



## INTERNATIONAL STUDENT ACCIDENT AND SICKNESS INSURANCE

### 留学无忧 – *ScholarAmSure Select Plan*

## EVIDENCE OF COVERAGE

<b>COMPANY:</b>	<b>C&amp;F Cayman SPC</b>
<b>POLICYHOLDER:</b>	<b>Fairmont Specialty Trust</b>
<b>POLICY NAME:</b>	<b>ScholarAmSure [Non-ACA Plan C]</b>
<b>PARTICIPATING ORGANIZATION:</b>	<b>Safe Passage International Student Programs, LLC</b>
<b>CLAIMS ADMINISTRATOR:</b>	<b>Administrative Concepts Inc.</b>
<b>POLICY NUMBER:</b>	<b>CC004713</b>
<b>EFFECTIVE DATE:</b>	<b>As shown on Plan Participant's ID Card</b>
<b>UMR:</b>	<b>B115R180022</b>

The Policy is issued by C&F Cayman SPC (herein referenced as "the Company") for and on behalf of the Participating Organization to the Fairmont Specialty Trust located in the Cayman Islands.

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

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

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

This Evidence of Coverage is issued to the Plan Participant on behalf of the Company and states all the terms and conditions of the Policy.

The Company has issued a Master Policy, identified above, to the Participating Organization. The Plan insures persons who qualify under its terms. The provisions of the Plan which are important to you as an eligible participant are set forth in this Evidence of Coverage. Any difference between this English version of the Evidence of Coverage and a translation into any other language will be settled according to the English version.

**THIS IS LIMITED BENEFIT SHORT DURATION COVERAGE.**

**READ IT CAREFULLY.**

**THE POLICY IS NOT RENEWABLE.**



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## SCHEDULE OF BENEFITS

### CLASSES OF ELIGIBLE PERSONS:

A person may be covered only under one Class of Eligible Persons even though He or She may be eligible under more than one class. Also, a person may not be covered as a Dependent and a Plan Participant at the same time.

**Class 1:** Non-United States Citizen traveling outside their Home Country, having his or her true, fixed and permanent home and principal establishment outside of the United States, and holds a current and valid passport, and visa, is involved in educational activities, and is actively enrolled in classes.

**Class 2:** Spouses of the above eligible Class, who is considered to be a covered Class, and whose Application has been accepted by the Company.

Natural or legally adopted Dependent unmarried children of an above eligible Class, who is considered to be a covered Class, and whose Application has been accepted by the Company.

## ACCIDENT AND SICKNESS BENEFITS

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Principal Sum:	\$25,000
Time Period for Loss:	365 days

#### Loss of:

#### Benefit:

	<u>(Percentage of Principal Sum)</u>
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing (both ears)	100%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Loss of Thumb and Index Finger of the Same Hand	25%



## ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFITS

Benefits will be provided only for the Coverages listed below and will be paid only up to the amounts shown.

**Annual Maximum for all Medical Expenses:** Network Provider: Unlimited  
Non-Network Provider: \$1,000,000

**Per Injury or Sickness Maximum for all Medical Expenses:** Network Provider: \$500,000  
Non-Network Provider: \$500,000

**Deductible Per Plan Participant Per Injury or Sickness:** Network Provider: \$25  
Non-Network Provider: \$50

*(The Deductible and Coinsurance will be waived when treatment is rendered at the Student Health Center.)*

**Pre-Existing Conditions:** 6 month waiting period

**Initial Treatment Period:** 60 Days from the date of Injury or Sickness

**Out-of-Pocket Maximum Per Plan Participant Per Policy Period:** Network Provider: \$2,000  
Non-Network Provider: \$5,000

**Coinsurance:** In-Network: 100% of the Preferred Allowance  
Out-of-Network: 80% of Usual, Reasonable & Customary (URC) Charges

**Terms of Payment:** Full Excess

*After the Deductible has been satisfied, benefits will be paid as listed below for the Provider selected.*



BENEFIT COVERAGE	BENEFIT AMOUNT	
	In-Network Provider Benefit	Out-of-Network Provider Benefit
<b>Hospital Room &amp; Board Benefit</b> <i>(Routine newborn care up to \$500 maximum)</i>	100% of Preferred Allowance	80% of URC
<b>Intensive Care/Cardiac Care Unit Benefit</b>	100% of Preferred Allowance	80% of URC
<b>Hospital Miscellaneous Expense Benefit</b>	100% of Preferred Allowance	80% of URC
<b>Surgeon (In or Outpatient) Benefits</b>	100% of Preferred Allowance	80% of URC
<b>Assistant Surgeon Benefit</b>	20% of Surgeon's Fees	20% of Surgeon's Fees
<b>Pre-Admission Testing Benefit</b>	100% of Preferred Allowance	80% of URC
<b>Anesthesia Benefit</b>	100% of Preferred Allowance	80% of URC
<b>Day Surgery Miscellaneous Benefit</b>	100% of Preferred Allowance	80% of URC
<b>Diagnostic X-Ray and Lab Benefit</b>	100% of Preferred Allowance	80% of URC

BENEFIT COVERAGE	BENEFIT AMOUNT	
	In-Network Provider Benefit	Out-of-Network Provider Benefit
<b>Ambulance Benefit</b>	100% of Preferred Allowance, up to \$500 maximum per trip	80% of URC, up to \$800 maximum per trip
<b>Physician Visit Benefit (Inpatient)</b>	100% of Preferred Allowance	80% of URC
<b>Physician Visit Benefit (Outpatient)</b>	100% of Preferred Allowance	80% of URC
<b>Consultant Physician Benefit</b>	100% of Preferred Allowance	80% of URC
<b>Radiation/Chemotherapy Benefit</b>	100% of Preferred Allowance	80% of URC
<b>Emergency Room Benefit</b>	100% of Preferred Allowance, subject to a \$200 copay ( <i>waived if admitted</i> ).	80% of URC, subject to a \$200 deductible ( <i>waived if admitted</i> ).
<b>Urgent Care Benefit</b>	100% of Preferred Allowance	80% of URC
<b>Acute Onset of a Pre-Existing Condition Benefit</b> ( <i>Up to \$10,000 during Pre-Existing Condition waiting period</i> )	100% of Preferred Allowance	80% of URC
<b>Pregnancy</b> ( <i>10 month waiting period except for Complications of Pregnancy</i> )	100% of Preferred Allowance	80% of URC

BENEFIT COVERAGE	BENEFIT AMOUNT	
	In-Network Provider Benefit	Out-of-Network Provider Benefit
<b>Maternity and Pre-Natal Care Expense Benefit</b> (10 month waiting period)	100% of Preferred Allowance up to \$10,000	80% of URC up to \$10,000
<b>Diabetes Treatment Expense Benefit</b> (after Pre-Existing Condition waiting period)	Paid same as any other Sickness	Paid same as any other Sickness
<b>Home Health Care Benefit</b> (100 visit maximum per Policy Period)	100% of Preferred Allowance	80% of URC
<b>Skilled Nursing Facility Benefit</b>	100% of Preferred Allowance	80% of URC
<b>MENTAL &amp; NERVOUS CONDITIONS EXPENSE BENEFIT AND ALCOHOL &amp; DRUG ABUSE EXPENSE BENEFIT</b> (No Student Health Center Coverage)		
In-Patient Expense	100% of Preferred Allowance, up to \$10,000 maximum	80% of URC, up to \$10,000 maximum
Out-Patient Expense	100% of Preferred Allowance, 30 visits maximum	80% of URC, 30 visits maximum
<b>Elective/Termination of Pregnancy Benefit</b>	100% of Preferred Allowance, up to \$500 maximum	80% of URC, up to \$500 maximum



BENEFIT COVERAGE	BENEFIT AMOUNT	
	In-Network Provider Benefit	Out-of-Network Provider Benefit
<b>Emergency Dental Expense Benefit</b>	100% of Preferred Allowance, up to \$250 per tooth, \$500 maximum	80% of URC, up to \$250 per tooth, \$500 maximum
<b>Palliative Dental</b>	100% of Preferred Allowance, up to \$100 maximum	80% of URC, up to \$100 maximum
<b>Physiotherapy Expense Benefit – Inpatient</b>	100% of Preferred Allowance	80% of URC
<b>Physiotherapy Expense Benefit – Outpatient</b> <i>(subject to review after 12 visits; no Student Health Center Coverage)</i>	100% of Preferred Allowance, up to \$50 maximum per day	80% of URC, up to \$50 maximum per day
<b>Durable Medical Equipment Expense Benefit</b>	100% of Preferred Allowance	80% of URC
<b>Athletic Sports Activity Benefit</b> <i>(\$6,000 maximum benefit per Injury)</i>	100% of Preferred Allowance	80% of URC
<b>Incidental International Trips Only Benefit</b> <i>(copays and deductibles do not apply)</i>	100% of URC	
<b>Extension of Accident and Sickness Medical Benefits</b>	100% of Preferred Allowance	80% of URC

PRESCRIPTION DRUG EXPENSE BENEFIT	Covered Percentage Aetna Pharmacy Network	Covered Percentage Non-Aetna Network



Covered Percentage:	80% of Actual Charges based on a 30-day supply per prescription	50% of Actual Charges based on a 30-day supply per prescription
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**NOTES:**

- We do not pay benefits for the amount of Eligible Expenses paid by You as Your Coinsurance or Co-pay amount.
- **Eligible Expenses** will be paid under the Inpatient benefits for Surgery and under the Outpatient benefits for Surgery, but not both for the same or related procedure.



