

# VISITORS CARE®

## Lite

### Certificate of Insurance



*The Master Policy is not a comprehensive or full-coverage accident and health insurance policy, nor is it a major medical plan. Rather, it provides limited scheduled benefits to Insured Persons, as outlined herein, while they are traveling or temporarily residing outside their Country of Residence.*

**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 requires United States citizens, United States nationals and resident-alien to obtain PPACA compliant insurance coverage unless they are exempt from PPACA. Penalties may be imposed on persons who are required to maintain PPACA compliant coverage but do not do so.*

*Eligibility to purchase 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 the Insured Person's responsibility to determine if PPACA is applicable to them and the Company and IMG shall have no liability whatsoever, including for any penalties that the Insured Person may incur, for their failure to obtain required PPACA compliant coverage.*

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# BENEFIT SUMMARY

Coverage Limit / Maximum Amount for Eligible Medical Expenses	
Period of Coverage	Twelve (12) continuous months of maximum coverage
Certificate Period	Refer to the Declaration page for the Effective and termination dates of coverage
Period of Coverage per Injury or Illness Maximum Limit	Age 14 days - 79 years of age: \$25,000 Age 80 years of age and older: \$10,000
Area of Coverage	United States
Deductible for Eligible Medical Expenses	
Per Certificate Period up to the Maximum Period of Coverage	
Deductible	Refer to the Declaration page
Coinsurance for Eligible Medical Expenses	
Per Certificate Period up to the Maximum Period of Coverage	
Coinsurance	Plan Pays: 100% of scheduled Benefit Limit  The insured is responsible for Charges that are not considered Eligible Medical Expenses and exceed the Maximum Limits stated in the Inpatient Services, Outpatient Services, Emergency Services, and Other Services sections of this Benefit Summary.
Pre-certification	
<ul style="list-style-type: none"> <li>Medical Evacuation: No coverage if not approved by the Company. Refer to the MEDICAL EVACUATION provision for complete requirements and coverage.</li> <li>If Treatments &amp; supplies are not pre-certified, Eligible Medical Expenses will be reduced by fifty percent (50%). Refer to the PRE-CERTIFICATION REQUIREMENTS, SPECIFIC REQUIREMENTS, provision for a complete list of services that require pre-certification.</li> <li>Deductible is taken after reduction.</li> <li>Coinsurance is applied to remainder of the reduced amount.</li> </ul>	
Pre-existing Condition	
Charges resulting directly or indirectly from or relating to any Pre-existing Condition are excluded from coverage under this insurance.	
Acute Onset of Pre-existing Condition	
Subject to any and all scheduled benefits, daily limits and/or sub-limits Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Benefit	Limits
Acute Onset of Pre-existing Conditions <ul style="list-style-type: none"> <li>Insured Person must be under 70 years of age</li> <li>Refer to the ACUTE ONSET OF PRE-EXISTING CONDITIONS provision for further details and requirements</li> </ul>	Maximum Limit: \$25,000
Emergency Medical Evacuation <ul style="list-style-type: none"> <li>Arises or results directly from a covered Acute Onset of a Pre-existing Condition</li> <li>Insured Person must be under 70 years of age</li> </ul>	Maximum Limit: \$25,000

<b>Inpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
<b>Benefit</b>	<b>Limits</b>
Inpatient Physician • Maximum visits per day: 1 per day • Maximum visits: 30	Maximum per visit: \$40
Specialist Consultation • Must be ordered by attending Physician	Maximum Limit: \$350
Hospital / Room & Board • Average semi-private room rate • Includes miscellaneous Charges and Ancillary Services • Includes Extended Care Facility • Maximum days: 30	Maximum per day: \$825
Intensive Care • Maximum days: 8	Additional benefit per day: \$400
Private Duty Nursing	Maximum Limit: \$400
Surgeon	Maximum per Surgical session: \$2,000
Assistant Surgeon	Maximum per Surgical session: \$450
Anesthesia	Maximum per Surgical session: \$450
Chemotherapy and Radiation Therapy	Maximum Limit: \$550
<b>Outpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Pre-admission Testing	Maximum Limit: \$750
Outpatient Physician • Maximum visits per day: 1 • Maximum visits: 10	Maximum per visit: \$50
Urgent Care Clinic and Walk-in Clinic • Maximum visits: 10	Maximum per visit: \$40
Diagnostic Laboratory and Radiology • Maximum per procedure: \$200	Maximum Limit: \$400
Hospital Emergency Room	Maximum per visit: \$200
Surgical Facility	Maximum per Surgical session: \$750
Surgeon	Maximum per Surgical session: \$2,000
Assistant Surgeon	Maximum per Surgical session: \$450
Anesthesia	Maximum per Surgical session: \$450
Chemotherapy and Radiation Therapy	Maximum Limit: \$550



<b>Outpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
<b>Benefit</b>	<b>Limits</b>
Home Nursing Care <ul style="list-style-type: none"> <li>• Provided by a Home Health Care Agency</li> <li>• Upon direct transfer from an acute care Facility</li> </ul>	Maximum Limit: \$550
Physical Therapy <ul style="list-style-type: none"> <li>• Maximum visits per day: 1</li> <li>• Maximum visits: 12</li> </ul>	Maximum per visit: \$40
Durable Medical Equipment	Maximum Limit: \$550
Prescriptions <ul style="list-style-type: none"> <li>• Dispensing limit per prescription: 90 days</li> </ul>	Maximum Limit: \$250
<b>Emergency Services</b> NOT Subject to Deductible or Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Common Carrier Accidental Death	Maximum Limit: \$25,000
Emergency Local Ambulance <ul style="list-style-type: none"> <li>• Subject to Deductible</li> <li>• Injury</li> <li>• Illness resulting in a Hospitalization admission</li> </ul>	Maximum Limit: \$250
Emergency Medical Evacuation <ul style="list-style-type: none"> <li>• Approved in advance and coordinated by the Company</li> <li>• Not subject to the Period of Coverage Maximum Limit</li> </ul>	Maximum Limit: \$25,000
Return of Mortal Remains <ul style="list-style-type: none"> <li>• Return of Insured Person's Mortal Remains to Country of Residence</li> <li>• Local burial/cremation Maximum Limit: \$5,000</li> <li>• Approved in advance and coordinated by the Company</li> </ul>	Maximum Limit: \$25,000
<b>Other Services</b> NOT Subject to Deductible or Coinsurance unless otherwise noted. Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Dental Accident <ul style="list-style-type: none"> <li>• Subject to Deductible</li> </ul>	Maximum Limit: \$550
Incidental Trip	Maximum days: 14
Terrorism	Maximum Limit: \$50,000

- A. BENEFIT SUMMARY:** Subject to the Terms of this insurance, including the AGREEMENT provision, the following benefits are available to the Insured Person while outside their Country of Residence and coverage is available to the Insured Person arising out of Injury or Illness incurred while in the Destination Country.
- B. AGREEMENT:** SiriusPoint Specialty Insurance Corporation (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 and 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, Declaration and any Riders. The Master Policy is effective as of May 24, 2023 and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF MASTER POLICY provision. This Certificate shall be effective as of the Effective Date of Coverage and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision. This Certificate is not part of the insurance contract. The contract is the Master Policy, the Application, the Declaration and any applicable Riders (such insurance being sometimes referred to herein as "this insurance" or "the plan"). 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 representative and as the Plan Administrator of the Master Policy and this Certificate. Subject to the Terms of the CONDITIONS AND GENERAL PROVISIONS, SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT provision, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate shall be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company. **SURPLUS LINES NOTICE:** 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.
- C. CONDITIONS AND GENERAL PROVISIONS:** The following Terms are conditions precedent to the Company's liability under the insurance provided to the Insured Person pursuant to and in accordance with the Terms of this insurance:
- (1) **ENTIRE AGREEMENT:** The Master Policy, the Application, the Declaration and any Riders shall constitute the entire agreement among the Company, the Assured and the Insured Person. This Certificate 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, the Application, the Declaration and any Riders.
- (2) **PREMIUM:** Payment of required Premium shall be remitted to the Company:

(a) on or before the Due Date(s) specified on the Declaration

(b) on or before any renewal date subject to the CONDITIONS AND GENERAL PROVISIONS, RENEWAL; AMENDMENTS provision

- (3) **CLAIMS NOTIFICATION:** All claims and related claim information should be filed with the Company through the Plan Administrator at the contact information below, or online at [www.imglobal.com/member](http://www.imglobal.com/member) as soon as possible:

International Medical Group

Attn: Claims Department

PO Box 9162

Farmington Hills, MI 48333-9162

USA

**Proof of Claim:** When the Insured Person receives Treatment or the Company receives notice of a claim for benefits under this insurance, the Insured Person shall submit an International Medical Group (IMG) Claim Form as a necessary component of the Proof of Claim. An IMG Claim Form may be obtained from the form's library on IMG's website at [www.imglobal.com](http://www.imglobal.com) or completed online via the MyIMG customer portal.

- (a) A Proof of Claim shall not be effective and will not satisfy the Terms of this insurance unless it includes all the following:
- (i) a duly completed, timely submitted and signed IMG Claim Form for each new Illness, diagnosis or Injury unless the Company waives such requirement in writing
  - (ii) an Authorization for Release of Medical Information when specifically requested by IMG
  - (iii) all original Universal Billing Forms, Superbill and statements of service rendered from Physicians, Hospitals, and other healthcare or medical service providers involved with respect to the claim
  - (iv) all original receipts for any costs, prescription medications, fees or expenses that have been incurred or paid by, or on behalf of, the Insured Person with respect to the claims, including without limitation all original receipts for any cash and/or credit card payments. The provider of service's full name, address, telephone number

(including area/country code), date of service, description of service (applicable procedure codes), and diagnosis codes must be included on the receipts.

- (v) If the claims are submitted electronically, copies of the above items are acceptable; however, the Company reserves the right to request the original documents.
- (b) The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and suppliers shall have one hundred eighty (180) days from the date a claim is incurred to submit a complete Proof of Claim. The Company at its option may pend resolution and adjudication of submitted claims and/or may deny coverage due to any of the following:
  - (i) IMG's receipt of an incomplete Proof of Claim
  - (ii) failure to submit any Proof of Claim
  - (iii) Insured Person's, Physician's or Hospital's failure to submit a timely Proof of Claim
- (c) The Company may require the Insured Person to sign an Authorization for Release of Medical Information to request medical records on their behalf or supply us with additional documentation if we are unable to make a benefit determination based on the submitted Proof of Claim. The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and suppliers shall have sixty (60) days from the date of the request to submit the requested information. If the information is not received within the designated time period, previously submitted and subsequent claims will be denied.
- (4) **APPEALING A CLAIM:** In the event the Company denies all or part of a claim, the Insured Person shall have ninety (90) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address within which to appeal the determination. The Insured Person must file an appeal prior to bringing any legal action under the contract of insurance. The Insured Person should submit a written request for an appeal along with comments, all relevant, pertinent or related documents, medical records and other information relating to the claim.

The appeal must be sent to:

International Medical Group

Attn: Benefit Review

2960 N. Meridian Street

Indianapolis, IN 46208

USA

The Company's review will take into account all comments, documents, records and other information submitted by the Insured Person relating to the claim without regard to whether such information was submitted or considered in the initial claim determination. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review as set forth in the CONDITIONS AND GENERAL PROVISIONS, EXPLANATION OR VERIFICATION OF BENEFITS provision 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 that 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 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 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 or modified except by the express written agreement of the Company.
- (6) **SERVICE OF SUIT; VENUE; CHOICE OF LAW:** No action or proceeding of any kind can be brought by an Insured Person to recover on the contract of insurance prior to the later of (a) expiration of sixty (60) days after written Proof of Claim has been furnished in accordance with the contract of insurance or (b) exhaustion of one (1) appeal under the CONDITIONS AND GENERAL PROVISIONS, APPEALING A CLAIM provision above. No action or proceeding 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 evidenced by the Master Policy and this Certificate, shall be deemed issued, finalized and made in Indianapolis, Indiana. Sole and exclusive jurisdiction and venue for any action or proceeding of any kind relating to or arising from this insurance and/or the Terms and conditions of this Certificate (including any amendment thereto) shall be in Marion County, Indiana, for which the Company and the Insured Person expressly consent. 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 performed in any particular State of the United States. Indiana surplus lines law shall govern all rights and claims relating to or arising from this insurance and/or this Certificate (including any amendment thereto).

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). The Company reserves the right, acting by and through the Plan Administrator or otherwise, 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, claim, or controversy relating to or arising from this insurance. In any suit instituted by or against the Company or the Insured Person pursuant to the Terms of this provision, 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 provision constitutes or should be deemed, considered or understood to constitute a waiver of the Company's or the Insured Person's rights to: (i) oppose venue or 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), or (ii) remove an action to the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise lawful and appropriate); all of which rights are expressly reserved and retained.

Subject to and without limiting, expanding, superseding, modifying or waiving any of the foregoing Terms contained in this provision pursuant to any statute of any 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 their 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 N. Emmanuel, Locke Lord, LLP, Brookfield Place, 200 Vesey Street, 20th Floor, New York, New York 10281-2101, 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.

In the event that the Company is the prevailing party in any litigation, arbitration, or other proceeding of any kind relating to or arising from this insurance and/or the Terms and conditions of this Certificate (including any amendment thereto), regardless of the nature of the claim, the Company shall be awarded its reasonable attorney fees, and costs and expenses incurred in addition to any compensatory damages or other remedies in law or equity.

**For Florida residents only:** Any dispute, claim, or controversy of any kind, whether sounding in contract, tort, or otherwise, relating to or arising from this insurance and/or the Terms and conditions of this Certificate may be resolved by binding arbitration upon the request of the Company, the Assured, or the Insured Person. Any such arbitration shall be conducted in accordance with the procedures of the American Arbitration Association. Any such arbitration shall be held within fifty (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 five hundred dollars (\$500.00).

- (7) **WAIVER OF ANY RIGHT TO JURY TRIAL:** THE COMPANY AND THE INSURED PERSON EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY CLAIM, DEMAND, ACTION, OR PROCEEDING OF ANY KIND, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, RELATING TO OR ARISING FROM: (I) THIS INSURANCE; AND/OR (II) THIS CERTIFICATE, INCLUDING ANY AMENDMENT THERETO. THE COMPANY AND THE INSURED PERSON EACH KNOWINGLY, VOLUNTARILY AND IRREVOCABLY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE EXCLUSIVELY PRESENTED TO AND DETERMINED SOLELY BY THE COURT AS THE TRIER OF FACT, AND NOT BEFORE A JURY. NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE COMPANY AND THE INSURED PERSON EACH AGREE THAT A COPY OF THIS PROVISION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE AGREEMENT OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.
- (8) **ECONOMIC SANCTIONS:** The Company will not cover any person as an Insured Person if such cover would result in the Company being exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom or the United States of America.
- (9) **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 or in relation to any claim form, statement, certification or warranty made by the Insured Person or their representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render the Declaration and this Certificate null and void and all claims and benefits under this insurance shall be forfeited and waived.
- (10) **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.



**(11) SUBROGATION CLAUSE:** The Insured Person shall undertake to pursue in their 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 that 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, regardless of whether or not the Insured Person has been made whole or has been fully compensated for their injuries.

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 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 that 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 that 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 that 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 that 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.

**(12) 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 programs, 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") that 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. Notwithstanding the foregoing, the Company shall not be liable or obligated to provide any benefit or to pay or reimburse any claim for any Insured Person in respect to Treatment or supplies furnished by any program or agency funded by any government or governmental authority.

The Company reserves the right to cancel any and all coverage if it is determined an Insured Person has Stacked Insurance.

**(13) CANCELLATION BY INSURED PERSON:** The Insured Person shall have three (3) days from the Initial Effective Date of Coverage (the "Review Period") to review the benefits, conditions, limitations, exclusions and all other Terms of the Master Policy as evidenced and outlined by this Certificate. If not completely satisfied, the Insured Person may request cancellation of this insurance retroactive to the Initial Effective Date of Coverage by sending a written request to the Company by email, mail or fax and received by the Company within the Review Period, thereby qualifying to receive a full refund of Premium paid. Upon effectuation of such cancellation and refund, neither the Company nor the Insured Person shall have any further rights, liabilities or obligations under this insurance. After the Review Period, the Insured person may request cancellation by sending a written request to the Company by email, mail or fax. However, the following conditions apply for Premium refund:

- (a) If any claims have been filed with the Company, the Premium is fully earned and is non-refundable.
- (b) If no claims have been filed with the Company:
  - (i) a cancellation fee of twenty-five dollars (\$25.00 USD) will be charged regardless of the reason for cancellation; and
  - (ii) Premium refunds will be pro-rated.

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

- (15) **COOPERATION:** The Insured Person and their 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, laboratory 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. 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 any of the following has occurred:
- (a) a refusal to so cooperate
  - (b) an unreasonable delay in such cooperation
  - (c) any other act or omission on the part of the Insured Person and/or their healthcare providers which hinders, delays, impairs or otherwise prejudices the performance of the Company's obligations under this insurance.
- (16) **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 their 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 their 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 insurance plan shown in the Declaration 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 provision regarding the method of claim payment. No such provider, supplier or other third-party is intended to have or shall have any rights as a third-party beneficiary under this Certificate, the Declaration, or the Master Policy.
- (17) **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 their behalf under this insurance knowingly uses any false, incomplete, misleading, concealing, fraudulent or deceitful statements regarding the Insured Person, the insurance contract and all coverage thereunder may be cancelled, voided, rescinded and terminated by the Company in its sole and absolute discretion, and the Company shall have no obligation or liability for any such benefits, coverage or claims.
- (18) **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.
- (19) **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 coverage 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.
- (20) **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 date the Master Policy is terminated pursuant to the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF MASTER POLICY provision
  - (b) the next day following the end of the coverage period for which Premium has been fully and timely paid
  - (c) the termination date as shown on the Declaration for this Certificate
  - (d) the date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in this Certificate
  - (e) the date the Insured Person returns to their Country of Residence unless covered as an INCIDENTAL TRIP
  - (f) the next day following twenty-four (24) months from the Initial Effective Date
  - (g) the date the Company, at its sole option, elects to cancel from this plan all Insured Persons of the same sex, age, class or geographic location as the Insured Person, provided the Company gives no less than thirty (30) days advance written notice by mail to the Insured Person's last known residence or mailing address of its intent to exercise such option

- (h) the date the Insured Person enters active military service
- (i) the cancellation date specified by the Company pursuant to the CONDITIONS AND GENERAL PROVISIONS, CANCELLATION BY INSURED PERSON provision
- (j) the cancellation date specified by the Insured Person pursuant to the CONDITIONS AND GENERAL PROVISIONS, RENEWAL; AMENDMENTS provision
- (k) the date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances described in the MISREPRESENTATION, FRAUDULENT CLAIMS and RIGHT OF RECOVERY subparagraphs of the CONDITIONS AND GENERAL PROVISIONS, or as otherwise permitted by the Terms of this insurance.

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

**(21) RENEWAL; AMENDMENTS:** Subject to the Terms of the TERMINATION OF MASTER POLICY and TERMINATION OF COVERAGE FOR INSURED PERSONS subparagraphs of the CONDITIONS AND GENERAL PROVISIONS, the Insured Person can request coverage under the plan to be renewed for extended periods of coverage from five (5) days to twelve (12) months up to a maximum total of twenty-four (24) continuous months. Renewability is subject to the Insured Person's continued eligibility for the plan. Any one (1) 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 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 discretion
- (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 twenty-four (24) continuous months
- (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 request an extension 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, extensions or replacements of either, and/or to the 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 thirty (30) 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 and shall be sent first class mail, postage prepaid, 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, at any time prior to the Change Date; provided, however that cancellation under this provision 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 Terms of the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision). 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) 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 their guardians, Relatives, 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, 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, Relatives,

Treating Physicians and/or 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, 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:

- (a) to make payment for Treatment and/or supplies that, although not expressly covered under this insurance, may be beneficial to the Insured Person and cost-effective to the Company
- (b) to deny coverage and/or benefits for any Charges, including Eligible Medical Expenses otherwise eligible for coverage but for the Terms of this provision, which exceed the amount the Company would have covered had the Insured Person accepted and followed the recommendations of the Patient Advocacy program.

**(23) 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 of any of the following:

- (a) all or part of the claim was not incurred by or paid by or on behalf of the Insured Person
- (b) the Insured Person or any of the Insured Person's Relatives, whether or not the Relative 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 in accordance with the CONDITIONS AND GENERAL PROVISIONS, OTHER INSURANCE provision, for defective equipment or medical devices covered under a warranty or by or from a source other than the Company
- (c) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance
- (d) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance
- (e) all or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider
- (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 receive a refund and to recover the amount of overpayment from the Insured Person and/or the Hospital, Physician and/or other provider of services or supplies (as the case may be). The amount of the refund and recovery for overpayment of claims shall be the difference between the amount actually paid by the Company and 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, 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 their last known residence or mailing address and offset against the amount of any refund of Premium due the Insured Person to the full extent of the refund due to the Company.

**(24) 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 their healthcare providers and suppliers understand the status, scope and extent of available benefits and coverage under this insurance, provided, however, that no statement made by any agent, employee or representative of the Company or the Plan Administrator will be deemed or construed as an actionable representation, promise or 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, claim adjudications, final payments, 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 coverage 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 their 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 and complying with the CONDITIONS AND GENERAL PROVISIONS, COOPERATION provision.

