunder by the Company. The Company makes this promise and agreement in consideration of the Assured's Application, the accuracy and truthfulness of the Insured Person's Application and payment of Premium, and subject to all of the Terms of the Master Policy and as contained therein, including any Riders. The Master Policy is effective as of May 1, 2013 and shall remain in effect until terminated in accordance with Section B.(17), below. This Certificate shall be effective as of the Effective Date of Coverage shown on the Declaration, and shall remain in effect until terminated in accordance with Section B.(18), below. This Certificate is not part of the insurance contract. The contract is the Master Policy, the Application, the Declaration, and any applicable Riders. This Certificate is merely a description of and evidence of the Insured Person's rights and benefits under the contract. The Declaration likewise is evidence of the coverage under the contract and a statement of the Effective Date of Coverage, subject always to the terms of coverage contained within the contract. The Company hereby recognizes International Medical Group®, Inc., as the Company's authorized agent and representative, and as the Plan Administrator of the Master Policy and this Certificate. Subject to the provisions of Section B.(6), below, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate should be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company. THIS INSURANCE IS ISSUED PURSUANT TO APPLICABLE SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF STATE INSURANCE GUARANTY LAWS TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

**B. CONDITIONS AND GENERAL PROVISIONS** – The following Terms are conditions precedent to the Company's liability under the insurance provided to the Insured Person pursuant to and in accordance with the Terms of the Master Policy, as represented by this Certificate (such insurance being sometimes referred to herein as "this insurance" or "the plan"):

**(1) ENTIRE AGREEMENT** – The Master Policy, including the Application, the Declaration, and any Riders, shall constitute the entire agreement among the Company, the Assured, and the Insured Person. This Certificate, including the Application, the Declaration, and any Riders, is an outline and evidence of the insurance provided by the Master Policy. This Certificate does not extend or change the coverage provided by the Master Policy. The insurance evidenced by this Certificate is subject to all Terms of the Master Policy, including the Application, the Declaration, and any Riders.

**(2) PREMIUM** – Payment of required Premium shall be remitted to the Company on or before the Effective Date of Coverage. In accordance with the Cancellation By Insured Person section below, the Insured Person has the right to cancel the Certificate and to have the premium refunded if, after examination of the Certificate, the insured person is not satisfied for any reason.

**(3) PROOF OF CLAIM** – When the Company receives notice of a claim for benefits under this insurance from or on behalf of an Insured Person it will provide the Insured Person with Claimant's Statement and Authorization Forms ("Claim Forms") for filing Proof of Claim. The following items must be submitted by or on behalf of the Insured Person to be considered a complete Proof of Claim eligible for consideration of coverage under this insurance ("Proof of Claim"):

- (a) a duly completed, timely submitted, and signed Claim Form and authorization for release of information; and
- (b) all original itemized bills and statements of services rendered from all Physicians, Hospitals and other healthcare or medical service providers involved with respect to the claim; and
- (c) all original receipts for any costs, fees or expenses that have been incurred or paid by or on behalf of the Insured Person with respect to the claim, including without limitation all original receipts for any cash and/or credit card payments.

The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and supplier shall have ninety (90) days from the date a claim is incurred to submit a complete Proof of Claim, and the Company at its option may pend resolution and adjudication of submitted claims and/or may deny coverage: for Proofs of Claim submitted thereafter; or for incomplete Proofs of Claim; and/or for failure to submit a Proof of Claim; provided, however, that the Company at its option may waive the requirements of subsection B.(3)(a), above, regarding submission of a new Claim Form for subsequent claims incurred by an Insured Person relating to a continuing Illness, Injury or other medical condition for which a properly completed and signed Claim Form has previously been submitted and received.

**(4) APPEALING A CLAIM** – In the event the Company denies all or part of a claim, the Insured Person shall have a reasonable opportunity to appeal the denial under which there will be a review of the claim and the determination. Insured Persons shall have sixty (60) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address within which to appeal the determination, and shall have the opportunity to submit written comments, documents, records, and other information relating to the claim. The Company's review will take into account all comments, documents, records, and other information submitted by the Insured Person relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. Insured Persons must file two (2) appeals of a claim denial prior to bringing any legal action under the contract of insurance. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review as set forth in Section B.(22), and will respond in writing as soon as reasonably practicable, and in any event within ninety (90) days from receipt thereof.

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

**(6) SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT** – No action at law or in equity can be brought by an Insured Person to recover on the contract of insurance prior to the later of (1) expiration of the later of sixty (60) days after written Proof of Claim has been furnished in accordance with the contract of insurance or (2) exhaustion of two (2) appeals under the Appealing a Claim provision above. No action at law or in equity can be brought after the expiration of three (3) years after the time written Proof of Claim is required to be furnished under the contract of insurance. The contract of insurance between the Insured Person and the Company as represented by the Master Policy and evidenced by this Certificate shall be deemed issued, finalized and made in Indianapolis, Indiana. Sole and exclusive jurisdiction and venue for any court action or administrative proceeding relating to this insurance shall be in Marion County, Indiana, for which the Insured Person expressly consents. The subjects, risks and benefits of insurance covered by the Master Policy and evidenced by this Certificate are not intended or considered by the Insured Person or the Company (or the Plan Administrator) to be resident, located, or to be performed in any particular State of the United States. Indiana surplus lines law shall govern all rights and claims raised under this Certificate of Insurance.

In the event of the failure of the Company to provide benefits or pay or reimburse any amount claimed to be due under this insurance, the Company, at the request of the Insured Person and upon receipt of lawful process or summons, will submit to the jurisdiction of a court of competent subject matter jurisdiction located in Marion County, Indiana, provided there exists an independent statutory and constitutional basis for *in personam* jurisdiction over the Company in said court and by said forum State. The Company and the Insured Person consent to personal jurisdiction and venue in the Circuit and/or Superior Courts of Marion County, Indiana, and in the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise appropriate and lawful). All trials regarding any dispute under this insurance shall be exclusively presented to and determined solely by the court as the trier of fact, without a jury. The Company reserves the right, acting by and through the Plan Administrator, to initiate and pursue actions for declaratory judgment and/or other appropriate relief with respect to the validity, binding effect, administration of and/or any dispute or controversy arising under this insurance. In any suit instituted by or against the Company or the Insured Person pursuant to the Terms of this Section B.(6), the Company and the Insured Person will abide by the final decision of such Indiana court or of any appellate court in the event of an appeal.

Nothing in this Section B.(6) constitutes or should be deemed, considered or understood to constitute a waiver of the Company's rights to: (i) oppose venue, procedural and/or substantive choice of law, personal jurisdiction, or subject matter jurisdiction in any forum other than the Circuit or Superior Courts of Marion County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise appropriate and lawful), (ii) commence an action in any court of competent jurisdiction in or outside of the United States, (iii) remove an action to a United States District Court, or (iv) seek transfer of a case to another court or forum as permitted by the laws of such forum or the laws of the United States or of any State in the United States, as applicable; all of which rights are expressly reserved and retained.

Subject to and without limiting, expanding, superceding, modifying or waiving any of the foregoing Terms contained in this Section B.(6), pursuant to any statute of any State, territory or district of the United States which makes provision thereof, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance (or such other officer specified for that purpose in the statute), or his successor or successors in office, as its true and lawful attorney, under a special power of attorney, upon whom may be served any lawful process issued in connection with the initiation of any action, suit or proceeding instituted by or on behalf of the Insured Person arising out of this insurance, including specifically the Commissioner of Insurance for the Indiana Department of Insurance, 311 West Washington Street, Suite 300, Indianapolis, IN 46204, and hereby designates and appoints John P. Dearie, Jr., Esq., Edwards Wildman Palmer, LLP, 750 Lexington Avenue, New York, New York 10022, as its attorney-in-fact and agent for service of process to whom said officer or Commissioner is authorized to mail or serve any such process or a true copy thereof.

For Florida residents only: If any dispute shall arise as under the terms and conditions of this Certificate, such dispute may be referred to arbitration in accordance with the procedures of the American Arbitration Association. Any such arbitration shall be held within 50 miles of the Insured Person's residence, with the Company to pay costs and fees (not including any attorney fees) of the proceeding in excess of \$500.00.

**(7) MISREPRESENTATION** – Any false representation, incomplete information, misleading statement, misstatement, omission, concealment or fraud, whether or not innocently made, either in the Insured Person's Application which forms a part of the Master Policy and this Certificate, or in relation to any claim form, statement, certification or warranty made by the Insured Person or his/her representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render the Declaration and this Certificate null and void and all claims and benefits under this insurance shall be forfeited and waived.

**(8) INSOLVENCY** – The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of the Assured or any Insured Person shall not impose upon the Company any liability or obligation other than that specifically included in this insurance.

**(9) SUBROGATION CLAUSE** – The Insured Person shall undertake to pursue in his/her own name and stead, and to fully cooperate with the Company in the pursuit and prosecution of, any and all valid claims that the Insured Person may have against any third party who may be liable or responsible for any loss or damage arising out of any act, omission or occurrence which results or may result in a loss payment, provision of benefits, or coverage of claim by the Company under this insurance, and to fully account to the Company for any amounts recovered or recoverable in connection therewith, on the basis that the Company shall be reimbursed and entitled to recover first in full for any sums paid or to be paid by it before the Insured Person shares in any amount so recovered. The Insured Person further agrees and understands that the Company requires the Insured Person to complete a subrogation questionnaire, sign an acknowledgment of the Company's Subrogation rights and sign an agreement before the Company considers paying, or continues to pay, any claims. Should the Insured Person fail to so cooperate, account, or to prosecute any valid claims against any such third party or parties, and the Company thereupon or otherwise becomes liable or otherwise obligated to make payment under the Terms of this insurance, then the Company shall be fully subrogated to all rights and interests of the Insured Person with respect thereto and may prosecute such claims in its own name as subrogee. The Insured Person's submission of Proof of Claim or acceptance of coverage or benefits under this insurance shall be deemed to constitute an authorization, consent and assignment of such subrogation rights by the Insured Person to the Company. The Insured Person agrees the Company has a secured proprietary interest in any settlement proceeds the Insured Person receives or may be entitled to receive. The Insured Person understands and agrees the Company is entitled to a constructive trust interest in the proceeds of any settlement or recovery. The Insured Person agrees to include the Company as a co-payee on any settlement check or check from any third party or insurer. The Insured Person agrees he/she will not release any party or their insured without prior written approval from the Company, and will take no action which prejudices the Company's rights. The Insured Person is obligated to inform their legal representative of the Company's rights and lien and to make no distributions from any settlement or judgment which will in any way result in the Company receiving less than the full amount of its lien without the written approval of the Company. Any amount recovered by the Company in accordance with the foregoing shall first be used to pay in full the costs and expenses of collection incurred by the Company, including reasonable attorneys' fees, and for reimbursement to the Company for any amount that it may have paid or become liable to pay under this insurance. Any remaining amounts recovered shall be paid to the Insured Person or other persons lawfully entitled thereto, as applicable. In the event that the Insured Person receives any form or type of settlement and either fails or refuses to abide by the terms of this insurance contract, in addition to any other remedies the Company may have, the Company retains a right of equitable offset against future claims.

**(10) OTHER INSURANCE** – The Company shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim under this insurance if there is any other insurance, membership benefit, workers' or workplace compensation coverage program or other government program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or any other third-party obligation or liability for provision of benefits ("Other Coverage") which would, or would but for the existence of this insurance, be available or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, except in respect of any excess beyond the amount payable or provided under such Other Coverage had this insurance not been effected. The Company shall not be liable or obligated to provide any benefit or to pay or reimburse any claim in respect to Treatment or supplies furnished by any program or agency funded by any government or governmental authority.

**(11) CANCELLATION BY INSURED PERSON** – The Insured Person may request cancellation and a refund of premium for this insurance by giving the Company written notice prior to the Effective Date of Coverage under this Certificate. After such Effective Date, the following conditions apply for cancellation of this insurance:

- (a) If any claims have been filed with the Company, the Premium is fully earned and is non-refundable.
- (b) If no claims have been filed with the Company,
  - (i) a cancellation fee of US\$50.00 will be charged; and
  - (ii) only full month premiums will be considered as refundable.

**(12) APPLICABLE CURRENCY** – All benefit amounts, coverages, monetary limits and sub-limits, and other amounts stated in the Master Policy, the Application, the Declaration, this Certificate, and in any Riders, including Premium, are in U.S. dollars.

**(13) COOPERATION** – The Insured Person and his/her Physicians, Hospitals and other healthcare and medical service providers and suppliers shall undertake to cooperate fully with the Company and the Plan Administrator in reviewing, investigating, adjudicating, considering an appeal of, and/or administering any claim for benefits under this insurance, including granting full right of access to all relevant, pertinent or related records, medical documentation, medical histories, reports, lab or test results, x-rays, and all other available evidence relating to or affecting the review, investigation, adjudication or administration of the claim. The Company at its own expense shall have the right and opportunity to examine all evidence related to a claim when and as often as it may reasonably require during the pendency of a claim hereunder and to request an autopsy in case of death where it is not forbidden by law. The Company at its option may suspend or pend adjudication of a claim, and/or may deny benefits and/or coverage for a claim, when there has been: (i) a refusal to so cooperate, (ii) an unreasonable delay in such cooperation, and/or (iii) any other act or omission on the part of the Insured Person and/or his/her healthcare providers which hinders, delays, impairs, or otherwise prejudices the performance of the Company's obligations under this insurance.