## DEFINITIONS

The male pronoun includes the female whenever used.

For the purposes of the Policy the capitalized terms used herein are defined as follows:

Additional terms may be defined within the provision to which they apply.

**Accident** means an unforeseeable event which:

- 1) Causes Injury to one or more Plan Participants; and
- 2) Occurs while coverage is in effect for the Plan Participant.

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

**Benefit Period** means the period of time from the date of the Accident causing the Injury or Sickness for which benefits are payable, as shown in the Schedule of Benefits, and the date after which no further benefits will be paid.

**Caregiver** means an individual employed for the purpose of providing assistance with activities of daily living to the Plan Participant or to the Plan Participant's Immediate Family Member who has a physical or mental impairment. The Caregiver must be employed by the Plan Participant or the Plan Participant's Immediate Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**Child** means the Plan Participant's natural Child, adopted Child (or Child placed in the Plan Participant's home for purposes of adoption), foster Child, stepchild, or other Child for whom the Plan Participant has legal guardianship (proof will be required). A Child must reside with the Plan Participant in a parent-Child relationship. NOTE: In the event the Plan Participant shares physical custody of the Child with another parent, the requirement that the Child reside with the Plan Participant will be waived.

**Civil Union Partner** means a party to a civil union who is entitled to the same legal obligations, responsibilities, protections and benefits that are afforded a spouse. Throughout the Policy, a party to a civil union shall be included in any definition or use of the terms such as spouse, Immediate Family, dependent, next of kin, and other terms descriptive of spousal relationships. This includes the terms 'marriage' or 'married' or variations thereon. The term spouse or dependent includes civil union couples whenever used.

**Class** means a group of people defined by a common characteristic, including but not limited to demographic group and geographic region.

**Coinsurance** means the percentage of Eligible Expenses for which the Company is responsible for a specified covered service after the Deductible, if any, has been met.



**Company** means C&F Cayman SPC. Also hereinafter referred to as We, Us and Our.

**Complications of Pregnancy** means a condition which:

- When pregnancy is not terminated, requires medical treatment and whose diagnosis is distinct from pregnancy but is adversely affected by or are caused by pregnancy, such as: (a) acute nephritis; (b) nephrosis; (c) cardiac decompensation; (d) missed abortion; (e) eclampsia; (f) puerperal infection; (g) R.H. Factor problems; (h) severe loss of blood requiring transfusion; and (i) other similar medical and surgical conditions of comparable severity related to pregnancy.
- When pregnancy is terminated: (a) non-elective cesarean section; (b) ectopic pregnancy that is terminated; and (c) spontaneous termination of pregnancy during a period of gestation in which a viable birth is not possible;

Complications of Pregnancy will not include:

- False Labor;
- Occasional spotting;
- Physician prescribed rest during the period of pregnancy;
- Morning Sickness; and
- Similar conditions associated with the management of a difficult pregnancy but which are not a separate Complication of Pregnancy.

Delivery by cesarean section is considered a complication of pregnancy if the cesarean section is *non*-elective. A cesarean section will be considered non-elective if the fetus or mother is determined to be in distress and is in immediate danger of death, Sickness or Injury if a cesarean section is not performed. A cesarean section beyond one performed in any previous pregnancy will also be considered non-elective if vaginal delivery is medically inappropriate, or a vaginal delivery is attempted but discontinued due to immediate danger of death, Sickness or Injury to the Child or mother.

**Co-Payment** means a specified charge that the Plan Participant is required to pay when a medical service is rendered.

**Cosmetic Surgery** means the surgical alteration of tissue primarily for the improvement of appearance rather than to improve or restore bodily functions.

**Covered Accident** means an Accident that occurs while coverage is in force for a Plan Participant and results in a Covered Loss for which benefits are payable.

**Covered Loss or Covered Losses** means an accidental death, dismemberment, Sickness or other Injury covered under the Policy and indicated on the Schedule of Benefits.

**Custodial Care** means that type of care or service, wherever furnished and by whatever name called, that is designed primarily to assist a Plan Participant, whether or not totally disabled, in the activities of daily living.



**Deductible** means the dollar amount of Eligible Expenses which must be incurred and paid by the Plan Participant before benefits are payable under the Policy. It applies separately to each Plan Participant.

**Dentist** means a legally licensed doctor of dental surgery; dental medicine or dental science. A dental hygienist who works within the scope of his/her license, under the supervision of a Dentist, is a covered practitioner.

**Dependent** means a Plan Participant's:

- 1) lawful spouse, if not legally separated or divorced, or Domestic Partner, or Civil Union Partner.
- 2) unmarried Child(ren) under age 26.

The age limitations will not apply to a Plan Participant's unmarried Child who is dependent on the Plan Participant or other care providers for lifetime care and supervision, and incapable of self-sustaining employment by reason of mental or physical handicap that occurred before age 26. Proof of such dependence and incapacity must be furnished to the Company immediately upon enrollment or within 31 days of the Child reaching the age limitation. Thereafter proof will be required whenever reasonably necessary, but not more often than once a year after the 2-year period following the age limitation.

**Domestic Partner** means an opposite or same sex partner who, for at least 12 consecutive months, has resided with the Plan Participant and shared financial assets/obligations with the Plan Participant. Both the Plan Participant and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Plan Participant nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**Economy Transportation** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Plan Participant purchased for the Plan Participant's Trip.

**Elective Treatment and Procedures** means any Medical Treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by the Company to be research or experimental or that is not recognized as a generally accepted medical practice.

**Eligible Expenses** means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Plan Participant for the Medically Necessary treatment of an Injury or Sickness.

**Emergency/Emergency Treatment** means a Sickness or Injury for which the Plan Participant seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that



without immediate medical care a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would cause:

- His life or health would be in serious jeopardy, or, with respect to a pregnant woman, serious jeopardy to the health of the woman or her unborn Child;
- His bodily functions would be seriously impaired; or
- A body organ or part would be seriously damaged.

**Experimental/Investigational** means that a drug, device or medical care or treatment will be considered experimental/investigational if:

- The drug or device cannot be lawfully marketed without approval of the Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;
- The drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- Reliable Evidence show that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis; or
- Reliable Evidence show that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment or the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment. Eligible Expenses will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

Management staff in Our Claims Department or a Claims Payor acting on Our behalf will make the determination if the drug, device or medical care is Experimental/Investigational based on the above criteria.

**Expatriate** means (1) a person working or living outside their country of citizenship; (2) a



person working outside their country of citizenship and outside the employer's country of domicile; or (3) non-U.S. citizens working in the United States.

**Extended Care Facility** means an institution operating pursuant to applicable laws that is engaged in providing, for a fee, inpatient skilled nursing care and related services under the supervision of a Physician and Registered Nurses. It must have facilities for 10 or more inpatients and maintain medical records of all its patients.

**He, His and Him** includes "she", "her" and "hers."

**Health Care Plan** means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- 1) Group or blanket insurance, whether on an insured or self-funded basis;
- 2) Hospital or medical service organizations on a group basis;
- 3) Health Maintenance Organizations on a group basis.
- 4) Group labor management plans;
- 5) Employee benefit organization plan;
- 6) Professional association plans on a group basis; or
- 7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
- 8) Automobile no-fault coverage (unless prohibited by law).

**Home Country** means the country where a Plan Participant has his or her true, fixed and permanent home and principal establishment, holds a current and valid passport, and to which he or she has the intention of returning.