**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 meet all of the following requirements:

- (1) not be a Habitual Resident of the United States
- (2) not be a citizen of the Destination Country
- (3) be at least fourteen (14) days old and less than seventy-nine (79) years of age
- (4) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's Spouse, Child and/or Grandchild
- (5) pay the required Premium on or before the Effective Date of Coverage
- (6) receive written acceptance of their Application, renewal or extension from the Company
- (7) on the Effective Date and on subsequent renewal dates, must have legally departed the Country of Residence and legally entered or in transit to the Destination Country

Once the Insured Person and/or Spouse reaches the age eighty (80) and at the time of their renewal, the Period of Coverage limit will be reflective of their new age range as listed in the BENEFIT SUMMARY.

**E. PRE-CERTIFICATION 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 their 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 coverage, 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 this insurance, 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. 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 their family members or guardians, Treating Physicians and other healthcare providers. If the Insured Person and their 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 up to the amount shown in the BENEFIT SUMMARY incurred in relation thereto, subject to all Terms of this insurance. Eligibility for and payment of benefits are subject to all of the Terms of this insurance.

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

- (a) Extended Care Facility
- (b) Home Nursing Care
- (c) Inpatient Hospitalization
- (d) Surgery or Surgical procedure.

**(2) GENERAL REQUIREMENTS:** To comply with the Pre-certification requirements of this insurance for the Treatments and/or supplies or services listed in the SPECIFIC REQUIREMENTS provision, above, the Insured Person or their Physician or healthcare provider must perform all of the following:

- (a) contact the Company through the Plan Administrator at the contact information below and on the Insured Person's ID card as soon as possible and before the Treatment or supply is to be obtained.

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.imglobal.com/member/precertification](http://www.imglobal.com/member/precertification)

- (b) comply with the instructions of the Company and submit any information or documents required by the Company
  - (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 OF PRE-CERTIFICATION REQUIREMENTS:** If the Insured Person or their healthcare providers do not comply with the Pre-certification requirements for the Treatment or supplies identified in the SPECIFIC REQUIREMENTS subparagraphs above, or if such Treatment or supplies are not Pre-certified:
- (a) Eligible Medical Expenses incurred with respect to said Treatment and/or supplies will be reduced by the amount shown in the BENEFIT SUMMARY
  - (b) the Deductible will be subtracted from the remaining amount
  - (c) Coinsurance will be applied.
- (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.

The appeal must be sent to AkesoCare:

Phone: +1.317.655.4500, Option #2

Fax: +1.317.655.4505: ATTN: AkesoCare - Appeals

Email: ACM@akesocare.com

- F. **ELIGIBLE MEDICAL EXPENSES:** Subject to the Terms of this insurance, and the insurance plan shown in the Declaration, the Company will reimburse the Insured Person up to the amount shown in the BENEFIT SUMMARY for the following costs, Charges and expenses incurred by the Insured Person during the Certificate Period with respect to an Illness or Injury suffered or sustained by the Insured Person during the Certificate Period and while this Certificate is in effect, so long as the Illness or Injury is covered under this Certificate, Charges are Usual, Reasonable and Customary, and Charges are incurred for Treatment or supplies that are Medically Necessary ("Eligible Medical Expenses"):
- (1) Charges incurred at a Hospital for Inpatient Treatment:
    - (a) daily room and board, nursing services, Ancillary Services including the use of the observation, operating, Treatment or recovery room
    - (b) daily room and board, nursing services and Ancillary Services in an Intensive Care Unit
    - (c) Extended Care Facility following an acute Hospital Inpatient stay are to be included in the per day Hospital room and board limits shown in the BENEFIT SUMMARY
    - (d) services and supplies that are routinely provided by the Hospital to persons for use while an Inpatient including medications and to be included in the per day Hospital room and board limits shown in the BENEFIT SUMMARY
    - (e) Surgery including services and supplies
    - (f) Inpatient Physician and specialist consultation visits
    - (g) surgeon and assistant surgeon including services and supplies
    - (h) anesthetics and their administration by a Physician
    - (i) private duty nursing
  - (2) Charges incurred for Surgery at an Outpatient Surgical Facility, including services and supplies
  - (3) Charges incurred for Outpatient Treatment:
    - (a) Emergency Treatment of an Injury, even if Hospital confinement is not required
    - (b) Emergency Treatment of an Illness; however, Charges for use of the Emergency room itself will not be covered unless the Insured Person is directly admitted to the Hospital as Inpatient for further Treatment of that Illness
    - (c) Emergency Local Ambulance Transport necessarily incurred in connection with:



- (i) an Injury
- (ii) an Illness resulting in Hospital confinement as an Inpatient
- (d) dressings, sutures, casts or other supplies that are Medically Necessary to be included in Physician visits
- (e) diagnostic testing using Radiology, ultrasonography or laboratory services. Laboratory services billed for professional component fees are covered if the pathologist has direct involvement in providing a written report or verbal consultation for specimen-specific pathology services
- (f) pre-admission testing
- (g) Outpatient Physician visit
- (h) Urgent Care Clinics and Walk-in Clinics
- (i) Teleconsultation or Virtual Physician Visit subject to the Outpatient Physician Maximum Limits shown in the BENEFIT SUMMARY
- (j) surgeon and assistant surgeon including services and supplies
- (k) anesthetics and their administration by a Physician
- (l) radiation therapy or Treatment, and chemotherapy
- (m) drugs that require a 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 (1) prescription
- (n) 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
- (o) Durable Medical Equipment, as defined herein, deemed to be Medically Necessary
- (p) 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
- (q) Emergency Dental Treatment and Dental Surgery necessary to restore or replace sound natural teeth lost or damaged in an Accident that is covered under this insurance
- (4) Charges incurred while in transit to the Destination Country if the Insured Person has legally departed from their Country of Residence on the Effective Date of coverage
- (5) Charges incurred while in transit to their Country of Residence if the Insured Person has legally departed the Host Country and expenses are incurred during the Period of Coverage
- (6) Charges for Treatment resulting from COVID-19/SARS-CoV-2

**G. ACUTE ONSET OF PRE-EXISTING CONDITIONS:**

- (1) Subject to the applicable Deductible and Coinsurance and the various limits and sub-limits set forth in the BENEFIT SUMMARY, and the Terms of this insurance, including without limitation the CONDITIONS AND RESTRICTIONS subparagraph below, and in the event the Insured Person suffers or experiences an Acute Onset 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 amount shown in the BENEFIT SUMMARY for Eligible Medical Expenses incurred during the Period of Coverage with respect to the Acute Onset of the Pre-existing Condition.
- (2) **CONDITIONS AND RESTRICTIONS:** To be eligible for the foregoing limited coverage and benefits for an Acute Onset of a Pre-existing Condition, the Insured Person must be in compliance with all Terms of this insurance. The Company will provide such coverage and benefits only when all of the following conditions and restrictions have been met. At the time of the Acute Onset of the Pre-existing Condition:
  - (a) Treatment must be obtained within twenty-four (24) hours of the sudden and Unexpected outbreak or reoccurrence
  - (b) the Insured Person must be under seventy (70) years of age
  - (c) 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
  - (d) the Insured Person must not be traveling with the intent or purpose to seek or obtain Treatment for the Pre-existing Condition
  - (e) 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

- (f) the Pre-existing Condition must have been stabilized for at least thirty (30) days prior to the Effective Date without change in Treatment
- (g) the Insured Person must be traveling outside their Country of Residence.

**H. COMMON CARRIER ACCIDENTAL DEATH:** Subject to the Terms of this insurance, including the EXCLUSIONS provision, and in the event of an Unexpected death of an Insured Person during the Certificate Period as a result of an Accident that occurred during the Certificate Period and while the Insured Person was traveling on a Common Carrier, the Company will reimburse a Common Carrier Accidental Death benefit up to the amount shown in the BENEFIT SUMMARY provided, however, that such Common Carrier Accidental Death benefits shall not exceed the maximum amount shown in the BENEFIT SUMMARY per Family involved in the same Accident.

(1) 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
- (b) to the Insured Person's closest surviving Relative
- (c) the Insured Person's estate
- (d) to a claimant entitled to payment under applicable small estate affidavit laws.

**I. EMERGENCY MEDICAL EVACUATION:**

(1) Subject to the Maximum Limit set forth in the BENEFIT SUMMARY, and the other Terms of this insurance, including the EXCLUSIONS provision and the CONDITIONS AND RESTRICTIONS subparagraphs 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 outside the Insured Person's Country of Residence during the Certificate Period:

- (a) Emergency air transportation to a suitable airport nearest to the Hospital where the Insured Person will receive Treatment
- (b) Emergency ground transportation necessarily preceding Emergency air transportation and from the destination airport to the Hospital where the Insured Person will receive Treatment
- (c) 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 Country of Residence, at the Insured Person's option.

(2) **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. The Company will provide Emergency Medical Evacuation benefits only when all of the following conditions and restrictions are met:

- (a) The Company will provide Emergency Medical Evacuation benefits only when the Insured Person is outside their Country of Residence when the condition giving rise to the Emergency Medical Evacuation arises. The Company will not provide Emergency Medical Evacuation from the Insured Person's Country of Residence to any other country, or to another location within the Insured Person's Country of Residence
- (b) Medically Necessary Treatment cannot be provided locally
- (c) transportation by any other means or methods would result in loss of the Insured Person's life or limb within twenty-four (24) hours, based upon a reasonable medical certainty
- (d) Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subparagraphs (a) and (b), above
- (e) Emergency Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person
- (f) 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
- (g) the condition, Illness, Injury or occurrence giving rise to the need for the Emergency 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 that would have caused a reasonably prudent person to seek medical attention prior to the onset of the Emergency
  - (ii) was not a Pre-existing Condition.

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 their Country of Residence at their option, but in such event the Insured Person shall be solely responsible for all costs and expenses in excess of the amounts that would have been incurred had the Insured Person used the nearest qualified Hospital. If a Hospital other than the nearest qualified Hospital is selected by the Insured Person, then 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 the CONDITIONS AND RESTRICTIONS subparagraph, 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 that 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, they will cooperate fully as required by the CONDITIONS AND GENERAL PROVISIONS, COOPERATION provision. 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.

**J. INCIDENTAL TRIP:** As an accommodation and supplemental benefit and subject to the Terms of this insurance, the Insured Person will be covered under this insurance during incidental return trips to their Country of Residence up to the number of days shown in the BENEFIT SUMMARY during the Certificate Period beginning with the date the Insured Person first arrives back in their Country of Residence provided that:

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

**K. PUBLIC HEALTH EMERGENCY:** Subject to all other Terms of this insurance, in the event of a Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster, that may affect an Insured Person's health, the Company will cover an Illness or Injury incurred during the Period of Coverage and caused by the Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster when, prior to the issuance of a Travel Warning for the Destination Country or a Global Travel Warning:

- (1) the Effective Date of Coverage has occurred; and
- (2) the Insured Person has arrived in the Destination Country or Affected Area.

In the event that the applicable Travel Warning is removed for the Destination Country or Affected Area, coverage for an Illness or Injury incurred during the Period of Coverage after the Travel Warning is removed, which was caused by the Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster will be considered by the Company the same as any other Illness or Injury, subject to all other Terms and conditions of this insurance.

Notwithstanding the above provisions of this section PUBLIC HEALTH EMERGENCY, COVID-19/SARS-CoV-2 shall be considered by the Company the same as any other Illness or Injury, subject to all other Terms and conditions of this insurance.

**L. RETURN OF MORTAL REMAINS:** In the event of the death of the Insured Person during the Certificate Period as a result of an Illness or Injury covered under this insurance while the Insured Person is outside of their Country of Residence, the

Company will reimburse the authorized personal representative or the estate of the Insured Person up to the amount shown in the BENEFIT SUMMARY for the costs and expenses incurred to return the Insured Person's Mortal Remains to their Country of Residence 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 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 up to the amount shown in the BENEFIT SUMMARY for 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. Coverage is not provided for burial and cremation costs incurred for religious practitioners, flowers, music, food or beverages.

- M. EXCLUSIONS:** Except as expressly provided for in the BENEFIT SUMMARY, all Charges, costs, expenses and/or claims 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) ECONOMIC SANCTIONS:** The Company will not cover any person as an Insured Person if such cover would result in the Company being exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom or the United States of America.
  - (2) WAR; MILITARY ACTION; TERRORISM:** 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 the Insured Person's active and voluntary planning or coordination of or participation in any of the following acts or event 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, insurgency, rebellion, revolution, military or usurped power
    - (c) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege
    - (d) 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
    - (e) any use of radiological, chemical, nuclear or biological weapons or any other radiological, chemical, nuclear or biological events of any type (including in connection with an act of Terrorism)
    - (f) any 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 he/she was a victim, innocent bystander, and there was no contributory fault chargeable to the Insured Person.
  - (3) PRE-EXISTING CONDITIONS:** Charges resulting directly or indirectly from or relating to any Pre-existing Condition, defined as a medical or health condition (whether physical or mental, regardless of the cause of the condition) are excluded from coverage under this insurance
  - (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 of Newborns are excluded from this insurance
  - (5) MENTAL OR NERVOUS DISORDERS:** Charges for Treatment of Mental or Nervous Disorders are excluded from coverage under this insurance.
  - (6) PREVENTATIVE CARE:** Charges for Routine Physical Examinations and immunizations are excluded from coverage under this insurance
  - (7) Charges for any Treatment or supplies that are:**
    - (a) not incurred, obtained or received by an Insured Person during the Certificate Period
    - (b) not presented to the Company for payment by way of a completed Proof of Claim within one hundred eighty (180) days from the date such Charges are incurred
    - (c) not administered or ordered by a Physician
    - (d) not Medically Necessary for the diagnosis, care or Treatment of the physical or mental condition involved. This also applies when and if they are prescribed, recommended or approved by the attending Physician
    - (e) provided at no cost to the Insured Person or for which the Insured Person is not otherwise liable

- (f) in excess of Usual, Reasonable and Customary
- (g) related to Hospice Care
- (h) incurred by an Insured Person who was HIV + on or before the Initial Effective Date of this insurance, whether or not the Insured Person had knowledge of their 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. This exclusion includes Charges for any Treatment or supplies 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
- (i) provided by or at the direction or recommendation of a chiropractor, unless ordered in advance by a Physician
- (j) performed or provided by a Relative of the Insured Person
- (k) not expressly included in the ELIGIBLE MEDICAL EXPENSES provision
- (l) provided by a person who resides or has resided with the Insured Person or in the Insured Person's home
- (m) required or recommended as a result of complications or consequences arising from or related to any Treatment, Illness, Injury, or supply received prior to coverage under this insurance or that is excluded from coverage or which is otherwise not covered under this insurance
- (n) for Congenital Disorders and conditions arising out of or resulting therefrom
- (8)** Telehealth or Telemedicine services not considered Medically Necessary as determined by the Company under the plan
- (9)** Charges incurred for failure to keep a scheduled appointment
- (10)** Charges incurred for Surgeries, Treatment or supplies which are Investigational, Experimental and for research purposes
- (11)** Charges incurred 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, drugs, recombinant adeno-associated virus vector-based gene therapy, and other Medication Treatments associated with diagnoses related to genetic testing and discovery, genetic screening, risk assessment, preventive and prophylactic surgeries recommended by genetic testing, and/or any procedures used to determine genetic pre-disposition, provide genetic counseling, or administration of gene therapy
- (12)** Charges incurred for testing that attempts to measure aspects of an Insured Person's mental ability, intelligence, aptitude, personality and stress management. Such testing may include but is not limited to psychometric, behavioral and educational testing
- (13)** Charges incurred for Educational or Rehabilitative Care that specifically relates to training or retraining an Insured Person to function in a normal or near-normal manner. Such care may include but is not limited to job or vocational training, counseling, occupational therapy and speech therapy
- (14)** Charges for 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
- (15)** Charges for 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)
- (16)** Charges or Treatment for 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
- (17)** Elective Surgery or Treatment of any kind
- (18)** Charges incurred for any Treatment or supply that either promotes or prevents or attempts to promote or prevent conception, insemination (natural or otherwise) or birth, including but not limited to: artificial insemination; oral contraceptives; Treatment for infertility or impotency; vasectomy; reversal of vasectomy; sterilization; reversal of sterilization; surrogacy or abortion
- (19)** Charges incurred for any Treatment or supply that either promotes, enhances or corrects or attempts to promote, enhance or correct impotency or sexual dysfunction
- (20)** any Illness or Injury sustained while taking part in, practicing or training for: Amateur Athletics; Professional Athletics; or athletic activities that are sponsored by any Governing Body or Authority including but not limited to the National Collegiate Athletic Association, any other collegiate sanctioning or Governing Body or the International Olympic Committee
- (21)** 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; wildlife safaris; and windsurfing
- (22)** any Illness or Injury sustained while taking part in activities designated as Extreme Sports, which include but are in no way limited to the following (and include any combination or derivative of the following): BASE jumping; cave diving; cliff diving; downhill mountain biking and racing; extreme skiing; freediving; free flying; free running; free skiing; freestyle scootering;

gliding; heli-skiing; ice canoeing; ice climbing; kitesurfing; mixed martial arts; motocross; motorcycle racing; motor rally; mountaineering above elevation of 4500 meters from Ground Level; parkour; piloting a commercial or non-commercial aircraft; powerboating; scuba diving or sub aqua pursuits below a depth of 40 meters; snowmobile racing; truck racing; whitewater kayaking or whitewater rafting Class VI and higher difficulty; and wingsuit flying

- (23) any Illness or Injury sustained while taking part in snow skiing, snowboarding or snowmobiling where the Insured Person is in violation of applicable laws, rules or regulations of a ski resort, out of bounds or in unmarked or unpatrolled areas
- (24) any Illness or Injury sustained while taking part in backcountry skiing
- (25) any Illness or Injury sustained while taking part in skiing off-piste
- (26) any Illness or Injury sustained while taking part in Collision Sports
- (27) any Illness or Injury sustained while taking part in athletic or recreational activities where the Insured Person is not physically or medically fit or does not hold the necessary qualifications to engage in said activities
- (28) 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
- (29) 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
- (30) 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
- (31) any Injury or Illness sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs in excess of the applicable blood/alcohol legal limit, 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
- (32) any willfully Self-inflicted Injury or Illness
- (33) any sexually transmitted or venereal disease
- (34) any testing for the following when not Medically Necessary: HIV, seropositivity to the AIDS virus, AIDS-related Illnesses, ARC Syndrome, AIDS
- (35) 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
- (36) any Substance Abuse
- (37) biofeedback, acupuncture, music, occupational, recreational, sleep, speech, or vocational therapy
- (38) orthoptics, visual therapy or visual eye training
- (39) any non-surgical 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
- (40) hair loss, including without limitation wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a Physician
- (41) any sleep disorder, including without limitation sleep apnea
- (42) any exercise and/or fitness program or equipment, whether or not prescribed or recommended by a Physician
- (43) any exposure to any non-medical nuclear or atomic radiation, and/or radioactive material(s)
- (44) any organ or tissue or other transplant or related services, Treatment or supplies
- (45) any artificial or mechanical devices designed to replace human organs temporarily or permanently after termination of Inpatient status
- (46) any efforts to keep a donor alive for a transplant procedure
- (47) any Illness or Injury incurred in the Destination Country, Affected Area or Country of Residence as a result of a Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster, that may affect an Insured Person's health, unless coverage is expressly provided under the PUBLIC HEALTH EMERGENCY provision of this insurance

This exclusion DOES NOT apply to Charges resulting from COVID-19/SARS-CoV-2.



- (48) Charges incurred for eyeglasses, contact lenses, hearing aids or hearing implants and Charges for any Treatment, supply, examination or fitting related to these devices, or for eye refraction for any reason
- (49) 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
- (50) Charges incurred for Treatment or supplies for temporomandibular joint (TMJ) including but not limited to TMJ syndrome, craniomandibular syndrome, chronic TMJ pain, orthognathic Surgery, Le-Fort Surgery or splints
- (51) Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance
- (52) Charges incurred while in the Insured Person's Country of Residence or as otherwise expressly provided for hereunder
- (53) Except as otherwise expressly provided for in this insurance, 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 (FDA) or which are considered "off-label" drug use; and for drugs or medicines not prescribed by a Physician
- (54) any Treatment for an Illness or Injury requiring an unapproved U.S. Food and Drug Administration (FDA) medical product, services, Surgery, Surgical Procedure, prescription medication, drug, biological product, Durable Medical Equipment (DME) or device when an Emergency Use Authorization (EUA) is in place issued by the U.S. Food and Drug Administration (FDA)
- (55) Charges incurred at a Hospital or Facility when the Insured Person checks themselves out Against Medical Advice of their Physician and leaves before reaching a Medically Necessary specified endpoint of Treatment
- (56) Charges incurred for the Worsening of an Illness or Injury after the Insured Person left a Hospital or Facility Against Medical Advice or was a Discharge Against Medical Advice
- (57) Charges incurred for Treatment or services provided in the home
- (58) Charges incurred for prosthetics or orthotics
- (59) 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 as an Inpatient
- (60) Charges incurred for massage therapy
- (61) Charges for Treatment of an Illness or Injury for which payment is made or available through a workers' compensation law or a similar law
- (62) Charges incurred for Dental Treatment, except as specifically provided for hereunder

**N. 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 directly caused by external, visible means and resulting in physical Injury to the Insured Person.

**Acute Onset of Pre-existing Condition:** A sudden and Unexpected outbreak or reoccurrence that is of short duration, is rapidly progressive, and requires urgent medical care. A Pre-existing Condition that is chronic or congenital, or that gradually becomes worse over time is not an Acute Onset of Pre-existing Condition. An Acute Onset of Pre-existing Condition does not include any condition for which, as of the Effective date, the Insured Person (i) knew or reasonably foresaw he/she would receive, (ii) knew he/she should receive, (iii) had scheduled, or (iv) were told that he/she must or should receive, any medical care, drugs or Treatment.