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

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

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

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

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

- (a) the next day following the end of the coverage period for which Premium has been fully and timely paid; or
- (b) the termination date as shown on the Declaration for this Certificate; or
- (c) the date the Master Policy is terminated pursuant to Section B.(17), above; or
- (d) the date the Insured Person returns to his/her Home Country; unless extended by subparagraph (i) and/or (ii) and/or (iii):
  - (i) if the Insured Person has paid Premium for at least five (5) months of continuous coverage under the Plan and made

the appropriate selection for End of Trip Home country Coverage and designated one (1) extra coverage month on the Application, coverage and benefits under this insurance will terminate on the thirtieth (30<sup>th</sup>) day after the date the Insured Person returns to his/her Home Country; provided that Premium has been paid for the full Period of Coverage including the thirty (30) days of Home Country coverage; and

(ii) if the Insured Person has paid Premium for at least ten (10) months of continuous coverage under the Plan and made the appropriate selection for End of Trip Home country Coverage and designated two (2) extra coverage months on the Application, coverage and benefits under this insurance will terminate on the sixtieth (60<sup>th</sup>) day after the date the Insured Person returns to his/her Home Country; provided that Premium has been paid for the full Period of Coverage including the sixty (60) days of Home Country coverage; and

(iii) if the Insured Person has paid Premium for at least fifteen (15) months of continuous coverage under the Plan and made the appropriate selection for End of Trip Home country Coverage and designated three (3) extra coverage months on the Application, coverage and benefits under this insurance will terminate on the ninetieth (90<sup>th</sup>) day after the date the Insured Person returns to his/her Home Country; provided that Premium has been paid for the full Period of Coverage including the ninety (90) days of Home Country coverage; or

(e) the next day following thirty-six (36) months from the Initial Effective Date; or

(f) the date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in Section D. of this Certificate; or

(g) the date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances set forth in Sections B.(7) or B.(15), above, or B.(20), below.

Coverage for the Insured Person shall remain in full force and effect unless terminated pursuant to the provisions of this Section B.(18), except as otherwise provided in the Master Policy, the Declaration, or this Certificate.

**(19) PATIENT ADVOCACY** – Neither the Company nor the Plan Administrator shall have any right, obligation, or authority of any kind to ultimately select Physicians, Hospitals, or other healthcare or health service providers for the Insured Person or to make any medical Treatment decisions for or on behalf of the Insured Person, and all such decisions shall be made solely and exclusively by the Insured Person and/or his/her guardians, family members and treating Physicians and other healthcare providers. Subject to the foregoing, the Company may determine that a particular claim, benefit, Treatment, or diagnosis occurring under or relating to this insurance may be placed under the Company's "Patient Advocacy" program to ensure that Medically Necessary Treatment and supplies are provided in the most cost effective manner. In the event the Company determines that a claim, benefit, Treatment, or diagnosis meets the Company's Patient Advocacy program guidelines, the Company will notify the Insured Person as soon as reasonably practicable, and a Patient Advocate will be assigned to the Insured Person. Thereafter, the Company's Patient Advocate may make evaluations and/or recommendations of Treatment settings and/or procedures and/or supplies that may be more cost effective for the Company and/or the Insured Person. Such recommendations will be made with input from the Insured Person and/or the Insured Person's guardians, family members and treating Physicians and other healthcare providers, and will be made only when it can be reasonably demonstrated that the Medically Necessary Treatment and/or supplies can be provided in a more cost effective manner to the Company and/or the Insured Person. The Company will use its best efforts to evaluate and recommend Treatment settings and/or procedures and/or supplies that can reasonably be expected to result in the same or better care of the Insured Person. The Insured Person is under no obligation to accept or follow any of the Company's recommendations. However, if the Insured Person accepts and follows any of the Company's recommendations, the Insured Person agrees to hold the Company and the Company's agents and representatives, including the Patient Advocate, harmless from same, and the Company shall not be held liable or otherwise responsible for any Treatment or supply provided to the Insured Person except for the payment of claims and benefits eligible for coverage under the Terms of this insurance. After the Insured Person has been notified that the claim, Treatment, benefit or diagnosis meets the Company's Patient Advocacy program guidelines, the Company reserves the right, at its option and in its sole discretion without liability, to:

(a) make payment for Treatment and/or supplies which, although not expressly covered under this insurance, may be beneficial to the Insured Person and cost effective to the Company; and/or

(b) deny coverage and/or benefits for any charges, including Eligible Medical Expenses otherwise eligible for coverage but for the Terms of this Section, which exceed the amount the Company would have covered had the Insured Person accepted and followed the recommendations of the Patient Advocacy program.

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

(a) all or part of the claim was not incurred by or paid by or on behalf of the Insured Person; or

(b) the Insured Person or any member of the Insured Person's family, whether or not the family member is or was an insured person under this insurance plan, is repaid or is entitled to be repaid for all or part of the claim by Other Coverage or by or from a source other than the Company; or

(c) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance; or

- (d) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance; or
- (e) all or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider or supplier; or
- (f) the Insured Person is not liable or responsible as a matter of law for all or part of a claim;

The Company shall have the right to a refund of and to recover the amount of overpayment from the Insured Person and/or the Hospital, Physician, or other provider of services or supplies, as the case may be. For overpayment of claims under subparagraphs B.(20)(c) and (d), above, the amount of the refund and recovery shall be the difference between: (i) the amount actually paid by the Company; and (ii) the amount, if any, that should have been paid by the Company under the Terms of this insurance. For all other overpayments, the amount of the refund and recovery shall be the amount overpaid. If the Insured Person or the Hospital, Physician or other provider of services or supplies does not promptly make any such refund to the Company, the Company may, in addition to any other rights or remedies available to it (all of which are reserved): (i) reduce or deduct from the amount of any future claim that is otherwise eligible for coverage or payment under this insurance, to the full extent of the refund due to the Company; and/or (ii) cancel this Certificate and all further coverage of the Insured Person under the Master Policy by giving thirty (30) days advance written notice by mail to the Insured Person at his/her last known residence or mailing address, and offset against the amount of any pro-rata refund of Premium due the Insured Person to the full extent of the refund due to the Company.

**(21) RENEWAL/AMENDMENT** – The Insured Person can request coverage under Patriot Platinum International<sup>sm</sup> plan to be renewed for extended Periods of Coverage from 5 days to 12 months up to a maximum total of thirty-six (36) continuous months. Renewability is subject to the Insured Person's continued eligibility for the plan. Any one Period of Coverage may not exceed twelve (12) months. If any Period of Coverage under this insurance has lapsed or terminated for any reason, coverage under the Patriot Platinum International plan cannot be renewed, but may be separately written under a new Certificate (only after all applicable eligibility guidelines are met). A new Application with premium must be received by the Company in order to effect newly written coverage, and upon acceptance, a new Certificate will be issued and a new initial Period of Coverage will be established. New deductibles, scheduled benefit limits and sub-limits, conditions of coverage, eligibility requirements, and Pre-existing Condition exclusions will apply to any separately written and non-continuous coverage periods.

- (a) At the time of any request for renewal, the Insured Person must satisfy all of the then-current eligibility requirements for this insurance, as established by the Company at its sole discretions (see e.g., Section D.); and
- (b) The maximum period of continuous coverage under this insurance, including the initial Period of Coverage and any renewed and extended Period(s) of Coverage, may not exceed a total of thirty-six (36) continuous months; and
- (c) After the first twelve (12) months of continuous coverage under this insurance, a new Deductible and Coinsurance will apply for each period of twelve (12) months of continuous coverage thereafter, under this insurance,
- (d) Upon the Company's acceptance of a renewal Application, a new Declaration of Insurance and the then-current form of Certificate of Insurance for this insurance plan will be issued to the Insured Person by the Company.

The Company's commitment and the Insured Person's ability to renew is also subject to termination upon thirty (30) days written notice to the other party prior to the expiration date of the then existing Period of Coverage. The Company reserves the right in its sole discretion to make changes, additions and/or deletions to the Terms of the Master Policy, this Certificate, renewals or replacements of either, and/or to the Patriot Platinum International insurance plan (including the issuance of Riders to effectuate same) at any time or from time to time after the Effective Date of Coverage of this Certificate, upon no less than ninety (90) days prior written notice to the Assured and the Insured Person (Notice of Amendment). The Notice of Amendment shall include a complete description of the changes, additions and/or deletions to be made, the effective date thereof (the Change Date), and notice of the Insured Person's cancellation rights as set forth below, and shall be sent first class mail, postage pre-paid, to the last known residence or mailing address of the Insured Person. Upon issuance of the Notice of Amendment, the Assured and/or the Insured Person shall have the right to request cancellation of this Certificate, above, at any time prior to the Change Date; provided, however that cancellation under this Section B.(21) shall be at the option of the Insured Person, and coverage under this insurance shall terminate with effect from the cancellation date specified by the Insured Person (subject to the provisions of Sections B.(18(a-g))). If the Insured Person does not elect to cancel this Certificate in accordance with the foregoing, the changes, additions and/or deletions as made by the Company and specified in said Notice of Amendment shall take effect as of the Change Date specified in the Company's Notice, and this insurance shall thereafter continue in effect in accordance with its Terms, as so amended and modified.

**(22) EXPLANATION OR VERIFICATION OF BENEFITS** – In the event of any verbal or telephone inquiry, every attempt will be made to help the Insured Person and his/her healthcare providers and suppliers understand the status, scope and extent of available benefits and coverages under this insurance; provided, however, that no statement made by any agent, employee or representative of the Company or the Plan Administrator will be deemed or construed as an actionable representation, promise, or an estoppel, or will create any liability against the Company or the Plan Administrator or be deemed or construed to bind the Company or to modify, replace, waive, extend or amend any of the Terms of the Master Policy or this Certificate, unless expressly set forth in writing and signed by an authorized agent or representative of the Company. Actual eligibility determinations, benefit verifications, final coverage decisions and claim adjudications, and final payments and/or reimbursements of benefits or claims shall be determined and adjudicated only after or at the time a proper and complete Application and/or Proof of Claim is submitted (as the case may be), an opportunity for reasonable investigation and/or review is provided, cooperation required hereunder

received, and all facts and supporting information, including relevant data, information and medical records when deemed necessary or appropriate by the Company, are presented in writing. Appealed claims may be further investigated and/or reviewed. The Terms of the Master Policy govern all available coverages and payments made or to be made. If a definite answer to a specific benefits or coverage question is required for any reason, the Insured Person or his/her healthcare providers may submit a written request to the Company, including all pertinent medical information and a statement from the attending Physician (if applicable), and a written reply will be sent by the Company and kept on file. If the Company elects to verify generally and/or preliminarily to a provider or the Insured Person that an Injury, Illness, diagnosis or proposed Treatment is or may be covered under this insurance, or that benefits for same are or may be available as outlined in this Certificate, any such verification of benefits does not guaranty either payment of benefits or the amount or eligibility of benefits. Final eligibility determinations, coverage decisions, claim appeals, and actual reimbursement or payment of claims or benefits are subject to all Terms of this insurance, including without limitation filing a proper and complete Proof of Claim under Section B.(3) and Cooperation under Section B.(13).

**C. SCHEDULE OF BENEFITS/LIMITS** – Subject to the Terms of this insurance, including without limitation the Deductible and Coinsurance (unless otherwise expressly set forth to the contrary), the Exclusions set forth in Section Y. of the Master Policy and this Certificate, and the various limits and sub-limits set forth below, the Company promises to provide the Insured Person the following summary of benefits and coverages arising out of Injury or Illness incurred while this Certificate is in effect:

<u>Benefit/Other</u>	<u>Limit/Sub-limit</u>
<u>Maximum Limit</u>	<p>If the Insured Person elected Option 1 on the Application:</p> <p>Age 15 days to 69 years: US\$1,000,000 per Period of Coverage</p> <p>Age 70-79 years: US\$100,000 per Period of Coverage</p> <p>Age 80+ years: US\$20,000 per Period of Coverage</p> <p>If the Insured Person elected Option 2 on the Application:</p> <p>Age 15 days to 69 years: US\$5,000,000 per Period of Coverage</p> <p>If the Insured Person elected Option 3 on the Application:</p> <p>Age 15 days to 69 years: US\$8,000,000 per Period of Coverage</p>
<u>Deductible</u>	All Deductibles are per Insured Person as shown on the Declaration of this Certificate, with a maximum of three (3) Deductibles per Family, and are the direct responsibility of the Insured Person. Deductibles may only be satisfied with respect to Eligible Medical Expenses. Only one deductible per Insured Person or three Deductibles per Family must be satisfied during twelve (12) months of continuous coverage under this insurance. After the first twelve (12) months of continuous coverage under this insurance, a new Deductible will apply for any period of continuous coverage thereafter.
<u>Emergency Room Deductible</u>	An additional Deductible of \$250 will be applied for each Emergency Room visit for treatment of an Illness which does not result in a direct Hospital admission
<u>Coinsurance</u>	<p>For Treatment received outside the US &amp; Canada:</p> <p style="padding-left: 40px;">The plan pays 100% of Eligible Medical Expenses up the Policy Maximum</p> <p>For Treatment received within the US &amp; Canada:</p> <p style="padding-left: 40px;">In the PPO Network: The plan pays 100% of Eligible Medical Expenses up to the Maximum Limit</p> <p style="padding-left: 40px;">Outside of the PPO Network: The plan pays 90% of Eligible Medical Expenses up to US\$5000, then 100% up to Maximum Limit</p>
	<p>The Coinsurance maximum must be satisfied only once by the Insured Person during twelve months of continuous coverage. After the first twelve (12) months of continuous coverage under this insurance, a new coinsurance maximum will apply for each period of twelve (12) months of continuous coverage thereafter. No more than 3 coinsurance maximums per Insured person must be satisfied within the maximum thirty-six (36) continuous coverage period.</p>
<u>Accidental Death &amp; Dismemberment Benefit</u>	US\$50,000 (Not subject to Deductible and Coinsurance). See Section O. for further Terms.
<u>Common Carrier Accidental Death Benefit</u>	US\$100,000 per Insured adult and US\$25,000 per Insured child with a maximum of US\$250,000 per Insured Family involved in the same Accident. See Section P. for further Terms.
<u>Small Pet Common Air Carrier Accidental Death Benefit</u>	US\$500 for a pet cat or dog up to 30 pounds, travelling with its owner. See Section Q. for further Terms.