**Home Health Care** means nursing care, treatment and Daily Living Services provided in the Plan Participant's home as part of an overall extended treatment plan. To qualify for Home Health Care Benefits:

- 1) the Home Health Care plan must be established and approved by the attending Physician, including certification that confinement in a Hospital or Extended Care Facility would be required if it were not for Home Health Care; and Necessary care and treatment are not available from a Plan Participant's Immediate Family Member or other persons residing with the Plan Participant without causing undue hardship;
- 2) nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency and nursing service; and
- 3) Daily Living Services must be provided by the attending Physician or by the provider of the nursing care service.

"Daily Living Services" are cooking, feeding, bathing, dressing and personal hygiene services that are necessary to a person's care and health.



Home Health Care consists of, but shall not be limited to, the following:

- Part time and intermittent skilled nursing services: services given to the Plan Participant at least once every 60 days or as frequently as a few hours per day, several days per week.
- Therapeutic services: physical therapy, occupational therapy, speech and hearing therapy; and
- Medical social services, medical supplies, drugs and medicines, related pharmaceutical services and laboratory services to the extent such charges or costs would have been covered under the Evidence of Coverage if the Plan Participant had remained in the Hospital.

**Host Country** means any country other than the country where a Plan Participant has his or her true, fixed and permanent home and principal establishment, and holds a current and valid passport.

**Hospital** means an institution licensed, accredited or certified by the State that:

- 1) Operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
- 2) Is accredited by the Joint Commission on Accreditation of Healthcare Organizations;
- 3) Provides 24-hour nursing service by Registered Nurses (R.N.) on duty or call;
- 4) Has a staff of one or more licensed Physicians available at all times;
- 5) Provides organized facilities for diagnosis, treatment and surgery, either
  - a) on its premises; or
  - b) in facilities available to it, on a pre-arranged basis;
- 6) Is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- 7) Is not a place for drug addicts, alcoholics or the aged.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

- 1) the Joint Commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.

In addition, We will not deny a claim for a Skilled Nursing Facility if it meets the definition of such a facility and is an Eligible Expense under the Policy.





Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; a nursing home or an institution mainly rendering treatment or services for mental illness or substance abuse, except as specifically stated.

**Hospital Stay** means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

**Immediate Family** means a Plan Participant's spouse, domestic partner, civil union partner, parent (includes Step-parent), Child(ren) (includes legally adopted or step Child(ren), brother, sister, step-Child(ren), grandchild(ren), or in-laws). A Member of the Immediate Family includes an individual who normally lives in the Plan Participant's household.

**Immunizations** Include: flu shot, tetanus, diphtheria, pertussis, Tdap, hepatitis A, hepatitis B, HPV, measles-mumps-rubella, pneumonia, varicella, meningococcal; only as recommended by the U.S. Centers for Disease Control and Prevention.

**Injury** means bodily harm which results independently of disease or bodily infirmity, from an Accident. All injuries to the same Plan Participant sustained in one Accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

**Inpatient** means a Plan Participant who is confined in an institution and is charged for room and board.

**Insurance** means the coverage that is provided under the Policy.

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

**Intoxicated** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Plan Participant is located at the time of an incident.

**Master Application** means the Application for the Master Policy.

**Maximum Benefit** means the largest total amount of Eligible Expenses that the Company will pay for the Plan Participant as shown in the Plan Participant's Schedule of Benefits.

**Medically Necessary** means a treatment, drug, device, service, procedure or supply that is:

- 1) Required, necessary and appropriate for the diagnosis or treatment of a Sickness or Injury;
- 2) Prescribed or ordered by a Physician or furnished by a Hospital;
- 3) Performed in the least costly setting required by the condition;
- 4) Consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.



When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

The purchasing or renting air conditioners, air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them, and general exercise equipment are not considered Medically Necessary.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Eligible Expense.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:

- Is Experimental/Investigational or for research purposes;
- Is provided for education purposes or the convenience of the Plan Participant, the Plan Participant's family, Physician, Hospital or any other provider;
- Exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
- Could have been omitted without adversely affecting the person's condition or the quality of medical care;
- Involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration;
- Involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
- It can be safely provided to the patient on a less cost effective basis such as out-patient, by a different medical professional, or pursuant to a more conservative form of treatment.

**Mental or Nervous Disorder** means any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to a Plan Participant.

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

**Natural Teeth** means the major portion of the individual tooth which is present, regardless of filings and caps; and is not carious, abscessed, or defective.

**Network Provider** means a Physician, Hospital and other healthcare providers who have contracted to provide specific medical care at negotiated prices.

**Non-Network Provider** means a Physician, Hospital and other healthcare providers who have not agreed to any pre-arranged fee schedules. A Plan Participant may incur significant out-of-



pocket expenses with these providers. Charges in excess of the insurance payment are the Plan Participant's responsibility.

**Occurrence** means all losses or damages that are attributable directly or indirectly to one cause or one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one Occurrence without regard to the period of time or the area over which such losses occur.

**Outpatient** means a Plan Participant who receives care in a Hospital or another institution, including: ambulatory surgical center; convalescent/Skilled Nursing Facility; or Physician's office, for a Sickness or Injury, but who is not confined and is not charged for room and board.

**Outpatient Surgical Facility** means a surgical or medical center which has (1) permanent facilities for surgery; (2) organized medical staff of Physicians and registered graduate Registered Nurses; (3) is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under law.

**Out-of-Pocket Maximum** means the maximum dollar amount the Plan Participant is responsible to pay per Policy Period. After the Plan Participant has reached the Out-of-Pocket Maximum, the Policy pays 100% of Eligible Expenses for the remainder of the Policy Period. The Out-of-Pocket Maximum is met by accumulated Deductible, Coinsurance. Penalties and amounts above the Usual, Reasonable and Customary Expenses do not count toward the Out-of-Pocket Maximum. The Out-of-Pocket Maximum is shown on the Schedule of Benefits.

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

**Participating Organization** means any organization which elects to offer coverage by completing a Participation Agreement and that has been approved by the Company to sponsor coverage under the Policy.

**Participation Agreement** means the agreement completed by a Participating Organization for insurance under the Master Policy.

**Permanent Residence** means the country where a Plan Participant has his or her true, fixed and permanent home and principal establishment, and to which he or she has the intention of returning, and holds a current and valid passport.

**Physician** means a person who is a qualified practitioner of medicine. As such, he or she must be acting within the scope of his/her license under the laws in the state in which he or she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Plan Participant, a Plan Participant's Spouse, son, daughter, father, mother, brother or sister or other relative.

**Physical Therapy** means any form of the following administered by a Physician: (1) physical or mechanical therapy; (2) diathermy, (3) ultra-sonic therapy; (4) heat treatment in any form; or (5) manipulation or massage.



**Plan Participant** means a Person and Dependent eligible for coverage as identified in the Enrollment/Application, who is a Non-United States Citizen traveling outside their Home Country and has his or her true, fixed and permanent home and principal establishment outside of the United States, and holds a current and valid passport.

**Policy** means this document, the Master Application of the Policyholder and the Participating Organization and any end endorsements, riders or amendments that will attach during the Period of Coverage.

**Policy Period** means the period of time following the Plan Participant's Effective Date, as shown on the Schedule of Benefits.

**Policyholder** means the entity shown as the Policyholder in the Schedule of Benefits.

**Preferred Allowance** means the amount a Network Provider will accept as payment in full for Eligible Expenses.

**Pre-Existing Condition** means an Injury, Sickness, disease, or other condition during the 12-month period immediately prior to the date the Plan Participant's coverage is effective for which the Plan Participant: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine.

**Pregnancy** means the physical condition of being pregnant, including Complication of Pregnancy.

**Prescription Drugs** means drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration.

**Registered Nurse** means a licensed registered professional Registered Nurse (R.N.).

**Rehabilitation Facility** means a non-residential facility that provides therapy and training rehabilitation services at a single location in a coordinated fashion, by or under the supervision of a physician pursuant to the law of the jurisdiction in which treatment is provided. The center may offer occupational therapy, physical therapy, vocational training, and special training such as speech therapy. The facility may be either of the following:

- 1) A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; or
- 2) A free standing facility.

**Service Provider** means a Hospital, convalescent/Skilled Nursing Facility, ambulatory surgical center, psychiatric Hospital, community mental health center, residential treatment facility, psychiatric treatment facility, alcohol or drug dependency treatment center, birthing center, Physician, Dentist, chiropractor, licensed medical practitioner, Registered Nurse, medical laboratory, assistance service company, air/ground ambulance firm, or any other such facility that the Company approves.