**Adventure Sports:** Activities undertaken for the purposes of recreation, an unusual experience or excitement. These activities are typically undertaken outdoors and involve a medium degree of risk.

**Affected Area(s):** Any and all countries, states, provinces, territories, cities or other areas experiencing ongoing transmission of an Epidemic, Pandemic or other disease outbreak, or Natural Disaster.

**Against Medical Advice; Discharge Against Medical Advice:** Against Medical Advice, or AMA, sometimes known as DAMA, Discharge Against Medical Advice, is a term used with a patient who checks themselves out of a Hospital against the advice of their Treating Physician.

**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. Amateur Athletics does not include athletic activities that are non-organized, non-Collision, and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes.

**Ancillary Services:** All Hospital services for a patient other than room and board and professional services. Laboratory tests and Radiology are examples of Ancillary Services.

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

**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 Mutual Wealth Management Group, Carmel, IN.

**Authorization for Release of Medical Information:** A written authorization by the Insured Person for health providers to release medical records and information regarding their past and current Treatment.

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

- (a) the termination date specified in the Declaration
- (b) the termination date as determined in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision.

**Certificate; Certificate of Insurance:** This document as issued to the Insured Person, that describes and provides an outline and evidence of eligible coverages and benefits payable to or for the benefit of the Insured Person under the insurance contract, which includes the Master Policy, Application, Declaration and any Riders.

**Charges:** Any cost, fee or tax incurred for Eligible Medical Expenses incurred in the Treatment of an Injury or Illness.

**Child; Children:** An Insured Person who is at least fourteen (14) days old but less than nineteen (19) years of age.

**Class VI:** A section of a river, stream or other waterway or watercourse where the current moves with enough speed or force to meet, but not to exceed, the qualifications of Class VI as determined by the International Scale of River Difficulty or as commonly published by a local authority or government agency.

**Coinsurance:** The payment by or obligations of the Insured Person for payment of ELIGIBLE MEDICAL EXPENSES at the percentage specified in the BENEFIT SUMMARY contained herein and not including any applicable Deductible.

**Collision Sports:** A sport in which the participants purposely hit or collide with each other or inanimate objects, including the ground, with great force and limited to the following (or other similar style) sports: American football, boxing, ice hockey, lacrosse, full contact martial arts, rodeo, rugby and wrestling.

**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 water 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 SiriusPoint Specialty Insurance Corporation, located at 140 Broadway, 32<sup>nd</sup> Floor, New York, New York 10005. This insurance and its risks are underwritten by the Company as the insurer and carrier, and the Company is solely obligated and liable for the coverage and benefits provided by this insurance.

**Congenital Disorder:** Any abnormality, deformity, disease, illness, injury or medical condition present at birth, whether diagnosed or not.

**Country of Residence:** Any country of which the Insured Person is a Habitual Resident.

**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 (and/or upon renewal hereof) evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate.

**Deductible:** The dollar amount, as selected on the Application and specified in the Declaration, that the Insured Person must pay of ELIGIBLE MEDICAL EXPENSES per Period of Coverage prior to receiving benefits or coverage under this insurance, and not including any applicable Coinsurance.

**Dental Provider; Dentist:** A person duly licensed to practice dentistry in the state or country in which the dental service is rendered.

**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.

**Destination Country:** All the geographical areas within the United States.

**Durable Medical Equipment (DME):** Exclusively the following items: a standard basic hospital bed, standard basic wheelchair or the initial orthopedic prosthetic.

**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 job training, counseling, vocational or occupational therapy, and speech therapy.

**Effective Date; Effective Date of Coverage:** The later of (a) the date of coverage for the Insured Person as indicated on the Declaration or (b) the date that the Insured Person departs their Country of Residence.

**Elective:** Any Treatment or Surgery that is elected by the Insured Person, a Physician or a medical provider, that is scheduled in advance, is not urgent, and does not involve a medical Emergency.

**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. Immediate medical intervention and attention is required as a result of a severe, life-threatening or potentially disabling condition.

**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 following the recommendation by the attending Physician who certifies, to a reasonable medical certainty, that the Insured Person has experienced:

- (a) 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
- (b) where Medically Necessary Treatment cannot be provided locally, either in the Facility of the attending Physician or another local Facility.

**Emergency Use Authorization (EUA):** A temporary authorization issued by the U.S. Food and Drug Administration (FDA) to allow the use of unapproved medical product, service, a Surgery or Surgical Procedure, prescription medication, drug, biological product, Durable Medical Equipment (DME) or device; or by allowing an otherwise unapproved use or application of an approved medical product, service, Surgery or Surgical Procedure, prescription medication, drug, biological product, Durable Medical Equipment (DME) or device.

**Epidemic:** The occurrence of more cases of disease than expected in a given area or among a specific group of people over a particular period of time.

**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 by the U.S. Food and Drug Administration (FDA); new drug procedure or service combinations; 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 twenty-four (24) hour skilled nursing care under the regular supervision of a Physician and the direct supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed by a Physician; and provides each patient with active Treatment of an Illness or Injury. Extended Care Facility does not include a Facility primarily for rest, the aged, Substance Abuse, Custodial Care, nursing care, or for care of Mental or Nervous Disorders or the mentally incompetent.

**Extreme Sports:** Recreational activities involving a high degree of risk. These activities often involve speed, height, a high level of physical exertion, and/or highly specialized gear and often carry the potential risk of serious or permanent physical Injury and even death.

**Facility:** Licensed health care entity such as a Hospital, clinic, rehabilitation, and/or Extended Care Facility.

**Family:** An Insured Person and their Spouse who is covered as an Insured Person under this insurance plan and their natural Child or Children or any Grandchild or Grandchildren who are under the age of eighteen (18) and covered as Insured Persons under this insurance plan.

**Global Travel Warning:** A published statement, warning or advisory, including any website document, issued by the United States Centers for Disease Control & Prevention (CDC), United States Department of State, United States Bureau of Consular Affairs, or similar government or non-governmental agency of the Insured Person's Country of Residence or Destination Country, warning that any global travel (travel anywhere) poses serious risks to health, safety and security or exposes the Insured Person to a greater likelihood of life-threatening risks, including all United States Department of State

global advisories or global warnings Levels “3 - reconsider travel” and “4 -do not travel” and CDC global advisories or global warnings Level “3 – avoid nonessential travel” or any higher level. When multiple government or non-governmental agencies have issued different levels of warnings or advisories, the highest warning or advisory applicable to the Insured Person’s Country of Residence or Destination Country will be considered for coverage under this insurance. For the avoidance of doubt, a Global Travel Warning covers all Affected Areas, including the United States of America and all of its territories.

**Governing Body or Authority:** A nationally-recognized controlling organization for a sport or activity, or an organization that provides guidelines and recommendations in safety practices for a sport or activity.

**Grandchild; Grandchildren:** An Insured Person who is at least fourteen (14) days old but less than nineteen (19) years of age.

**Ground Level:** The lowest point at the bottom of the mountain.

**Habitual Residence; Habitual Resident:** The country where the Insured Person maintains their primary residence or usual place of abode.

**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 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 that are directed toward the Convalescent care of a patient, provided always that such care is Medically Necessary and in lieu of Medically Necessary Inpatient care. Home Nursing Care does not include services or Treatment primarily for Custodial Care or rehabilitative purposes.

**Hospice; Hospice Care:** Care provided in an Inpatient Facility or at a patient’s home.

**Hospital:** An institution which operates as a Hospital pursuant to law; is licensed by the state or country in which it operates; operates primarily for the reception, care, and Treatment of sick or injured persons as Inpatient; provides twenty-four (24) hour nursing service by Registered Nurses on duty or call; has a staff of one (1) or more Physicians available at all times; provides organized Facilities and equipment for diagnosis and Treatment of acute medical or surgical conditions or Mental or Nervous Disorders on its premises; and is not primarily a long-term care Facility, Extended Care Facility, nursing, rest, Custodial Care, convalescent home, 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.

**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 disorders 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 a single 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.

**IMG Claim Form:** A form which allows the Insured Person to request reimbursement or direct payment for medical services.

**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.

**Initial Effective Date:** The date the Insured Person originally obtains coverage under this insurance plan and maintains continuous unbroken coverage thereafter.

**Injury:** Bodily injury resulting or arising directly from an Accident. All Injuries resulting or arising from the same Accident shall be deemed to be a single 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 that person will occupy a bed and (a) remain at least overnight or (b) is expected to need Hospital care for twenty-four (24) hours or more.

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

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

**Investigational:** Any Treatment that includes drugs, procedures, or services that are still in the clinical stages of evaluation and not yet approved for use by the U.S. Food and Drug Administration (FDA) including an Emergency Use Authorization by the FDA.

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

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

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

**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 their 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; 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 Disorders does not include Substance Abuse.

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

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

**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.

**Pandemic:** A global outbreak of a disease.

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

**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 North Meridian Street, Indianapolis, Indiana, 46208, Telephone Number +1.317.655.4500, or +1.800.628.4664, Fax Number +1.317.655.4505, Website: <http://www.imglobal.com>, Email: [insurance@imglobal.com](mailto:insurance@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, any Riders 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.

**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 (3) 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.

**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.

**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 their participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

**Proof of Claim:** Duly completed and signed claim form, authorization to release medical information, Physician, Hospital and other healthcare provider's statement detailing the cost and services rendered and proof of payment for services rendered. Refer to the PROOF OF CLAIM provision for further details.

**Public Health Emergency of International Concern:** A formal declaration by the World Health Organization (WHO) of an extraordinary event which is determined to constitute a public health risk through the international spread of disease, Epidemic, Pandemic and potentially requires a coordinated international response.

**Radiology:** Specialty services that use medical imaging to diagnose and Treat an Illness or Injury seen within the body. Imaging techniques used in Radiology include x-ray, radiography, ultrasound, computed tomography (CT), nuclear medicine, including positron emission tomography (PET), and magnetic resonance imaging (MRI).

**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 their name.

**Relative:** A parent, legal guardian, Spouse, son, daughter, Grandchild 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 Examination:** 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.

**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 their personal Injury or Illness. Self-inflicted specifically includes failure of an Insured Person to follow their doctor's orders, complete prescriptions as directed, or follow any health care protocol or procedures designed to return or maintain their health.

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

**Stacked Insurance:** Purchasing the same or like insurance product through the Company, for the same area of coverage, for the same or similar coverage period, and for the same coverage intent to increase a claims payout.

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

**Surgery; 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.

**Superbill:** An itemized list of all services provided to the Insured Person by a Physician or medical provider.

**Teleconsultation:** Treatment of an Illness or Injury involving the Insured Person and a Physician at different locations, and who are connected by video, audio and computers.

**Telehealth:** The distribution of health-related services and information via electronic information and telecommunication technologies. It allows long-distance patient and clinician contact, care, advice, reminders, education, intervention, monitoring, and remote admissions.

**Telemedicine:** A process where an Insured Person is teleconferenced for a Teleconsultation with a qualified Physician but is attended at the remote point by a Telepresenter. This Telepresenter may be equipped with either an exam camera or a stethoscope, and possibly other medical equipment as well, for the purpose of using those medical devices to gather and relay data to the Physician's office or to the Treating Physician.



**Telepresenter:** A medical assistant who is present with the Insured Person during a Teleconsultation led by a remote Physician.

**Terms:** All Terms, provisions, conditions, definitions, Deductibles, Coinsurance, limits, sub-limits, limitations, wordings, restrictions, requirements, qualifications and/or exclusions that bind the Insured Person as set forth in the Master Policy, Application and any Riders.

**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 or international organization to do or to abstain from doing an act.

**Travel Warning; Emergency Travel Advisory:** A published statement, warning or advisory, including any website document, issued by the United States Centers for Disease Control & Prevention (CDC), United States Department of State, United States Bureau of Consular Affairs, or similar government or non-governmental agency of the Insured Person's Country of Residence or Destination Country, warning that travel to Affected Areas poses serious risks to health, safety and security or exposes the Insured Person to a greater likelihood of life-threatening risks, including all United States Department of State Travel Advisories or Warnings Levels "3 - reconsider travel" and "4 -do not travel" and CDC Travel Advisories or Warnings Level "3 – avoid nonessential travel" or any higher level. When multiple government or non-governmental agencies have issued different levels of warnings or advisories, the highest warning or advisory applicable to the Insured Person's Country of Residence or Destination Country will be considered for coverage under this insurance. For the avoidance of doubt, a Travel Warning covers all specified Affected Areas, including the United States of America as applicable.

**Treated; Treating; Treatment:** Any and all services and procedures rendered in the management and/or care of a patient for the purpose of identifying, diagnosing, treating, curing, preventing, controlling and/or combating any Illness or Injury, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic testing or evaluation of any kind, pharmacotherapy or other medication, and/or Surgery.

**Treating Physician:** A Physician providing Treatment to an Insured Person.

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

**Universal Billing Form:** UB 04 and CMS 1500 forms, which are standard and uniform forms in the healthcare industry to submit insurance claims to Medicare or other health insurance companies for reimbursement.

**Urgent Care Clinic:** A standalone Facility or a Facility located inside a Hospital that staffs Physicians, nurse practitioners (NP) or physician assistants (PA). Urgent Care Clinics provide medical services that are not life-threatening Injuries or Illnesses. Urgent Care Facilities have onsite x-ray equipment and provide Treatment for more severe urgent care services such as broken bones, burns and other non-emergent conditions that Walk-in Clinics are unable to treat.

**Usual, Reasonable and Customary:** A typical and reasonable amount of 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; whether the services or supplies were unbundled or should have been included in the allowance of another service; 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.

**Virtual Physician Visit:** A live consultation conducted over the internet or phone between Physician and the Insured Person.

**Walk-in Clinic:** A medical Facility that provides medical services for a minor Injury or Illness. The clinics are often found in or near retail establishments or pharmacies. The staff providing medical services are nurse practitioners and physician assistants.

**Worsening:** Deterioration of an Insured Person's medical condition, symptoms or diagnosis that may lead to further complications following a Discharge Against Medical Advice or an increased likelihood or need for readmission.

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**Visitors Care<sup>®</sup>**  
**Lite**  
**Certificate of Insurance**

*Plan Administered by:*



*Plan Underwritten by:*



# VISITORS CARE®

## Plus

### Certificate of Insurance



*The Master Policy is not a comprehensive or full-coverage accident and health insurance policy, nor is it a major medical plan. Rather, it provides limited scheduled benefits to Insured Persons, as outlined herein, while they are traveling or temporarily residing outside their Country of Residence.*

**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 requires United States citizens, United States nationals and resident-alien to obtain PPACA compliant insurance coverage unless they are exempt from PPACA. Penalties may be imposed on persons who are required to maintain PPACA compliant coverage but do not do so.*

*Eligibility to purchase 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 the Insured Person's responsibility to determine if PPACA is applicable to them and the Company and IMG shall have no liability whatsoever, including for any penalties that the Insured Person may incur, for their failure to obtain required PPACA compliant coverage.*

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# BENEFIT SUMMARY

Coverage Limit / Maximum Amount for Eligible Medical Expenses	
Period of Coverage	Twelve (12) continuous months of maximum coverage
Certificate Period	Refer to the Declaration page for the Effective and termination dates of coverage
Period of Coverage per Injury or Illness Maximum Limit	\$50,000
Age Limit	Age 14 days - 79 years of age
Area of Coverage	United States
Deductible for Eligible Medical Expenses	
Per Certificate Period up to the Maximum Period of Coverage	
Deductible	Refer to the Declaration page
Coinsurance for Eligible Medical Expenses	
Per Certificate Period up to the Maximum Period of Coverage	
Coinsurance	Plan Pays: 100% of scheduled Benefit Limit The insured is responsible for Charges that are not considered Eligible Medical Expenses and exceed the Maximum Limits stated in the Inpatient Services, Outpatient Services, Emergency Services, and Other Services sections of this Benefit Summary.
Pre-certification	
<ul style="list-style-type: none"> <li>Medical Evacuation: No coverage if not approved by the Company. Refer to the MEDICAL EVACUATION provision for complete requirements and coverage.</li> <li>If Treatments &amp; supplies are not pre-certified, Eligible Medical Expenses will be reduced by fifty percent (50%). Refer to the PRE-CERTIFICATION REQUIREMENTS, SPECIFIC REQUIREMENTS, provision for a complete list of services that require pre-certification.</li> <li>Deductible is taken after reduction.</li> <li>Coinsurance is applied to remainder of the reduced amount.</li> </ul>	
Pre-existing Condition	
Charges resulting directly or indirectly from or relating to any Pre-existing Condition are excluded from coverage under this insurance.	
Acute Onset of Pre-existing Condition	
Subject to any and all scheduled benefits, daily limits and/or sub-limits Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Benefit	Limits
Acute Onset of Pre-existing Conditions <ul style="list-style-type: none"> <li>Insured Person must be under 70 years of age</li> <li>Refer to the ACUTE ONSET OF PRE-EXISTING CONDITIONS provision for further details and requirements</li> </ul>	Maximum Limit: \$50,000
Emergency Medical Evacuation <ul style="list-style-type: none"> <li>Arises or results directly from a covered Acute Onset of a Pre-existing Condition</li> <li>Insured Person must be under 70 years of age</li> </ul>	Maximum Limit: \$25,000



<b>Inpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
<b>Benefit</b>	<b>Limits</b>
Inpatient Physician <ul style="list-style-type: none"> <li>Maximum visits per day: 1 per day</li> <li>Maximum visits: 30</li> </ul>	Maximum per visit: \$60
Specialist Consultation <ul style="list-style-type: none"> <li>Must be ordered by attending Physician</li> </ul>	Maximum Limit: \$450
Hospital / Room & Board <ul style="list-style-type: none"> <li>Average semi-private room rate</li> <li>Includes miscellaneous Charges and Ancillary Services</li> <li>Includes Extended Care Facility</li> <li>Maximum days: 30</li> </ul>	Maximum per day: \$1,400
Intensive Care <ul style="list-style-type: none"> <li>Maximum days: 8</li> </ul>	Additional benefit per day: \$660
Private Duty Nursing	Maximum Limit: \$550
Surgeon	Maximum per Surgical session: \$3,300
Assistant Surgeon	Maximum per Surgical session: \$825
Anesthesia	Maximum per Surgical session: \$825
Chemotherapy and Radiation Therapy	Maximum Limit: \$1,100
<b>Outpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Pre-admission Testing	Maximum Limit: \$1,100
Outpatient Physician <ul style="list-style-type: none"> <li>Maximum visits per day: 1</li> <li>Maximum visits: 10</li> </ul>	Maximum per visit: \$60
Urgent Care Clinic and Walk-in Clinic <ul style="list-style-type: none"> <li>Maximum visits: 10</li> </ul>	Maximum per visit: \$60
Diagnostic Laboratory and Radiology <ul style="list-style-type: none"> <li>Maximum per procedure: \$250</li> </ul>	Maximum Limit: \$450
Hospital Emergency Room	Maximum per visit: \$330
Surgical Facility	Maximum per Surgical session: \$900
Surgeon	Maximum per Surgical session: \$3,300
Assistant Surgeon	Maximum per Surgical session: \$825
Anesthesia	Maximum per Surgical session: \$825
Chemotherapy and Radiation Therapy	Maximum Limit: \$1,100

<b>Outpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Benefit	Limits
Home Nursing Care <ul style="list-style-type: none"> <li>• Provided by a Home Health Care Agency</li> <li>• Upon direct transfer from an acute care Facility</li> </ul>	Maximum Limit: \$550
Physical Therapy: <ul style="list-style-type: none"> <li>• Maximum visits per day: 1</li> <li>• Maximum visits: 12</li> </ul>	Maximum per visit: \$40
Durable Medical Equipment	Maximum Limit: \$1,000
Prescriptions <ul style="list-style-type: none"> <li>• Dispensing limit per prescription: 90 days</li> </ul>	Maximum Limit: \$250
<b>Emergency Services</b> NOT Subject to Deductible or Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Common Carrier Accidental Death	Maximum Limit: \$25,000
Emergency Local Ambulance <ul style="list-style-type: none"> <li>• Subject to Deductible</li> <li>• Injury</li> <li>• Illness resulting in a Hospitalization admission</li> </ul>	Maximum Limit: \$450
Emergency Medical Evacuation <ul style="list-style-type: none"> <li>• Approved in advance and coordinated by the Company</li> <li>• Not subject to the Period of Coverage Maximum Limit</li> </ul>	Maximum Limit: \$50,000
Return of Mortal Remains <ul style="list-style-type: none"> <li>• Return of Insured Person's Mortal Remains to Country of Residence</li> <li>• Local burial/cremation Maximum Limit: \$5,000</li> <li>• Approved in advance and coordinated by the Company</li> </ul>	Maximum Limit: \$25,000
<b>Other Services</b> NOT Subject to Deductible or Coinsurance unless otherwise noted. Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Dental Accident <ul style="list-style-type: none"> <li>• Subject to Deductible</li> </ul>	Maximum Limit: \$550
Incidental Trip	Maximum days: 14
Terrorism	Maximum Limit: \$50,000

- A. BENEFIT SUMMARY:** Subject to the Terms of this insurance, including the AGREEMENT provision, the following benefits are available to the Insured Person while outside their Country of Residence and coverage is available to the Insured Person arising out of Injury or Illness incurred while in the Destination Country.
- B. AGREEMENT:** SiriusPoint Specialty Insurance Corporation (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 and 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, Declaration and any Riders. The Master Policy is effective as of May 24, 2023 and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF MASTER POLICY provision. This Certificate shall be effective as of the Effective Date of Coverage and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision. This Certificate is not part of the insurance contract. The contract is the Master Policy, the Application, the Declaration and any applicable Riders (such insurance being sometimes referred to herein as "this insurance" or "the plan"). 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 representative and as the Plan Administrator of the Master Policy and this Certificate. Subject to the Terms of the CONDITIONS AND GENERAL PROVISIONS, SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT provision, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate shall be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company. **SURPLUS LINES NOTICE:** 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.
- C. CONDITIONS AND GENERAL PROVISIONS:** The following Terms are conditions precedent to the Company's liability under the insurance provided to the Insured Person pursuant to and in accordance with the Terms of this insurance:
- (1) **ENTIRE AGREEMENT:** The Master Policy, the Application, the Declaration and any Riders shall constitute the entire agreement among the Company, the Assured and the Insured Person. This Certificate 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, the Application, the Declaration and any Riders.
- (2) **PREMIUM:** Payment of required Premium shall be remitted to the Company:

- (a) on or before the Due Date(s) specified on the Declaration
- (b) on or before any renewal date subject to the CONDITIONS AND GENERAL PROVISIONS, RENEWAL; AMENDMENTS provision

- (3) **CLAIMS NOTIFICATION:** All claims and related claim information should be filed with the Company through the Plan Administrator at the contact information below, or online at [www.imglobal.com/member](http://www.imglobal.com/member) as soon as possible:

International Medical Group

Attn: Claims Department

PO Box 9162

Farmington Hills, MI 48333-9162

USA

**Proof of Claim:** When the Insured Person receives Treatment or the Company receives notice of a claim for benefits under this insurance, the Insured Person shall submit an International Medical Group (IMG) Claim Form as a necessary component of the Proof of Claim. An IMG Claim Form may be obtained from the form's library on IMG's website at [www.imglobal.com](http://www.imglobal.com) or completed online via the MyIMG customer portal.