<u>Sudden and Unexpected Recurrence of a Pre-existing Condition</u>	For Insured Persons up to age 65 who have a Primary Health Plan: Up to Maximum Limit For Insured Persons up to age 65 without a Primary Health Plan: Up to \$20,000 Lifetime Maximum For Insured Persons age 65 and older: Up to \$2,500 Lifetime Maximum (see Section T. for details)
<u>Dental Emergency</u>	Up to US\$250 for the necessary Treatment of Unexpected pain to sound natural teeth.
<u>Benefit Period</u>	12 months. See Section Z. "Definitions; <u>Benefit Period</u> " for further Terms.
<u>Emergency Medical Evacuation</u>	Up to the Policy maximum per Insured Person; provided, however, up to US\$25,000 for Eligible Medical Expenses for an Emergency Medical Evacuation arising or resulting from a sudden and Unexpected recurrence of a Pre-existing Condition eligible for coverage under Section T. All Emergency Medical Evacuations must be approved in advance and coordinated by the Company. See Sections H. and T. for further Terms.
<u>Remote Transportation</u>	Limited to \$5,000 per Insured Person per Period of Coverage and \$20,000 lifetime maximum. Must be approved in advance and coordinated by the Company. See Section L. for further Terms.
<u>Emergency Reunion</u>	Limited to a US\$100,000 lifetime maximum. Must be approved in advance and coordinated by the Company. See Section I. for further Terms.
<u>Return of Minor Children</u>	Up to US\$100,000. Must be approved in advance and coordinated by the Company. See Section U. for further Terms.
<u>Return of Mortal Remains</u>	Up to US\$100,000 per Insured Person for Return of Mortal Remains, or up to US\$5,000 for local burial or cremation. Must be approved in advance and coordinated by the Company. See Section J. for further Terms.
<u>Political Evacuation And Repatriation</u>	Limited to a US\$100,000 lifetime maximum. Must be approved in advance and coordinated by the Company. See Section K. for further Terms.
<u>Natural Disaster</u>	Up to US\$250 a day for a maximum of 5 days per Insured Person. See Section M. for further Terms.
<u>Local Ambulance Expense</u>	Usual, Reasonable and Customary. See Section G.(4)(k-l) for further Terms.
<u>Hospital Room &amp; Board</u>	The average semi-private room rate, including nursing service. See Section G.(1)(a) for further Terms.
<u>Intensive Care Unit</u>	Usual, Reasonable and Customary. See Section G.(1)(b) for further Terms.
<u>Supplemental Accident Benefit</u>	\$300 per covered Accident
<u>Eligible Medical Expenses</u>	Usual, Reasonable and Customary. See Section G. for further Terms.
<u>Pre-certification</u>	50% reduction of Eligible Medical Expenses if Pre-certification provisions are not met. See Section E. for further Terms.
<u>Hospital Indemnity</u>	US\$250 per day paid directly to the Insured Person for each night of a required hospital stay that is covered under all terms and conditions of this plan up to a maximum of 10 nights per Period of Coverage. Not subject to Deductible or Coinsurance. See Section V. for further Terms.
<u>Incidental Trip Coverage</u>	Up to 14 days. See Section N. for further Terms.
<u>Trip Interruption</u>	Up to US\$10,000 per Insured Person per Period of Coverage. Not subject to Deductible or Coinsurance. See Section R. for further Terms.
<u>Lost Baggage /Theft</u>	Up to US\$500 maximum per Insured Person per Period of Coverage for damage to, loss of or theft of checked Baggage or personal items, and for the replacement cost of travel documents. Not subject to Deductible or Coinsurance. See Section S. for further Terms.
<u>Identity Theft</u>	Up to US\$500 per Period of Coverage Not subject to Deductible or Coinsurance. See Section W. for further Terms.



Felonious Assault

US\$10,000 Lifetime Maximum. Separate from any medical benefit under Patriot Platinum. See Section X. for further Terms.

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

- (1) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's spouse and/or Dependent Child; and
- (2) be at least 15 days old; and
- (3) have legally departed the Home Country and legally entered the Host Country; and
- (4) not be a citizen of the Host Country; and
- (5) pay the required Premium on or before the Effective Date of Coverage.

**E. PRE-CERTIFICATION PROVISIONS/REQUIREMENTS** – Pre-certification is a general determination of Medical Necessity, only, and all such determinations are made by the Company (acting through its authorized agents and representatives) in reliance and based upon the completeness and accuracy of the information provided by the Insured Person and/or his/her relatives, guardians and/or healthcare providers at the time of Pre-certification. The Company reserves the right to challenge, dispute and/or revoke a prior determination of Medical Necessity based upon subsequent information obtained. Pre-certification is not an assurance, authorization, preauthorization, or verification of Treatment or coverage, a verification of benefits, or a guarantee of payment. The fact that Treatment or supplies are Pre-certified by the Company does not guarantee the payment of benefits, the availability of coverages, or the amount of or eligibility for benefits. The Company's consideration and determination of a Pre-certification request, as well as any subsequent review or adjudication of all medical claims submitted in connection therewith, shall remain subject to all of the Terms of the Master Policy and this Certificate, including exclusions for Pre-existing Conditions and other designated exclusions, benefit limitations and sub-limitations, and the requirement that claims be Usual, Reasonable and Customary. Also, any consideration or determination of a Pre-certification request shall not be deemed or considered as the Company's approval, authorization or ratification of, recommendation for, or consent to any diagnosis or proposed course of Treatment. Neither the Company nor the Plan Administrator (nor anyone acting on their respective behalves) has any authority or obligation to select Physicians, Hospitals, or other healthcare providers for the Insured Person, or to make any diagnosis or medical Treatment decisions on behalf of the Insured Person, and all such decisions must be made solely and exclusively by the Insured Person and/or his/her family members or guardians, treating Physicians and other healthcare providers. If the Insured Person and his/her healthcare providers comply with the Pre-certification requirements of the Master Policy and this Certificate, and the Treatment or supplies are Pre-certified as Medically Necessary, the Company will reimburse the Insured Person for Eligible Medical Expenses incurred in relation thereto, subject to all Terms of this insurance, including the Deductible and Coinsurance. Eligibility for and payment of benefits are subject to all of the Terms of this insurance.

**(1) SPECIFIC REQUIREMENTS** – The following Treatments and/or supplies must always be Pre-certified for Medical Necessity by the Company through the Plan Administrator:

- (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).

**(2) GENERAL REQUIREMENTS** – To comply with the Pre-certification requirements of this insurance for the Treatments and/or supplies listed in Section E.(1), above, the Insured Person or his/her Physician or healthcare provider must:

(a) contact the Company through the Plan Administrator at the telephone numbers printed on the Insured Person's ID card, **as soon as possible before the Treatment or supply is to be obtained**, as follows:

Inside the United States: 1-800-628-4664  
Outside the United States: 1-317-655-4500 (Collect if necessary)  
E-mail: [acm@imglobal.com](mailto:acm@imglobal.com)  
Website: [www.akesocare.com](http://www.akesocare.com); and

- (b) comply with the instructions of the Company and submit any information or documents required by the Company; and
- (c) notify all Physicians, Hospitals and other healthcare providers that this insurance contains Pre-certification requirements and ask them to fully cooperate with the Company.

**(3) LOSS OF COVERAGE/BENEFITS FOR NON-COMPLIANCE WITH PRE-CERTIFICATION REQUIREMENTS** – If the Insured Person or his/her healthcare providers do not comply with the foregoing Pre-certification requirements, all Eligible Medical Expenses incurred with respect to said Treatments and/or supplies will first be reduced by fifty percent (50%), the applicable Deductible will be subtracted from the reduced amount, the Coinsurance will then be applied to the remainder of the reduced amount as applicable, and further benefits, if any, will be available only for the remaining balance of the reduced amount thereafter.

**(4) EMERGENCY PRE-CERTIFICATION** – In the event of an Emergency Hospital admission, Pre-certification must be completed within forty-eight (48) hours after the admission, or as soon as is reasonably possible.

**(5) CONCURRENT REVIEW** – For Inpatient Treatment of any kind, the Company will Pre-certify a limited number of days of confinement based upon the disclosed medical condition. Thereafter, Pre-certification must again be requested and approved if additional days of Inpatient Treatment are necessary.

**(6) APPEAL PROCESS** – If the Insured Person disagrees with a Pre-certification decision of the Company, the Insured Person may in writing ask the Company to reconsider the decision and may supply additional documentation to support the appeal. The Company may reconsider its decision based on review of the additional documentation and facts, if any. The Company will advise the Insured Person of its decision within a reasonable time frame following receipt of additional documentation and facts.

#### **F. UNITED STATES PREFERRED PROVIDER ORGANIZATION (PPO) REQUIREMENTS –**

**PPO Information:** The Company, through the Plan Administrator, endeavors to maintain a contractual arrangement with an independent Preferred Provider Organization (PPO) that has established and maintains a network of U.S.-based Physicians, Hospitals and other healthcare and health service providers who are contracted separately and directly with the PPO and who may provide re-pricings, discounts or reduced charges for Treatment or supplies provided to the Insured Person. Neither the Company nor the Plan Administrator has any authority or control over the operations or business of the PPO, or over the operations or business of any provider within the independent PPO network. Neither the PPO nor provider within the PPO network nor any of their respective agents, employees or representatives has or shall have any power or authority whatsoever to act for or on behalf of the Company or the Plan Administrator in any respect, including without limitation no power or authority to: **(i)** approve Applications or enrollments for initial, renewal or reinstated coverage under this insurance plan or to accept Premium payments, **(ii)** accept risks for or on behalf of the Company, **(iii)** act for, speak for, or bind the Company or the Plan Administrator in any way, **(iv)** waive, alter or amend any of the Terms of the Master Policy or this Certificate or waive, release, compromise or settle any of the Company's rights, remedies, or interests thereunder or hereunder, or **(v)** determine Pre-certification, eligibility for coverage, verification of benefits, or make any coverage, benefit or claim adjudications or decisions of any kind. It is not a requirement of this insurance that the Insured Person seek Treatment or supplies exclusively from a provider within the independent PPO network. However, the Insured Person's use or non-use of the PPO network may affect the scope and extent of benefits available under this insurance, including without limitation that applicable benefit reduction, as set forth above. An Insured Person may contact the Company through the Plan Administrator and request a PPO Directory for the area where the Insured Person will be receiving consultation or Treatment (therein listing the Physicians, Hospitals and other healthcare providers within the PPO network by location and specialty), or may visit the Plan Administrator's website at <http://www.imglobal.com> to obtain such information.

**G. ELIGIBLE MEDICAL EXPENSES** – Subject to the Terms of this insurance, including without limitation the Deductible, Coinsurance, and the various limits and sub-limits set forth in the Schedule of Benefits/Limits contained in Section C., herein, and the Exclusions set forth in Section Y., below, the Company will reimburse the Insured Person for the following costs, charges and expenses ("Charges") incurred by the Insured Person during the Period of Coverage or any applicable Benefit Period with respect to an Illness or Injury suffered or sustained by the Insured Person during the Period of Coverage and while this Certificate is in effect, so long as the Charges are Usual, Reasonable and Customary and are incurred for Treatment or supplies that are Medically Necessary ("Eligible Medical Expenses"):

- (1) Charges incurred at a Hospital for:**
  - (a) daily room and board and nursing services not to exceed the average semi-private room rate; and
  - (b) daily room and board and nursing services in an Intensive Care Unit; and
  - (c) use of operating, Treatment or recovery room; and
  - (d) services and supplies which are routinely provided by the Hospital to persons for use while Inpatient; and
  - (e) Emergency Treatment of an Injury, even if Hospital confinement is not required; and
  - (f) Emergency Treatment of an Illness; however an additional \$250 deductible will be required unless the Insured Person is

directly admitted to the Hospital as Inpatient for further Treatment of that Illness;

(2) Charges incurred for Surgery at an Outpatient Surgical facility, including services and supplies; and

(3) Charges by a Physician for professional services rendered, including Surgery; provided, however, that charges by or for an assistant surgeon will be limited and covered at the rate of twenty percent (20%) of the Usual, Reasonable and Customary charge of the primary surgeon; and provided, further, that standby availability of a Physician or surgeon will not be deemed to be a professional service and is not eligible for coverage; and

(4) Charges incurred for:

(a) dressings, sutures, casts or other supplies that are Medically Necessary; and

(b) diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, behavioral and educational testing are not included); and

(c) Implant devices that are Medically Necessary; however any Implants provided by a non-PPO provider are limited to payment of no more than 150% of the established invoice price and/or list price for that item; and

(d) subject to the Terms of Sections Y.(11)(b), (c) and (d), basic functional artificial limbs, eye or larynx or breast prostheses, but not the replacement or repair thereof; and

(e) hemodialysis and the Charges by a Hospital for processing and administration of blood or blood components, but not the cost of the actual blood or blood components; and

(f) oxygen and other gasses and their administration; and

(g) anesthetics and their administration by a Physician; and

(h) drugs which require prescription by a Physician for Treatment of Illness or Injury, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of ninety (90) days of any one prescription; and

(i) care in a licensed Extended Care Facility upon direct transfer from an acute care Hospital; and

(j) 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

(k) Emergency Local Ambulance Transport necessarily incurred in connection Injury; and

(l) Emergency Local Ambulance Transport necessarily incurred in connection with an Illness resulting in Hospitalization; and

(m) Accident-related Dental Treatment and Dental Surgery, as necessary to restore or replace sound natural teeth lost or damaged in an Accident leading to an Injury that is covered under this insurance; and

(n) physical therapy prescribed by a Physician and performed by a professional physical therapist, and necessarily incurred to continue recovery from a covered Injury or covered Illness; and

(o) Medically Necessary rental of Durable Medical Equipment, up to the purchase price.

(5) Subject to the Terms of Section Y., Exclusions, subsection 1(e) "War; Military Action" and Section Y.(2) "Terrorism", below, and subject also to the Deductible, Coinsurance and limits and sublimits set forth in Section C. of the Certificate "Schedule of Benefits/Limits," the Company will pay and/or reimburse the Insured Person for the Eligible Medical Expenses described in Sections G.(1-4(a-o)) of the Certificate arising out of Injury or Illness incurred by the Insured Person as a result of or in connection with an act of Terrorism while this insurance is in effect.

**H. EMERGENCY MEDICAL EVACUATION BENEFIT** – Subject to the applicable Maximum Limit set forth in the Schedule of Benefits/Limits set forth in Section C., above, and the other Terms of this insurance, including the Exclusions set forth in Section Y. and the Conditions and Restrictions set forth below, the Company will reimburse the Insured Person for the following transportation costs, when the Company or Plan Administrator arranges such transportation, and expenses incurred by the Insured Person arising out of or in connection with an Emergency Medical Evacuation occurring while this Certificate is in effect and during the Period of Coverage:

(1) Emergency air transportation to a suitable airport nearest to the Hospital where the Insured Person will receive Treatment; and

(2) Emergency ground transportation necessarily preceding Emergency air transportation and from the destination airport to the Hospital where the Insured Person will receive Treatment; and

(3) Return ground and air transportation, upon medical release by the attending Physician, to the country where the evacuation initially occurred or to the Insured Person's Home Country, at the Insured Person's option.