**Sickness** means illness or disease which requires treatment by a Physician while covered by this Policy. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same Sickness.

**Spouse** means lawful spouse, if not legally separated or divorced, Domestic Partner, or Civil Partner.

**Surgery or Surgical Procedure** means an invasive diagnostic procedure; or the treatment of Sickness or Injury by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

**Third Party** means a person or entity other than the Plan Participant, the Policyholder, the Participating Organization or the Company.

**Transportation Expense** means the cost of Medically Necessary conveyance, personnel, and services or supplies.

**Usual, Reasonable and Customary** means the most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred. The most common charge means the lesser of:

- The actual amount charged by the provider;
- The negotiated rate; or
- The charge which would have been made by the provider (Physician, Hospital, etc.) for a comparable service or supply made by other providers in the same Geographic Area, as reasonable determined by Us for the same service or supply.

"Geographic Area" means the three digit zip code in which the service, treatment, procedure, drugs or supplies are provided; a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device drug or supply.

Usual, Reasonable and Customary Charges, Fees or Expenses as used in the Policy to describe expense will be considered to mean the percentile of the payment system in effect at Policy issue as shown on the Schedule of Benefits.

**We, Our, Us** means C&F Cayman SPC.

**You, Your, Yours, He or She** means the Plan Participant who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

## ELIGIBILITY FOR INSURANCE

Persons eligible to be a Plan Participant under the Policy are those persons described as an ELIGIBLE CLASS on the Schedule of Benefits. This includes anyone who may become eligible while the Policy is in force.



We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

A Plan Participant's Dependent(s), as applicable, are eligible on the latest of the date:

- 1) the Plan Participant is eligible, if the Plan Participant has Dependents on that date; or
- 2) the date the person becomes a Dependent; or
- 3) the next Annual Open Enrollment (if applicable) following the date the person becomes a Dependent if the Newborn Children Coverage, Newborn Adopted Children Coverage or Adopted Children Coverage provisions do not apply.

If the Plan Participant is in a Class of Eligible Persons and is also eligible as a Dependent, He or She may be Covered only once under the Policy. In no event will a Dependent be eligible if the Plan Participant is not eligible.

**This insurance is not subject to and does not provide certain insurance benefits required by the United States' Patient Protection and Affordable Care Act ("PPACA"). PPACA requires certain US citizens or US residents to obtain PPACA compliant health insurance, or "minimum essential coverage." PPACA also requires certain employers to offer PPACA compliant insurance coverage to their employees. Tax penalties may be imposed on U.S. residents or citizens who do not maintain minimum essential coverage, and on certain employers who do not offer PPACA compliant insurance coverage to their**

#### EFFECTIVE DATES OF INSURANCE

**employees. In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. You should consult your attorney or tax professional to determine whether this policy meets any obligations you may have under PPACA.**

#### **Plan Participant's Effective Date:**

A Person will become a Plan Participant under the Policy, provided proper premium payment is made, on the latest of:

- 1) The date the Company receives a completed application or enrollment form; or
- 2) The day the Plan Participant becomes eligible, subject to any required waiting period, according to the referenced date requested and shown in the Application/Enrollment Form; or
- 3) The moment the Plan Participant exits their Home Country airspace; or
- 4) The Date the Company approves the Application; or
- 5) The Date requested by the Plan Participant or the Participating Organization.



Newborn Children Coverage: Coverage for a newborn Child will begin from the moment of birth. You must give Us notice within 31 days of the birth of the Child. If notice is not given within 31 days, coverage for the newborn Child will terminate upon the expiration of the initial 31-day period.

## TERMINATION DATE OF INSURANCE

### **Plan Participant's Termination Date:**

Insurance for a Plan Participant will end on the earliest of:

- 1) The date the Plan Participant is no longer in an Eligible Class; or
- 2) The date the Plan Participant returns to his or her Home Country; or
- 3) The expiration of 364 days from the Effective Date of Coverage; or
- 4) The date shown on the Evidence of Coverage issued by the Company; or
- 5) The date the Plan Participant becomes a permanent resident of the United States; or
- 6) The date the Plan Participant reports for full-time active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
  - a) The date the premium is fully earned; or
  - b) The Expiration Date of the Policy.

This does not include Reserve or National Guard duty for training;
- 7) The end of the period for which the last premium contribution is made; or
- 8) The date the Plan Participant requests, in writing, that his/her coverage be terminated; or
- 9) The date the Plan Participant's participation in the Program terminates; or
- 10) The date the Plan Participant's Trip is completed; or
- 11) The expiration date of the term of coverage, requested by the Participating Organization; or
- 12) The end of the Benefit Period shown in the Schedule of Benefits.

### **Dependent's Termination Date**

A Dependent's coverage under the Policy ends on the earliest of:

- 1) The date the Plan Participant's coverage ends; or
- 2) The date the Dependent is no longer a Dependent; or
- 3) The Date requested by the Plan Participant; or
- 4) The last day of the period for which premiums have been paid; or



5) The end of the Benefit Period shown in the Schedule of Benefits.

**PREMIUM PROVISIONS**

**Premiums:**

The Company provides insurance in return for premium payments. Premium is due at the time of enrollment.





## SCOPE OF COVERAGE

**Benefits are payable under the Policy for Eligible Expenses incurred by a Plan Participant for the items stated in the Schedule of Benefits. Benefits will be payable to either the Plan Participant or the Service Provider for Eligible Expenses incurred outside the Plan Participant's Home Country.**

The charges enumerated herein will in no event include any amount of such charges which are in excess of Usual, Reasonable and Customary charges. If the charge incurred is in excess of such average charge such excess amount will not be recognized as an Eligible Expense. All charges will be deemed to be incurred on the date such services or supplies, which give rise to the expense or charge, are rendered or obtained.

We will provide the benefits described in the Policy to all Plan Participants who suffer a Covered Loss which:

- 1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS**; and
- 2) Occurs while the person is a Plan Participant under the Policy.

**Terms of Payment for Benefits: Full Excess Medical Expense**

If an Injury or Sickness to the Plan Participant results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, We will pay the Eligible Expenses incurred, subject to any applicable Deductible Amount, Co-Payment and Coinsurance Percentage, that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Plan Participant must be under the care of a Physician when the Eligible Expenses are incurred. The Expense must be incurred solely for the treatment of a covered Injury or Sickness:

- 1) While the person is a Plan Participant under the Policy; or
- 2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under the Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.



## DESCRIPTION OF BENEFITS

### ACCIDENT AND SICKNESS BENEFITS

#### ACCIDENTAL DEATH AND DISMEMBERMENT

If, within one year from the date of an Accident or Injury covered by the Policy, the Plan Participant suffers from a Covered Loss listed below, We will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Plan Participant sustains more than one such Loss as the result of one Accident, We will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Plan Participant. The Principal Sum is the Maximum Benefit Amount shown in Schedule of Benefits.

Benefits are payable if such Injury occurs during the course of time the Plan Participant is covered under the Policy, provided that this Insurance will not apply while such Plan Participant is riding in any civilian or military aircraft other than as expressly described in the Exclusions below, unless previously consented to in writing by the Company.

<u>Loss of:</u>	<u>Benefit:</u> <u>(Percentage of Principal Sum)</u>
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing (both ears)	100%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Loss of Thumb and Index Finger of the Same Hand	25%

**Loss of a hand or foot** means complete Severance through or above the wrist or ankle joint.

**Loss of sight** means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of speech** means total, permanent and irrecoverable loss of audible communication.

**Loss of hearing** means total and permanent loss of hearing in both ears which cannot be corrected by any means.



**Loss of a thumb and index finger** means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Severance** means the complete separation and dismemberment of the part from the body.

### ACCIDENT AND SICKNESS MEDICAL EXPENSE BENEFITS

We will pay Injury and Sickness Medical Expense Benefits for Eligible Expenses. These benefits are subject to the Deductibles, Co-Payment, Coinsurance Factors, Benefit Periods, Benefit Maximums and other terms or limits shown below and in the Schedule of Benefits.

Injury and Sickness Medical Expense Benefits are only payable:

- 1) for Usual, Reasonable and Customary Charges incurred after the Deductible has been met;
- 2) for those Medically Necessary Eligible Expenses incurred by or on behalf of the Plan Participant;
- 3) for Eligible Expenses incurred during the Benefit Period when initial treatment first occurs within 60 days after the date of Injury or Sickness.

No benefits will be paid for any expenses incurred that are in excess of Usual, Reasonable and Customary Charges.