- (a) A Proof of Claim shall not be effective and will not satisfy the Terms of this insurance unless it includes all the following:
- (i) a duly completed, timely submitted and signed IMG Claim Form for each new Illness, diagnosis or Injury unless the Company waives such requirement in writing
  - (ii) an Authorization for Release of Medical Information when specifically requested by IMG
  - (iii) all original Universal Billing Forms, Superbill and statements of service rendered from Physicians, Hospitals, and other healthcare or medical service providers involved with respect to the claim
  - (iv) all original receipts for any costs, prescription medications, fees or expenses that have been incurred or paid by, or on behalf of, the Insured Person with respect to the claims, including without limitation all original receipts for any cash and/or credit card payments. The provider of service's full name, address, telephone number

(including area/country code), date of service, description of service (applicable procedure codes), and diagnosis codes must be included on the receipts.

- (v) If the claims are submitted electronically, copies of the above items are acceptable; however, the Company reserves the right to request the original documents.
- (b) The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and suppliers shall have one hundred eighty (180) days from the date a claim is incurred to submit a complete Proof of Claim. The Company at its option may pend resolution and adjudication of submitted claims and/or may deny coverage due to any of the following:
  - (i) IMG's receipt of an incomplete Proof of Claim
  - (ii) failure to submit any Proof of Claim
  - (iii) Insured Person's, Physician's or Hospital's failure to submit a timely Proof of Claim
- (c) The Company may require the Insured Person to sign an Authorization for Release of Medical Information to request medical records on their behalf or supply us with additional documentation if we are unable to make a benefit determination based on the submitted Proof of Claim. The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and suppliers shall have sixty (60) days from the date of the request to submit the requested information. If the information is not received within the designated time period, previously submitted and subsequent claims will be denied.
- (4) **APPEALING A CLAIM:** In the event the Company denies all or part of a claim, the Insured Person shall have ninety (90) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address within which to appeal the determination. The Insured Person must file an appeal prior to bringing any legal action under the contract of insurance. The Insured Person should submit a written request for an appeal along with comments, all relevant, pertinent or related documents, medical records and other information relating to the claim.

The appeal must be sent to:

International Medical Group

Attn: Benefit Review

2960 N. Meridian Street

Indianapolis, IN 46208

USA

The Company's review will take into account all comments, documents, records and other information submitted by the Insured Person relating to the claim without regard to whether such information was submitted or considered in the initial claim determination. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review as set forth in the CONDITIONS AND GENERAL PROVISIONS, EXPLANATION OR VERIFICATION OF BENEFITS provision 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 that 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 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 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 or modified except by the express written agreement of the Company.
- (6) **SERVICE OF SUIT; VENUE; CHOICE OF LAW:** No action or proceeding of any kind can be brought by an Insured Person to recover on the contract of insurance prior to the later of (a) expiration of sixty (60) days after written Proof of Claim has been furnished in accordance with the contract of insurance or (b) exhaustion of one (1) appeal under the CONDITIONS AND GENERAL PROVISIONS, APPEALING A CLAIM provision above. No action or proceeding 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 evidenced by the Master Policy and this Certificate, shall be deemed issued, finalized and made in Indianapolis, Indiana. Sole and exclusive jurisdiction and venue for any action or proceeding of any kind relating to or arising from this insurance and/or the Terms and conditions of this Certificate (including any amendment thereto) shall be in Marion County, Indiana, for which the Company and the Insured Person expressly consent. 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 performed in any particular State of the United States. Indiana surplus lines law shall govern all rights and claims relating to or arising from this insurance and/or this Certificate (including any amendment thereto).

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). The Company reserves the right, acting by and through the Plan Administrator or otherwise, 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, claim, or controversy relating to or arising from this insurance. In any suit instituted by or against the Company or the Insured Person pursuant to the Terms of this provision, 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 provision constitutes or should be deemed, considered or understood to constitute a waiver of the Company's or the Insured Person's rights to: (i) oppose venue or 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), or (ii) remove an action to the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise lawful and appropriate); all of which rights are expressly reserved and retained.

Subject to and without limiting, expanding, superseding, modifying or waiving any of the foregoing Terms contained in this provision pursuant to any statute of any 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 their 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 N. Emmanuel, Locke Lord, LLP, Brookfield Place, 200 Vesey Street, 20th Floor, New York, New York 10281-2101, 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.

In the event that the Company is the prevailing party in any litigation, arbitration, or other proceeding of any kind relating to or arising from this insurance and/or the Terms and conditions of this Certificate (including any amendment thereto), regardless of the nature of the claim, the Company shall be awarded its reasonable attorney fees, and costs and expenses incurred in addition to any compensatory damages or other remedies in law or equity.

**For Florida residents only:** Any dispute, claim, or controversy of any kind, whether sounding in contract, tort, or otherwise, relating to or arising from this insurance and/or the Terms and conditions of this Certificate may be resolved by binding arbitration upon the request of the Company, the Assured, or the Insured Person. Any such arbitration shall be conducted in accordance with the procedures of the American Arbitration Association. Any such arbitration shall be held within fifty (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 five hundred dollars (\$500.00).

- (7) **WAIVER OF ANY RIGHT TO JURY TRIAL:** THE COMPANY AND THE INSURED PERSON EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY CLAIM, DEMAND, ACTION, OR PROCEEDING OF ANY KIND, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, RELATING TO OR ARISING FROM: (I) THIS INSURANCE; AND/OR (II) THIS CERTIFICATE, INCLUDING ANY AMENDMENT THERETO. THE COMPANY AND THE INSURED PERSON EACH KNOWINGLY, VOLUNTARILY AND IRREVOCABLY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE EXCLUSIVELY PRESENTED TO AND DETERMINED SOLELY BY THE COURT AS THE TRIER OF FACT, AND NOT BEFORE A JURY. NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE COMPANY AND THE INSURED PERSON EACH AGREE THAT A COPY OF THIS PROVISION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE AGREEMENT OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.
- (8) **ECONOMIC SANCTIONS:** The Company will not cover any person as an Insured Person if such cover would result in the Company being exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom or the United States of America.
- (9) **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 or in relation to any claim form, statement, certification or warranty made by the Insured Person or their representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render the Declaration and this Certificate null and void and all claims and benefits under this insurance shall be forfeited and waived.
- (10) **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.

**(11) SUBROGATION CLAUSE:** The Insured Person shall undertake to pursue in their 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 that 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, regardless of whether or not the Insured Person has been made whole or has been fully compensated for their injuries.

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 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 that 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 that 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 that 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 that 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.

**(12) 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 programs, 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") that 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. Notwithstanding the foregoing, the Company shall not be liable or obligated to provide any benefit or to pay or reimburse any claim for any Insured Person in respect to Treatment or supplies furnished by any program or agency funded by any government or governmental authority.

The Company reserves the right to cancel any and all coverage if it is determined an Insured Person has Stacked Insurance.

**(13) CANCELLATION BY INSURED PERSON:** The Insured Person shall have three (3) days from the Initial Effective Date of Coverage (the "Review Period") to review the benefits, conditions, limitations, exclusions and all other Terms of the Master Policy as evidenced and outlined by this Certificate. If not completely satisfied, the Insured Person may request cancellation of this insurance retroactive to the Initial Effective Date of Coverage by sending a written request to the Company by email, mail or fax and received by the Company within the Review Period, thereby qualifying to receive a full refund of Premium paid. Upon effectuation of such cancellation and refund, neither the Company nor the Insured Person shall have any further rights, liabilities or obligations under this insurance. After the Review Period, the Insured person may request cancellation by sending a written request to the Company by email, mail or fax. However, the following conditions apply for Premium refund:

- (a) If any claims have been filed with the Company, the Premium is fully earned and is non-refundable.
- (b) If no claims have been filed with the Company:
  - (i) a cancellation fee of twenty-five dollars (\$25.00 USD) will be charged regardless of the reason for cancellation; and
  - (ii) Premium refunds will be pro-rated.

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

- (15) **COOPERATION:** The Insured Person and their 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, laboratory 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. 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 any of the following has occurred:
- (a) a refusal to so cooperate
  - (b) an unreasonable delay in such cooperation
  - (c) any other act or omission on the part of the Insured Person and/or their healthcare providers which hinders, delays, impairs or otherwise prejudices the performance of the Company's obligations under this insurance.
- (16) **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 their 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 their 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 insurance plan shown in the Declaration 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 provision regarding the method of claim payment. No such provider, supplier or other third-party is intended to have or shall have any rights as a third-party beneficiary under this Certificate, the Declaration, or the Master Policy.
- (17) **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 their behalf under this insurance knowingly uses any false, incomplete, misleading, concealing, fraudulent or deceitful statements regarding the Insured Person, the insurance contract and all coverage thereunder may be cancelled, voided, rescinded and terminated by the Company in its sole and absolute discretion, and the Company shall have no obligation or liability for any such benefits, coverage or claims.
- (18) **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.
- (19) **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 coverage 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.
- (20) **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 date the Master Policy is terminated pursuant to the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF MASTER POLICY provision
  - (b) the next day following the end of the coverage period for which Premium has been fully and timely paid
  - (c) the termination date as shown on the Declaration for this Certificate
  - (d) the date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in this Certificate
  - (e) the date the Insured Person returns to their Country of Residence unless covered as an INCIDENTAL TRIP
  - (f) the next day following twenty-four (24) months from the Initial Effective Date
  - (g) the date the Company, at its sole option, elects to cancel from this plan all Insured Persons of the same sex, age, class or geographic location as the Insured Person, provided the Company gives no less than thirty (30) days advance written notice by mail to the Insured Person's last known residence or mailing address of its intent to exercise such option

- (h) the date the Insured Person enters active military service
- (i) the cancellation date specified by the Company pursuant to the CONDITIONS AND GENERAL PROVISIONS, CANCELLATION BY INSURED PERSON provision
- (j) the cancellation date specified by the Insured Person pursuant to the CONDITIONS AND GENERAL PROVISIONS, RENEWAL; AMENDMENTS provision
- (k) the date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances described in the MISREPRESENTATION, FRAUDULENT CLAIMS and RIGHT OF RECOVERY subparagraphs of the CONDITIONS AND GENERAL PROVISIONS, or as otherwise permitted by the Terms of this insurance.

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

**(21) RENEWAL; AMENDMENTS:** Subject to the Terms of the TERMINATION OF MASTER POLICY and TERMINATION OF COVERAGE FOR INSURED PERSONS subparagraphs of the CONDITIONS AND GENERAL PROVISIONS, the Insured Person can request coverage under the plan to be renewed for extended periods of coverage from five (5) days to twelve (12) months up to a maximum total of twenty-four (24) continuous months. Renewability is subject to the Insured Person's continued eligibility for the plan. Any one (1) 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 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 discretion
- (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 twenty-four (24) continuous months
- (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 request an extension 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, extensions or replacements of either, and/or to the 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 thirty (30) 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 and shall be sent first class mail, postage prepaid, 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, at any time prior to the Change Date; provided, however that cancellation under this provision 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 Terms of the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision). 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) 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 their guardians, Relatives, 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, 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, Relatives,



Treating Physicians and/or 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, 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:

- (a) to make payment for Treatment and/or supplies that, although not expressly covered under this insurance, may be beneficial to the Insured Person and cost-effective to the Company
- (b) to deny coverage and/or benefits for any Charges, including Eligible Medical Expenses otherwise eligible for coverage but for the Terms of this provision, which exceed the amount the Company would have covered had the Insured Person accepted and followed the recommendations of the Patient Advocacy program.

**(23) 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 of any of the following:

- (a) all or part of the claim was not incurred by or paid by or on behalf of the Insured Person
- (b) the Insured Person or any of the Insured Person's Relatives, whether or not the Relative 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 in accordance with the CONDITIONS AND GENERAL PROVISIONS, OTHER INSURANCE provision, for defective equipment or medical devices covered under a warranty or by or from a source other than the Company
- (c) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance
- (d) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance
- (e) all or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider
- (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 receive a refund and to recover the amount of overpayment from the Insured Person and/or the Hospital, Physician and/or other provider of services or supplies (as the case may be). The amount of the refund and recovery for overpayment of claims shall be the difference between the amount actually paid by the Company and 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, 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 their last known residence or mailing address and offset against the amount of any refund of Premium due the Insured Person to the full extent of the refund due to the Company.

**(24) 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 their healthcare providers and suppliers understand the status, scope and extent of available benefits and coverage under this insurance, provided, however, that no statement made by any agent, employee or representative of the Company or the Plan Administrator will be deemed or construed as an actionable representation, promise or 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, claim adjudications, final payments, 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 coverage 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 their 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 and complying with the CONDITIONS AND GENERAL PROVISIONS, COOPERATION provision.

**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 meet all of the following requirements:

- (1) not be a Habitual Resident of the United States
- (2) not be a citizen of the Destination Country
- (3) be at least fourteen (14) days old and less than seventy-nine (79) years of age
- (4) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's Spouse, Child and/or Grandchild
- (5) pay the required Premium on or before the Effective Date of Coverage
- (6) receive written acceptance of their Application, renewal or extension from the Company
- (7) on the Effective Date and on subsequent renewal dates, must have legally departed the Country of Residence and legally entered or in transit to the Destination Country

**E. PRE-CERTIFICATION 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 their 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 coverage, 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 this insurance, 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. 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 their family members or guardians, Treating Physicians and other healthcare providers. If the Insured Person and their 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 up to the amount shown in the BENEFIT SUMMARY incurred in relation thereto, subject to all Terms of this insurance. Eligibility for and payment of benefits are subject to all of the Terms of this insurance.

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

- (a) Extended Care Facility
- (b) Home Nursing Care
- (c) Inpatient Hospitalization
- (d) Surgery or Surgical procedure.

(2) **GENERAL REQUIREMENTS:** To comply with the Pre-certification requirements of this insurance for the Treatments and/or supplies or services listed in the SPECIFIC REQUIREMENTS provision, above, the Insured Person or their Physician or healthcare provider must perform all of the following:

- (a) contact the Company through the Plan Administrator at the contact information below and on the Insured Person's ID card as soon as possible and before the Treatment or supply is to be obtained.

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.imglobal.com/member/precertification](http://www.imglobal.com/member/precertification)

- (b) comply with the instructions of the Company and submit any information or documents required by the Company

- (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 OF PRE-CERTIFICATION REQUIREMENTS:** If the Insured Person or their healthcare providers do not comply with the Pre-certification requirements for the Treatment or supplies identified in the SPECIFIC REQUIREMENTS subparagraphs above, or if such Treatment or supplies are not Pre-certified:
- (a) Eligible Medical Expenses incurred with respect to said Treatment and/or supplies will be reduced by the amount shown in the BENEFIT SUMMARY
  - (b) the Deductible will be subtracted from the remaining amount
  - (c) Coinsurance will be applied.
- (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.

The appeal must be sent to AkesoCare:

Phone: +1.317.655.4500, Option #2

Fax: +1.317.655.4505: ATTN: AkesoCare - Appeals

Email: ACM@akesocare.com

- F. **ELIGIBLE MEDICAL EXPENSES:** Subject to the Terms of this insurance, and the insurance plan shown in the Declaration, the Company will reimburse the Insured Person up to the amount shown in the BENEFIT SUMMARY for the following costs, Charges and expenses incurred by the Insured Person during the Certificate Period with respect to an Illness or Injury suffered or sustained by the Insured Person during the Certificate Period and while this Certificate is in effect, so long as the Illness or Injury is covered under this Certificate, Charges are Usual, Reasonable and Customary, and Charges are incurred for Treatment or supplies that are Medically Necessary ("Eligible Medical Expenses"):

- (1) Charges incurred at a Hospital for Inpatient Treatment:
- (a) daily room and board, nursing services, Ancillary Services including the use of the observation, operating, Treatment or recovery room
  - (b) daily room and board, nursing services and Ancillary Services in an Intensive Care Unit
  - (c) Extended Care Facility following an acute Hospital Inpatient stay are to be included in the per day Hospital room and board limits shown in the BENEFIT SUMMARY
  - (d) services and supplies that are routinely provided by the Hospital to persons for use while an Inpatient including medications and to be included in the per day Hospital room and board limits shown in the BENEFIT SUMMARY
  - (e) Surgery including services and supplies
  - (f) Inpatient Physician and specialist consultation visits
  - (g) surgeon and assistant surgeon including services and supplies
  - (h) anesthetics and their administration by a Physician
  - (i) private duty nursing
- (2) Charges incurred for Surgery at an Outpatient Surgical Facility, including services and supplies
- (3) Charges incurred for Outpatient Treatment:
- (a) Emergency Treatment of an Injury, even if Hospital confinement is not required
  - (b) Emergency Treatment of an Illness; however, Charges for use of the Emergency room itself will not be covered unless the Insured Person is directly admitted to the Hospital as Inpatient for further Treatment of that Illness
  - (c) Emergency Local Ambulance Transport necessarily incurred in connection with:
    - (i) an Injury

- (ii) an Illness resulting in Hospital confinement as an Inpatient
- (d) dressings, sutures, casts or other supplies that are Medically Necessary to be included in Physician visits
- (e) diagnostic testing using Radiology, ultrasonography or laboratory services. Laboratory services billed for professional component fees are covered if the pathologist has direct involvement in providing a written report or verbal consultation for specimen-specific pathology services
- (f) pre-admission testing
- (g) Outpatient Physician visit
- (h) Urgent Care Clinics and Walk-in Clinics
- (i) Teleconsultation or Virtual Physician Visit subject to the Outpatient Physician Maximum Limits shown in the BENEFIT SUMMARY
- (j) surgeon and assistant surgeon including services and supplies
- (k) anesthetics and their administration by a Physician
- (l) radiation therapy or Treatment, and chemotherapy
- (m) drugs that require a 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 (1) prescription
- (n) 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
- (o) Durable Medical Equipment, as defined herein, deemed to be Medically Necessary
- (p) 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
- (q) Emergency Dental Treatment and Dental Surgery necessary to restore or replace sound natural teeth lost or damaged in an Accident that is covered under this insurance
- (4) Charges incurred while in transit to the Destination Country if the Insured Person has legally departed from their Home Country on the Effective Date of coverage
- (5) Charges incurred while in transit to their Country of Residence if the Insured Person has legally departed the Host Country and expenses are incurred during the Period of Coverage
- (6) Charges for Treatment resulting from COVID-19/SARS-CoV-2

**G. ACUTE ONSET OF PRE-EXISTING CONDITIONS:**

- (1) Subject to the applicable Deductible and Coinsurance and the various limits and sub-limits set forth in the BENEFIT SUMMARY, and the Terms of this insurance, including without limitation the CONDITIONS AND RESTRICTIONS subparagraph below, and in the event the Insured Person suffers or experiences an Acute Onset 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 amount shown in the BENEFIT SUMMARY for Eligible Medical Expenses incurred during the Period of Coverage with respect to the Acute Onset of the Pre-existing Condition.
- (2) **CONDITIONS AND RESTRICTIONS:** To be eligible for the foregoing limited coverage and benefits for an Acute Onset of a Pre-existing Condition, the Insured Person must be in compliance with all Terms of this insurance. The Company will provide such coverage and benefits only when all of the following conditions and restrictions have been met. At the time of the Acute Onset of the Pre-existing Condition:
  - (a) Treatment must be obtained within twenty-four (24) hours of the sudden and Unexpected outbreak or reoccurrence
  - (b) the Insured Person must be under seventy (70) years of age
  - (c) 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
  - (d) the Insured Person must not be traveling with the intent or purpose to seek or obtain Treatment for the Pre-existing Condition
  - (e) 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
  - (f) the Pre-existing Condition must have been stabilized for at least thirty (30) days prior to the Effective Date without change in Treatment

(g) the Insured Person must be traveling outside their Country of Residence.

