

## North American University Program Summary

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

### Quick Contacts

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

**Please see the Pre-Notification and Network section for details and requirements regarding notification and use of the network.**

Use of the network does not guarantee benefits.

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

**Travel Assistance** - To receive assistance worldwide, call Seven Corners Assist at the numbers below and provide them with Your ID Number. You are eligible to use any of the assistance services provided. We are open 24 hours/day, 365 days a year, staffed with multilingual personnel. Seven Corners Assist must be contacted for Emergency Medical Evacuation, Political Evacuation and Return of Mortal Remains.

**Seven Corners Assist - In the United States, Canada, and the Caribbean (Toll-free): 1-800-690-6295 or Collect Calls: 1-317-818-2808**

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

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

### ELIGIBILITY

All non-U.S. citizens who are Students, visiting Faculty, Scholars, or other persons between the ages of thirty-one (31) days and sixty-four (64) years old who are temporarily residing outside their Home Country and are engaged in Full-Time Educational or Research Activities in the United States and have a valid J-1, H-3, F-1, M-1, or Q-1 Visa or similar appropriate visa. The Plan Participant must remain engaged in Full-Time Educational or Research Activities outside their Home Country during the Period of Coverage.

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

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

### PERIOD OF COVERAGE

**Period of Coverage:** The minimum Period of Coverage under North American University plan is five (5) days, maximum Period of Coverage is three hundred and sixty-four (364) days. Coverage can be purchased in a combination of monthly and/or daily periods by paying the appropriate plan Cost.

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

- 1) The day after the Company receives your application and correct premium if application and payment is made online or by fax; or
- 2) The day after the postmark date of your application and correct premium if application and payment is made by mail; or
- 3) The moment the Insured Person departs their Home Country; or
- 4) The date you request on your application.

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

- 1) Your return to Your Home Country; or
- 2) The expiration of three hundred and sixty-four (364) days from the Effective Date of Coverage; or
- 3) The date shown on the ID card; or
- 4) The end of the period for which plan cost has been paid; or
- 5) The date You fail to be considered an Eligible Person; or
- 6) The maximum benefit amount has been paid.

## SCHEDULE OF BENEFITS

<b>Medical Maximums – Lifetime Maximum</b>	Plan Participant: \$500,000 Spouse & Dependent: \$250,000
<b>Medical Maximums –Per Injury/Illness Maximum</b>	Plan Participant: \$300,000 Medical Maximum is per person per Injury/Illness. Spouse & Dependent: \$100,000 Medical Maximum is per person per Injury/Illness. (age 80+, maximum limited to \$15,000)
<b>Deductible – Per Injury or Illness</b>	In PPO: \$25; Outside PPO: \$50
<b>Co Pay – Per Written Prescription of Medicine</b>	\$10 for generic and \$20 for brand name
<b>Coinsurance</b>	100% Usual, Reasonable & Customary to Lifetime Maximum
<b>Dental (Accident Coverage)</b>	Up to a maximum of \$500 Per Accident
<b>Dental (Sudden Relief of Pain)</b>	To a maximum of \$350 (Only available to programs purchased for 1 month or more.)
<b>Emergency Medical Evacuation</b>	Up to Per Injury/Illness Medical Maximum
<b>Emergency Medical Evacuation for Acute Onset of a Pre-Existing Condition(s):</b>	\$25,000
<b>Political Evacuation</b>	\$10,000 Lifetime Maximum
<b>Return of Mortal Remains</b>	\$50,000
<b>Local Cremation or Burial</b>	\$5,000
<b>Emergency Medical Reunion</b>	\$50,000
<b>Ambulance Service</b>	Up to the Per Injury/Illness Maximum
<b>Terrorism</b>	\$50,000
<b>Accidental Death &amp; Dismemberment (AD&amp;D)</b>	\$25,000 Principal Sum Per Plan Participant \$10,000 principal sum for Spouse; \$5,000 principal sum for Dependent
<b>Home Country Coverage</b>	<i>Incidental Trips to The Home Country:</i> Up to \$1,000 <i>Home Country Extension of Benefits:</i> Up to \$1,000
<b>Maternity Care (only applies to Plan Participant and/or Eligible Spouse)</b>	80% to Per Injury/Illness Maximum in PPO; 60% to Per Injury/Illness Maximum Outside PPO
<b>Routine Newborn Care (only as a result of a Covered Maternity)</b>	\$750
<b>Mental Illness</b>	<b>Inpatient:</b> Payable at 50% up to \$10,000, to a max of 45 days <b>Outpatient:</b> Payable at 80% up to \$500
<b>Alcohol and Drug Abuse</b>	Payable at 50% up to \$1,000
<b>Physiotherapy</b>	Up to \$50 per day up to the Per Injury/Illness Medical Maximum
<b>Spinal Manipulation</b>	Up to \$50 per day up to the Per Injury/Illness Medical Maximum
<b>Acute Onset of a Pre-Existing Condition(s)</b>	\$25,000
<b>Noncontact Amateur Sports</b>	<b>High School, Interscholastic, Intramural or Club Sports:</b> Up to \$5,000
<b>Personal Liability</b>	\$100,000
<b>Benefit Period</b>	Benefit Period corresponds with Your Period of Coverage.