Eligible Medical Expenses include:

- 1) **Hospital Admission Expenses:** Charges for each hospital admission.
- 2) **Outpatient Pre-Surgical Testing benefit** – charges for Pre-surgical testing. A scheduled surgical procedure must occur within 7 days of the testing.
- 3) **Nursing Services** – Outpatient Charges for nursing services by a Registered Nurse or Licensed Professional.
- 4) **Skilled Nursing Facility** - charges for services as described in the schedule of benefits. The benefit provides skilled nursing 24 hours a day, seven days a week, under the supervision of a Registered Nurse, and/or skilled rehabilitative services at least five days per week. The emphasis is on skilled nursing care, with restorative, physical, occupational, and other therapies available. A SNF provides services that cannot be efficiently or effectively rendered at home or in an intermediate care facility. The service provided must be directed towards the patient achieving independence.

A SNF confinement must take place within 14 days from a hospital discharge and must represent care for the same condition which required hospitalization that lasted a minimum of three days. Care may not be custodial in nature (e.g., care which could be performed at home). The facility may not be primarily a place which provides general care for the aged.



5) **Hospice Care Benefit** as follows:

- a) nursing care by a Registered Nurse; or a licensed practical Registered Nurse, a vocational Registered Nurse, or a public health Registered Nurse who is under the direct supervision of a Registered Nurse;
  - b) physical therapy and speech therapy when rendered by a licensed therapist;
  - c) medical supplies, including drugs and the use of medical appliances;
  - d) physician's services; and
  - e) services, supplies, and treatments deemed Medically Necessary and ordered by a licensed Physician.
- 6) Dressings, drugs, and medicines that can only be obtained upon a written prescription of a Physician or Surgeon.
- 7) Charges made for artificial limbs, eyes, larynx, and orthotic appliances, but not for replacement of such items.
- 8) Immunizations.

## ADDITIONAL BENEFITS

### HOSPITAL ROOM & BOARD BENEFIT

We will pay charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the schedule. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge. Hospital Room and Board expenses will include floor nursing while confined in a ward or semi-private room of a Hospital and other Hospital services inclusive of charges for professional service and with the exception of personal services of a non-medical nature; provided, however, that expenses do not exceed the Hospital's average charge for semiprivate room and board accommodation.

### INTENSIVE CARE/CARDIAC CARE UNIT BENEFIT

We will pay charges for each day of Intensive Care/Cardiac Care Unit confinement, up to the Daily Maximum Benefit shown in the schedule per day. This payment is in lieu of payment for the Hospital Room and Board charges for those days and includes nursing services.

### HOSPITAL MISCELLANEOUS EXPENSE BENEFIT

We will pay for services, supplies and charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the schedule per day. Miscellaneous services include services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations;



anesthesia; drugs (excluding take-home drugs) or medicines; therapeutic services; and supplies; and blood and blood transfusions. Miscellaneous services do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.

### **SURGEON (IN OR OUTPATIENT) BENEFITS**

We will pay charges for:

- 1) A Physician, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. If an Injury or Sickness requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Eligible Expenses for the additional surgeries.
- 2) A Physician, for assistant surgeon duties up to the Maximum Benefit shown in the Schedule of Benefits.

### **ASSISTANT SURGEON BENEFIT**

If, in connection with such operation, a Plan Participant requires the services of an Assistant Surgeon, We will pay the Covered Percentage of the Covered Expense incurred.

### **PRE-ADMISSION TESTING BENEFIT**

We will pay benefits for charges for Pre-admission testing (inpatient confinement must occur within 7 days of the testing).

### **ANESTHESIA BENEFIT**

We will pay benefits for Anesthesia for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.

### **DAY SURGERY MISCELLANEOUS BENEFIT**

We will pay Day Surgery Miscellaneous benefits for services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs or medicine; therapeutic services; and supplies, on an outpatient basis.



### DIAGNOSTIC X-RAY AND LABORATORY BENEFIT

We will pay the benefit if the Plan Participant requires diagnostic x-ray and/or laboratory examinations and services due to a Covered Loss, up to the Maximum Benefit per Covered Injury or Sickness indicated in the Schedule of Benefits. Outpatient x-ray services and laboratory tests are limited to the amount shown in the Schedule of Benefits.

### AMBULANCE BENEFIT

When, by reason of Injury or Sickness, a Plan Participant requires the use of a community or Hospital Ambulance in a Medical Emergency, We will pay a Benefit Amount up to a Maximum shown in the schedule, within the metropolitan area in which the Plan Participant is located at that time the service is used. Ambulance Service is transportation by a vehicle designed, equipped and used only to transport the sick and injured from home, the scene of the Accident or Medical Emergency to a Hospital or between Hospitals. Surface trips must be to the closest local facility that can provide the covered service appropriate to the condition. If there is no such facility available, coverage is for trips to the closest facility outside the local area.

Air transportation is covered when Medically Necessary because of a life threatening Injury or Sickness or if the Plan Participant is in a rural area, then air ambulance transportation to the nearest metropolitan area will be considered an Eligible Expense. Air Ambulance is air transportation by a vehicle designed, equipped and used only to transport the sick and injured to and from a Hospital for inpatient care.

### PHYSICIAN VISIT BENEFIT (INPATIENT)

We will pay charges by a Physician for other than pre- or post-operative care for in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Physician's Visit – In-Hospital.

### PHYSICIAN VISIT BENEFIT (OUTPATIENT)

We will pay charges by a Physician for office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Physician's Office Visits.

Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Physician's Visits.

### CONSULTANT PHYSICIAN BENEFIT

If, by reason of Injury or Sickness, a Plan Participant requires the services of a Consultant or Specialist when they are deemed necessary and ordered by an attending Physician for the purpose of confirming or determining a diagnosis, We will pay the Covered Percentage of the Eligible expenses incurred.



## RADIATION/ CHEMOTHERAPY THERAPY EXPENSE BENEFIT

We will pay the Covered Percentage for the Eligible expenses incurred by a Plan Participant for drugs used in antineoplastic therapy and the cost of its administration. Coverage is provided for any drug approved by the Federal Food and Drug Administration (FDA), regardless of whether the specific neoplasm for which the drug is being used as treatment is the specific neoplasm for which the drug was approved by the FDA, so long as:

- 1) the drug is ordered by a Physician for the treatment of a specific type of neoplasm;
- 2) the drug is approved by the FDA for use in antineoplastic therapy;
- 3) the drug is used as part of an antineoplastic drug regimen;
- 4) current medical literature substantiates its efficacy, and recognized oncology organizations generally accept the treatment; and
- 5) the Physician has obtained informed consent from the patient for the treatment regimen that includes FDA approved drugs for off-label indications.

## EMERGENCY ROOM BENEFIT

We will pay this benefit if the Plan Participant requires Emergency Room treatment due to a Covered Loss resulting directly and independently of all other causes from a Covered Injury or Sickness.

**Emergency Room** means a trauma center or special area in a Hospital that is equipped and staffed to give people Emergency Treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.

Services including physician charges and related x-ray/laboratory interpretations will be paid under this benefit.

## URGENT CARE BENEFIT

We will pay benefits for Urgent Care treatment due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident or Injury or Sickness.

**Urgent Care** means a walk-in clinic focused on the delivery of ambulatory care in a dedicated medical facility outside of a traditional Emergency Room. Urgent care centers primarily treat Injuries or Sicknesses requiring immediate care, but not serious enough to require an Emergency Room visit.



### ACUTE ONSET OF A PRE-EXISTING CONDITION BENEFIT

If the Plan Participant is a non-U.S. citizen, under age 70, traveling in the United States, he or she is covered for an Acute Onset of a Pre-Existing Condition(s). This benefit does not apply to Plan Participants age 70 or older.

“Acute Onset” of a Pre-Existing Condition(s) shall mean a sudden and unexpected outbreak or recurrence of a Pre-Existing Condition(s) which occurs spontaneously and without advance warning either in the form of Physician recommendations or symptoms, is of short duration, is rapidly progressive, and requires urgent care. The Acute Onset of a Pre-Existing Condition(s) must occur after the Effective Date of the policy. Treatment must be obtained within 72 hours of the sudden and unexpected outbreak or recurrence. A Pre-Existing Condition that is a chronic or congenital condition or that gradually becomes worse over time will not be considered Acute Onset. This benefit does not include coverage for known, scheduled, required, or expected medical care, drugs or treatments existent or necessary prior to the Effective Date of coverage.