**H. COMMON CARRIER ACCIDENTAL DEATH:** Subject to the Terms of this insurance, including the EXCLUSIONS provision, and in the event of an Unexpected death of an Insured Person during the Certificate Period as a result of an Accident that occurred during the Certificate Period and while the Insured Person was traveling on a Common Carrier, the Company will reimburse a Common Carrier Accidental Death benefit up to the amount shown in the BENEFIT SUMMARY provided, however, that such Common Carrier Accidental Death benefits shall not exceed the maximum amount shown in the BENEFIT SUMMARY per Family involved in the same Accident.

(1) 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
- (b) to the Insured Person's closest surviving Relative
- (c) the Insured Person's estate
- (d) to a claimant entitled to payment under applicable small estate affidavit laws.

**I. EMERGENCY MEDICAL EVACUATION:**

(1) Subject to the Maximum Limit set forth in the BENEFIT SUMMARY, and the other Terms of this insurance, including the EXCLUSIONS provision and the CONDITIONS AND RESTRICTIONS subparagraphs 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 outside the Insured Person's Home Country during the Certificate Period:

- (a) Emergency air transportation to a suitable airport nearest to the Hospital where the Insured Person will receive Treatment
- (b) Emergency ground transportation necessarily preceding Emergency air transportation and from the destination airport to the Hospital where the Insured Person will receive Treatment
- (c) 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 Country of Residence, at the Insured Person's option.

(2) **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. The Company will provide Emergency Medical Evacuation benefits only when all of the following conditions and restrictions are met:

- (a) The Company will provide Emergency Medical Evacuation benefits only when the Insured Person is outside their Country of Residence when the condition giving rise to the Emergency Medical Evacuation arises. The Company will not provide Emergency Medical Evacuation from the Insured Person's Country of Residence to any other country, or to another location within the Insured Person's Country of Residence
- (b) Medically Necessary Treatment cannot be provided locally
- (c) transportation by any other means or methods would result in loss of the Insured Person's life or limb within twenty-four (24) hours, based upon a reasonable medical certainty
- (d) Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subparagraphs (a) and (b), above
- (e) Emergency Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person
- (f) 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
- (g) the condition, Illness, Injury or occurrence giving rise to the need for the Emergency 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 that would have caused a reasonably prudent person to seek medical attention prior to the onset of the Emergency
  - (ii) was not a Pre-existing Condition.

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 their Country of Residence at their option, but in such event the Insured Person shall be solely responsible for all costs and expenses in excess of the amounts that would have been incurred had the Insured Person used the nearest qualified Hospital. If a Hospital other than the nearest qualified Hospital is selected by the Insured Person, then 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 the CONDITIONS AND RESTRICTIONS subparagraph, 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 that 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, they will cooperate fully as required by the CONDITIONS AND GENERAL PROVISIONS, COOPERATION provision. 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.

- J. INCIDENTAL TRIP:** As an accommodation and supplemental benefit and subject to the Terms of this insurance, the Insured Person will be covered under this insurance during incidental return trips to their Country of Residence up to the number of days shown in the BENEFIT SUMMARY during the Certificate Period beginning with the date the Insured Person first arrives back in their Country of Residence provided that:
- (1) the Insured Person has departed their Country of Residence prior to any Incidental Trip
  - (2) the Insured Person has timely paid applicable Premium for at least thirty (30) days of continuous coverage
  - (3) the intention or purpose of the Insured Person's return trip to the Country of Residence is not to receive Treatment for an Illness or Injury incurred or sustained while traveling outside of their Country of Residence
  - (4) the Insured Person's return trip to the Country of Residence does not result in receiving Treatment for an Illness or Injury incurred or sustained while traveling outside of their Country of Residence.
- K. PUBLIC HEALTH EMERGENCY:** Subject to all other Terms of this insurance, in the event of a Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster, that may affect an Insured Person's health, the Company will cover an Illness or Injury incurred during the Period of Coverage and caused by the Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster when, prior to the issuance of a Travel Warning for the Destination Country or a Global Travel Warning:
- (1) the Effective Date of Coverage has occurred; and
  - (2) the Insured Person has arrived in the Destination Country or Affected Area.

In the event that the applicable Travel Warning is removed for the Destination Country or Affected Area, coverage for an Illness or Injury incurred during the Period of Coverage after the Travel Warning is removed, which was caused by the Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster will be considered by the Company the same as any other Illness or Injury, subject to all other Terms and conditions of this insurance.

Notwithstanding the above provisions of this section PUBLIC HEALTH EMERGENCY, COVID-19/SARS-CoV-2 shall be considered by the Company the same as any other Illness or Injury, subject to all other Terms and conditions of this insurance.

- L. RETURN OF MORTAL REMAINS:** In the event of the death of the Insured Person during the Certificate Period as a result of an Illness or Injury covered under this insurance while the Insured Person is outside of their Country of Residence, the Company will reimburse the authorized personal representative or the estate of the Insured Person up to the amount shown in the BENEFIT SUMMARY for the costs and expenses incurred to return the Insured Person's Mortal Remains to their Country of Residence 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 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 up to the amount shown in the BENEFIT SUMMARY for 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. Coverage is not provided for burial and cremation costs incurred for religious practitioners, flowers, music, food or beverages.

**M. EXCLUSIONS:** Except as expressly provided for in the BENEFIT SUMMARY, all Charges, costs, expenses and/or claims 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) ECONOMIC SANCTIONS:** The Company will not cover any person as an Insured Person if such cover would result in the Company being exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom or the United States of America.

**(2) WAR; MILITARY ACTION; TERRORISM:** 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 the Insured Person's active and voluntary planning or coordination of or participation in any of the following acts or event 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, insurgency, rebellion, revolution, military or usurped power
- (c) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege
- (d) 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
- (e) any use of radiological, chemical, nuclear or biological weapons or any other radiological, chemical, nuclear or biological events of any type (including in connection with an act of Terrorism)
- (f) any 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 he/she was a victim, innocent bystander, and there was no contributory fault chargeable to the Insured Person.

**(3) PRE-EXISTING CONDITIONS:** Charges resulting directly or indirectly from or relating to any Pre-existing Condition, defined as a medical or health condition (whether physical or mental, regardless of the cause of the condition) are excluded from coverage under this insurance

**(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 of Newborns are excluded from this insurance

**(5) MENTAL OR NERVOUS DISORDERS:** Charges for Treatment of Mental or Nervous Disorders are excluded from coverage under this insurance.

**(6) PREVENTATIVE CARE:** Charges for Routine Physical Examinations and immunizations are excluded from coverage under this insurance

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

- (a) not incurred, obtained or received by an Insured Person during the Certificate Period
- (b) not presented to the Company for payment by way of a completed Proof of Claim within one hundred eighty (180) days from the date such Charges are incurred
- (c) not administered or ordered by a Physician
- (d) not Medically Necessary for the diagnosis, care or Treatment of the physical or mental condition involved. This also applies when and if they are prescribed, recommended or approved by the attending Physician
- (e) provided at no cost to the Insured Person or for which the Insured Person is not otherwise liable
- (f) in excess of Usual, Reasonable and Customary
- (g) related to Hospice Care

- (h) incurred by an Insured Person who was HIV + on or before the Initial Effective Date of this insurance, whether or not the Insured Person had knowledge of their 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. This exclusion includes Charges for any Treatment or supplies 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
  - (i) provided by or at the direction or recommendation of a chiropractor, unless ordered in advance by a Physician
  - (j) performed or provided by a Relative of the Insured Person
  - (k) not expressly included in the ELIGIBLE MEDICAL EXPENSES provision
  - (l) provided by a person who resides or has resided with the Insured Person or in the Insured Person's home
  - (m) required or recommended as a result of complications or consequences arising from or related to any Treatment, Illness, Injury, or supply received prior to coverage under this insurance or that is excluded from coverage or which is otherwise not covered under this insurance
  - (n) for Congenital Disorders and conditions arising out of or resulting therefrom
- (8)** Telehealth or Telemedicine services not considered Medically Necessary as determined by the Company under the plan
  - (9)** Charges incurred for failure to keep a scheduled appointment
  - (10)** Charges incurred for Surgeries, Treatment or supplies which are Investigational, Experimental and for research purposes
  - (11)** Charges incurred 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, drugs, recombinant adeno-associated virus vector-based gene therapy, and other Medication Treatments associated with diagnoses related to genetic testing and discovery, genetic screening, risk assessment, preventive and prophylactic surgeries recommended by genetic testing, and/or any procedures used to determine genetic pre-disposition, provide genetic counseling, or administration of gene therapy
  - (12)** Charges incurred for testing that attempts to measure aspects of an Insured Person's mental ability, intelligence, aptitude, personality and stress management. Such testing may include but is not limited to psychometric, behavioral and educational testing
  - (13)** Charges incurred for Educational or Rehabilitative Care that specifically relates to training or retraining an Insured Person to function in a normal or near-normal manner. Such care may include but is not limited to job or vocational training, counseling, occupational therapy and speech therapy
  - (14)** Charges for 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
  - (15)** Charges for 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)
  - (16)** Charges or Treatment for 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
  - (17)** Elective Surgery or Treatment of any kind
  - (18)** Charges incurred for any Treatment or supply that either promotes or prevents or attempts to promote or prevent conception, insemination (natural or otherwise) or birth, including but not limited to: artificial insemination; oral contraceptives; Treatment for infertility or impotency; vasectomy; reversal of vasectomy; sterilization; reversal of sterilization; surrogacy or abortion
  - (19)** Charges incurred for any Treatment or supply that either promotes, enhances or corrects or attempts to promote, enhance or correct impotency or sexual dysfunction
  - (20)** any Illness or Injury sustained while taking part in, practicing or training for: Amateur Athletics; Professional Athletics; or athletic activities that are sponsored by any Governing Body or Authority including but not limited to the National Collegiate Athletic Association, any other collegiate sanctioning or Governing Body or the International Olympic Committee
  - (21)** 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; wildlife safaris; and windsurfing
  - (22)** any Illness or Injury sustained while taking part in activities designated as Extreme Sports, which include but are in no way limited to the following (and include any combination or derivative of the following): BASE jumping; cave diving; cliff diving; downhill mountain biking and racing; extreme skiing; freediving; free flying; free running; free skiing; freestyle scootering; gliding; heli-skiing; ice canoeing; ice climbing; kitesurfing; mixed martial arts; motocross; motorcycle racing; motor rally; mountaineering above elevation of 4500 meters from Ground Level; parkour; piloting a commercial or non-commercial



aircraft; powerbocking; scuba diving or sub aqua pursuits below a depth of 40 meters; snowmobile racing; truck racing; whitewater kayaking or whitewater rafting Class VI and higher difficulty; and wingsuit flying

- (23) any Illness or Injury sustained while taking part in snow skiing, snowboarding or snowmobiling where the Insured Person is in violation of applicable laws, rules or regulations of a ski resort, out of bounds or in unmarked or unpatrolled areas
- (24) any Illness or Injury sustained while taking part in backcountry skiing
- (25) any Illness or Injury sustained while taking part in skiing off-piste
- (26) any Illness or Injury sustained while taking part in Collision Sports
- (27) any Illness or Injury sustained while taking part in athletic or recreational activities where the Insured Person is not physically or medically fit or does not hold the necessary qualifications to engage in said activities
- (28) 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
- (29) 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
- (30) 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
- (31) any Injury or Illness sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs in excess of the applicable blood/alcohol legal limit, 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
- (32) any willfully Self-inflicted Injury or Illness
- (33) any sexually transmitted or venereal disease
- (34) any testing for the following when not Medically Necessary: HIV, seropositivity to the AIDS virus, AIDS-related Illnesses, ARC Syndrome, AIDS
- (35) 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
- (36) any Substance Abuse
- (37) biofeedback, acupuncture, music, occupational, recreational, sleep, speech, or vocational therapy
- (38) orthoptics, visual therapy or visual eye training
- (39) any non-surgical 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
- (40) hair loss, including without limitation wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a Physician
- (41) any sleep disorder, including without limitation sleep apnea
- (42) any exercise and/or fitness program or equipment, whether or not prescribed or recommended by a Physician
- (43) any exposure to any non-medical nuclear or atomic radiation, and/or radioactive material(s)
- (44) any organ or tissue or other transplant or related services, Treatment or supplies
- (45) any artificial or mechanical devices designed to replace human organs temporarily or permanently after termination of Inpatient status
- (46) any efforts to keep a donor alive for a transplant procedure
- (47) any Illness or Injury incurred in the Destination Country, Affected Area or Country of Residence as a result of a Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster, that may affect an Insured Person's health, unless coverage is expressly provided under the PUBLIC HEALTH EMERGENCY provision of this insurance

This exclusion DOES NOT apply to Charges resulting from COVID-19/SARS-CoV-2.

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

- (49) 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
- (50) Charges incurred for Treatment or supplies for temporomandibular joint (TMJ) including but not limited to TMJ syndrome, craniomandibular syndrome, chronic TMJ pain, orthognathic Surgery, Le-Fort Surgery or splints
- (51) Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance
- (52) Charges incurred while in the Insured Person's Country of Residence or as otherwise expressly provided for hereunder
- (53) Except as otherwise expressly provided for in this insurance, 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 (FDA) or which are considered "off-label" drug use; and for drugs or medicines not prescribed by a Physician
- (54) any Treatment for an Illness or Injury requiring an unapproved U.S. Food and Drug Administration (FDA) medical product, services, Surgery, Surgical Procedure, prescription medication, drug, biological product, Durable Medical Equipment (DME) or device when an Emergency Use Authorization (EUA) is in place issued by the U.S. Food and Drug Administration (FDA)
- (55) Charges incurred at a Hospital or Facility when the Insured Person checks themselves out Against Medical Advice of their Physician and leaves before reaching a Medically Necessary specified endpoint of Treatment
- (56) Charges incurred for the Worsening of an Illness or Injury after the Insured Person left a Hospital or Facility Against Medical Advice or was a Discharge Against Medical Advice
- (57) Charges incurred for Treatment or services provided in the home
- (58) Charges incurred for prosthetics or orthotics
- (59) 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 as an Inpatient
- (60) Charges incurred for massage therapy
- (61) Charges for Treatment of an Illness or Injury for which payment is made or available through a workers' compensation law or a similar law
- (62) Charges incurred for Dental Treatment, except as specifically provided for hereunder

**N. 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 directly caused by external, visible means and resulting in physical Injury to the Insured Person.

**Acute Onset of Pre-existing Condition:** A sudden and Unexpected outbreak or reoccurrence that is of short duration, is rapidly progressive, and requires urgent medical care. A Pre-existing Condition that is chronic or congenital, or that gradually becomes worse over time is not an Acute Onset of Pre-existing Condition. An Acute Onset of Pre-existing Condition does not include any condition for which, as of the Effective date, the Insured Person (i) knew or reasonably foresaw he/she would receive, (ii) knew he/she should receive, (iii) had scheduled, or (iv) were told that he/she must or should receive, any medical care, drugs or Treatment.

**Adventure Sports:** Activities undertaken for the purposes of recreation, an unusual experience or excitement. These activities are typically undertaken outdoors and involve a medium degree of risk.

**Affected Area(s):** Any and all countries, states, provinces, territories, cities or other areas experiencing ongoing transmission of an Epidemic, Pandemic or other disease outbreak, or Natural Disaster.

**Against Medical Advice; Discharge Against Medical Advice:** Against Medical Advice, or AMA, sometimes known as DAMA, Discharge Against Medical Advice, is a term used with a patient who checks themselves out of a Hospital against the advice of their Treating Physician.

**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. Amateur Athletics does not include athletic activities that are non-organized, non-Collision, and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes.

**Ancillary Services:** All Hospital services for a patient other than room and board and professional services. Laboratory tests and Radiology are examples of Ancillary Services.

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

**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 Mutual Wealth Management Group, Carmel, IN.

**Authorization for Release of Medical Information:** A written authorization by the Insured Person for health providers to release medical records and information regarding their past and current Treatment.

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

- (a) the termination date specified in the Declaration
- (b) the termination date as determined in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision.

**Certificate; Certificate of Insurance:** This document as issued to the Insured Person, that describes and provides an outline and evidence of eligible coverages and benefits payable to or for the benefit of the Insured Person under the insurance contract, which includes the Master Policy, Application, Declaration and any Riders.

**Charges:** Any cost, fee or tax incurred for Eligible Medical Expenses incurred in the Treatment of an Injury or Illness.

**Child; Children:** An Insured Person who is at least fourteen (14) days old but less than nineteen (19) years of age.

**Class VI:** A section of a river, stream or other waterway or watercourse where the current moves with enough speed or force to meet, but not to exceed, the qualifications of Class VI as determined by the International Scale of River Difficulty or as commonly published by a local authority or government agency.

**Coinurance:** The payment by or obligations of the Insured Person for payment of ELIGIBLE MEDICAL EXPENSES at the percentage specified in the BENEFIT SUMMARY contained herein and not including any applicable Deductible.

**Collision Sports:** A sport in which the participants purposely hit or collide with each other or inanimate objects, including the ground, with great force and limited to the following (or other similar style) sports: American football, boxing, ice hockey, lacrosse, full contact martial arts, rodeo, rugby and wrestling.

**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 water 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 SiriusPoint Specialty Insurance Corporation, located at 140 Broadway, 32<sup>nd</sup> Floor, New York, New York 10005. This insurance and its risks are underwritten by the Company as the insurer and carrier, and the Company is solely obligated and liable for the coverage and benefits provided by this insurance.

**Congenital Disorder:** Any abnormality, deformity, disease, illness, injury or medical condition present at birth, whether diagnosed or not.

**Country of Residence:** Any country of which the Insured Person is a Habitual Resident.

**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 (and/or upon renewal hereof) evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate.

**Deductible:** The dollar amount, as selected on the Application and specified in the Declaration, that the Insured Person must pay of ELIGIBLE MEDICAL EXPENSES per Period of Coverage prior to receiving benefits or coverage under this insurance, and not including any applicable Coinsurance.

**Dental Provider; Dentist:** A person duly licensed to practice dentistry in the state or country in which the dental service is rendered.

**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.

**Destination Country:** All the geographical areas within the United States.

**Durable Medical Equipment (DME):** Exclusively the following items: a standard basic hospital bed, standard basic wheelchair or the initial orthopedic prosthetic.

**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 job training, counseling, vocational or occupational therapy, and speech therapy.

**Effective Date; Effective Date of Coverage:** The later of (a) the date of coverage for the Insured Person as indicated on the Declaration or (b) the date that the Insured Person departs their Country of Residence.

**Elective:** Any Treatment or Surgery that is elected by the Insured Person, a Physician or a medical provider, that is scheduled in advance, is not urgent, and does not involve a medical Emergency.

**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. Immediate medical intervention and attention is required as a result of a severe, life-threatening or potentially disabling condition.

**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 following the recommendation by the attending Physician who certifies, to a reasonable medical certainty, that the Insured Person has experienced:

- (a) 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
- (b) where Medically Necessary Treatment cannot be provided locally, either in the Facility of the attending Physician or another local Facility.

**Emergency Use Authorization (EUA):** A temporary authorization issued by the U.S. Food and Drug Administration (FDA) to allow the use of unapproved medical product, service, a Surgery or Surgical Procedure, prescription medication, drug, biological product, Durable Medical Equipment (DME) or device; or by allowing an otherwise unapproved use or application of an approved medical product, service, Surgery or Surgical Procedure, prescription medication, drug, biological product, Durable Medical Equipment (DME) or device.

**Epidemic:** The occurrence of more cases of disease than expected in a given area or among a specific group of people over a particular period of time.

**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 by the U.S. Food and Drug Administration (FDA); new drug procedure or service combinations; 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 twenty-four (24) hour skilled nursing care under the regular supervision of a Physician and the direct supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed by a Physician; and provides each patient with active Treatment of an Illness or Injury. Extended Care Facility does not include a Facility primarily for rest, the aged, Substance Abuse, Custodial Care, nursing care, or for care of Mental or Nervous Disorders or the mentally incompetent.

**Extreme Sports:** Recreational activities involving a high degree of risk. These activities often involve speed, height, a high level of physical exertion, and/or highly specialized gear and often carry the potential risk of serious or permanent physical Injury and even death.

**Facility:** Licensed health care entity such as a Hospital, clinic, rehabilitation, and/or Extended Care Facility.

**Family:** An Insured Person and their Spouse who is covered as an Insured Person under this insurance plan and their natural Child or Children or any Grandchild or Grandchildren who are under the age of eighteen (18) and covered as Insured Persons under this insurance plan.

**Global Travel Warning:** A published statement, warning or advisory, including any website document, issued by the United States Centers for Disease Control & Prevention (CDC), United States Department of State, United States Bureau of Consular Affairs, or similar government or non-governmental agency of the Insured Person's Country of Residence or Destination Country, warning that any global travel (travel anywhere) poses serious risks to health, safety and security or exposes the Insured Person to a greater likelihood of life-threatening risks, including all United States Department of State global advisories or global warnings Levels "3 - reconsider travel" and "4 -do not travel" and CDC global advisories or global warnings Level "3 – avoid nonessential travel" or any higher level. When multiple government or non-governmental agencies have issued different levels of warnings or advisories, the highest warning or advisory applicable to the Insured

Person's Country of Residence or Destination Country will be considered for coverage under this insurance. For the avoidance of doubt, a Global Travel Warning covers all Affected Areas, including the United States of America and all of its territories.

**Governing Body or Authority:** A nationally-recognized controlling organization for a sport or activity, or an organization that provides guidelines and recommendations in safety practices for a sport or activity.

**Grandchild; Grandchildren:** An Insured Person who is at least fourteen (14) days old but less than nineteen (19) years of age.

**Ground Level:** The lowest point at the bottom of the mountain.

**Habitual Residence; Habitual Resident:** Means the country where the Insured Person maintains their primary residence or usual place of abode.