All Coverage and Benefits are in U.S. Dollar Amounts. Unless otherwise mentioned, Deductibles, Co-payments, Coinsurance, and benefits are considered on a per Injury/Sickness basis.

## DESCRIPTION OF BENEFITS

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

Only such expenses which are specifically enumerated in the following list of charges and are incurred within the Period of Coverage, and which are not excluded, shall be considered Covered Expenses:

- 1) Charges made by a hospital for semi-private room and board, floor nursing and other services inclusive of charges for professional service and with the exception of personal services of a non-medical nature; provided, however, that expenses do not exceed the Hospital's average charge for semi-private room and board accommodations.
- 2) Charges made for Intensive Care or Coronary Care charges and nursing services.

- 3) Charges made for diagnosis, Treatment and Surgery by a Physician.
- 4) Charges made for an operating room.
- 5) Charges made for Outpatient Treatment, same as any other Treatment covered on an Inpatient basis. This includes ambulatory Surgical centers, Physicians' Outpatient visits/examinations, clinic care, and Surgical opinion consultations.
- 6) Charges made for the cost and administration of anesthetics.
- 7) Charges for Medication, X-ray services, laboratory tests and services, the use of radium and radioactive isotopes, oxygen, blood, transfusions, iron lungs, and medical Treatment.
- 8) Charges for physiotherapy, up to the maximum as stated in the Schedule of Benefits, if recommended by a Physician for the Treatment of a specific Disablement following hospitalization and administered by a licensed physiotherapist.
- 9) Dressings, drugs, and Medicines that can only be obtained upon a written prescription from a Physician or Surgeon.
- 10) Emergency local transportation to or from the nearest hospital or to and from the nearest hospital with facilities for required Treatment. Such transportation shall be by licensed ground ambulance only up to the maximum as stated in the Schedule of Benefits, within the metropolitan area in which you are located at the time the service is used. If you are in a rural area, and ground ambulance is not available then licensed air ambulance transportation to the nearest metropolitan area shall be considered a Covered Expense.

**Co-Pay Per Written Prescription of Medicine:** The copayments stated in the Schedule of Benefits are applicable per each written prescription of medicine.

**Coinsurance** - When a covered Injury or Illness is incurred by the Insured Person, the Company will pay **up to the maximum stated in the Schedule of Benefits** of Reasonable and Customary medical charges for Covered Expenses, then 100% of Reasonable and Customary medical charges for Covered Expenses up to the Medical Maximum as stated on the ID Card. In no event shall the Company's maximum liability exceed the medical maximum as stated on the ID Card. The Deductible and Coinsurance amount consists of Covered Expenses which would otherwise be payable under this Certificate. These expenses must be borne by each Insured Person.

**DENTAL (ACCIDENT COVERAGE):** The Certificate shall pay in excess of the chosen Deductible and Coinsurance up to the maximum stated in the Schedule of Benefits, for emergency Treatment to repair or replace Sound Natural Teeth damaged as the result of a covered Accident. Only those injuries caused by external contact with a foreign object are covered. You are not covered if You break a tooth while eating or biting into a foreign object.