**Conditions and Restrictions** – To be eligible for coverage for Emergency Medical Evacuation benefits the Insured Person must be in compliance with all Terms of this insurance. The Company will provide Emergency Medical Evacuation benefits only when the condition, Illness, Injury or occurrence giving rise to the Emergency Medical Evacuation is covered under the Terms of this insurance, subject to the provisions of subparagraph (f)(ii), below. The Company will provide Emergency Medical Evacuation benefits only when all of the following conditions and restrictions are met:

- (a) Medically Necessary Treatment cannot be provided locally; and
- (b) transportation by any other means or methods would result in loss of the Insured Person's life or limb based upon a reasonable medical certainty; and
- (c) Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subparagraphs (a) and (b), above; and
- (d) Emergency Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person; and
- (e) Emergency Medical Evacuation is provided by designated, licensed, qualified, professional emergency personnel acting within the scope of such license and approved in advance and all arrangements are coordinated by the Company; and
- (f) the condition, Illness, Injury or occurrence giving rise to the need for the Emergency Medical Evacuation:
  - (i) occurred suddenly, Unexpectedly, and spontaneously, and without: (1) advance warning, (2) advance Treatment, diagnosis or recommendation for Treatment by a Physician, and (3) prior manifestation of symptoms or conditions which would have caused a reasonably prudent person to seek medical attention prior to the onset of the Emergency, and
  - (ii) was not a Pre-existing Condition; provided, however that if such condition, Illness or Injury *is* a Pre-existing Condition that is eligible for coverage under the Terms of Section T. below, Emergency Medical Evacuation benefits will be provided up to US\$25,000 so long as each and all of other Terms, Conditions and Restrictions set forth in this Section H. have been satisfied; and
- (g) The Company will cover reimbursement for the above-described costs and expenses and will arrange Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary Treatment to prevent the Insured Person's loss of life or limb. The Insured Person may select a different Hospital in his/her Home Country at his/her option, but in such event shall be solely responsible for all costs and expenses in excess of the amounts that would have been incurred to the nearest qualified Hospital. If a Hospital other than the nearest qualified Hospital is selected by the Insured Person, the attending physician, Insured Person, or a relative of the Insured Person shall certify to the Company the Insured Person's understanding and acknowledgement of such responsibility for excess costs and expenses in addition to the matters set forth in subsections (a) and (b) of the Conditions and Restrictions, above. In all cases the Company will make the necessary arrangements for the Emergency Medical Evacuation, and will use its best efforts to arrange with independent, third-party contractors any Emergency Medical Evacuation within the least amount of time reasonably possible. By acceptance of this Certificate and request for Emergency Medical Evacuation benefits hereunder, the Insured Person understands, acknowledges and agrees that the timeliness, duration, occurrences during, and outcome of an Emergency Medical Evacuation can be directly and indirectly affected by events and/or circumstances which are not within the supervision or control of the Company, including but not limited to: the availability, limitations, physical condition, reliability, maintenance and training schedules and procedures, and performance or non-performance of competent transportation equipment, supplies and/or staff of such third-party contractors; delays or restrictions on flights or other modes or means of transportation caused by mechanical problems, government officials, telecommunications problems, non-availability of routes, and/or other travel, geographical or weather conditions; and other acts of God and unforeseeable and/or uncontrollable occurrences. The Insured Person agrees to release and to hold the Company, the Plan Administrator and their agents and representatives harmless from, and agrees that the Company, the Plan Administrator and their agents and representatives shall not be held liable or responsible for, any delays, losses, damages, further injuries or illnesses, or any other claims that arise from or are caused in whole or in part by the acts or omissions of such independent third-party contractors or their agents, employees or representatives, or that arise from or are caused in whole or in part by any acts, omissions, events or circumstances that are not within the direct and immediate supervision and control of the Company, the Plan Administrator and/or their authorized agents and representatives, including without limitation the events and circumstances set forth above. The Insured Person further agrees that upon seeking an Emergency Medical Evacuation, he or she will cooperate fully as required by Section B.(13). Failure to so cooperate and/or failure to use or accept Emergency Medical Evacuation once it has been arranged by the Company or Plan Administrator will require the Insured Person to reimburse the Company for costs incurred for any Emergency Medical Evacuation that was arranged, but not used, by the Insured Person. Furthermore, the Insured Person may be required to arrange for payment of any subsequent Emergency Medical Evacuation and seek reimbursement thereafter for eligible costs associated with that subsequent Emergency Medical Evacuation.

**I. EMERGENCY REUNION** – Subject to the Terms of this insurance, including without limitation the Conditions and Restrictions set forth below, Emergency Reunion expenses up to US\$100,000 per Period of Coverage (and also not to exceed US\$100,000 lifetime maximum) will be reimbursed to an Insured Person as outlined in the Schedule of Benefits/Limits set forth in Section C., above, in cases where there has been an Emergency Medical Evacuation covered under the Terms of this insurance. Subject to the applicable Deductible and Coinsurance and other limits and sub-limits as specified in the Schedule of Benefits/Limits, and subject to the Conditions and Restrictions set forth below, the following costs and expenses incurred in respect of travel by a Relative or friend of the Insured Person will be reimbursable to the Insured Person upon the recommendation and prior approval of

the Company:

(1) the cost of a round-trip economy air ticket for one Relative or friend from the airport nearest to the location of the Relative or friend at the time of the Emergency to the airport serving the area where the Insured Person is Hospitalized as a result of the Emergency or is to be Hospitalized as a result of the Emergency Medical Evacuation (to be determined pursuant to the Terms of subsection (c) of the Conditions and Restrictions, below), and return from whichever of such locations is actually selected to the point of the original departure; and

(2) reasonable and necessary travel costs, meals (maximum of \$25 per day), transportation and accommodation expenses incurred in relation to the Emergency Reunion (but excluding entertainment).

**Conditions and Restrictions:**

(a) The allowable period of coverage for the Emergency Reunion shall not exceed fifteen (15) days, including travel days, and all costs and expenses incurred beyond such period of coverage shall be retained for the sole account and responsibility of the Insured Person, Relative, or friend; and

(b) the Emergency Reunion must be due to an Emergency Medical Evacuation covered under the Terms of this insurance; and

(c) the Insured Person must be so seriously ill that the attending Physician deems it necessary and recommends the presence of a Relative or friend at either the location where the Insured Person is being evacuated from or the destination of the evacuation, whichever is considered by the attending Physician and the Company to be the more reasonable; and

(d) all Emergency Reunion travel, transportation and accommodation arrangements and benefits must be coordinated and approved in advance by the Company in order to be eligible for coverage under this insurance; and

(e) The Insured Person, Relative and/or friend must submit to the Company upon completion of the Emergency Reunion travel legible and verifiable copies of all paid receipts for the travel and transportation costs and expenses so incurred for which reimbursement is sought.

**J. RETURN OF MORTAL REMAINS** – In the event of the death of the Insured Person during the Period of Coverage as a result of an Illness or Injury covered under this insurance while the Insured Person is outside of his/her Home Country, the Company will reimburse the authorized personal representative or the estate of the Insured Person up to US\$100,000 for the costs and expenses incurred to return the Insured Person's Mortal Remains to his/her Home Country and thereafter to the place of burial or other final disposition (but not including any costs of burial or other disposition); provided, however, that the Company must coordinate and approve all costs and expenses related to the return of the Insured Person's Mortal Remains in advance as a condition to the availability of this benefit; or preparation, local burial or cremation of the *Insured Person's* mortal remains at the place of death in accordance with the commonly accepted cultural and religious beliefs practiced by the *Insured Person* to a maximum of \$5,000. Cover is not provided for burial and cremation costs incurred for religious practitioners, flowers, music, food or beverages.

**K. POLITICAL EVACUATION AND REPATRIATION** – If the United States Department of State, Bureau of Consular Affairs or similar government organization of the Insured Person's Home Country orders the evacuation of all non-emergency government personnel from the Host Country, due to political unrest, that becomes effective on or after the Insured Person's date of arrival in the Host Country, the Company will pay up to US\$100,000 lifetime maximum for transportation to the nearest place of safety or for repatriation to the Insured Person's home country or country of residence provided that:

(1) the Insured Person contacts the Company within 10 days of the United States Department of State, Bureau of Consular affairs or similar government organization of the Insured Person's Home Country issuing the evacuation order; and

(2) the evacuation order pertains to persons from the same Home Country as the Insured Person; and

(3) Political Evacuation and Repatriation is approved and coordinated by the Company;

In no event will the Company pay for a Political Evacuation if there is a Travel Warning in effect on or within six (6) months prior to the Insured Person's date of arrival in the Host Country. This coverage will provide the most appropriate and economical means of travel consistent under the circumstances with the Insured Person's health and safety.

**L. REMOTE TRANSPORTATION BENEFIT** – Subject to the Maximum Limit set forth in the Schedule of Benefits/Limits set forth in Section C., above, and the other Terms of this insurance, including the Conditions and Restrictions set forth below, the Company will reimburse the Insured Person for the following expenses incurred by the Insured Person arising out of or in connection with a Remote Transportation expenses occurring while this Certificate is in effect:

(1) Direct costs and other Reasonable and Customary Expenses arising out of travel to the nearest Qualified Facility where the Insured Person will receive Treatment; and

(2) Accommodation charges with respect to the Insured Person's transportation to the Qualified Facility.

**Conditions and Restrictions** – To be eligible for coverage for Remote Transportation benefits the Insured Person must be in compliance with all Terms of this insurance. The Company will provide Remote Transportation benefits only when the condition, Illness, Injury or occurrence giving rise to the Remote Transportation is covered under the Terms of this insurance. The Company will provide Remote Transportation benefits only when all of the following conditions are met:

- (a) If, after the Insured Person receives the first Treatment required to stabilize or diagnose the medical situation in a Hospital or a clinic, the Insured Person’s condition is still considered to be:
  - (i) life-threatening by the treating Physician; or
  - (ii) a critical medical situation which is not necessarily immediately life-threatening, but is severe enough to result in death or a permanent disability if not treated right away; or
  - (iii) a critical medical situation for which no official diagnosis can be obtained at the current facility.
- (b) Remote Transportation is recommended by the attending Physician who certifies to the matters in subparagraphs 1(a) thru (c), above; and
- (c) Remote Transportation is agreed to by the Insured Person or a Relative of the Insured Person; and
- (d) Remote Transportation is approved in advance and all arrangements are coordinated by the Company; and
- (e) The severity of the critical medical situation, the absence of a Qualified Facility, and the necessity of the Remote Transportation must be confirmed by both the local treating Physician and the Company.

**M. NATURAL DISASTER BENEFIT** – Subject to the limits set forth in the Schedule of Benefits/Limits, in the event of a Natural Disaster, as herein defined, that occurred during the Period of Coverage, the Company will pay the Insured Person up to US\$250 per day for a maximum of 5 days if the Insured Person is displaced from planned, paid accommodations due to an evacuation from a forecasted Natural Disaster or following a Natural Disaster event. The evacuation must have been ordered by the responsible civil or military authorities governing the location of the predicted or actual Natural Disaster.

**N. INCIDENTAL TRIP COVERAGE** – As an accommodation and supplemental benefit, the Insured Person will be covered under this insurance during incidental return trips to his/her Home Country (“Incidental Trips”) up to a cumulative total of fourteen (14) days during the Period of Coverage, beginning with the date the Insured Person first arrives back in his/her Home Country, provided that:

- (1) The Insured Person has departed his/her Home Country prior to any Incidental Trip; and
- (2) The Insured Person has timely paid applicable Premium for at least thirty (30) days of continuous coverage; and
- (3) The intention or purpose of the Insured Person’s return trip to the Home Country is not to receive Treatment for an Illness or Injury incurred or sustained while traveling outside of his/her Home Country; and
- (4) The Insured Person’s return trip to the Home Country does not result in receiving Treatment for an Illness or Injury incurred or sustained while traveling outside of his/her Home Country.

**O. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

(1) **Accidental Death** – Subject to the Terms of this insurance, including all of the Exclusions contained in Section Y., in the event of the Unexpected death of an Insured Person during the Period of Coverage as a result of an Injury that was suffered due to an Accident that occurred during the Period of Coverage, the Company will pay an Accidental Death benefit in the amount of \$50,000. The Company will pay the benefit owed, upon proper application therefor, in the following order (1) to the beneficiary designated in writing by the Insured Person; (2) to the Insured Person’s closest surviving relative in the following order (a) spouse, (b) children, (c) issue of deceased children, (d) parent(s), (e) siblings, (f) issue of deceased siblings, (g) grandparents, (h) siblings of parents; (3) the Insured Person’s estate; (4) to a claimant entitled to payment under applicable small estate affidavit laws.

(2) **Dismemberment** – Subject to the Terms of this insurance, including all of the Exclusions contained in Section Y., in the event of an Unexpected dismemberment/loss suffered by an Insured Person, as detailed below, during the Period of Coverage as a result of an Injury or Illness that was suffered due to an Accident that occurred during the Period of Coverage, the Company will pay to the Insured Person the applicable loss/dismemberment benefit as specified below.

<u>Loss</u>	<u>Benefit</u>
Sight of one eye	\$25,000
One hand or one foot	\$25,000
One hand and the loss of sight of one eye	\$50,000
One foot and the loss of sight of one eye	\$50,000
One hand and one foot	\$50,000
Both hands or both feet	\$50,000

Sight of both eyes

\$50,000

The maximum benefit payable for all dismemberment or losses resulting from any one Accident or Injury shall not exceed \$50,000. The loss of a hand or foot means the complete severance at or above the wrist or ankle joint. The loss of sight means the entire and irrecoverable loss of sight.

**P. COMMON CARRIER ACCIDENTAL DEATH BENEFIT** – Subject to the Terms of this insurance, including the Pre-Existing Conditions exclusion as defined herein, in the event of the Unexpected death of an Insured Person during the Period of Coverage as a result of an Injury that was suffered due to an Accident that occurred during the Period of Coverage and while the Insured Person was traveling on a Common Carrier, the Company will pay to a Common Carrier Accidental Death benefit in the amount of \$100,000 per adult and \$25,000 per child; and provided that such Common Carrier Accidental Death benefits shall not exceed a maximum of \$250,000 per Family involved in the same Accident. The Company will pay the benefit owed, upon proper application therefor, in the following order (1) to the beneficiary designated in writing by the Insured Person; (2) to the Insured Person's closest surviving relative in the following order (a) spouse, (b) children, (c) issue of deceased children, (d) parent(s), (e) siblings, (f) issue of deceased siblings, (g) grandparents, (h) siblings of parents; (3) the Insured Person's estate; (4) to a claimant entitled to payment under applicable small estate affidavit laws.