**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 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 that are directed toward the Convalescent care of a patient, provided always that such care is Medically Necessary and in lieu of Medically Necessary Inpatient care. Home Nursing Care does not include services or Treatment primarily for Custodial Care or rehabilitative purposes.

**Hospice; Hospice Care:** Care provided in an Inpatient Facility or at a patient's home.

**Hospital:** An institution which operates as a Hospital pursuant to law; is licensed by the state or country in which it operates; operates primarily for the reception, care, and Treatment of sick or injured persons as Inpatient; provides twenty-four (24) hour nursing service by Registered Nurses on duty or call; has a staff of one (1) or more Physicians available at all times; provides organized Facilities and equipment for diagnosis and Treatment of acute medical or surgical conditions or Mental or Nervous Disorders on its premises; and is not primarily a long-term care Facility, Extended Care Facility, nursing, rest, Custodial Care, convalescent home, 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.

**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 disorders 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 a single 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.

**IMG Claim Form:** A form which allows the Insured Person to request reimbursement or direct payment for medical services.

**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.

**Initial Effective Date:** The date the Insured Person originally obtains coverage under this insurance plan and maintains continuous unbroken coverage thereafter.

**Injury:** Bodily injury resulting or arising directly from an Accident. All Injuries resulting or arising from the same Accident shall be deemed to be a single 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 that person will occupy a bed and (a) remain at least overnight or (b) is expected to need Hospital care for twenty-four (24) hours or more.

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

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

**Investigational:** Any Treatment that includes drugs, procedures, or services that are still in the clinical stages of evaluation and not yet approved for use by the U.S. Food and Drug Administration (FDA) including an Emergency Use Authorization by the FDA.

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

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

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

**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 their 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; 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 Disorders does not include Substance Abuse.

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

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

**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.

**Pandemic:** A global outbreak of a disease.

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

**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 North Meridian Street, Indianapolis, Indiana, 46208, Telephone Number +1.317.655.4500, or +1.800.628.4664, Fax Number +1.317.655.4505, Website: <http://www.imglobal.com>, Email: [insurance@imglobal.com](mailto:insurance@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, any Riders 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.

**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

(3) 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.

**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.

**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 their participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

**Proof of Claim:** Duly completed and signed claim form, authorization to release medical information, Physician, Hospital and other healthcare provider's statement detailing the cost and services rendered and proof of payment for services rendered. Refer to the PROOF OF CLAIM provision for further details.

**Public Health Emergency of International Concern:** A formal declaration by the World Health Organization (WHO) of an extraordinary event which is determined to constitute a public health risk through the international spread of disease, Epidemic, Pandemic and potentially requires a coordinated international response.

**Radiology:** Specialty services that use medical imaging to diagnose and Treat an Illness or Injury seen within the body. Imaging techniques used in Radiology include x-ray, radiography, ultrasound, computed tomography (CT), nuclear medicine, including positron emission tomography (PET), and magnetic resonance imaging (MRI).

**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 their name.

**Relative:** A parent, legal guardian, Spouse, son, daughter, Grandchild 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 Examination:** 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.

**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 their personal Injury or Illness. Self-inflicted specifically includes failure of an Insured Person to follow their doctor's orders, complete prescriptions as directed, or follow any health care protocol or procedures designed to return or maintain their health.

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

**Stacked Insurance:** Purchasing the same or like insurance product through the Company, for the same area of coverage, for the same or similar coverage period, and for the same coverage intent to increase a claims payout.

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

**Surgery; 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.

**Superbill:** An itemized list of all services provided to the Insured Person by a Physician or medical provider.

**Teleconsultation:** Treatment of an Illness or Injury involving the Insured Person and a Physician at different locations, and who are connected by video, audio and computers.

**Telehealth:** The distribution of health-related services and information via electronic information and telecommunication technologies. It allows long-distance patient and clinician contact, care, advice, reminders, education, intervention, monitoring, and remote admissions.

**Telemedicine:** A process where an Insured Person is teleconferenced for a Teleconsultation with a qualified Physician but is attended at the remote point by a Telepresenter. This Telepresenter may be equipped with either an exam camera or a stethoscope, and possibly other medical equipment as well, for the purpose of using those medical devices to gather and relay data to the Physician's office or to the Treating Physician.

**Telepresenter:** A medical assistant who is present with the Insured Person during a Teleconsultation led by a remote Physician.

**Terms:** All Terms, provisions, conditions, definitions, Deductibles, Coinsurance, limits, sub-limits, limitations, wordings, restrictions, requirements, qualifications and/or exclusions that bind the Insured Person as set forth in the Master Policy, Application and any Riders.

**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 or international organization to do or to abstain from doing an act.

**Travel Warning; Emergency Travel Advisory:** A published statement, warning or advisory, including any website document, issued by the United States Centers for Disease Control & Prevention (CDC), United States Department of State, United States Bureau of Consular Affairs, or similar government or non-governmental agency of the Insured Person's Country of Residence or Destination Country, warning that travel to Affected Areas poses serious risks to health, safety and security or exposes the Insured Person to a greater likelihood of life-threatening risks, including all United States Department of State Travel Advisories or Warnings Levels "3 - reconsider travel" and "4 -do not travel" and CDC Travel Advisories or Warnings Level "3 – avoid nonessential travel" or any higher level. When multiple government or non-governmental agencies have issued different levels of warnings or advisories, the highest warning or advisory applicable to the Insured Person's Country of Residence or Destination Country will be considered for coverage under this insurance. For the avoidance of doubt, a Travel Warning covers all specified Affected Areas, including the United States of America as applicable.

**Treated; Treating; Treatment:** Any and all services and procedures rendered in the management and/or care of a patient for the purpose of identifying, diagnosing, treating, curing, preventing, controlling and/or combating any Illness or Injury, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic testing or evaluation of any kind, pharmacotherapy or other medication, and/or Surgery.

**Treating Physician:** A Physician providing Treatment to an Insured Person.

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

**Universal Billing Form:** UB 04 and CMS 1500 forms, which are standard and uniform forms in the healthcare industry to submit insurance claims to Medicare or other health insurance companies for reimbursement.

**Urgent Care Clinic:** A standalone Facility or a Facility located inside a Hospital that staffs Physicians, nurse practitioners (NP) or physician assistants (PA). Urgent Care Clinics provide medical services that are not life-threatening Injuries or Illnesses. Urgent Care Facilities have onsite x-ray equipment and provide Treatment for more severe urgent care services such as broken bones, burns and other non-emergent conditions that Walk-in Clinics are unable to treat.

**Usual, Reasonable and Customary:** A typical and reasonable amount of 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; whether the services or supplies were unbundled or should have been included in the allowance of another service; 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.

**Virtual Physician Visit:** A live consultation conducted over the internet or phone between Physician and the Insured Person.

**Walk-in Clinic:** A medical Facility that provides medical services for a minor Injury or Illness. The clinics are often found in or near retail establishments or pharmacies. The staff providing medical services are nurse practitioners and physician assistants.

**Worsening:** Deterioration of an Insured Person's medical condition, symptoms or diagnosis that may lead to further complications following a Discharge Against Medical Advice or an increased likelihood or need for readmission.



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# Visitors Care<sup>®</sup> Plus Certificate of Insurance

*Plan Administered by:*



*Plan Underwritten by:*



# VISITORS CARE®

## Platinum

### Certificate of Insurance



*The Master Policy is not a comprehensive or full-coverage accident and health insurance policy, nor is it a major medical plan. Rather, it provides limited scheduled benefits to Insured Persons, as outlined herein, while they are traveling or temporarily residing outside their Country of Residence.*

**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 requires United States citizens, United States nationals and resident-alien to obtain PPACA compliant insurance coverage unless they are exempt from PPACA. Penalties may be imposed on persons who are required to maintain PPACA compliant coverage but do not do so.

*Eligibility to purchase 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 the Insured Person's responsibility to determine if PPACA is applicable to them and the Company and IMG shall have no liability whatsoever, including for any penalties that the Insured Person may incur, for his/her failure to obtain required PPACA compliant coverage.*

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# BENEFIT SUMMARY

Coverage Limit / Maximum Amount for Eligible Medical Expenses	
Period of Coverage	Twelve (12) continuous months of maximum coverage
Certificate Period	Refer to the Declaration page for the Effective and termination dates of coverage
Period of Coverage per Injury or Illness Maximum Limit	\$100,000
Age Limit	Age 14 days - 79 years of age
Area of Coverage	United States
Deductible for Eligible Medical Expenses	
Per Certificate Period up to the Maximum Period of Coverage	
Deductible	Refer to the Declaration page
Coinsurance for Eligible Medical Expenses	
Per Certificate Period up to the Maximum Period of Coverage	
Coinsurance	<p>Plan Pays: 100% of scheduled Benefit Limit</p> <p>The insured is responsible for Charges that are not considered Eligible Medical Expenses and exceed the Maximum Limits stated in the Inpatient Services, Outpatient Services, Emergency Services, and Other Services sections of this Benefit Summary.</p>
Pre-certification	
<ul style="list-style-type: none"> <li>Medical Evacuation: No coverage if not approved by the Company. Refer to the MEDICAL EVACUATION provision for complete requirements and coverage.</li> <li>If Treatments &amp; supplies are not pre-certified, Eligible Medical Expenses will be reduced by fifty percent (50%). Refer to the PRE-CERTIFICATION REQUIREMENTS, SPECIFIC REQUIREMENTS, provision for a complete list of services that require pre-certification.</li> <li>Deductible is taken after reduction.</li> <li>Coinsurance is applied to remainder of the reduced amount.</li> </ul>	
Pre-existing Condition	
Charges resulting directly or indirectly from or relating to any Pre-existing Condition are excluded from coverage under this insurance.	
Acute Onset of Pre-existing Condition	
<p>Subject to any and all scheduled benefits, daily limits and/or sub-limits</p> <p>Charges are Subject to Usual, Reasonable, and Customary</p> <p>Limits per Certificate Period up to the Maximum Period of Coverage</p>	
Benefit	Limits
<p>Acute Onset of Pre-existing Conditions</p> <ul style="list-style-type: none"> <li>Insured Person must be under 70 years of age</li> <li>Refer to the ACUTE ONSET OF PRE-EXISTING CONDITIONS provision for further details and requirements</li> </ul>	Maximum Limit: \$100,000
<p>Emergency Medical Evacuation</p> <ul style="list-style-type: none"> <li>Arises or results directly from a covered Acute Onset of a Pre-existing Condition</li> <li>Insured Person must be under 70 years of age</li> </ul>	Maximum Limit: \$25,000

<b>Inpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
<b>Benefit</b>	<b>Limits</b>
Inpatient Physician <ul style="list-style-type: none"> <li>Maximum visits per day: 1 per day</li> <li>Maximum visits: 30</li> </ul>	Maximum per visit: \$85
Specialist Consultation <ul style="list-style-type: none"> <li>Must be ordered by attending Physician</li> </ul>	Maximum Limit: \$500
Hospital / Room & Board <ul style="list-style-type: none"> <li>Average semi-private room rate</li> <li>Includes miscellaneous Charges and Ancillary Services</li> <li>Includes Extended Care Facility</li> <li>Maximum days: 30</li> </ul>	Maximum per day: \$2,000
Intensive Care <ul style="list-style-type: none"> <li>Maximum days: 8</li> </ul>	Additional benefit per day: \$850
Private Duty Nursing	Maximum Limit: \$550
Surgeon	Maximum per Surgical session: \$5,500
Assistant Surgeon	Maximum per Surgical session: \$1,375
Anesthesia	Maximum per Surgical session: \$1,375
Chemotherapy and Radiation Therapy	Maximum Limit: \$1,350
<b>Outpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Pre-admission Testing	Maximum Limit: \$1,100
Outpatient Physician <ul style="list-style-type: none"> <li>Maximum visits per day: 1</li> <li>Maximum visits: 10</li> </ul>	Maximum per visit: \$85
Urgent Care Clinic and Walk-in Clinic <ul style="list-style-type: none"> <li>Maximum visits: 10</li> </ul>	Maximum per visit: \$85
Diagnostic Laboratory and Radiology <ul style="list-style-type: none"> <li>Maximum per procedure: \$500</li> </ul>	Maximum Limit: \$500
Hospital Emergency Room	Maximum per visit: \$550
Surgical Facility	Maximum per Surgical session: \$1,000
Surgeon	Maximum per Surgical session: \$5,500
Assistant Surgeon	Maximum per Surgical session: \$1,375
Anesthesia	Maximum per Surgical session: \$1,375
Chemotherapy and Radiation Therapy	Maximum Limit: \$1,350



<b>Outpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
<b>Benefit</b>	<b>Limits</b>
Home Nursing Care <ul style="list-style-type: none"> <li>• Provided by a Home Health Care Agency</li> <li>• Upon direct transfer from an acute care Facility</li> </ul>	Maximum Limit: \$550
Physical Therapy <ul style="list-style-type: none"> <li>• Maximum visits per day: 1</li> <li>• Maximum visits: 12</li> </ul>	Maximum per visit: \$40
Durable Medical Equipment	Maximum Limit: \$1,300
Prescriptions <ul style="list-style-type: none"> <li>• Dispensing limit per prescription: 90 days</li> </ul>	Maximum Limit: \$250
<b>Emergency Services</b> NOT Subject to Deductible or Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Common Carrier Accidental Death	Maximum Limit: \$25,000
Emergency Local Ambulance <ul style="list-style-type: none"> <li>• Subject to Deductible</li> <li>• Injury</li> <li>• Illness resulting in a Hospitalization admission</li> </ul>	Maximum Limit: \$475
Emergency Medical Evacuation <ul style="list-style-type: none"> <li>• Not subject to the Period of Coverage Maximum Limit</li> <li>• Approved in advance and coordinated by the Company</li> </ul>	Maximum Limit: \$50,000
Return of Mortal Remains <ul style="list-style-type: none"> <li>• Return of Insured Person's Mortal Remains to Country of Residence</li> <li>• Local burial/cremation Maximum Limit: \$5,000</li> <li>• Approved in advance and coordinated by the Company</li> </ul>	Maximum Limit: \$25,000
<b>Other Services</b> NOT Subject to Deductible or Coinsurance unless otherwise noted. Charges are Subject to Usual, Reasonable, and Customary Limits per Certificate Period up to the Maximum Period of Coverage	
Dental Accident <ul style="list-style-type: none"> <li>• Subject to Deductible</li> </ul>	Maximum Limit: \$550
Incidental Trip	Maximum days: 14
Terrorism	Maximum Limit: \$50,000

- A. BENEFIT SUMMARY:** Subject to the Terms of this insurance, including the AGREEMENT provision, the following benefits are available to the Insured Person while outside their Country of Residence and coverage is available to the Insured Person arising out of Injury or Illness incurred while in the Destination Country.
- B. AGREEMENT:** SiriusPoint Specialty Insurance Corporation (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 and 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, Declaration and any Riders. The Master Policy is effective as of May 24, 2023 and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF MASTER POLICY provision. This Certificate shall be effective as of the Effective Date of Coverage and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision. This Certificate is not part of the insurance contract. The contract is the Master Policy, the Application, the Declaration and any applicable Riders (such insurance being sometimes referred to herein as "this insurance" or "the plan"). 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 representative and as the Plan Administrator of the Master Policy and this Certificate. Subject to the Terms of the CONDITIONS AND GENERAL PROVISIONS, SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT provision, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate shall be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company. **SURPLUS LINES NOTICE:** 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.
- C. CONDITIONS AND GENERAL PROVISIONS:** The following Terms are conditions precedent to the Company's liability under the insurance provided to the Insured Person pursuant to and in accordance with the Terms of this insurance:
- (1) **ENTIRE AGREEMENT:** The Master Policy, the Application, the Declaration and any Riders shall constitute the entire agreement among the Company, the Assured and the Insured Person. This Certificate 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, the Application, the Declaration and any Riders.
- (2) **PREMIUM:** Payment of required Premium shall be remitted to the Company:

- (a) on or before the Due Date(s) specified on the Declaration
- (b) on or before any renewal date subject to the CONDITIONS AND GENERAL PROVISIONS, RENEWAL; AMENDMENTS provision

- (3) **CLAIMS NOTIFICATION:** All claims and related claim information should be filed with the Company through the Plan Administrator at the contact information below, or online at [www.imglobal.com/member](http://www.imglobal.com/member) as soon as possible:

International Medical Group

Attn: Claims Department

PO Box 9162

Farmington Hills, MI 48333-9162

USA

**Proof of Claim:** When the Insured Person receives Treatment or the Company receives notice of a claim for benefits under this insurance, the Insured Person shall submit an International Medical Group (IMG) Claim Form as a necessary component of the Proof of Claim. An IMG Claim Form may be obtained from the form's library on IMG's website at [www.imglobal.com](http://www.imglobal.com) or completed online via the MyIMG customer portal.

- (a) A Proof of Claim shall not be effective and will not satisfy the Terms of this insurance unless it includes all the following:
- (i) a duly completed, timely submitted and signed IMG Claim Form for each new Illness, diagnosis or Injury unless the Company waives such requirement in writing
  - (ii) an Authorization for Release of Medical Information when specifically requested by IMG
  - (iii) all original Universal Billing Forms, Superbill and statements of service rendered from Physicians, Hospitals, and other healthcare or medical service providers involved with respect to the claim
  - (iv) all original receipts for any costs, prescription medications, fees or expenses that have been incurred or paid by, or on behalf of, the Insured Person with respect to the claims, including without limitation all original receipts for any cash and/or credit card payments. The provider of service's full name, address, telephone number



(including area/country code), date of service, description of service (applicable procedure codes), and diagnosis codes must be included on the receipts.

- (v) If the claims are submitted electronically, copies of the above items are acceptable; however, the Company reserves the right to request the original documents.
- (b) The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and suppliers shall have one hundred eighty (180) days from the date a claim is incurred to submit a complete Proof of Claim. The Company at its option may pend resolution and adjudication of submitted claims and/or may deny coverage due to any of the following:
  - (i) IMG's receipt of an incomplete Proof of Claim
  - (ii) failure to submit any Proof of Claim
  - (iii) Insured Person's, Physician's or Hospital's failure to submit a timely Proof of Claim
- (c) The Company may require the Insured Person to sign an Authorization for Release of Medical Information to request medical records on their behalf or supply us with additional documentation if we are unable to make a benefit determination based on the submitted Proof of Claim. The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and suppliers shall have sixty (60) days from the date of the request to submit the requested information. If the information is not received within the designated time period, previously submitted and subsequent claims will be denied.
- (4) **APPEALING A CLAIM:** In the event the Company denies all or part of a claim, the Insured Person shall have ninety (90) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address within which to appeal the determination. The Insured Person must file an appeal prior to bringing any legal action under the contract of insurance. The Insured Person should submit a written request for an appeal along with comments, all relevant, pertinent or related documents, medical records and other information relating to the claim.

The appeal must be sent to:

International Medical Group

Attn: Benefit Review

2960 N. Meridian Street

Indianapolis, IN 46208

USA

The Company's review will take into account all comments, documents, records and other information submitted by the Insured Person relating to the claim without regard to whether such information was submitted or considered in the initial claim determination. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review as set forth in the CONDITIONS AND GENERAL PROVISIONS, EXPLANATION OR VERIFICATION OF BENEFITS provision 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 that 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 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 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 or modified except by the express written agreement of the Company.
- (6) **SERVICE OF SUIT; VENUE; CHOICE OF LAW:** No action or proceeding of any kind can be brought by an Insured Person to recover on the contract of insurance prior to the later of (a) expiration of sixty (60) days after written Proof of Claim has been furnished in accordance with the contract of insurance or (b) exhaustion of one (1) appeal under the CONDITIONS AND GENERAL PROVISIONS, APPEALING A CLAIM provision above. No action or proceeding 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 evidenced by the Master Policy and this Certificate, shall be deemed issued, finalized and made in Indianapolis, Indiana. Sole and exclusive jurisdiction and venue for any action or proceeding of any kind relating to or arising from this insurance and/or the Terms and conditions of this Certificate (including any amendment thereto) shall be in Marion County, Indiana, for which the Company and the Insured Person expressly consent. 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 performed in any particular State of the United States. Indiana surplus lines law shall govern all rights and claims relating to or arising from this insurance and/or this Certificate (including any amendment thereto).

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). The Company reserves the right, acting by and through the Plan Administrator or otherwise, 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, claim, or controversy relating to or arising from this insurance. In any suit instituted by or against the Company or the Insured Person pursuant to the Terms of this provision, 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 provision constitutes or should be deemed, considered or understood to constitute a waiver of the Company's or the Insured Person's rights to: (i) oppose venue or 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), or (ii) remove an action to the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise lawful and appropriate); all of which rights are expressly reserved and retained.

Subject to and without limiting, expanding, superseding, modifying or waiving any of the foregoing Terms contained in this provision pursuant to any statute of any 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 their 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 N. Emmanuel, Locke Lord, LLP, Brookfield Place, 200 Vesey Street, 20th Floor, New York, New York 10281-2101, 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.

In the event that the Company is the prevailing party in any litigation, arbitration, or other proceeding of any kind relating to or arising from this insurance and/or the Terms and conditions of this Certificate (including any amendment thereto), regardless of the nature of the claim, the Company shall be awarded its reasonable attorney fees, and costs and expenses incurred in addition to any compensatory damages or other remedies in law or equity.

**For Florida residents only:** Any dispute, claim, or controversy of any kind, whether sounding in contract, tort, or otherwise, relating to or arising from this insurance and/or the Terms and conditions of this Certificate may be resolved by binding arbitration upon the request of the Company, the Assured, or the Insured Person. Any such arbitration shall be conducted in accordance with the procedures of the American Arbitration Association. Any such arbitration shall be held within fifty (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 five hundred dollars (\$500.00).