### PREGNANCY BENEFIT

Eligible expenses for Pregnancy and Complications of Pregnancy are payable the same as any other Eligible expenses for any other Bodily Infirmary.

Pregnancy coverage also includes inpatient Hospital care following delivery in accordance with the guidelines recommended by the American Academy of Pediatrics and the American College of OB/GYNs, which is a minimum of 48 hours following a vaginal delivery or a minimum of 96 hours following a caesarean section. A decision to shorten the length of stay may be made by the attending physician in consultation with the patient.

**Newborns:** A newborn child of an Insured Student is automatically covered from the moment of birth for 31 days.

Routine well baby care includes Eligible expenses for:

- (a) Hospital room and board (or nursery) charges;
- (b) routine Doctor visits while Hospital confined; and
- (c) circumcision while Hospital confined.

Care for a sick newborn child of an Insured Student includes Eligible expenses which are due directly to Bodily Infirmary or Injury, premature birth, or a congenital condition which exists at birth.

### MATERNITY AND PRE-NATAL CARE BENEFIT

When a covered maternity is incurred by a Plan Participant the Company will pay the Usual, Reasonable and Customary medical expenses in excess of the Deductible and Coinsurance as stated in the Schedule of Benefits, Maternity. In no event will the Company’s maximum liability





exceed the maximum stated in the Schedule of Benefits Maternity, as to Eligible Expenses during any one period of individual coverage.

Benefits will be payable for Eligible Expenses a Plan Participant incurs before, during, and after delivery of a Child, including Physician, Hospital, laboratory, and ultrasound services. Coverage for the Inpatient postpartum stay for the Plan Participant and her newborn Child in a Hospital, will, at a minimum, be for the length of stay recommended by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists in their guidelines for Perinatal Care.

Coverage for a length of stay shorter than the minimum period mentioned above may be permitted if the Plan Participant's attending Physician determines further Inpatient postpartum care is not necessary for the Plan Participant or her newborn Child provided the following are met:

- 1) In the opinion of the Plan Participant's attending Physician, the newborn Child meets the criteria for medical stability in the guidelines for Perinatal Care prepared by the Academy of Pediatrics and the American College of Obstetricians and Gynecologists that determine the appropriate length of stay based upon the evaluation of:
  - a) The antepartum, intrapartum, postpartum course of the mother and infant;
  - b) The gestational stage, birth weight, and clinical condition of the infant;
  - c) The demonstrated ability of the mother to care for the infant after discharge; and
  - d) The availability of post discharge follow up to verify the condition of the infant after discharge; and
2. One (1) at-home post delivery care visit is provided to the Plan Participant at her residence by a Physician or Registered Nurse performed no later than forty-eight (48) hours following discharge of the Plan Participant and her newborn Child from the Hospital. Coverage for this visit includes, but is not limited to:
  - a) Parent education;
  - b) Assistance in training in breast or bottle feeding; and
  - c) Performance of any maternal or neonatal tests routinely performed during the usual course of Inpatient care for the Plan Participant or newborn Child, including the collection of an adequate sample for the hereditary and metabolic newborn screening. (At the Plan Participant's discretion, this visit may occur at the Physician's office).

#### **DIABETES TREATMENT EXPENSE BENEFIT**

We cover charges for the following Medically Necessary diabetes equipment services and supplies for the treatment of diabetes, when recommended by a Doctor or other licensed health care provider. We treat such charges the same way We treat any other Eligible expenses for a Sickness. Such supplies include: blood glucose monitors, blood glucose monitors for the



legally blind, data management systems, test strips for glucose monitors and visual reading, urine test strips, insulin, injection aids, cartridges for the legally blind, syringes, insulin pumps and appurtenances thereto, insulin infusion devices or oral agents for controlling blood sugar. We also cover charges for expenses incurred for diabetes self-management education.

Coverage for self-management education and education relating to diet shall be limited to Medically Necessary visits upon the diagnosis of diabetes, where a Doctor diagnoses a significant change in the Plan Participant's symptoms or conditions which necessitates changes in a patient's self-management or upon determination that reeducation or refresher education is necessary. Diabetes self-management education may be provided by a Doctor or other licensed healthcare provider, the Doctor's office staff, as part of an office visit, or by a certified diabetes nurse educator, certified nutritionist, certified dietician registered dietician. Education may be limited to group settings wherever practicable. Coverage for self-management education and education relating to diet includes Medically Necessary home visits.

### HOME HEALTH CARE EXPENSE BENEFIT

We will pay benefits for Home Health Care services furnished to a Plan Participant. Such benefits must be provided by a licensed Home Health Agency.

We will pay the covered percentage up to the Maximum Benefit. Except for a Home Health aide, each visit by a representative of a Home Health Agency shall be considered as one (1) home health visit. A visit of four (4) hours or less by a home health aide shall be considered as one (1) home health visit.

Charges for such services are subject to the Deductible shown in the plan of insurance. A minimum of forty (40) home care visits per contract year is covered.

**Home Health Agency** means a public or private agency or organization that offers home care services including skilled nursing services and at least one (1) other therapeutic service in the residence of the client through Physicians, Nurses, therapists, social workers, and homemakers whom they recruit and supervise.

### MENTAL AND NERVOUS CONDITIONS EXPENSE BENEFIT

If a Plan Participant requires treatment for a Mental or Nervous Condition, We will pay for such treatment as follows:

#### Benefits for Inpatient Hospital Confinement

When a Plan Participant requires Hospital Confinement for treatment of a Mental or Nervous Condition, We will pay the Covered Percentage of the Eligible Expenses incurred for such Hospital Confinement.

Such confinement must be in a licensed or certified facility, including Hospitals.



### Benefits for Outpatient Mental and Nervous Services

We will pay the Covered Percentage of the Eligible Expenses incurred for the outpatient treatment of Mental and Nervous Conditions as defined up to one visit per day.

The Mental and Nervous Condition must, in the professional judgment of healthcare providers, be treatable, and the treatment must be Medically Necessary.

Outpatient treatment and Physician services include charges made by an outpatient treatment department of a Hospital, or community mental health facility, or charges for services rendered in a Physician's office. Treatment may be provided by any properly licensed Physician, psychologist or other provider as required by law.

**Biologically Based Mental Sickness** means a mental, nervous, or emotional disorder caused by a biological disorder of the brain which results in a clinically significant, psychological syndrome or pattern that substantially limits the functioning of the person with the Sickness.

We will pay the Covered Percentage of the Eligible Expenses incurred for treatment of biologically based mental Sickness, including:

- a) Schizophrenia;
- b) Schizoaffective disorder;
- c) bipolar affective disorder;
- d) major depressive disorder;
- e) specific obsessive-compulsive disorder;
- f) delusional disorders;
- g) obsessive compulsive disorders;
- h) binge eating, anorexia and bulimia; and
- i) panic disorder.

### ALCOHOL AND DRUG ABUSE EXPENSE BENEFIT

If a Plan Participant requires treatment on account of alcoholism, Alcohol Abuse, Drug Abuse or drug dependency, We will pay for such treatment as follows:

#### Benefits for Inpatient Hospital Confinement

When a Plan Participant is confined as an inpatient in: (i) a Hospital; or (ii) a Detoxification Facility for the treatment of alcoholism, Alcohol Abuse, Drug Abuse or drug dependency, We will pay the Covered Percentage of the Eligible Expenses incurred for such Hospital Confinement.

Such Confinement must be in a licensed or certified facility, including Hospitals.



### Benefits for Outpatient Alcohol and Drug Services

We will pay the Covered Percentage of the Eligible Expenses incurred for the treatment of alcoholism, Alcohol Abuse, Drug Abuse, or drug dependency.

Outpatient Treatment and Physician services include charges for services rendered in a Physician's office or by an outpatient treatment department of a Hospital, community mental health facility or alcoholism treatment facility, so long as the Hospital, community mental health facility or alcoholism treatment facility is approved by the Joint Commission on the Accreditation of Hospitals or certified by the Department of Health. The services must be legally performed by or under the clinical supervision of a licensed Physician or a licensed psychologist who certifies that a Plan Participant needs to continue such treatment.

**Alcohol Abuse** means a condition that is characterized by a pattern of pathological use of alcohol with repeated attempts to control its use, and with significant negative consequences in at least one of the following areas of life: medical, legal, financial, or psycho-social.

**Drug Abuse** means a condition that is characterized by a pattern of pathological use of a drug with repeated attempts to control its use, and with significant negative consequences in at least one of the following areas of life: medical, legal, financial, or psycho-social.