**Q. SMALL PET COMMON AIR CARRIER ACCIDENTAL DEATH BENEFIT** – Subject to the Terms of this insurance, in the event of the unexpected death of a pet cat or dog, up to 30 pounds in weight, travelling with a covered Insured on a common air carrier, the Company will pay to the Insured Person a benefit of \$500. This benefit applies only to the Insured's originating flight from his Home Country and returning flight to his Home Country, and the pet must be checked in with the air carrier, whether travelling in the airplane cabin with the Insured or in the cargo / baggage area of the airplane.

**R. TRIP INTERRUPTION** – Subject to the limits set forth in the Schedule of Benefits/Limits, in the event of the Unexpected death of a Relative of the Insured Person, or in the event the Insured Person's trip or travel plans must be cancelled or interrupted as a result of a break-in or substantial destruction due to a fire or Natural Disaster of an Insured Person's principal residence in his/her Home Country, the Company will reimburse the Insured Person's actual expense up to US\$10,000 for the costs of a one-way air or ground transportation ticket of the same class as the unused travel ticket to return an Insured Person from the International airport nearest to where the Insured Person was located at the time of learning of such death or destruction to the International airport nearest to: (i) the location of the funeral or place of burial in the case of the Unexpected death of a Relative, or (ii) the Insured Person's principal residence in the case of substantial destruction thereof; subject to the following conditions and limitations:

- (1) The Insured Person must be outside of his/her Home Country at the time of the Unexpected death of the Relative or the substantial destruction of the principal residence; and
- (2) The Unexpected death of the Relative or the substantial destruction of the residence must have occurred during the Period of Coverage; and
- (3) The Company will deduct from the Trip Interruption benefits payable hereunder the value, if any, of the unused return ticket held by the Insured Person at the time of the death or destruction, which value the Insured Person must attempt to receive credit for or apply towards the costs of the return trip.

The Company will not provide any benefits, reimbursements or coverages for any of the costs or expenses incurred by the Insured Person for a re-return trip, if any, to the original location of the Insured Person at the time of learning of such death or destruction.

**S. LOST BAGGAGE / THEFT** – Subject to the Maximum Limit set forth in the Schedule of Benefits/Limits in Section C., above, the Company will reimburse the Insured Person for the cost of damage to, loss of, or theft of checked or stored Baggage or personal items and for the replacement cost of travel documents when such Baggage, personal items or travel documents are damaged or lost by a Common Carrier or while stored with the Insured Person's hotel in which he/she is a registered guest during the Period of Coverage, subject to the following conditions:

- (1) The Insured Person must submit to the Company a copy of the Common Carrier's or hotel's claim form and such other documentation as the Company may reasonably require to prove that the Insured Person's Baggage, personal items or travel documents were damaged, lost, or stolen; and
- (2) The Common Carrier or hotel must have first reimbursed the Insured Person the full amount that it is legally required to pay for damaged, lost, or stolen checked Baggage, personal items or travel documents and proof of such reimbursement shall be provided to the Company by the Insured Person. Lost Baggage/ Theft benefits under this insurance will be provided only if and to the extent the amount of the Insured Person's loss suffered exceeds any such reimbursement by the Common Carrier or hotel (and subject to the Maximum Limit set forth in the Schedule of Benefits/Limits).

**T. SUDDEN AND UNEXPECTED REOCCURRENCE OF PRE-EXISTING CONDITIONS** – Subject to the Terms of this insurance, including without limitation the Exclusions set forth in Section Y., the Conditions and Restrictions set forth below and the applicable Deductible and Coinsurance and other limits and sub-limits as specified in the Schedule of Benefits/Limits set forth in Section C., above, in the event the Insured Person suffers or experiences an Unexpected recurrence of a Pre-existing Condition during the Period of Coverage for which immediate Treatment is essential and necessary to stabilize the Pre-existing Condition, the Insured Person will be reimbursed up to the following:

For Insured Persons up to age 65 who have a Primary Health Plan: Up to Maximum Limit

For Insured Persons up to age 65 without a Primary Health Plan: Up to \$20,000 Lifetime Maximum

For Insured Persons age 65 and older: Up to \$2,500 Lifetime Maximum

for Eligible Medical Expenses incurred during the Period of Coverage with respect to the Unexpected recurrence of the Pre-existing Condition.

**Conditions and Restrictions** – To be eligible for the foregoing limited coverages and benefits for an Unexpected recurrence of a Pre-existing Condition, the Insured Person must be a U.S. citizen and must be in compliance with all Terms of this insurance. The Company will provide such coverages and benefits only when all of the following conditions and restrictions have been met. At the time of the Unexpected recurrence of the Pre-existing Condition:

- (1) The Insured Person must not be traveling against or in disregard of the recommendations, established Treatment programs, or medical advice of a Physician or other healthcare provider; and
- (2) The Insured Person must not be traveling with the intent or purpose to seek or obtain Treatment for the Pre-existing Condition; and
- (3) The Insured Person must not be traveling during a period of time when the Insured Person is preparing or waiting for, involved in, or undertaking a new, changed or modified Treatment program with respect to the Pre-existing Condition, and is not traveling subsequent to any such new, changed or modified Treatment program having been advised or recommended; and
- (4) The Pre-existing Condition must have been stabilized for at least thirty (30) days prior to the Effective Date without change in Treatment; and
- (5) The Insured Person must be traveling outside the United States.

In addition, in order to qualify for the higher coverage limit for Insured Persons with a Primary Health Plan the following must apply:

- (1) The Primary Health Plan must have been in effect prior to the Effective Date of Coverage and must remain in force during the entire Period of Coverage; and
- (2) The Pre-existing Condition must be covered under the Primary Health Plan.

If these two requirements cannot be substantiated at the time of claim, the benefits under this Section T. will be limited to \$20,000 Lifetime Maximum.

**U. RETURN OF MINOR CHILDREN** – Subject to the Terms of this insurance, in the event the Insured Person is hospitalized as an Inpatient or dies during the Period of Coverage due to an Injury or Illness suffered during the Period of Coverage and eligible for coverage under the Terms of the plan, and at the time of such hospitalization the Insured Person is traveling alone with a Dependent Child or Children, the Company will reimburse the Insured Person's actual expenses up to US\$100,000 for the costs of one-way economy airfare to return the Dependent Child or Children to their Home Country, including such costs for a chaperone if necessary for the safety of the Dependent Child or Children, subject to the following conditions and limitations:

- (1) The Insured Person must be outside the Home Country at the time of the hospitalization as an Inpatient; and
- (2) The return of the Dependent Child or Children must occur during the hospitalization; and
- (3) Reimbursable costs are only for one-way economy airfares from the International airport nearest to where the Dependent Child or Children were located at the time of the Insured Person's hospitalization, to the International airport nearest to the Dependent Child's or Children's principal residence in the Home Country; and
- (4) All travel and transportation arrangements for the Dependent Child or Children must be coordinated and approved in advance by the Company in order to be eligible for coverage under this insurance; and
- (5) The Company will deduct from the return transportation benefits payable hereunder the value, if any, of the unused return ticket(s) held by or for the benefit of the Dependent Child or Children at the time of the Insured Person's hospitalization, which value the Insured Person and/or the Dependent Child or Children must attempt to receive credit for or apply towards the costs of the return trip.

The Company will not provide any benefits, reimbursements or coverages for any costs or expenses incurred by the Insured Person and/or by the Dependent Child or Children for a re-return trip, if any, to the original location of the Dependent Child or Children at the time of the hospitalization.

**V. HOSPITAL INDEMNITY** – Subject to the Terms of this insurance, in the event the Insured Person is a U.S. citizen who has been hospitalized as an Inpatient during the Period of Coverage or an applicable Benefit Period, the Company will indemnify the Insured Person US\$250 for each night of a required overnight stay in the Hospital, so long as the stay and the Treatment received during the stay are eligible, in whole or in part, for coverage under the Terms of the plan up to a maximum of 10 nights per Period of Coverage.

**W. IDENTITY THEFT** – The reasonable, customary and necessary costs incurred by the insured for re-filing loan or other credit



applications that are rejected solely as a result of the stolen identity event; the reasonable, customary and necessary costs incurred by the insured for notarization of legal documents, long distance telephone calls, and postage that has resulted solely as a result of reporting, amending and/or rectifying records as a result of the stolen identity event; the reasonable, customary and necessary costs incurred by the insured for up to three credit reports obtained within one year of the insured person's knowledge of the stolen identity event; the reasonable, customary and necessary costs incurred by the insured for stop payment orders placed on missing or unauthorized checks as a result of the stolen identity event.

**X. FELONIOUS ASSAULT** – In the event that an Insured Person is a victim of a Felonious Assault, as defined herein, and as determined by the local law enforcement authorities, that occurred during the Period of Coverage, the Company will pay the Insured Person up to US\$10,000 lifetime maximum as a separate benefit from any medical benefit under the Patriot Platinum, provided that the Felonious Assault is not a moving violation as defined under the applicable government motor vehicle laws and is not an act of a Relative or immediate family member, another Insured, or an individual who resides with the Insured on a permanent basis.

**Y. EXCLUSIONS** – All charges, costs, expenses and/or claims (collectively “Charges”) incurred by the Insured Person and directly or indirectly relating to or arising or resulting from or in connection with any of the following acts, omissions, events, conditions, charges, consequences, claims, Treatment (including diagnoses, consultations, tests, examinations and evaluations related thereto), services and/or supplies are expressly excluded from coverage under this insurance, and the Company shall provide no benefits or reimbursements and shall have no liability or obligation for any coverage thereof or therefor:

**(1) War; Military Action** – Subject to the Terms of Section G.(5), above, and Section Y.(2), below, the Company shall not be liable for and will not provide coverage or benefits for any claim or Charges incurred with respect to any Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising or incurred in connection with or as a result of any of the following acts or events (collectively, “Occurrences”):

- (a) war, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not), or civil war;
- (b) mutiny, riot, strike, military or popular uprising, insurrection, rebellion, revolution, military or usurped power;
- (c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by violence of any type;
- (d) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege; or
- (e) any use of radiological, chemical, nuclear or biological weapons or any other radiological, chemical, nuclear or biological events of any type (including in connection with an act of Terrorism).

Any claim, Charges, Illness, Injury or other consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise), whether or not directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to, or arising in connection with, any of the said Occurrences shall be deemed and considered to be consequences for which the Company shall not be liable under the Master Policy or this Certificate, except to the extent that the Insured Person shall prove that such claim, Charges, Illness, Injury or other consequence happened independently of the existence of such abnormal conditions and/or Occurrences; and

**(2) Terrorism** – The Company shall not be liable for and will not provide any coverage or benefits for any claim, charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with the following:

- (a) the Insured Person's active and voluntary planning or coordination of or participation in any act of Terrorism; and/or
- (b) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issued a Travel Warning that was in effect on or within six (6) months prior to the Insured Person's date of arrival in said location, post, area, territory or country; and/or
- (c) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issues a Travel Warning that becomes effective or is in effect on or after the Insured Person's date of arrival in said location, post, area, territory or country, and the Insured Person unreasonably fails or refuses to heed such warning and thereafter remains in said location, post, area, territory or country.

**(3) Pre-existing Conditions** – Charges arising or resulting directly or indirectly from or relating to any Pre-existing Condition, as herein defined, subject to the Terms of Section .T, above; and

**(4) Maternity and Newborn Care** – Charges for pre-natal care, delivery, post-natal care, and care of Newborns, including complications of Pregnancy, miscarriage, complications of delivery and/or complications of Newborns; and

**(5) Charges for Treatment of Mental or Nervous Disorders; and**

**(6)** Charges for any Treatment or supplies that are:

- (a) not incurred, obtained or received by an Insured Person during the Period of Coverage; and/or
- (b) not presented to the Company for payment by way of a complete Proof of Claim within ninety (90) days of the date such Charges are incurred; and/or
- (c) not administered or ordered by a Physician; and/or
- (d) not Medically Necessary; and/or
- (e) provided at no cost to the Insured Person or for which the Insured Person is not otherwise liable; and/or
- (f) in excess of Usual, Reasonable, and Customary; and/or
- (g) incurred by an Insured Person who was HIV + on or before the Effective Date of this insurance relating to or arising or resulting directly or indirectly from HIV, AIDS virus, AIDS related Illness, ARC Syndrome, AIDS and/or any other Illness arising or resulting from any complications or consequences of any of the foregoing conditions; whether or not the Insured Person had knowledge of his/her HIV status prior to the Effective Date, and whether or not the Charges are incurred in relation to or as a result of said status; and/or
- (h) provided by or at the direction or recommendation of a chiropractor, unless ordered in advance by a Physician; and/or
- (i) performed or provided by a Relative of the Insured Person; and/or
- (j) not expressly included as Eligible Medical Expenses as defined in Section G. above; and/or
- (k) provided by a person who resides or has resided with the Insured Person or in the Insured Person's home; and/or
- (l) required or recommended as a result of complications or consequences arising from or related to any Treatment, Illness, Injury, or supply excluded from coverage or which is otherwise not covered under this insurance; and
- (m) for Congenital Disorders and conditions arising out of or resulting there from; and

**(7)** Charges incurred for telephone consultations except Telemedicine consultations through an established Telemedicine protocol system will be considered individually based on medical necessity and appropriateness as determined by the Company under the plan; and

**(8)** Charges incurred due to a failure to keep a scheduled appointment; and

**(9)** Charges incurred for Surgeries or Treatment or supplies which are:

- (a) Investigational, Experimental, or for research purposes, and/or
- (b) related to genetic medicine, genetic testing, surveillance testing and/or wellness screening procedures for genetically predisposed conditions indicated by genetic medicine or genetic testing, including, but not limited to amniocentesis, genetic screening, risk assessment, preventive and prophylactic surgeries recommended by genetic testing, and/or any procedures used to determine pre-disposition, provide genetic counseling, or administration of gene therapy; and