- (7) **WAIVER OF ANY RIGHT TO JURY TRIAL:** THE COMPANY AND THE INSURED PERSON EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY CLAIM, DEMAND, ACTION, OR PROCEEDING OF ANY KIND, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, RELATING TO OR ARISING FROM: (I) THIS INSURANCE; AND/OR (II) THIS CERTIFICATE, INCLUDING ANY AMENDMENT THERETO. THE COMPANY AND THE INSURED PERSON EACH KNOWINGLY, VOLUNTARILY AND IRREVOCABLY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE EXCLUSIVELY PRESENTED TO AND DETERMINED SOLELY BY THE COURT AS THE TRIER OF FACT, AND NOT BEFORE A JURY. NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE COMPANY AND THE INSURED PERSON EACH AGREE THAT A COPY OF THIS PROVISION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE AGREEMENT OF THE WAIVER OF ANY RIGHT TO TRIAL BY JURY.
- (8) **ECONOMIC SANCTIONS:** The Company will not cover any person as an Insured Person if such cover would result in the Company being exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom or the United States of America.
- (9) **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 or in relation to any claim form, statement, certification or warranty made by the Insured Person or their representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render the Declaration and this Certificate null and void and all claims and benefits under this insurance shall be forfeited and waived.
- (10) **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.

**(11) SUBROGATION CLAUSE:** The Insured Person shall undertake to pursue in their 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 that 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, regardless of whether or not the Insured Person has been made whole or has been fully compensated for their injuries.

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 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 that 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 that 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 that 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 that 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.

**(12) 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 programs, 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") that 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. Notwithstanding the foregoing, the Company shall not be liable or obligated to provide any benefit or to pay or reimburse any claim for any Insured Person in respect to Treatment or supplies furnished by any program or agency funded by any government or governmental authority.

The Company reserves the right to cancel any and all coverage if it is determined an Insured Person has Stacked Insurance.

**(13) CANCELLATION BY INSURED PERSON:** The Insured Person shall have three (3) days from the Initial Effective Date of Coverage (the "Review Period") to review the benefits, conditions, limitations, exclusions and all other Terms of the Master Policy as evidenced and outlined by this Certificate. If not completely satisfied, the Insured Person may request cancellation of this insurance retroactive to the Initial Effective Date of Coverage by sending a written request to the Company by email, mail or fax and received by the Company within the Review Period, thereby qualifying to receive a full refund of Premium paid. Upon effectuation of such cancellation and refund, neither the Company nor the Insured Person shall have any further rights, liabilities or obligations under this insurance. After the Review Period, the Insured person may request cancellation by sending a written request to the Company by email, mail or fax. However, the following conditions apply for Premium refund:

- (a) If any claims have been filed with the Company, the Premium is fully earned and is non-refundable.
- (b) If no claims have been filed with the Company:
  - (i) a cancellation fee of twenty-five dollars (\$25.00 USD) will be charged regardless of the reason for cancellation; and
  - (ii) Premium refunds will be pro-rated.

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

- (15) **COOPERATION:** The Insured Person and their 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, laboratory 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. 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 any of the following has occurred:
- (a) a refusal to so cooperate
  - (b) an unreasonable delay in such cooperation
  - (c) any other act or omission on the part of the Insured Person and/or their healthcare providers which hinders, delays, impairs or otherwise prejudices the performance of the Company's obligations under this insurance.
- (16) **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 their 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 their 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 insurance plan shown in the Declaration 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 provision regarding the method of claim payment. No such provider, supplier or other third-party is intended to have or shall have any rights as a third-party beneficiary under this Certificate, the Declaration, or the Master Policy.
- (17) **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 their behalf under this insurance knowingly uses any false, incomplete, misleading, concealing, fraudulent or deceitful statements regarding the Insured Person, the insurance contract and all coverage thereunder may be cancelled, voided, rescinded and terminated by the Company in its sole and absolute discretion, and the Company shall have no obligation or liability for any such benefits, coverage or claims.
- (18) **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.
- (19) **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 coverage 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.
- (20) **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 date the Master Policy is terminated pursuant to the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF MASTER POLICY provision
  - (b) the next day following the end of the coverage period for which Premium has been fully and timely paid
  - (c) the termination date as shown on the Declaration for this Certificate
  - (d) the date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in this Certificate
  - (e) the date the Insured Person returns to their Country of Residence unless covered as an INCIDENTAL TRIP
  - (f) the next day following twenty-four (24) months from the Initial Effective Date
  - (g) the date the Company, at its sole option, elects to cancel from this plan all Insured Persons of the same sex, age, class or geographic location as the Insured Person, provided the Company gives no less than thirty (30) days advance written notice by mail to the Insured Person's last known residence or mailing address of its intent to exercise such option

- (h) the date the Insured Person enters active military service
- (i) the cancellation date specified by the Company pursuant to the CONDITIONS AND GENERAL PROVISIONS, CANCELLATION BY INSURED PERSON provision
- (j) the cancellation date specified by the Insured Person pursuant to the CONDITIONS AND GENERAL PROVISIONS, RENEWAL; AMENDMENTS provision
- (k) the date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances described in the MISREPRESENTATION, FRAUDULENT CLAIMS and RIGHT OF RECOVERY subparagraphs of the CONDITIONS AND GENERAL PROVISIONS, or as otherwise permitted by the Terms of this insurance.

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

**(21) RENEWAL; AMENDMENTS:** Subject to the Terms of the TERMINATION OF MASTER POLICY and TERMINATION OF COVERAGE FOR INSURED PERSONS subparagraphs of the CONDITIONS AND GENERAL PROVISIONS, the Insured Person can request coverage under the plan to be renewed for extended periods of coverage from five (5) days to twelve (12) months up to a maximum total of twenty-four (24) continuous months. Renewability is subject to the Insured Person's continued eligibility for the plan. Any one (1) 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 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 discretion
- (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 twenty-four (24) continuous months
- (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 request an extension 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, extensions or replacements of either, and/or to the 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 thirty (30) 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 and shall be sent first class mail, postage prepaid, 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, at any time prior to the Change Date; provided, however that cancellation under this provision 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 Terms of the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision). 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) 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 their guardians, Relatives, 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, 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, Relatives,

Treating Physicians and/or 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, 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:

- (a) to make payment for Treatment and/or supplies that, although not expressly covered under this insurance, may be beneficial to the Insured Person and cost-effective to the Company
- (b) to deny coverage and/or benefits for any Charges, including Eligible Medical Expenses otherwise eligible for coverage but for the Terms of this provision, which exceed the amount the Company would have covered had the Insured Person accepted and followed the recommendations of the Patient Advocacy program.

**(23) 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 of any of the following:

- (a) all or part of the claim was not incurred by or paid by or on behalf of the Insured Person
- (b) the Insured Person or any of the Insured Person's Relatives, whether or not the Relative 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 in accordance with the CONDITIONS AND GENERAL PROVISIONS, OTHER INSURANCE provision, for defective equipment or medical devices covered under a warranty or by or from a source other than the Company
- (c) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance
- (d) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance
- (e) all or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider
- (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 receive a refund and to recover the amount of overpayment from the Insured Person and/or the Hospital, Physician and/or other provider of services or supplies (as the case may be). The amount of the refund and recovery for overpayment of claims shall be the difference between the amount actually paid by the Company and 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, 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 their last known residence or mailing address and offset against the amount of any refund of Premium due the Insured Person to the full extent of the refund due to the Company.

**(24) 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 their healthcare providers and suppliers understand the status, scope and extent of available benefits and coverage under this insurance, provided, however, that no statement made by any agent, employee or representative of the Company or the Plan Administrator will be deemed or construed as an actionable representation, promise or 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, claim adjudications, final payments, 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 coverage 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 their 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 and complying with the CONDITIONS AND GENERAL PROVISIONS, COOPERATION provision.

**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 meet all of the following requirements:

- (1) not be a Habitual Resident of the United States
- (2) not be a citizen of the Destination Country
- (3) be at least fourteen (14) days old and less than seventy-nine (79) years of age
- (4) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's Spouse, Child and/or Grandchild
- (5) pay the required Premium on or before the Effective Date of Coverage
- (6) receive written acceptance of their Application, renewal or extension from the Company
- (7) on the Effective Date and on subsequent renewal dates, must have legally departed the Country of Residence and legally entered or in transit to the Destination Country

**E. PRE-CERTIFICATION 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 their 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 coverage, 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 this insurance, 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. 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 their family members or guardians, Treating Physicians and other healthcare providers. If the Insured Person and their 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 up to the amount shown in the BENEFIT SUMMARY incurred in relation thereto, subject to all Terms of this insurance. Eligibility for and payment of benefits are subject to all of the Terms of this insurance.

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

- (a) Extended Care Facility
- (b) Home Nursing Care
- (c) Inpatient Hospitalization
- (d) Surgery or Surgical procedure.

(2) **GENERAL REQUIREMENTS:** To comply with the Pre-certification requirements of this insurance for the Treatments and/or supplies or services listed in the SPECIFIC REQUIREMENTS provision, above, the Insured Person or their Physician or healthcare provider must perform all of the following:

- (a) contact the Company through the Plan Administrator at the contact information below and on the Insured Person's ID card as soon as possible and before the Treatment or supply is to be obtained.

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.imglobal.com/member/precertification](http://www.imglobal.com/member/precertification)

- (b) comply with the instructions of the Company and submit any information or documents required by the Company

- (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 OF PRE-CERTIFICATION REQUIREMENTS:** If the Insured Person or their healthcare providers do not comply with the Pre-certification requirements for the Treatment or supplies identified in the SPECIFIC REQUIREMENTS subparagraphs above, or if such Treatment or supplies are not Pre-certified:

- (a) Eligible Medical Expenses incurred with respect to said Treatment and/or supplies will be reduced by the amount shown in the BENEFIT SUMMARY
- (b) the Deductible will be subtracted from the remaining amount
- (c) Coinsurance will be applied.

**(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.

The appeal must be sent to AkesoCare:

Phone: +1.317.655.4500, Option #2

Fax: +1.317.655.4505: ATTN: AkesoCare - Appeals

Email: ACM@akesocare.com

**F. ELIGIBLE MEDICAL EXPENSES:** Subject to the Terms of this insurance, and the insurance plan shown in the Declaration, the Company will reimburse the Insured Person up to the amount shown in the BENEFIT SUMMARY for the following costs, Charges and expenses incurred by the Insured Person during the Certificate Period with respect to an Illness or Injury suffered or sustained by the Insured Person during the Certificate Period and while this Certificate is in effect, so long as the Illness or Injury is covered under this Certificate, Charges are Usual, Reasonable and Customary, and Charges are incurred for Treatment or supplies that are Medically Necessary ("Eligible Medical Expenses"):

**(1) Charges incurred at a Hospital for Inpatient Treatment:**

- (a) daily room and board, nursing services, Ancillary Services including the use of the observation, operating, Treatment or recovery room
- (b) daily room and board, nursing services and Ancillary Services in an Intensive Care Unit
- (c) Extended Care Facility following an acute Hospital Inpatient stay are to be included in the per day Hospital room and board limits shown in the BENEFIT SUMMARY
- (d) services and supplies that are routinely provided by the Hospital to persons for use while an Inpatient including medications and to be included in the per day Hospital room and board limits shown in the BENEFIT SUMMARY
- (e) Surgery including services and supplies
- (f) Inpatient Physician and specialist consultation visits
- (g) surgeon and assistant surgeon including services and supplies
- (h) anesthetics and their administration by a Physician
- (i) private duty nursing

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

**(3) Charges incurred for Outpatient Treatment:**

- (a) Emergency Treatment of an Injury, even if Hospital confinement is not required
- (b) Emergency Treatment of an Illness; however, Charges for use of the Emergency room itself will not be covered unless the Insured Person is directly admitted to the Hospital as Inpatient for further Treatment of that Illness
- (c) Emergency Local Ambulance Transport necessarily incurred in connection with:
  - (i) an Injury



- (ii) an Illness resulting in Hospital confinement as an Inpatient
- (d) dressings, sutures, casts or other supplies that are Medically Necessary to be included in Physician visits
- (e) diagnostic testing using Radiology, ultrasonography or laboratory services. Laboratory services billed for professional component fees are covered if the pathologist has direct involvement in providing a written report or verbal consultation for specimen-specific pathology services
- (f) pre-admission testing
- (g) Outpatient Physician visit
- (h) Urgent Care Clinics and Walk-in Clinics
- (i) Teleconsultation or Virtual Physician Visit subject to the Outpatient Physician Maximum Limits shown in the BENEFIT SUMMARY
- (j) surgeon and assistant surgeon including services and supplies
- (k) anesthetics and their administration by a Physician
- (l) radiation therapy or Treatment, and chemotherapy
- (m) drugs that require a 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 (1) prescription
- (n) 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
- (o) Durable Medical Equipment, as defined herein, deemed to be Medically Necessary
- (p) 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
- (q) Emergency Dental Treatment and Dental Surgery necessary to restore or replace sound natural teeth lost or damaged in an Accident that is covered under this insurance
- (4) Charges incurred while in transit to the Destination Country if the Insured Person has legally departed from their Home Country on the Effective Date of coverage
- (5) Charges incurred while in transit to their Country of Residence if the Insured Person has legally departed the Host Country and expenses are incurred during the Period of Coverage
- (6) Charges for Treatment resulting from COVID-19/SARS-CoV-2

**G. ACUTE ONSET OF PRE-EXISTING CONDITIONS:**

- (1) Subject to the applicable Deductible and Coinsurance and the various limits and sub-limits set forth in the BENEFIT SUMMARY, and the Terms of this insurance, including without limitation the CONDITIONS AND RESTRICTIONS subparagraph below, and in the event the Insured Person suffers or experiences an Acute Onset 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 amount shown in the BENEFIT SUMMARY for Eligible Medical Expenses incurred during the Period of Coverage with respect to the Acute Onset of the Pre-existing Condition.
- (2) **CONDITIONS AND RESTRICTIONS:** To be eligible for the foregoing limited coverage and benefits for an Acute Onset of a Pre-existing Condition, the Insured Person must be in compliance with all Terms of this insurance. The Company will provide such coverage and benefits only when all of the following conditions and restrictions have been met. At the time of the Acute Onset of the Pre-existing Condition:
  - (d) Treatment must be obtained within twenty-four (24) hours of the sudden and Unexpected outbreak or reoccurrence
  - (e) the Insured Person must be under seventy (70) years of age
  - (f) 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
  - (g) the Insured Person must not be traveling with the intent or purpose to seek or obtain Treatment for the Pre-existing Condition
  - (h) 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
  - (i) the Pre-existing Condition must have been stabilized for at least thirty (30) days prior to the Effective Date without change in Treatment

(j) the Insured Person must be traveling outside their Country of Residence.

**H. COMMON CARRIER ACCIDENTAL DEATH:** Subject to the Terms of this insurance, including the EXCLUSIONS provision, and in the event of an Unexpected death of an Insured Person during the Certificate Period as a result of an Accident that occurred during the Certificate Period and while the Insured Person was traveling on a Common Carrier, the Company will reimburse a Common Carrier Accidental Death benefit up to the amount shown in the BENEFIT SUMMARY provided, however, that such Common Carrier Accidental Death benefits shall not exceed the maximum amount shown in the BENEFIT SUMMARY per Family involved in the same Accident.

(1) 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
- (b) to the Insured Person's closest surviving Relative
- (c) the Insured Person's estate
- (d) to a claimant entitled to payment under applicable small estate affidavit laws.

**I. EMERGENCY MEDICAL EVACUATION:**

(1) Subject to the Maximum Limit set forth in the BENEFIT SUMMARY, and the other Terms of this insurance, including the EXCLUSIONS provision and the CONDITIONS AND RESTRICTIONS subparagraphs 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 outside the Insured Person's Home Country during the Certificate Period:

- (a) Emergency air transportation to a suitable airport nearest to the Hospital where the Insured Person will receive Treatment
- (b) Emergency ground transportation necessarily preceding Emergency air transportation and from the destination airport to the Hospital where the Insured Person will receive Treatment
- (c) 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 Country of Residence, at the Insured Person's option.

(2) **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. The Company will provide Emergency Medical Evacuation benefits only when all of the following conditions and restrictions are met:

- (a) The Company will provide Emergency Medical Evacuation benefits only when the Insured Person is outside their Country of Residence when the condition giving rise to the Emergency Medical Evacuation arises. The Company will not provide Emergency Medical Evacuation from the Insured Person's Country of Residence to any other country, or to another location within the Insured Person's Country of Residence
- (b) Medically Necessary Treatment cannot be provided locally
- (c) transportation by any other means or methods would result in loss of the Insured Person's life or limb within twenty-four (24) hours, based upon a reasonable medical certainty
- (d) Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subparagraphs (a) and (b), above
- (e) Emergency Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person
- (f) 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
- (g) the condition, Illness, Injury or occurrence giving rise to the need for the Emergency 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 that would have caused a reasonably prudent person to seek medical attention prior to the onset of the Emergency
  - (ii) was not a Pre-existing Condition.

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 their Country of Residence at their option, but in such event the Insured Person shall be solely responsible for all costs and expenses in excess of the amounts that would have been incurred had the Insured Person used the nearest qualified Hospital. If a Hospital other than the nearest qualified Hospital is selected by the Insured Person, then 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 the CONDITIONS AND RESTRICTIONS subparagraph, 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 that 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, they will cooperate fully as required by the CONDITIONS AND GENERAL PROVISIONS, COOPERATION provision. 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.

- J. INCIDENTAL TRIP:** As an accommodation and supplemental benefit and subject to the Terms of this insurance, the Insured Person will be covered under this insurance during incidental return trips to their Country of Residence up to the number of days shown in the BENEFIT SUMMARY during the Certificate Period beginning with the date the Insured Person first arrives back in their Country of Residence provided that:

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

- K. PUBLIC HEALTH EMERGENCY:** Subject to all other Terms of this insurance, in the event of a Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster, that may affect an Insured Person's health, the Company will cover an Illness or Injury incurred during the Period of Coverage and caused by the Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster when, prior to the issuance of a Travel Warning for the Destination Country or a Global Travel Warning:

- (1) the Effective Date of Coverage has occurred; and
- (2) the Insured Person has arrived in the Destination Country or Affected Area.

In the event that the applicable Travel Warning is removed for the Destination Country or Affected Area, coverage for an Illness or Injury incurred during the Period of Coverage after the Travel Warning is removed, which was caused by the Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster will be considered by the Company the same as any other Illness or Injury, subject to all other Terms and conditions of this insurance.

Notwithstanding the above provisions of this section PUBLIC HEALTH EMERGENCY, COVID-19/SARS-CoV-2 shall be considered by the Company the same as any other Illness or Injury, subject to all other Terms and conditions of this insurance.

- L. RETURN OF MORTAL REMAINS:** In the event of the death of the Insured Person during the Certificate Period as a result of an Illness or Injury covered under this insurance while the Insured Person is outside of their Country of Residence, the Company will reimburse the authorized personal representative or the estate of the Insured Person up to the amount shown in the BENEFIT SUMMARY for the costs and expenses incurred to return the Insured Person's Mortal Remains to their Country of Residence 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 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 up to the amount shown in the BENEFIT SUMMARY for 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. Coverage is not provided for burial and cremation costs incurred for religious practitioners, flowers, music, food or beverages.

**M. EXCLUSIONS:** Except as expressly provided for in the BENEFIT SUMMARY, all Charges, costs, expenses and/or claims 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) ECONOMIC SANCTIONS:** The Company will not cover any person as an Insured Person if such cover would result in the Company being exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom or the United States of America.

**(2) WAR; MILITARY ACTION; TERRORISM:** 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 the Insured Person's active and voluntary planning or coordination of or participation in any of the following acts or event 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, insurgency, rebellion, revolution, military or usurped power
- (c) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege
- (d) 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
- (e) any use of radiological, chemical, nuclear or biological weapons or any other radiological, chemical, nuclear or biological events of any type (including in connection with an act of Terrorism)
- (f) any 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 he/she was a victim, innocent bystander, and there was no contributory fault chargeable to the Insured Person.

**(3) PRE-EXISTING CONDITIONS:** Charges resulting directly or indirectly from or relating to any Pre-existing Condition, defined as a medical or health condition (whether physical or mental, regardless of the cause of the condition) are excluded from coverage under this insurance

**(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 of Newborns are excluded from this insurance

**(5) MENTAL OR NERVOUS DISORDERS:** Charges for Treatment of Mental or Nervous Disorders are excluded from coverage under this insurance.