**Detoxification Facility** means a facility that provides direct or indirect services to an acutely intoxicated individual to fulfill the physical, social and emotional needs of the individual by:

- a) monitoring the amount of alcohol and other toxic agents in the body of the individual;
- b) managing withdrawal symptoms; and
- c) motivating the individual to participate in the appropriate addiction treatment programs for Alcohol and Drug Abuse.

### ELECTIVE/THERAPEUTIC TERMINATION OF PREGNANCY BENEFIT

We will pay benefits as described in the Schedule of Benefits for expenses incurred for the intentional termination of pregnancy before the fetus can live independently.

### EMERGENCY DENTAL EXPENSE BENEFIT

We will pay benefits as described in the Schedule of Benefits for expenses for emergency dental treatment due to sustaining an Injury to natural teeth. We will pay benefits as described in the Schedule of Benefits for expenses incurred during the Plan Participant's Trip for emergency dental treatment. Only expenses for emergency dental treatment to natural teeth incurred during the Trip will be reimbursed. Expenses incurred after the Trip are not covered.



### PALLIATIVE DENTAL

We will pay benefits as described in the Schedule of Benefits for eligible expenses for Palliative Dental. An eligible Palliative Dental condition will mean emergency pain relief treatment to natural teeth.

### PHYSIOTHERAPY EXPENSE BENEFIT

We will pay benefits as described in the Schedule of Benefits for eligible Physiotherapy expenses incurred by the Plan Participant. We will pay Usual, Reasonable and Customary expenses in excess of the Deductible as stated in the Schedule of Benefits. In no event will the Company's maximum liability exceed the maximum stated in the Schedule of Benefits, as to Eligible Expenses during any one period of individual coverage.

For the purpose of this section, **Physiotherapy** means charges for physiotherapy if recommended by a Physician for the treatment of a specific Disablement or following hospitalization and administered by a licensed physiotherapist, up to up to the maximum amount shown in the Schedule of Benefits per day for the Physiotherapy benefit.

Charges include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, microtherm, chiropractic, adjustments, manipulation, acupuncture, massage or any form of physical therapy.

### DURABLE MEDICAL EQUIPMENT EXPENSE BENEFIT

If, by reason of Injury or Sickness, a Plan Participant requires the use of Durable Medical Equipment, We will pay the Covered Percentage of the Eligible Expenses incurred by a Plan Participant for such Durable Medical Equipment. We pay the Covered Percentage of the Eligible Expenses incurred by a Plan Participant for the purchase or rental of such item. In no event shall we pay rental charges in excess of the purchase price. Any rental charges paid will be applied toward the cost of the purchase price if the equipment is purchased at a later date. If Durable Medical Equipment is purchased, it is Our property and is to be returned to Us, at Our expense, upon completion of a Plan Participant's need, if so requested by Us.

We do not pay for the replacement of Durable Medical Equipment.

**Durable Medical Equipment** which includes braces and appliances means medical equipment that:

- 1) is prescribed by the Physician who documents the necessity for the item including the expected duration of its use;
- 2) can withstand long-term repeated use without replacement;
- 3) is not useful in the absence of an Injury or Sickness; and



4) can be used in the home without medical supervision.

### ATHLETIC SPORTS ACTIVITY BENEFIT

Coverage is provided up to the maximum amount payable as stated in the schedule if the Plan Participant's Injury or Sickness results from Athletic Sports Activities as follows:

1) Intercollegiate or Interscholastic Athletics, Club Sports, and Organized Amateur Sports - resulting from: Baseball; Basketball; Cheerleading; Cross Country; Diving; Fencing; Football (no Division One); Golf; Gymnastics; Ice Hockey; Lacrosse; Water Polo; Soccer; Softball; Swimming; Tennis; Track and Field; Volleyball; Wrestling.

2) Other Athletic Sports and Hazardous Activities: Mountain Climbing (under 14 thousand feet); Trekking; Wind Surfing; Zip Lining.

NOTE: Any Athletic Sport & Hazardous Activity not expressly covered hereunder is excluded from this Policy unless the activity is non-contact and engaged in by You solely for leisure, recreation, entertainment, or fitness purposes only, except as specified in the Exclusions section.

### INCIDENTAL INTERNATIONAL TRIPS BENEFIT

Coverage is provided for Incidental International Trips. Incidental International Trip means temporary travel (not more than 15 days) outside of the United States. Incidental International Trips do not: 1) Provide coverage in your Home Country; and 2) Extend coverage beyond the coverage dates of the Plan.

### EXTENSION OF ACCIDENT AND SICKNESS MEDICAL BENEFITS

If a Plan Participant is under the care and treatment of a Physician, and Hospital confined on the Plan Participant's Termination Date, benefits will continue to be paid for that condition for a period of up to 30 days, or the maximum benefit has been paid, whichever occurs first.

### OUT-PATIENT PRESCRIPTION DRUG BENEFIT

We will pay the Eligible Expenses, subject to the Deductible Amount, co-payment, and Coinsurance Percentage shown in the Schedule of Benefits, if any, for a Prescription Drug or medication when prescribed by a Physician on an outpatient basis.

**Prescription Drug** means a drug which:

- 1) Under Federal law may only be dispensed by written prescription; and
- 2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration.



The Prescription Drug must be dispensed for the outpatient use by the Plan Participant:

- 1) On or after the Plan Participant's Effective Date; and
- 2) By a licensed pharmacy provider.

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.



## EXCLUSIONS

The Policy does not cover any loss resulting from any of the following unless otherwise covered under the Policy by Additional Benefits:

- 1) War or any act of war, declared or undeclared, any Terroristic Act;
- 2) Any loss sustained while in the service of the armed forces of any country. When the Plan Participant enters the armed forces of any country, We will refund the unearned pro rata premium upon request;
- 3) Voluntary, active participation in a riot or insurrection.
- 4) Medical Treatment related to organ transplants, whether as donor or recipient; this includes expenses incurred for the evaluation process, the transplant surgery, post-operative treatment, and expenses incurred in obtaining, storing or transporting a donor organ. In relation to a bone marrow or stem cell transplant this exclusion would include harvesting & mobilization charges;
- 5) Commission or attempt to commit an assault or felony, or that occurs while being engaged in an illegal occupation;
- 6) Eligible Expenses for which the Plan Participant would not be responsible in the absence of the Policy;
- 7) Treatment of acne;
- 8) Charges which are in excess of Usual, Reasonable and Customary charges;
- 9) Charges that are not Medically Necessary;
- 10) Charges provided at no cost to the Plan Participant;
- 11) Expenses incurred for treatment while in Your Home Country;
- 12) Expenses incurred for an Injury or Sickness after the Benefit Period shown in the Schedule of Benefits or incurred after the termination date of coverage;
- 13) Services or treatment rendered by a Physician, Registered Nurse or any other person who is employed or retained by the Policyholder; or an Immediate Family member of the Plan Participant;
- 14) Duplicate services actually provided by both a certified nurse midwife and Physician;
- 15) Any Covered Loss paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in an occupation for monetary gain from sources other than the Policyholder;
- 16) Benefits for enrolling solely for the purpose of obtaining medical treatment, while on a waiting list for a specific treatment, or while traveling against the advice of a Physician;



- 17) Aggravation or re-injury of a prior Injury that the Plan Participant suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Plan Participant's Physician;
- 18) Pre-Existing Conditions; however a Pre-Existing Condition will be covered after the Plan Participant has been continuously insured for 6 months under the same Participating Organization;
- 19) Treatment of a hernia, including sports hernia, whether or not caused by a Covered Accident;
- 20) Drug, treatment or procedure that either promotes or prevents conception, or prevents childbirth, including but not limited to: artificial insemination, treatment for infertility or impotency, sterilization or reversal thereof;
- 21) Charges incurred for Surgery or treatments which are, Experimental/Investigational, or for research purposes;
- 22) Expense incurred for treatment of temporomandibular joint (TMJ) disorders or craniomandibular joint dysfunction and associated myofacial pain;
- 23) Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Plan Participant is covered under the Policy, and rendered within 6 months of the Accident;
- 24) Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefor, unless specifically covered by this Policy;
- 25) Weak, strained or flat feet, corns, calluses, or toenails;
- 26) Private-duty nursing services;
- 27) Expenses payable under any prior policy which was in force for the person making the claim;
- 28) Expenses incurred during a Hospital emergency room visit which is not of an emergency nature;
- 29) Treatment paid for or furnished under any other individual or group policy, or other service or medical prepayment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government program or facility set up for the treatment without cost to any individual;
- 30) Travel in or upon:
  - (a) A snowmobile;
  - (b) A water jet ski;
  - (c) Any two or three wheeled motor vehicle, other than a motorcycle registered for on-road travel;