**Dental Emergency Treatment (Sudden Relief of Pain):** The Certificate shall pay in excess of the chosen Deductible and Coinsurance up to the maximum stated in the SCHEDULE OF BENEFITS, for Emergency Treatment for the relief of pain to Sound Natural Teeth. *\*Only available to programs purchased for 1 month or more.*

**Emergency Medical Evacuation/Repatriation** - Benefits are paid for Covered Expenses incurred up to the maximum as stated in the Schedule of Benefits, for any covered Injury or Illness commencing during the Period of Coverage that result in a Medically Necessary Emergency Medical Evacuation or Repatriation. The decision for an Emergency Medical Evacuation or Repatriation must be pre-approved and arranged by Seven Corners Assist in consultation with your local attending Physician. Covered Expenses are expenses for transportation, medical services and medical supplies necessarily incurred in connection with Emergency Medical Evacuation or Repatriation. All transportation arrangements must be the most direct and economical route. Expenses for special transportation and medical supplies and services must be: a) pre-approved and ordered by Seven Corners Assist and b) required by the standard regulations of the conveyance transportation. Transportation means any land, water or air conveyance required to transport you. Special transportation includes, but is not limited to, licensed ground and air ambulances, commercial airlines, and private motor vehicles.

**The Emergency Medical Evacuation or Repatriation must be arranged by Seven Corners Assist in consultation with the Your local attending Physician. Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.**

Your Eligible Expenses will be paid up to the maximum stated in the SCHEDULE OF BENEFITS per Period of Coverage, for any covered Injury or Illness commencing during the Period of Coverage that results in Your Medically Necessary Emergency Medical Evacuation or Repatriation.

**Emergency Medical Evacuation for Acute Onset of a Pre-Existing Condition(s):** Your Eligible Expenses will be paid up to the maximum stated in the SCHEDULE OF BENEFITS per Period of Coverage, for any Acute Onset of a Pre-Existing Condition(s) that results in Your Medically Necessary Emergency Medical Evacuation or Repatriation.

**Political Evacuation:** If due to political or military events in a Host Country, a formal recommendation from the United States Department of State, Bureau of Consular Affairs or similar government organization of Your Home Country has issued for You to leave the Host Country or You are expelled or declared persona non-grata by the Host Country, all reasonable expenses incurred for transportation to the nearest place of safety or for Repatriation to Your Home Country or country of residence are covered up to the maximum stated in the SCHEDULE OF BENEFITS. Evacuation must occur within 10 days of any such event. Coverage will apply to the most appropriate and economical means consistent under the circumstances with your health & safety. Evacuation costs will be paid once per Insured Person per occurrence. In the event this benefit is needed, arrangements must be made by Seven Corners Assist. In no event will the Company pay for a Political Evacuation if there is a Travel Warning in effect on or within six (6) months prior to Your date of arrival in the Host Country. This coverage will provide the most appropriate and economical means of travel consistent under the circumstances with Your health and safety.

**Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits. The Political Evacuation Benefit will not pay, should You not heed Travel Warnings issued by the State Department or the appropriate authorities recommending that travelers avoid a certain country.**

**RETURN OF MORTAL REMAINS:** The Company will pay the reasonable Eligible Expenses incurred up to the maximum stated in the SCHEDULE OF BENEFITS to return the Your remains to Your Home Country if You die, regardless of whether the death is related to a Pre-existing Condition. Eligible Expenses include, but are not limited to, expenses for embalming, a minimally necessary container appropriate for transportation, shipping costs, and the necessary government authorizations. If the Return of Mortal Remains is chosen the Local Cremation or Burial benefit will not apply. Any and all arrangements must be made by Seven Corners Assist. **Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.**

**Local Cremation or Burial:** The Company will pay the reasonable Eligible Expenses incurred up to the maximum stated in the SCHEDULE OF BENEFITS for preparation, local burial or cremation of Your mortal remains at the place of death in accordance with the commonly accepted cultural and religious beliefs practiced by You. Coverage is not provided for burial and cremation costs incurred for religious practitioner, flowers, music, food or beverages. If the Local Cremation or Burial is chosen the Return of Mortal Remains benefit will not apply.

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

**EMERGENCY MEDICAL REUNION:** When Emergency Medical Evacuation or Repatriation occurs, the Company will arrange and pay, for round-trip economy-class transportation for one individual selected by You, from Your Home Country to the location where You are hospitalized and return to the Home Country up to the maximum stated in the SCHEDULE OF BENEFITS. Emergency Medical Reunion must be recommended by the attending Physician. The benefits payable will include: (1) The cost of a round trip economy air fare; (2) Reasonable travel and accommodation expenses (not to exceed \$200 per day) incurred in relation to the maximum stated in the Schedule of Benefits. (3) The period of Emergency Medical Reunion is not to exceed 10 days, including travel. Any and all arrangements must be made by Seven Corners Assist. **Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.**

**TERRORISM:** Coverage for Eligible Expenses resulting from Terrorist Activity, subject to the maximum stated in the SCHEDULE OF BENEFITS, provided all of the following conditions are met:

1. You have no direct or indirect involvement in the Terrorist Activity.
2. The Terrorist Activity is not in a country or location where the United States Department of State, Bureau of Consular Affairs or similar government organization of Your Home Country has issued a travel warning that has been in effect within the six (6) months prior to the Your date of arrival.