**(10)** Charges incurred while confined primarily to receive Custodial Care, Educational or Rehabilitative Care; and

**(11)** Charges incurred for any surgery, Treatment or supplies relating to, arising from or in connection with, for, or as a result of:

- (a) weight modification or any Inpatient, Outpatient, Surgical or other Treatment of obesity (including without limitation morbid obesity), including without limitation wiring of the teeth and all forms or procedures of bariatric Surgery by whatever name called, or reversal thereof, including without limitation intestinal bypass, gastric bypass, gastric banding, vertical banded gastroplasty, biliopancreatic diversion, duodenal switch, or stomach reduction or stapling; and/or
- (b) modification of the physical body in order to change or improve or attempt to change or improve the physical appearance or psychological, mental or emotional well-being of the Insured Person (such as but not limited to sex-change Surgery or Surgery relating to sexual performance or enhancement thereof); and/or
- (c) elective Surgery or Treatment of any kind; and/or
- (d) cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is Medically Necessary and is directly related to and follows a Surgery which was covered under this insurance; and/or
- (e) any Illness or Injury sustained while taking part in: Amateur Athletics, Professional Athletics, or other athletic activity that is sponsored or sanctioned by the National Collegiate Athletic Association (and/or any other collegiate sanctioning or governing

body), or the International Olympic Committee, and adventure sports and activities, including, without limitation the following (including any combination or derivative of the following): abseiling; mountaineering activities where specialized climbing equipment, ropes or guides are normally or reasonably should have been used; athletic or sporting activities (except for activities that are non-contact, non-professional, and engaged in by *You* solely for recreational, entertainment or fitness purposes); aviation (except when travelling solely as a passenger in a commercial aircraft); motocross (MOTO-X); BMX; BASE jumping; bobsledding; bungee jumping; canyoning; caving; hang gliding; heli-skiing; high diving; hot air ballooning; inline skating; jet skiing; jungle zip lining; kite boarding; kayaking; luge; mountain biking; parachuting; paragliding; parascending; rappelling; racing of any kind including without limitation by horse, motor or other vehicle (of any type), or motorcycle; rock climbing; any rodeo activity, ski jumping, sky diving; snow skiing except for recreational downhill and/or cross country snow skiing (provided that there is no coverage for any Illness or Injury sustained while skiing in violation of applicable laws, rules or regulations; away from prepared and marked in-bound territories; and/or against the advice of the local ski school or local authoritative body); snowboarding; snowmobiling; spelunking; surfing; trekking; whitewater rafting; windsurfing; wildlife safaris; and sub aqua pursuits involving underwater breathing apparatus below a depth of 10 meters. Practice or training in preparation for any excluded activity which results in Illness or Injury will be considered as activity while taking part in such activity and/or

(f) any Illness or Injury sustained while participating in any sporting, recreational or adventure activity where such activity is undertaken against the advice or direction of any local authority or any qualified instructor or contrary to the rules, recommendations and procedures of a recognized governing body for the sport or activity; and/or

(g) any Illness or Injury sustained while participating in any activity where such activity is undertaken in disregard of or against the recommendations, Treatment programs, or medical advice of a Physician or other healthcare provider; and/or

(h) any Injury or Illness sustained as a result of being under the influence of or due wholly or partly to the effects of alcohol, liquor, intoxicating substance, narcotics or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician but not for the Treatment of Substance Abuse; and/or

(i) any Injury or Illness sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician. For purposes of this exclusion, "vehicle" shall include motorized devices regardless of whether or not a driver or operator license is required (including watercraft and aircraft) and non-motorized bicycles and scooters for which no permit or license is required; and/or

(j) any willfully Self-inflicted Injury or Illness; and/or

(k) any sexually transmitted or venereal disease; and/or

(l) any testing for the following: HIV, seropositivity to the AIDS virus, AIDS related Illnesses, ARC Syndrome, AIDS; and/or

(m) any Illness or Injury resulting from or occurring during the commission of a violation of law by the Insured Person, including, without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations; and/or

(n) any Substance Abuse; and/or

(o) speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy; and/or

(p) orthoptics, visual therapy or visual eye training; and/or

(q) any Illness or Treatment of the feet, including without limitation: orthopedic shoes; orthopedic prescription devices to be attached to or placed in shoes; Treatment of weak, strained, flat, unstable or unbalanced feet; metatarsalgia, bone spurs, hammer toes or bunions; and any Treatment or supplies for corns, calluses or toenails; provided, however, that claims for Treatment or supplies for the feet may be eligible for coverage under this insurance at the sole option of the Company and subject to all other Terms of this insurance when related to:

- (i) an Injury to the foot arising from an Accident covered hereunder; or
- (ii) an Illness for which foot Surgery is Medically Necessary and determined to be the only appropriate method of Treatment; and/or

(r) hair loss, including without limitation wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a Physician; and/or

(s) any sleep disorder, including without limitation sleep apnea; and/or

(t) any exercise program, whether or not prescribed or recommended by a Physician; and/or

(u) any exposure to any non-medical nuclear or atomic radiation, and/or radioactive material(s); and/or

(v) any organ or tissue or other transplant or related services, Treatment or supplies; and/or

(w) any artificial or mechanical devices designed to replace human organs temporarily or permanently; and/or

(x) any efforts to keep a donor alive for a transplant procedure; and/or

(12) Charges incurred for any Treatment or supply that either promotes or prevents or attempts to promote or prevent conception or birth; including but not limited to: artificial insemination; oral contraceptives, Treatment for infertility or impotency; vasectomy or reversal of vasectomy; sterilization or reversal of sterilization; surrogacy or abortion; and

(13) Charges incurred for any Treatment or supply that either promotes, enhances or corrects or attempts to promote, enhance or correct impotency or sexual dysfunction; and

(14) Charges incurred for Dental Treatment, except for Accident-related Dental Treatment and Dental Surgery necessary to repair or replace sound natural teeth lost or damaged in an Accident leading to an Injury covered hereunder, or as necessary treatment of sudden, unexpected pain to sound natural teeth, and subject to the limits set forth in the Schedule of Benefits/Limits; and

(15) Charges incurred for eyeglasses, contact lenses, hearing aids, hearing implants and Charges for any Treatment, supply, examination or fitting related to these devices, or for eye refraction for any reason; and

(16) Charges incurred for eye Surgery, such as but not limited to radial keratotomy, when the primary purpose is to correct or attempt to correct nearsightedness, farsightedness, or astigmatism; and

(17) Charges incurred for Treatment of the temporomandibular joint; and

(18) Charges incurred for any immunizations and/or Routine Physical Exams; and

(19) Charges incurred in the Insured Person's Home Country except as expressly provided for in this insurance; and

(20) Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance; and

(21) Any taxes, involuntary or forced contributions, assessments, charges, fees or surcharges imposed by any governmental agency or authority:

(a) arising out of or as a result of any Treatment or supplies received by the Insured Person, or

(b) based upon the Company's election hereunder, if any, to pay benefits directly to providers as an accommodation to the Insured Person, or

(c) for any other reason; and

(22) Charges or expenses incurred for nonprescription drugs, medicines, vitamins, food extracts, or nutritional supplements; IV vitamin or herbal therapy; drugs or medicines not approved by the U.S. Food and Drug Administration or which are considered "off-label" drug use; and for drugs or medicines not prescribed by a Physician.

(23) Any infection of the urinary tract (including, without limitation, infection of the kidney, ureter, bladder, prostate or urethra) and any complication, medical condition or other Illness directly or indirectly arising therefrom, that occurs within ninety (90) days of the Effective Date of this Insurance and that requires Treatment of the Insured Person in a Hospital; provided that any such Illness, infection, complication or condition shall be deemed by the Company to be a Pre-existing Condition and eligible for coverage as otherwise provided herein.

**Z. DEFINITIONS** – Certain words and phrases used in this Certificate are defined below. Other words and phrases may be defined elsewhere in this Certificate, including where they are first used.

**Accident:** An Unexpected occurrence caused by external, visible means and resulting in physical Injury to the Insured Person.

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

**Amateur Athletics:** An amateur or other non-professional sporting, recreational, or athletic activity that is organized, sponsored and/or sanctioned, and/or involves regular or scheduled practices, games and/or competitions (collectively, "organized athletic activities"). This definition does not include non-organized athletic activities that are non-contact and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes.

**Application:** The fully answered and signed individual or Family Application/enrollment form submitted by or on behalf of the Insured Person for acceptance into this insurance plan, which Application shall be incorporated in and become part of this Certificate. Any insurance agent/broker or other person or entity assigned to, soliciting, or assisting with the Application is the agent and representative of the applicant/Insured Person and is not and shall not be deemed or considered as an agent or representative for or on behalf of the Company or the Plan Administrator.

**ARC:** AIDS related complex, as that term is defined by the United States Centers for Disease Control.

**Assured:** The Global Medical Services Group Insurance Trust, c/o MutualWealth Management Group, Carmel, IN.

**Benefit Period:** If a covered Injury or Illness requires continuing Treatment after the expiration of the Period of Coverage, a supplemental Benefit Period may provide continuing coverage for the covered Injury or Illness for up to twelve (12) continuous months, subject to the following: when the Period of Coverage expires while a covered Injury or Illness requires continuing Treatment, the Company will review and determine the date of initial Treatment for the covered Injury or Illness, and if such date is less than twelve (12) months prior to the expiration of the Period of Coverage, benefits for the covered Injury or Illness will continue until there has been at least twelve (12) months of continuous coverage for the covered Injury or Illness, subject to the limits and sub-limits set forth in the Schedule of Benefits/Limits, and subject to all other Terms of the plan.

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

**Coinsurance:** The payment by or obligations of the Insured Person for payment of Eligible Medical Expenses at the percentage specified in the Schedule of Benefits/Limits contained herein, and exclusive of the applicable Deductible.

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

**Company:** The "Company," as referred to in the Master Policy and this Certificate, is Sirius International Insurance Corporation (publ), headquartered in Stockholm, Sweden. This insurance and its risks are underwritten by the Company as the insurer and carrier, and the Company is solely obligated and liable for the coverages and benefits provided by this insurance.

**Congenital disorder:** Physical abnormality that is present at birth.

**Custodial Care:** Those types of Treatment, care or services, wherever furnished and by whatever name called, that are designed primarily to assist an individual in activities of daily life.

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

**Deductible:** The dollar amount of Eligible Medical Expenses, as selected on the Application and specified in the Declaration, that the Insured Person must pay per Period of Coverage prior to receiving benefits or coverages under this insurance, and exclusive of Coinsurance.

**Dental Treatment:** Treatment or supplies relating to the care, maintenance or repair of teeth, gums or bones supporting the teeth, including dentures and preparation for dentures.

**Dependent Child:** A natural or adopted child of the named Insured Person or the named Insured Person's spouse, who is unmarried, financially dependent upon the Insured Person and/or Spouse, and living with the named Insured Person and/or such Spouse, who is under the age of 18 years old but older than 14 days and otherwise eligible for this insurance pursuant to Section D., and who has been properly listed and identified on the Application and for whom the proper Premium has been timely paid.

**Disabled:** A person who has a congenital or acquired mental or physical defect that interferes with normal functioning of the body system or the ability to be self-sufficient.

**Durable Medical Equipment (DME):** Durable Medical Equipment shall mean exclusively the following items: a standard basic hospital bed; and/or a standard basic wheel chair.

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

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

**Eligible Medical Expenses:** As defined in Section G., above.

**Emergency:** A medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within twenty-four (24) hours, based upon a reasonable medical certainty.

**Emergency Medical Evacuation:** Emergency transportation from the Hospital or medical facility where the Insured Person is located to a non-local Hospital or medical facility, recommended by the attending Physician who certifies to a reasonable medical certainty that the Insured Person has experienced

- a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within twenty-four (24) hours; and
- where Medically Necessary Treatment cannot be provided locally, either in the facility of the attending Physician or another local facility.

**EST:** United States Eastern Standard Time.

**Experimental:** Any Treatment that includes completely new, untested drugs, procedures, or services, or the use of which is for a purpose other than the use for which they have previously been approved; new drug procedure or service combinations; and/or and/ or alternative therapies which are not generally accepted standards of current medical practice.

**Extended Care Facility:** An institution, or a distinct part of an institution, which is licensed as a Hospital, Extended Care Facility or rehabilitation facility by the state or country in which it operates; and is regularly engaged in providing 24-hour skilled nursing care under the regular supervision of a Physician and the direct supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed by a Physician; and provides each patient with active Treatment of an Illness or Injury. Extended Care Facility does not include a facility primarily for rest, the aged, Substance Abuse, Custodial Care, nursing care, or for care of Mental or Nervous Disorders or the mentally incompetent.

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

**Felonious Assault:** Any willful or unlawful use of force upon the Insured with the intent to cause bodily Injury to the Insured and that results in bodily harm to the Insured and that is a felony in the jurisdiction in which it occurs.

**HIV:** Human Immunodeficiency Virus, as that term is defined by the United States Centers of Disease Control.

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

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

**Home Country Coverage (End of Trip):** Coverage afforded to the Insured Person as a special accommodation and supplemental travel benefit, after returning to the Home Country from the Host Country, pursuant to the Terms of Section B.(18)(d)(i), (ii), and (iii) above, and subject to the limits and sub-limits set forth in the Schedule of Benefits/Limits and all other Terms of this insurance.

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

**Home Nursing Care:** Services and/or Treatment 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 Medically Necessary and in lieu of Medically Necessary Inpatient care, and not primarily for Custodial Care or rehabilitative purposes.

**Hospice:** An institution which operates as a hospice; and is licensed by the state or country in which it operates; and operates primarily for the reception, care and palliative control of pain for terminally ill persons who have, as certified by a Physician, a life expectancy of not more than six (6) months.

**Hospital:** An institution which operates as a hospital pursuant to law; and is licensed by the state or country in which it operates; and operates primarily for the reception, care, and Treatment of sick or injured persons as Inpatients; and provides 24-hour nursing service by Registered Nurses on duty or call; and has a staff of one or more Physicians available at all times; and provides organized facilities and equipment for diagnosis and Treatment of acute medical, surgical or mental/nervous conditions on its premises; and is not primarily a long-term care facility, Extended Care Facility, nursing, rest, Custodial Care, or convalescent home, a place for the aged, drug addicts or abusers, alcoholics or runaways; or similar establishment.