**(6) PREVENTATIVE CARE:** Charges for Routine Physical Examinations and immunizations are excluded from coverage under this insurance

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

- (a) not incurred, obtained or received by an Insured Person during the Certificate Period
- (b) not presented to the Company for payment by way of a completed Proof of Claim within one hundred eighty (180) days from the date such Charges are incurred
- (c) not administered or ordered by a Physician
- (d) not Medically Necessary for the diagnosis, care or Treatment of the physical or mental condition involved. This also applies when and if they are prescribed, recommended or approved by the attending Physician
- (e) provided at no cost to the Insured Person or for which the Insured Person is not otherwise liable
- (f) in excess of Usual, Reasonable and Customary
- (g) related to Hospice Care

- (h) incurred by an Insured Person who was HIV + on or before the Initial Effective Date of this insurance, whether or not the Insured Person had knowledge of their 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. This exclusion includes Charges for any Treatment or supplies 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
  - (i) provided by or at the direction or recommendation of a chiropractor, unless ordered in advance by a Physician
  - (j) performed or provided by a Relative of the Insured Person
  - (k) not expressly included in the ELIGIBLE MEDICAL EXPENSES provision
  - (l) provided by a person who resides or has resided with the Insured Person or in the Insured Person's home
  - (m) required or recommended as a result of complications or consequences arising from or related to any Treatment, Illness, Injury, or supply received prior to coverage under this insurance or that is excluded from coverage or which is otherwise not covered under this insurance
  - (n) for Congenital Disorders and conditions arising out of or resulting therefrom
- (8)** Telehealth or Telemedicine services not considered Medically Necessary as determined by the Company under the plan
  - (9)** Charges incurred for failure to keep a scheduled appointment
  - (10)** Charges incurred for Surgeries, Treatment or supplies which are Investigational, Experimental and for research purposes
  - (11)** Charges incurred 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, drugs, recombinant adeno-associated virus vector-based gene therapy, and other Medication Treatments associated with diagnoses related to genetic testing and discovery, genetic screening, risk assessment, preventive and prophylactic surgeries recommended by genetic testing, and/or any procedures used to determine genetic pre-disposition, provide genetic counseling, or administration of gene therapy
  - (12)** Charges incurred for testing that attempts to measure aspects of an Insured Person's mental ability, intelligence, aptitude, personality and stress management. Such testing may include but is not limited to psychometric, behavioral and educational testing
  - (13)** Charges incurred for Educational or Rehabilitative Care that specifically relates to training or retraining an Insured Person to function in a normal or near-normal manner. Such care may include but is not limited to job or vocational training, counseling, occupational therapy and speech therapy
  - (14)** Charges for 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
  - (15)** Charges for 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)
  - (16)** Charges or Treatment for 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
  - (17)** Elective Surgery or Treatment of any kind
  - (18)** Charges incurred for any Treatment or supply that either promotes or prevents or attempts to promote or prevent conception, insemination (natural or otherwise) or birth, including but not limited to: artificial insemination; oral contraceptives; Treatment for infertility or impotency; vasectomy; reversal of vasectomy; sterilization; reversal of sterilization; surrogacy or abortion
  - (19)** Charges incurred for any Treatment or supply that either promotes, enhances or corrects or attempts to promote, enhance or correct impotency or sexual dysfunction
  - (20)** any Illness or Injury sustained while taking part in, practicing or training for: Amateur Athletics; Professional Athletics; or athletic activities that are sponsored by any Governing Body or Authority including but not limited to the National Collegiate Athletic Association, any other collegiate sanctioning or Governing Body or the International Olympic Committee
  - (21)** 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; wildlife safaris; and windsurfing
  - (22)** any Illness or Injury sustained while taking part in activities designated as Extreme Sports, which include but are in no way limited to the following (and include any combination or derivative of the following): BASE jumping; cave diving; cliff diving; downhill mountain biking and racing; extreme skiing; freediving; free flying; free running; free skiing; freestyle scootering; gliding; heli-skiing; ice canoeing; ice climbing; kitesurfing; mixed martial arts; motocross; motorcycle racing; motor rally; mountaineering above elevation of 4500 meters from Ground Level; parkour; piloting a commercial or non-commercial

aircraft; powerbocking; scuba diving or sub aqua pursuits below a depth of 40 meters; snowmobile racing; truck racing; whitewater kayaking or whitewater rafting Class VI and higher difficulty; and wingsuit flying

- (23) any Illness or Injury sustained while taking part in snow skiing, snowboarding or snowmobiling where the Insured Person is in violation of applicable laws, rules or regulations of a ski resort, out of bounds or in unmarked or unpatrolled areas
- (24) any Illness or Injury sustained while taking part in backcountry skiing
- (25) any Illness or Injury sustained while taking part in skiing off-piste
- (26) any Illness or Injury sustained while taking part in Collision Sports
- (27) any Illness or Injury sustained while taking part in athletic or recreational activities where the Insured Person is not physically or medically fit or does not hold the necessary qualifications to engage in said activities
- (28) 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
- (29) 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
- (30) 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
- (31) any Injury or Illness sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs in excess of the applicable blood/alcohol legal limit, 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
- (32) any willfully Self-inflicted Injury or Illness
- (33) any sexually transmitted or venereal disease
- (34) any testing for the following when not Medically Necessary: HIV, seropositivity to the AIDS virus, AIDS-related Illnesses, ARC Syndrome, AIDS
- (35) 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
- (36) any Substance Abuse
- (37) biofeedback, acupuncture, music, occupational, recreational, sleep, speech, or vocational therapy
- (38) orthoptics, visual therapy or visual eye training
- (39) any non-surgical 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
- (40) hair loss, including without limitation wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a Physician
- (41) any sleep disorder, including without limitation sleep apnea
- (42) any exercise and/or fitness program or equipment, whether or not prescribed or recommended by a Physician
- (43) any exposure to any non-medical nuclear or atomic radiation, and/or radioactive material(s)
- (44) any organ or tissue or other transplant or related services, Treatment or supplies
- (45) any artificial or mechanical devices designed to replace human organs temporarily or permanently after termination of Inpatient status
- (46) any efforts to keep a donor alive for a transplant procedure
- (47) any Illness or Injury incurred in the Destination Country, Affected Area or Country of Residence as a result of a Public Health Emergency of International Concern, Epidemic, Pandemic, other disease outbreak, or Natural Disaster, that may affect an Insured Person's health, unless coverage is expressly provided under the PUBLIC HEALTH EMERGENCY provision of this insurance

This exclusion DOES NOT apply to Charges resulting from COVID-19/SARS-CoV-2.

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

- (49) 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
- (50) Charges incurred for Treatment or supplies for temporomandibular joint (TMJ) including but not limited to TMJ syndrome, craniomandibular syndrome, chronic TMJ pain, orthognathic Surgery, Le-Fort Surgery or splints
- (51) Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance
- (52) Charges incurred while in the Insured Person's Country of Residence or as otherwise expressly provided for hereunder
- (53) Except as otherwise expressly provided for in this insurance, 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 (FDA) or which are considered "off-label" drug use; and for drugs or medicines not prescribed by a Physician
- (54) any Treatment for an Illness or Injury requiring an unapproved U.S. Food and Drug Administration (FDA) medical product, services, Surgery, Surgical Procedure, prescription medication, drug, biological product, Durable Medical Equipment (DME) or device when an Emergency Use Authorization (EUA) is in place issued by the U.S. Food and Drug Administration (FDA)
- (55) Charges incurred at a Hospital or Facility when the Insured Person checks themselves out Against Medical Advice of their Physician and leaves before reaching a Medically Necessary specified endpoint of Treatment
- (56) Charges incurred for the Worsening of an Illness or Injury after the Insured Person left a Hospital or Facility Against Medical Advice or was a Discharge Against Medical Advice
- (57) Charges incurred for Treatment or services provided in the home
- (58) Charges incurred for prosthetics or orthotics
- (59) 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 as an Inpatient
- (60) Charges incurred for massage therapy
- (61) Charges for Treatment of an Illness or Injury for which payment is made or available through a workers' compensation law or a similar law
- (62) Charges incurred for Dental Treatment, except as specifically provided for hereunder

**N. 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 directly caused by external, visible means and resulting in physical Injury to the Insured Person.

**Acute Onset of Pre-existing Condition:** A sudden and Unexpected outbreak or reoccurrence that is of short duration, is rapidly progressive, and requires urgent medical care. A Pre-existing Condition that is chronic or congenital, or that gradually becomes worse over time is not an Acute Onset of Pre-existing Condition. An Acute Onset of Pre-existing Condition does not include any condition for which, as of the Effective date, the Insured Person (i) knew or reasonably foresaw he/she would receive, (ii) knew he/she should receive, (iii) had scheduled, or (iv) were told that he/she must or should receive, any medical care, drugs or Treatment.

**Adventure Sports:** Activities undertaken for the purposes of recreation, an unusual experience or excitement. These activities are typically undertaken outdoors and involve a medium degree of risk.

**Affected Area(s):** Any and all countries, states, provinces, territories, cities or other areas experiencing ongoing transmission of an Epidemic, Pandemic or other disease outbreak, or Natural Disaster.

**Against Medical Advice; Discharge Against Medical Advice:** Against Medical Advice, or AMA, sometimes known as DAMA, Discharge Against Medical Advice, is a term used with a patient who checks themselves out of a Hospital against the advice of their Treating Physician.

**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. Amateur Athletics does not include athletic activities that are non-organized, non-Collision, and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes.

**Ancillary Services:** All Hospital services for a patient other than room and board and professional services. Laboratory tests and Radiology are examples of Ancillary Services.

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

**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 Mutual Wealth Management Group, Carmel, IN.

**Authorization for Release of Medical Information:** A written authorization by the Insured Person for health providers to release medical records and information regarding their past and current Treatment.

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

- (a) the termination date specified in the Declaration
- (b) the termination date as determined in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision.

**Certificate; Certificate of Insurance:** This document as issued to the Insured Person, that describes and provides an outline and evidence of eligible coverages and benefits payable to or for the benefit of the Insured Person under the insurance contract, which includes the Master Policy, Application, Declaration and any Riders.

**Charges:** Any cost, fee or tax incurred for Eligible Medical Expenses incurred in the Treatment of an Injury or Illness.

**Child; Children:** An Insured Person who is at least fourteen (14) days old but less than nineteen (19) years of age.

**Class VI:** A section of a river, stream or other waterway or watercourse where the current moves with enough speed or force to meet, but not to exceed, the qualifications of Class VI as determined by the International Scale of River Difficulty or as commonly published by a local authority or government agency.

**Coinurance:** The payment by or obligations of the Insured Person for payment of ELIGIBLE MEDICAL EXPENSES at the percentage specified in the BENEFIT SUMMARY contained herein and not including any applicable Deductible.

**Collision Sports:** A sport in which the participants purposely hit or collide with each other or inanimate objects, including the ground, with great force and limited to the following (or other similar style) sports: American football, boxing, ice hockey, lacrosse, full contact martial arts, rodeo, rugby and wrestling.

**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 water 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 SiriusPoint Specialty Insurance Corporation, located at 140 Broadway, 32<sup>nd</sup> Floor, New York, New York 10005. This insurance and its risks are underwritten by the Company as the insurer and carrier, and the Company is solely obligated and liable for the coverage and benefits provided by this insurance.

**Congenital Disorder:** Any abnormality, deformity, disease, illness, injury or medical condition present at birth, whether diagnosed or not.

**Country of Residence:** Any country of which the Insured Person is a Habitual Resident.

**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 (and/or upon renewal hereof) evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate.

**Deductible:** The dollar amount, as selected on the Application and specified in the Declaration, that the Insured Person must pay of ELIGIBLE MEDICAL EXPENSES per Period of Coverage prior to receiving benefits or coverage under this insurance, and not including any applicable Coinsurance.

**Dental Provider; Dentist:** A person duly licensed to practice dentistry in the state or country in which the dental service is rendered.

**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.



**Destination Country:** All the geographical areas within the United States.

**Durable Medical Equipment (DME):** Exclusively the following items: a standard basic hospital bed, standard basic wheelchair or the initial orthopedic prosthetic.

**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 job training, counseling, vocational or occupational therapy, and speech therapy.

**Effective Date; Effective Date of Coverage:** The later of (a) the date of coverage for the Insured Person as indicated on the Declaration or (b) the date that the Insured Person departs their Country of Residence.

**Elective:** Any Treatment or Surgery that is elected by the Insured Person, a Physician or a medical provider, that is scheduled in advance, is not urgent, and does not involve a medical Emergency.

**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. Immediate medical intervention and attention is required as a result of a severe, life-threatening or potentially disabling condition.

**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 following the recommendation by the attending Physician who certifies, to a reasonable medical certainty, that the Insured Person has experienced:

- (a) 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
- (b) where Medically Necessary Treatment cannot be provided locally, either in the Facility of the attending Physician or another local Facility.

**Emergency Use Authorization (EUA):** A temporary authorization issued by the U.S. Food and Drug Administration (FDA) to allow the use of unapproved medical product, service, a Surgery or Surgical Procedure, prescription medication, drug, biological product, Durable Medical Equipment (DME) or device; or by allowing an otherwise unapproved use or application of an approved medical product, service, Surgery or Surgical Procedure, prescription medication, drug, biological product, Durable Medical Equipment (DME) or device.

**Epidemic:** The occurrence of more cases of disease than expected in a given area or among a specific group of people over a particular period of time.

**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 by the U.S. Food and Drug Administration (FDA); new drug procedure or service combinations; 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 twenty-four (24) hour skilled nursing care under the regular supervision of a Physician and the direct supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed by a Physician; and provides each patient with active Treatment of an Illness or Injury. Extended Care Facility does not include a Facility primarily for rest, the aged, Substance Abuse, Custodial Care, nursing care, or for care of Mental or Nervous Disorders or the mentally incompetent.

**Extreme Sports:** Recreational activities involving a high degree of risk. These activities often involve speed, height, a high level of physical exertion, and/or highly specialized gear and often carry the potential risk of serious or permanent physical Injury and even death.

**Facility:** Licensed health care entity such as a Hospital, clinic, rehabilitation, and/or Extended Care Facility.

**Family:** An Insured Person and their Spouse who is covered as an Insured Person under this insurance plan and their natural Child or Children or any Grandchild or Grandchildren who are under the age of eighteen (18) and covered as Insured Persons under this insurance plan.

**Global Travel Warning:** A published statement, warning or advisory, including any website document, issued by the United States Centers for Disease Control & Prevention (CDC), United States Department of State, United States Bureau of Consular Affairs, or similar government or non-governmental agency of the Insured Person's Country of Residence or Destination Country, warning that any global travel (travel anywhere) poses serious risks to health, safety and security or exposes the Insured Person to a greater likelihood of life-threatening risks, including all United States Department of State global advisories or global warnings Levels "3 - reconsider travel" and "4 -do not travel" and CDC global advisories or global warnings Level "3 – avoid nonessential travel" or any higher level. When multiple government or non-governmental agencies have issued different levels of warnings or advisories, the highest warning or advisory applicable to the Insured

Person's Country of Residence or Destination Country will be considered for coverage under this insurance. For the avoidance of doubt, a Global Travel Warning covers all Affected Areas, including the United States of America and all of its territories.

**Governing Body or Authority:** A nationally-recognized controlling organization for a sport or activity, or an organization that provides guidelines and recommendations in safety practices for a sport or activity.

**Grandchild; Grandchildren:** An Insured Person who is at least fourteen (14) days old but less than nineteen (19) years of age.

**Ground Level:** The lowest point at the bottom of the mountain.

**Habitual Residence; Habitual Resident:** Means the country where the Insured Person maintains their primary residence or usual place of abode.

**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 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 that are directed toward the Convalescent care of a patient, provided always that such care is Medically Necessary and in lieu of Medically Necessary Inpatient care. Home Nursing Care does not include services or Treatment primarily for Custodial Care or rehabilitative purposes.

**Hospice; Hospice Care:** Care provided in an Inpatient Facility or at a patient's home.

**Hospital:** An institution which operates as a Hospital pursuant to law; is licensed by the state or country in which it operates; operates primarily for the reception, care, and Treatment of sick or injured persons as Inpatient; provides twenty-four (24) hour nursing service by Registered Nurses on duty or call; has a staff of one (1) or more Physicians available at all times; provides organized Facilities and equipment for diagnosis and Treatment of acute medical or surgical conditions or Mental or Nervous Disorders on its premises; and is not primarily a long-term care Facility, Extended Care Facility, nursing, rest, Custodial Care, convalescent home, 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.

**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 disorders 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 a single 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.

**IMG Claim Form:** A form which allows the Insured Person to request reimbursement or direct payment for medical services.

**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.

**Initial Effective Date:** The date the Insured Person originally obtains coverage under this insurance plan and maintains continuous unbroken coverage thereafter.

**Injury:** Bodily injury resulting or arising directly from an Accident. All Injuries resulting or arising from the same Accident shall be deemed to be a single 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 that person will occupy a bed and (a) remain at least overnight or (b) is expected to need Hospital care for twenty-four (24) hours or more.

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

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

**Investigational:** Any Treatment that includes drugs, procedures, or services that are still in the clinical stages of evaluation and not yet approved for use by the U.S. Food and Drug Administration (FDA) including an Emergency Use Authorization by the FDA.

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

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

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

**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 their 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; 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 Disorders does not include Substance Abuse.

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

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

**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.

**Pandemic:** A global outbreak of a disease.

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

**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 North Meridian Street, Indianapolis, Indiana, 46208, Telephone Number +1.317.655.4500, or +1.800.628.4664, Fax Number +1.317.655.4505, Website: <http://www.imglobal.com>, Email: [insurance@imglobal.com](mailto:insurance@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, any Riders 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.

**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

(3) 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.

**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.

**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 their participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

**Proof of Claim:** Duly completed and signed claim form, authorization to release medical information, Physician, Hospital and other healthcare provider's statement detailing the cost and services rendered and proof of payment for services rendered. Refer to the PROOF OF CLAIM provision for further details.

**Public Health Emergency of International Concern:** A formal declaration by the World Health Organization (WHO) of an extraordinary event which is determined to constitute a public health risk through the international spread of disease, Epidemic, Pandemic and potentially requires a coordinated international response.

**Radiology:** Specialty services that use medical imaging to diagnose and Treat an Illness or Injury seen within the body. Imaging techniques used in Radiology include x-ray, radiography, ultrasound, computed tomography (CT), nuclear medicine, including positron emission tomography (PET), and magnetic resonance imaging (MRI).

**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 their name.

**Relative:** A parent, legal guardian, Spouse, son, daughter, Grandchild 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 Examination:** 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.

**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 their personal Injury or Illness. Self-inflicted specifically includes failure of an Insured Person to follow their doctor's orders, complete prescriptions as directed, or follow any health care protocol or procedures designed to return or maintain their health.

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

**Stacked Insurance:** Purchasing the same or like insurance product through the Company, for the same area of coverage, for the same or similar coverage period, and for the same coverage intent to increase a claims payout.

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

**Surgery; 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.

**Superbill:** An itemized list of all services provided to the Insured Person by a Physician or medical provider.

**Teleconsultation:** Treatment of an Illness or Injury involving the Insured Person and a Physician at different locations, and who are connected by video, audio and computers.

**Telehealth:** The distribution of health-related services and information via electronic information and telecommunication technologies. It allows long-distance patient and clinician contact, care, advice, reminders, education, intervention, monitoring, and remote admissions.

**Telemedicine:** A process where an Insured Person is teleconferenced for a Teleconsultation with a qualified Physician but is attended at the remote point by a Telepresenter. This Telepresenter may be equipped with either an exam camera or a stethoscope, and possibly other medical equipment as well, for the purpose of using those medical devices to gather and relay data to the Physician's office or to the Treating Physician.

**Telepresenter:** A medical assistant who is present with the Insured Person during a Teleconsultation led by a remote Physician.

**Terms:** All Terms, provisions, conditions, definitions, Deductibles, Coinsurance, limits, sub-limits, limitations, wordings, restrictions, requirements, qualifications and/or exclusions that bind the Insured Person as set forth in the Master Policy, Application and any Riders.

**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 or international organization to do or to abstain from doing an act.

**Travel Warning; Emergency Travel Advisory:** A published statement, warning or advisory, including any website document, issued by the United States Centers for Disease Control & Prevention (CDC), United States Department of State, United States Bureau of Consular Affairs, or similar government or non-governmental agency of the Insured Person's Country of Residence or Destination Country, warning that travel to Affected Areas poses serious risks to health, safety and security or exposes the Insured Person to a greater likelihood of life-threatening risks, including all United States Department of State Travel Advisories or Warnings Levels "3 - reconsider travel" and "4 -do not travel" and CDC Travel Advisories or Warnings Level "3 – avoid nonessential travel" or any higher level. When multiple government or non-governmental agencies have issued different levels of warnings or advisories, the highest warning or advisory applicable to the Insured Person's Country of Residence or Destination Country will be considered for coverage under this insurance. For the avoidance of doubt, a Travel Warning covers all specified Affected Areas, including the United States of America as applicable.

**Treated; Treating; Treatment:** Any and all services and procedures rendered in the management and/or care of a patient for the purpose of identifying, diagnosing, treating, curing, preventing, controlling and/or combating any Illness or Injury, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic testing or evaluation of any kind, pharmacotherapy or other medication, and/or Surgery.

**Treating Physician:** A Physician providing Treatment to an Insured Person.

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

**Universal Billing Form:** UB 04 and CMS 1500 forms, which are standard and uniform forms in the healthcare industry to submit insurance claims to Medicare or other health insurance companies for reimbursement.

**Urgent Care Clinic:** A standalone Facility or a Facility located inside a Hospital that staffs Physicians, nurse practitioners (NP) or physician assistants (PA). Urgent Care Clinics provide medical services that are not life-threatening Injuries or Illnesses. Urgent Care Facilities have onsite x-ray equipment and provide Treatment for more severe urgent care services such as broken bones, burns and other non-emergent conditions that Walk-in Clinics are unable to treat.

**Usual, Reasonable and Customary:** A typical and reasonable amount of 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; whether the services or supplies were unbundled or should have been included in the allowance of another service; 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.

**Virtual Physician Visit:** A live consultation conducted over the internet or phone between Physician and the Insured Person.

**Walk-in Clinic:** A medical Facility that provides medical services for a minor Injury or Illness. The clinics are often found in or near retail establishments or pharmacies. The staff providing medical services are nurse practitioners and physician assistants.

**Worsening:** Deterioration of an Insured Person's medical condition, symptoms or diagnosis that may lead to further complications following a Discharge Against Medical Advice or an increased likelihood or need for readmission.

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# Visitors Care<sup>®</sup> Platinum Certificate of Insurance

*Plan Administered by:*



*Plan Underwritten by:*