- (d) Any off-road motorized vehicle not requiring licensing as a motor vehicle when used for recreation or competition.
- 31) Injury sustained while taking part in: Mountaineering; hang gliding; parachuting; bungee jumping; racing by horse, motor vehicle or motorcycle; snowmobiling; scuba diving, involving underwater breathing apparatus, unless PADI or NAUI certified; solo diving; water skiing; snow skiing; spelunking; parasailing; white water rafting; surfing, unless part of a school credit course; and snowboarding.
- 32) Practice or play in any professional or semiprofessional sports contest or competition;
- 33) Rest cures or custodial care;
- 34) Weight reduction programs or surgical treatment of obesity; treatment of venereal disease;
- 35) Elective or Cosmetic surgery and Elective Treatment or treatment for congenital anomalies (except as specifically provided), except for reconstructive surgery on a diseased or injured part of the body (correction of a deviated nasal septum is considered cosmetic surgery unless it results from a covered Injury or Sickness);
- 36) Except when recommended by a Physician, services rendered for detection and correction by manual or mechanical means (including x-rays incidental thereto) of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.
- 37) Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
- a) While riding as a passenger in any Aircraft not intended or licensed for the transportation of passengers; or
  - b) While being used for any test or experimental purpose; or
  - c) While piloting, operating, learning to operate or serving as a member of the crew thereof; or
  - d) While traveling in any such Aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Plan Participant or any member of his household; or
  - e) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
  - f) An ultra light, hang-gliding, parachuting or bungee-cord jumping;
- Except as a fare paying passenger on a regularly scheduled commercial airline or as a passenger in a non-scheduled, private aircraft used for business or pleasure purposes.

- 38) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
- 39) Plan Participant being exposed to the Utilization of nuclear, chemical or biological weapons of mass destruction.
- 40) Treatment of HIV infection, HIV related illness and AIDS (acquired immune deficiency syndrome), in excess of a lifetime maximum of \$7,500.



## CLAIM PROVISIONS

### NOTICE OF CLAIM:

Written notice of death, Injury or Sickness must be given to the Claims Administrator within 30 days after a Covered Loss occurs or begins or as soon as reasonably possible, to:

#### **Administrative Concepts Inc.**

P.O. Box 4000

Collegeville, PA 19426

[aciclaims@visit-aci.com](mailto:aciclaims@visit-aci.com)

[www.visit-aci.com](http://www.visit-aci.com)

Phone: (888) 293-9229

Fax: (610) 293-9299

Notice should include the Policy Name and Policy Number and the Plan Participant's name and address.

If written notice is not received within 30 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 30-day period; and
- 2) it is further shown that notice was given as soon as possible.

### CLAIM FORMS:

When the Claims Administrator receives the notice of claim, it will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, the Proof of Loss requirements stated below will be deemed to have been met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

### PROOF OF LOSS:

Written proof of loss must be furnished to the Claims Administrator in the case of a claim for loss for which the Policy provides periodic payment contingent upon continuing loss within 60 days after the end of the period for which We are liable. Written proof that the loss continues must be furnished to the Claims Administrator at intervals required by Us.

In case of claim for any other loss, proof must be furnished within 60 days after the date of such loss.

If the proof of loss is not submitted within 60 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 60-day period; and



- 2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

#### **TIMELY FILING OF CLAIMS:**

All claims for benefits under the Policy must be submitted to the Claims Administrator no more than 90 days from the date of service or date of death.

#### **TIME OF PAYMENT OF CLAIMS:**

Benefits due under the Policy for a loss, other than a loss for which the Policy provides installments, will be paid within 30 days after Our receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid within 30 days after Our receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

Failure to pay claims within 30 days shall entitle the claimant to interest at the rate of 9 per cent per annum from the 30th day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. A claimant or their assignee shall be notified by the Claims Administrator of any known failure to provide sufficient documentation for a due proof of loss within 30 days after receipt of the claim. Any required interest payments shall be made within 30 days after the payment.

#### **PAYMENT OF CLAIMS:**

All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of the Policy.

All other benefits will be paid to the Plan Participant suffering the loss. If the Plan Participant dies before all payments due have been made, the amount still payable will be paid to His/Her beneficiary as described in the Designation and Change of Beneficiary provision of the Policy.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. This good faith payment satisfies Our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Plan Participant's death may, at Our option, be paid either to His beneficiary or to His estate. All other benefits, unless specifically stated otherwise, will be paid to a Plan Participant.

#### **DESIGNATION OR CHANGE OF BENEFICIARY:**

Each Plan Participant may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order:



- 1) Beneficiaries designated in writing by the Plan Participant for the Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
  - a) a Plan Participant's lawful spouse, if not legally separated or divorced, or Domestic Partner or Civil Union Partner;
  - b) a Plan Participant's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Plan Participant has or had legal guardianship (proof will be required); or
  - c) a Plan Participant's parents, whether natural, step or adoptive; or
  - d) a Plan Participant's Sisters or Brothers, otherwise.
- 4) The estate of the Plan Participant.

A Plan Participant may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Claims Administrator. When a request for designation or change is received by the Claims Administrator, it will take effect on the date of its execution, whether or not the Plan Participant is living on the date it is received by the Claims Administrator. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Dependent's beneficiary is the Plan Participant. If no beneficiary is living on the date of a Dependent's death, the beneficiary is the Plan Participant's estate.

#### **PHYSICAL EXAMINATION AND AUTOPSY:**

We have the right to have a Physician of Our choice examine the Plan Participant as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death. We will pay the cost of the examination or autopsy.

#### **RECOVERY OF OVERPAYMENT:**

If benefits are overpaid or paid in error, We have the right to recover the amount overpaid or paid in error by any of the following methods.

- 1) A request for lump sum payment of the amount overpaid or paid in error; or
- 2) Reduction of any proceeds payable under the Policy by the amount overpaid or paid in error.



**RECOVERY OF BENEFITS:**

We reserve the right to recover from a Plan Participant any benefits We have paid to him for injuries:

- (1) Received in a covered Accident; and
- (2) Which are covered under:
  - (a) Workers' compensation or similar statutory remedies available under law; or
  - (b) Any employer's liability Insurance.

It will be assumed that the Plan Participant is in receipt of such benefits unless he gives us proof such benefits have been denied to him.

"Recovery" means monies paid to the Plan Participant through judgment, settlement or otherwise to compensate for all losses caused by the Injury.

**RIGHT OF REIMBURSEMENT / SUBROGATION:**

If a Plan Participant recovers expenses for Sickness or Injury that occurred due to the negligence of a third party, We have the right to reimbursement for all benefits We paid from any and all damages collected from the negligent third party for those same expenses whether by action at law, settlement, or compromise, by the Plan Participant, the Plan Participant's parents if the Plan Participant is a minor, or the Plan Participant's legal representative as a result of that Sickness or Injury.

We are assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits We paid for that Sickness or Injury.

You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise Our rights of reimbursement or subrogation. This provision applies whether or not the third party admits liability.

**LEGAL ACTIONS:**

No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

**COMPLAINTS:**

In the event that you remain dissatisfied and wish to make a complaint you can do so to the Complaints team at:



**Administrative Concepts Inc.**

P.O. Box 4000

Collegeville, PA 19426

[aciclaims@visit-aci.com](mailto:aciclaims@visit-aci.com)

[www.visit-aci.com](http://www.visit-aci.com)

Phone: (888) 293-9229

Fax: (610) 293-9299

**DATA PROTECTION:**

Please note that sensitive health and other information that you provide may be used by us, our representatives, the insurers and industry governing bodies and regulators to process your insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). We have taken steps to ensure your information is held securely.

Where sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use as set out above.

Information we hold will not be shared with third parties for marketing purposes. You have the right to access your personal records.

**GENERAL PROVISIONS****WORKERS' COMPENSATION INSURANCE:**

The Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

**OTHER COVERAGE WITH US:**

Each Plan Participant may have only one Evidence of Coverage issued by Us having coverage similar to that described in the Policy in force at any one time. If we find He has more than one such Evidence of Coverage in force, coverage will be provided under the plan that has been in force for the longer period of time. We will refund premiums paid for all other Evidence of Coverages for concurrent periods of coverage.

**ASSIGNMENT:**

No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.





**WAIVER:**

Failure of the Company to strictly enforce its rights under the Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

Rev. 4-1-22

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