**Hospitalization; Hospitalized:** Confined and/or treated in a Hospital as an Inpatient.

**Host Country:** The country or countries other than the Home Country that the Insured Person is traveling to/in.

**Illness:** 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.

**Implant:** Any device, object, or medical item that is surgically imbedded, inserted, or installed for medical purposes within or on a patient's body, including for orthotic or prosthetic reasons.

**Injury:** Bodily injury resulting or arising directly from an Accident. All Injuries resulting or arising from the same Accident shall be deemed to be one Injury.

**Inpatient:** A person who has been admitted to and charged by a Hospital for bed occupancy for purposes of receiving inpatient hospital services. Generally, a patient is considered an inpatient if billed by the Hospital for Charges as an inpatient, and formally admitted as an inpatient with the expectation he will occupy a bed and (1) remain at least overnight or (2) is expected to need hospital care for 24 hours or more.

**Insured Person:** The person named as the Insured Person on the Declaration.

**Intensive Care Unit:** A cardiac care unit or other unit or area of a Hospital that meets the required standards of the Joint Commission on Accreditation of Healthcare Organizations for Special Care Units.

**Investigational:** Treatment that includes drugs not yet released for distribution by the US Food and Drug Administration and/or procedures or services which are still in the clinical stages of evaluation.

**Local Ambulance Transport; Local Ambulance Expense:** Transportation and accompanying Treatment provided by designated, licensed, qualified, professional emergency personnel from the location of an accident or acute illness to a Hospital or other appropriate health care facility. Local ambulance transport does not include subsequent inter-facility transfers of admitted patients.

**Master Policy:** The applicable Master Policy for Patriot Platinum International<sup>SM</sup> short-term medical insurance for U.S. citizens traveling abroad, as issued on an annual basis by the Company to the Assured, and under which insurance coverage and benefits are provided by the Company to the Insured Person, subject to the Terms thereof, and as outlined and evidenced by this Certificate and subject to the Terms hereof. The Company, as insurance carrier and underwriter of the Master Policy, is solely liable and responsible for the coverages and benefits provided thereunder.

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

**Medically Necessary; Medical Necessity:** A Treatment, service, medicine or supply which is necessary and appropriate for the diagnosis or Treatment of an Illness or Injury based on generally accepted standards of current medical practice as determined by the Company. By way of example but not limitation, a service, Treatment, medicine or supply will not be considered Medically Necessary or a Medical Necessity if it is provided or obtained only as a convenience to the Insured Person or his/her provider; and/or if it is not necessary or appropriate for the Insured Person's Treatment, diagnosis or symptoms; and/or if it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate, and appropriate diagnosis or Treatment.

**Mental or Nervous Disorders:** 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; learning disabilities and attitudinal or disciplinary problems; 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. For purposes of this insurance, Mental or Nervous Disorder does not include Substance Abuse.

**Mortal Remains:** The bodily remains or ashes of an Insured Person.

**Natural Disaster:** Widespread disruption of human lives by disasters such as flood, drought, tidal wave, fire, hurricane, earthquake, windstorm, or other storm, landslide, or other natural catastrophe or event resulting in migration of the population for its safety.

**Newborn:** An infant from the moment of birth through the first thirty-one (31) days of life.

**Other Coverage:** As defined in Section B.(10), above.

**Outpatient:** A person who receives Medically Necessary Treatment by a Physician or other healthcare provider and is not an Inpatient, regardless of the hour that the person arrived at the hospital, whether a bed was used, or whether the person remained in the hospital past midnight.

**Period of Coverage:** The period beginning on the Effective Date of Coverage of this Certificate and ending on the earliest of the following dates: (a) the termination date specified in the Declaration, or (b) the termination date as determined in accordance with Section B.(18), above. The Period of Coverage can be no more than twelve (12) consecutive months.

**Physician:** A duly educated, trained and licensed practitioner of the medical arts. A Physician must be currently and appropriately licensed by the state or country in which the services are provided, and the services must be within the scope of that license, training, experience, competence, and health professions standards of practice.

**Plan Administrator:** The Plan Administrator for this insurance is International Medical Group®, Inc., 2960 N. Meridian Street, Indianapolis, Indiana, 46208 Telephone Number 317/655-4500, or 1-800-628-4664, Fax Number 317/655-4505, Website: <http://www.imglobal.com>, Email: info@imglobal.com. As the Plan Administrator, International Medical Group, Inc., acts solely as the disclosed and authorized agent and representative for and on behalf of the Company, and does not have, and shall not be deemed, considered or alleged to have any, direct, indirect, joint, several, separate, individual, or independent liability, responsibility or obligation of any kind under the Master Policy, the Declaration, or this Certificate to the Insured Person or to any other person or entity, including without limitation to any Physician, Hospital, Extended Care Facility, Home Health Care Agency, or any other health care or medical service provider or supplier.

**Pre-certification; Pre-certify:** A general determination of Medical Necessity, only, made by the Company in reliance and based upon the completeness and accuracy of the information provided by the Insured Person and/or the Insured Person's healthcare or medical service providers, guardians, Relatives and/or proxies at the time thereof. Pre-certification is not an assurance, authorization, pre-authorization or verification of coverage, a verification of benefits, or a guarantee of payment. See Section E., above, for further details.

**Pre-existing Condition:** Any Injury, Illness, sickness, disease, or other physical, medical, Mental or Nervous Disorder, condition or ailment that, with reasonable medical certainty, existed at the time of Application or at any time during the three years prior to the Effective Date of this insurance, whether or not previously manifested, symptomatic or known, diagnosed, Treated, or disclosed to the Company prior to the Effective Date, and including any and all subsequent, chronic or recurring complications or consequences related thereto or resulting or arising therefrom. See also Exclusions, Section Y.(23).

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

**Pregnancy; Pregnant:** The process of growth and development within a woman's reproductive organs of a new individual from the time of conception through the phases where the embryo grows and fetus develops to birth.

**Primary Health Plan:** An individual, group or governmental health plan, which is in effect prior to the Effective Date and continuing during the Period of Coverage, designed to be the first payor of claims for an Insured Person. Such plans must have coverage limits no less than \$50,000 per incident or per plan year. Medicaid and VA health plans do not qualify as they are not first payor plans. In order for Medicare to be considered a Primary Health Plan the Insured Person must carry Parts A, B and C.

**Professional Athletics:** A sport activity, including practice, preparation, and actual sporting events, for any individual or organized team that is a member of a recognized professional sports organization, is directly supported or sponsored by a professional team or professional sports organization, is a member of a playing league that is directly supported or sponsored by a professional team or professional sports organization; or has any athlete receiving for his or her participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

**Qualified Facility:** A medical facility that can perform the needed procedure or Treatment.

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

**Relative:** A parent, legal guardian, spouse, son, daughter, or immediate family member of the Insured Person.

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

**Routine Physical Exam:** Examination of the physical body by a Physician for preventative or informative purposes only, and not for the Treatment of any previously manifested, symptomatic, diagnosed or known Illness or Injury.



**Schedule of Benefits/Limits:** The summarized schedule of benefits, coverages, limits and sub-limits as set forth for ease of reference in Section C. of this Certificate, all of which are subject to the full Terms of this insurance.

**Self-inflicted:** Action or inaction by the Insured Person that the Insured Person consciously understands will or may cause or contribute, directly or indirectly, to his or her personal Injury or Illness. Self-inflicted specifically includes failure of an Insured Person to follow his or her doctor's orders, complete prescriptions as directed, or follow any health care protocol or procedures designed to return or maintain his or her health.

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

**Surgery or Surgical Procedure:** An invasive diagnostic or surgical 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.

**Telemedicine:** The use of medical information (beyond a verbal history) exchanged from one healthcare provider site to another via electronic communication to improve patients' health status. Videoconferencing, transmission of still images, and remote monitoring of vital signs are all considered part of Telemedicine. Telemedicine services that would be considered for Medical Necessity and appropriateness by the Company under the plan would include without limit:

- Specialist referral services which typically involves a specialist assisting a general practitioner in rendering a diagnosis to guide Treatment.
- Patient consultations using telecommunications to provide medical data, which may include audio, still or live images, between a patient and a Physician or other healthcare provider for use in rendering a diagnosis and Treatment plan. This might originate from a remote clinic to a Physician's office using a direct transmission link or may include communicating electronically.
- Remote patient monitoring uses devices to remotely collect and send data from a medical facility to a monitoring station for interpretation. Such applications might include a specific vital sign, such as blood glucose or heart ECG.

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

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

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

**Treated; Treatment:** Any and all undertakings, services and/or procedures rendered or employed with respect to the management and/or care of an Insured Person for the purpose of identifying, testing for, analyzing, diagnosing, treating, curing, resolving, preventing, monitoring, attending to, caring for, controlling and/or combating any Illness or Injury or the symptoms or manifestations thereof, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic or laboratory testing or evaluation of any kind, pharmacotherapy or other medication, and/or Surgery.

**Unexpected:** Sudden, unintentional, not expected, and unforeseen.

**Usual, Reasonable and Customary:** A typical and reasonable amount of reimbursement for similar services, medicines, or supplies within the area in which the charge is incurred. In determining the typical and reasonable amount of reimbursement, the Company may, in its reasonable discretion, consider one or more of the following factors, without limitation: the amount charged by the provider; the amount charged by similar providers or providers in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services; the length of time required to perform the procedure or service as compared to national standards and/or benchmarks; the severity or nature of the Illness or Injury being treated; and such other factors as the Company, in the reasonable exercise of its discretion, determines are appropriate.



## ACCIDENTAL DEATH AND DISMEMBERMENT RIDER

Attaching to and forming part of the Certificate of Insurance shown in the Declaration and the Master Policy, in consideration of additional Premium, and subject to all other Terms of this insurance. All Insured Persons who have elected the Accidental Death and Dismemberment Rider will be entitled to the benefits listed below.

**The following benefit is added to the BENEFIT SUMMARY:**

Other Services		
NOT Subject to Deductible and Coinsurance unless otherwise noted Eligible Medical Expenses are limited to Usual, Reasonable and Customary Limits per Period of Coverage unless stated as Maximum Limit		
Benefit	Limits	
Accidental Death & Dismemberment <ul style="list-style-type: none"> <li>Principal Sum: See Declaration page</li> <li>Death must occur within ninety (90) days of the Accident</li> </ul>	Accidental Death: 100% of Principal Sum	
	Dismemberment:	
	<u>Accidental Loss</u>	<u>Percent of Principal Sum</u>
	Sight of one eye	50%
	One hand or one foot	50%
	One hand and the loss of sight of one eye	100%
	One foot and the loss of sight of one eye	100%
	One hand and one foot	100%
Both hands or both feet	100%	
Sight of both eyes	100%	

**The following provision is added to the Certificate of Insurance:**

**ELIGIBILITY:** If the Insured Person meets the eligibility requirements set forth in the Certificate of Insurance, he/she is eligible for the coverage included in this Rider.

**The ACCIDENTAL DEATH AND DISMEMBERMENT provision is deleted in its entirety and replaced with the following:**

### **ACCIDENTAL DEATH AND DISMEMBERMENT:**

(1) **ACCIDENTAL DEATH:** Subject to the Terms of this insurance, in the event the Insured Person has an Accident during the Period of Coverage which results in death during the Period of Coverage, the Company will pay an Accidental Death benefit in the amount of the Principal Sum as shown on the Declaration Page.

The Insured Person's death must occur within ninety (90) days of the Accident and result, directly and independently of all other causes, from an accidental bodily Injury which is unintended, Unexpected, and unforeseen. The bodily Injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily Injury must be the sole cause of death. The Company will pay the benefit owed upon proper application therefor, in the following order:

- (a) to the beneficiary designated in writing by the Insured Person; or
- (b) to the Insured Person's closest surviving Relative; or
- (c) the Insured Person's estate; or
- (d) to a claimant entitled to payment under applicable small estate affidavit laws.

(2) **DISMEMBERMENT:** Subject to the Terms of this insurance, and if the Insured Person has an Accident during the Period of Coverage which results in a loss identified in the BENEFIT SUMMARY within ninety (90) days from

the date of the Accident and during the Period of Coverage, the Company will reimburse the Insured Person the applicable loss/dismemberment shown in the BENEFIT SUMMARY.

The maximum benefit payable for all dismemberment or losses resulting from any one (1) Accident or Injury shall not exceed the Principal Sum shown on the Declaration Page for Accidental Death.

The loss of a hand or foot means the complete severance at or above the wrist or ankle joint. The loss of sight means the entire and irrecoverable loss of sight. The Insured Person's dismemberment must result, directly and independently of all other causes, from an accidental bodily Injury which is unintended, Unexpected, and unforeseen. The bodily Injury must be evidenced by a visible contusion or wound. The bodily Injury must be the sole cause of dismemberment.



### ADVENTURE SPORTS RIDER

Attaching to and forming part of the Certificate of Insurance shown in the Declaration and Master Policy, in consideration of additional Premium, and subject to all other Terms of this insurance. All Insured Persons who have elected the Adventure Sports Rider, will be entitled to the amended benefits listed below.

The following benefit is added to the BENEFIT SUMMARY:

Other Services	
Subject to Deductible and Coinsurance unless otherwise noted Eligible Medical Expenses are limited to Usual, Reasonable and Customary Limits per Period of Coverage unless stated as Maximum Limit	
Benefit	Limits
Adventure Sports	<ul style="list-style-type: none"> <li>Through age 49: \$50,000 Maximum Limit</li> <li>Ages 50 through age 59: \$30,000 Maximum Limit</li> <li>Ages 60 through age 64: \$15,000 Maximum Limit</li> </ul>

The following provisions are added to the Certificate of Insurance:

**ELIGIBILITY:** If the Insured Person meets the eligibility requirements set forth in the Certificate of Insurance, he/she is eligible for the coverage included in this Rider.

**ADVENTURE SPORTS:**

- (1) Subject to the Terms of the insurance plan and the Conditions and Restrictions set forth below, the Company will reimburse the Insured Person up to the amount shown in the BENEFIT SUMMARY for Eligible Medical Expenses incurred by the Insured Person with respect to an Illness or Injury suffered or sustained by the Insured Person while this insurance is in effect and for which coverage and/or benefits is (are) otherwise available hereunder, and while engaged in Adventure Sports, as defined herein; and provided the same are carried out in strict accordance with the guidelines, codes of good practice, and recommendations for safe practices as prescribed by a Governing Body or Authority.
- (2) **CONDITIONS AND RESTRICTIONS:** In addition to the Terms of the insurance plan, this insurance does not cover any Charges, costs, expenses and/or claims incurred by the Insured Person relating to, arising from, as a consequence of, or in connection with, directly or indirectly, any of the following acts, omissions, events, occurrences or conditions:
  - (a) willfully self-inflicted Injury or Illness, the effects of alcohol or drugs (other than as prescribed by a licensed Physician in full awareness of the Insured Person’s activities) and any self-exposure to needless peril (unless in an attempt to save human life)
  - (b) any condition for which the Insured Person was undergoing, recovering from or awaiting Treatment immediately prior to the Adventure Sports activities.

It is a condition precedent to the Company’s liability under this insurance that any prospective participant applying for coverage under this insurance is medically and physically fit to participate in an Adventure Sport. If in any doubt, the Insured Person should refrain from participating in any Adventure Sport until medical advice and approval has been obtained from a qualified Physician. No coverage will be provided for Insured Persons who are not physically and medically fit or who do not hold the necessary qualifications to engage in these activities.

The following exclusion is deleted in its entirety from the EXCLUSIONS provision:

- (22) any Illness or Injury sustained while taking part in activities designated as Adventure Sports, which are limited to the following: abseiling; BMX; bobsledding; bungee jumping; canyoning; caving; hot air ballooning; jungle zip lining; parachuting; paragliding; parascending; rappelling; skydiving; spelunking; whitewater kayaking or whitewater rafting in water less than Class V difficulty; wildlife safaris; and windsurfing



## EVACUATION PLUS RIDER

Attaching to and forming part of the Certificate of Insurance shown in the Declaration and the Master Policy, in consideration of additional Premium, and subject to all other Terms of this insurance. All Insured Persons who have elected the Evacuation Plus Rider will be entitled to the amended benefits listed below.

The following benefits are added to the **BENEFIT SUMMARY**:

Other Services	
NOT Subject to Deductible and Coinsurance unless otherwise noted Eligible Medical Expenses are limited to Usual, Reasonable and Customary Limits per Period of Coverage unless stated as Maximum Limit	
Benefit	Limits
Medical Evacuation <ul style="list-style-type: none"> <li>Must be approved in advance and coordinated by the Company</li> </ul>	Maximum Limit: \$25,000
Natural Disaster Evacuation <ul style="list-style-type: none"> <li>Must be approved in advance and coordinated by the Company</li> </ul>	Maximum Limit: \$5,000

The following provisions are added to the **Certificate of Insurance**:

**ELIGIBILITY:** If the Insured Person meets the eligibility requirements set forth in the Certificate of Insurance, he/she is eligible for the coverage included in this Rider.

### **MEDICAL EVACUATION:**

- (1) Subject to the applicable Maximum Limit set forth in the BENEFIT SUMMARY, and the other Terms of this insurance, including the EXCLUSIONS provision and the CONDITIONS AND RESTRICTIONS subparagraph below, the Company will reimburse the Insured Person for the following transportation costs, when the Company or Plan Administrator arranges such transportation, and expenses incurred by the Insured Person arising out of or in connection with a Medical Evacuation occurring while this Certificate is in effect and during the Period of Coverage:
  - (a) air transportation to a suitable airport nearest to the Hospital where the Insured Person will receive Treatment
  - (b) ground transportation necessarily preceding air transportation and from the destination airport to the Hospital where the Insured Person will receive Treatment.
- (2) **CONDITIONS AND RESTRICTIONS:** To be eligible for coverage for Medical Evacuation benefits, the Insured Person must be in compliance with all Terms of this insurance. The Company will provide Medical Evacuation benefits only when the condition, Illness, Injury or occurrence giving rise to the Medical Evacuation is covered under the Terms of this insurance. The Company will provide Medical Evacuation benefits only when all of the following conditions and restrictions are met:
  - (a) the Insured Person is under the age of sixty-five (65)
  - (b) the Insured Person is Hospitalized outside of their Country of Residence and more than one hundred fifty (150) miles from home for a sudden and Unexpected medical condition, where Hospitalization is Medically Necessary
  - (c) Medical Evacuation is approved by the attending Physician who certifies the need for continued Hospitalization, and that the condition is not life-threatening
  - (d) Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person
  - (e) Medical Evacuation is approved in advance and all arrangements are coordinated by the Company
  - (f) the condition, Illness, Injury or occurrence giving rise to the need for the Medical Evacuation:

- (i) occurred outside the Insured Person's Country of Residence suddenly, Unexpectedly, and spontaneously, and without: (1) advance warning, or (2) advance Treatment, diagnosis or recommendation for Treatment by a Physician, or (3) prior manifestation of symptoms or conditions which would have caused a reasonably prudent person to seek medical attention
  - (ii) was not a Pre-existing Condition.
- (g) The Company will cover reimbursement for the above-described costs and expenses and will arrange Medical Evacuation to the qualified Hospital chosen by the Insured Person.

In all cases the Company will make the necessary arrangements for the Medical Evacuation and will use its best efforts to arrange with independent, third-party contractors any Medical Evacuation within the least amount of time reasonably possible.

By acceptance of this Certificate and request for Medical Evacuation benefits hereunder, the Insured Person understands, acknowledges and agrees that the timeliness, duration, occurrences during, and outcome of a Medical Evacuation can be directly and indirectly affected by events and/or circumstances which are not within the supervision or control of the Company, including but not limited to: the availability, limitations, physical condition, reliability, maintenance and training schedules and procedures, and performance or non-performance of competent transportation equipment, supplies and/or staff of such third-party contractors; delays or restrictions on flights or other modes or means of transportation caused by mechanical problems, government officials, telecommunications problems, non-availability of routes, and/or other travel, geographical or weather conditions; and other acts of God and unforeseeable and/or uncontrollable occurrences.

The Insured Person agrees to release and to hold the Company, the Plan Administrator and their agents and representatives harmless from, and agrees that the Company, the Plan Administrator and their agents and representatives shall not be held liable or responsible for, any delays, losses, damages, further Injuries or Illnesses, or any other claims that arise from or are caused in whole or in part by the acts or omissions of such independent third-party contractors or their agents, employees or representatives, or that arise from or are caused in whole or in part by any acts, omissions, events or circumstances that are not within the direct and immediate supervision and control of the Company, the Plan Administrator and/or their authorized agents and representatives, including without limitation the events and circumstances set forth above.

The Insured Person further agrees that upon seeking a Medical Evacuation, he or she will cooperate fully as required by the CONDITIONS AND GENERAL PROVISIONS, COOPERATION provision. Failure to so cooperate and/or failure to use or accept Medical Evacuation once it has been arranged by the Company will require the Insured Person to reimburse the Company for costs incurred for any Medical Evacuation that was arranged, but not used, by the Insured Person. Furthermore, the Insured Person may be required to arrange for payment of any subsequent Medical Evacuation and seek reimbursement thereafter for eligible costs associated with that subsequent Medical Evacuation.

**NATURAL DISASTER EVACUATION:** Subject to the applicable Maximum Limit set forth in the BENEFIT SUMMARY, in the event of a Natural Disaster, as herein defined, that occurred during the Period of Coverage, the Company will reimburse the Insured Person for necessary transportation if the Insured Person is displaced from planned, paid accommodations due to an evacuation from a forecasted Natural Disaster or following a Natural Disaster event. The evacuation must have been ordered by the responsible civil or military authorities governing the location of the predicted or actual Natural Disaster. The Company will provide coverage for the evacuation only be available when all of the following requirements are met:

- (a) the Insured Person is under the age of sixty-five (65)
- (b) the evacuation is approved in advance and all arrangements are coordinated by the Company
- (c) transportation is to the nearest place of safety or for repatriation to the Insured Person's Country of Residence.



PERSONAL LIABILITY RIDER

Attaching to and becoming part of Patriot Platinum America<sup>sm</sup> or Patriot Platinum International<sup>sm</sup>, as applicable

In consideration of additional Premium, and subject to all other Terms of the Certificate of Insurance and the Master Policy, the above-referenced Certificate is hereby amended as follows:

I. The Section of the Certificate entitled C. SCHEDULE OF BENEFITS/LIMITS will be amended to add the additional following benefits:

Table with 2 columns: Benefit/Other, Limit/Sub-limit. Rows include Personal Liability, Injury to Third Person, and Damage to Third Person's Property.

II. The following new Section entitled PERSONAL LIABILITY will be added in its entirety to the Certificate of Insurance and denominated as Section O(A) :

O (A). PERSONAL LIABILITY - Subject to the Terms of this insurance, including without limitation the deductible and sub-limits set forth, above, as added under the Schedule of Benefits/Limits in the Certificate, and the conditions precedent and exclusions set forth below, the Company will reimburse the Insured Person for eligible court-entered judgments or Company approved settlements arising as a result of or in connection with the personal liability of the Insured Person incurred for acts, omissions and other occurrences covered under this insurance for losses or damages solely, directly and proximately caused by the negligent acts or omissions or the Insured Person during the Period of Coverage that result in the following:

- (i) Injury to a Third Person occurring during the Period of Coverage, subject to the limits and sub-limits set forth above; and/or
(ii) Damage or loss to a Third Person's personal property during the Period of Coverage, subject to the limits and sub-limits set forth above.

With respect to covered and eligible personal liability claims, the Company will pay or reimburse the Insured Person for associated reasonable legal fees and out-of-pocket costs incurred by the Insured Person with respect to the determination and/or settlement of such legal liability, subject to and limited by the legal assistance benefit limits and sub-limits set forth above, and subject to all exclusions, conditions and other limitations thereof as set forth herein.

(1) As a condition precedent to the provision of any coverage or benefit to any Insured Person for personal liability, the Insured Person must notify the Company within five (5) days of any act, omission or occurrence that may create or impose any personal liability upon the Insured Person, and also within five (5) 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 the Insured Person with respect to same. In addition, such notifications(s) to the Company 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 an Third Person. In addition, immediately upon receipt thereof the Insured Person shall provide to the Company 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 the Insured Person or his/her counsel. Any failure to so notify or provide papers or documents to the Company 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 the insurance under this Section.

(2) The Company shall have the absolute right and authority without further consent or approval of the Insured Person 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 the Insured Person is involved and for which the Company 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.

(3) With respect to any personal liability of the Insured Person for which he/she is or may be jointly or jointly and severally liable with other Third Persons, the Company shall be fully subrogated to all rights of contribution, indemnity, recoupment and recovery of proportional shares from other joint tort-feasors whose negligence contributed in whole or in part to the subject injury or loss and who are or may also be liable to the Insured Person or the injured/damaged person.

(4) As a condition precedent to any liability or obligation of the Company 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 the Insured Person to any Third Person without the prior express written approval and consent of the Company, 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.

(5) The Company 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, advancement 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 claims, 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, the Company 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.

(6) No Third Person is intended to have, shall be deemed or construed to have, or shall have any rights or interests as a "third-party beneficiary" under this Certificate, the Declaration, 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 against the Company or the Plan Administrator 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, local or forum state of any Insured Person, Third Person or the situs of any alleged personal injury, property damage or other loss, no transfer or assignment of the Insured Person's rights, benefits or interests under this insurance as a beneficiary thereof, shall be valid, binding on, or enforceable against the Company (or the Plan Administrator) unless first expressly agreed and consented to in writing by the Company, which agreement and/or consent may be refused and/or withheld for any or no reason at the sole discretion of the Company. Any such purported transfer or assignment not in strict compliance with the foregoing Terms shall be void ab initio and without effect as against the Company (and the Plan Administrator) and any assertion or claim of same shall be subject to summary dismissal, and the Company (and the Plan Administrator) shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto.

(7) Subject to the Terms of this insurance, including without limitation the various limits and sub-limits set forth above and the exclusions and conditions precedent set forth above and below, the Company will consider paying or advancing, but without any obligation or contractual duty to do so, up to \$500 to or for the benefit of the Insured Person to settle and compromise an asserted claims against the Insured Person arising from personal injury or property damage so long as: (i) the asserted claims 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) the Insured Person obtains a full written release and/or covenant-not-to-sue upon such terms and conditions as are satisfactory to the Company in its sole discretion, (iv) a full proof of claim, medical bills, accident form, and such other documentation and/or proof of loss is provided to the Company in form and substance satisfactory to the Company, and (v) the Insured Person first pays a \$100 deductible for such injury or loss.

Exclusions, Limitations and Restrictions Applicable to Personal Liability Benefits – The Insured Person shall have no benefits or coverages for, and the Company shall have no liability or obligation of any kind to pay or reimburse the Insured Person or any Third Person for, any charges, fees (including attorneys' fees), costs, expenses, damages, losses, judgments, claims or other liability incurred or sustained by or assessed against an Insured Person or any 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 the Company will provide no benefit or coverages for and shall have no liability or obligation for same, and the Company will not pay or reimburse the Insured Person or any 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 the Insured Person 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 the Insured Person, or any acts or omissions committed by the Insured Person in connection with the violation or breach of any laws, statutes, ordinances, legal orders, rules or regulations to which the Insured Person is subject or by which the Insured Person is bound;
3. Any loss, damage or claims 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 which the Insured Person is 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 obligation of the Insured Person, 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 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 the Insured Person 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 non-party 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 the Insured Person, or in the care, custody or control of the Insured Person;
17. Internationally committed acts caused or brought about by the Insured Person;
18. Arising or occurring while the Insured Person is to any extent under the influence of alcohol or drugs, or due to the Insured Person's use of drugs, prescription medicines, narcotics or tranquilizers not medically prescribed by a licensed physician;

19. Caused by suicide or attempted suicide of the Insured Person;
20. Participation of the Insured Person in gambling, gaming, or betting of any kind;
21. Participation of the Insured Person 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. Hazardous or "extreme" 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 the Insured Person is a passenger in an aircraft of any kind other than a commercial aircraft;
25. War, military action or terrorism as defined in the Certificate;
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. Mental or nervous disorders of the Insured Person;
28. 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 coverage under this Certificate, the Master Policy, whichever is earlier;
29. Any lawsuit, claim for benefits, enforcement action, complaint, or other civil or administrative proceeding of any kind brought by or on behalf of the Insured Person or any Third Person against the Company and the Plan Administrator, 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;
30. 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.