You have not unreasonably failed or refused to depart a country or location following the date a warning to leave that country or location is issued by the United States Department of State, Bureau of Consular Affairs or similar government organization of Your Home Country.

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

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

**HOME COUNTRY COVERAGE (*Incidental Trips to the Home Country*):** During the Period of Coverage, You may return to Your Home Country for incidental visits of up to thirty (30) days or pro-rata thereof. If during an incidental trip home, You suffer a new Injury or Illness, this Certificate shall pay up to the Maximum Stated in the Schedule of Benefits of Eligible Expenses for that Injury or Illness. Treatment for this Injury or Illness must occur within Your Home Country while on the incidental visit. You must first depart their Home Country in order to utilize this benefit, and it does not apply to the final trip home. In the event of a claim, You may be required to provide proof of travel intentions. Earned Home Country Coverage days for the current Period of Coverage do not extend or carry over after a completed three hundred and sixty-four (364) day Period of Coverage. The incidental trip to Your Home Country must not be for the purpose of obtaining treatment of an Illness or Injury that began while traveling abroad. The Exclusions for Medical Benefits apply.

**HOME COUNTRY EXTENSION OF BENEFITS:** The Certificate shall pay Eligible Expenses incurred in the Home Country up to the maximum stated in the Schedule of Benefits, minus the Deductible and Coinsurance, for a new covered Injury or Illness that begins while You are traveling and are first diagnosed and treated outside the Home Country. Only those Eligible Expenses that are incurred within thirty (30) days from the date of Accident or onset of Illness and which are not excluded shall be considered eligible.

**MATERNITY BENEFIT:** When Covered Maternity expenses are incurred by a Plan Participant or their Eligible Spouse, the Underwriter will pay Usual, Reasonable and Customary Charges for Eligible Expenses in excess of the Co Pay, Deductible and Coinsurance up to the maximum stated in the Schedule of Benefits. In no event shall the Underwriter's maximum liability exceed the maximum stated in the Schedule of Benefits, during any one period of individual coverage. A Plan Participant, their Eligible Spouse or their representative must notify the Underwriter of a Pregnancy within the first ninety (90) days. As stated in the Schedule of Benefits, benefits will be payable for Eligible Expenses incurred 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 or Eligible Spouse and a 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 per their guidelines for perinatal care. Coverage for a length of stay shorter than the minimum period mentioned above may be permitted if the attending Physician determines further Inpatient postpartum care is not necessary for the Plan Participant or Eligible Spouse or the Newborn child provided the following are met:

- 1) In the opinion of the 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:
  - i. The antepartum, intrapartum, postpartum course of the mother and infant;
  - ii. The gestational stage, birth weight, and clinical condition of the infant;
  - iii. The demonstrated ability of the mother to care for the infant after discharge; and
  - iv. 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 or their Eligible Spouse at their place of residence by a Physician or Nurse performed no later than forty-eight (48) hours following discharge for the Plan Participant or their Eligible Spouse and the Newborn child from the Hospital. Coverage for this visit includes, but is not limited to:
  - i. Parent education;
  - ii. Assistance and training in breast or bottle feeding; and
  - iii. Performance of any maternal or neonatal tests routinely performed during the usual course of Inpatient care for the Plan Participant or their Eligible Spouse or Newborn child, including the collection of an adequate sample for the hereditary and metabolic Newborn screening. (This visit may occur at the Physician's office.)

**FAILURE TO PRE-NOTIFY THE ADMINISTRATOR OF A PREGNANCY WITHIN THE FIRST 90 DAYS WILL RESULT IN A 25% REDUCTION OF THE ELIGIBLE BENEFITS STATED IN THE SCHEDULE OF BENEFITS.**

**Mental Illness** - For the purpose of this section, only such expenses, incurred as the result of Treatment or Medication for Mental Illness, which are specifically enumerated in the following list of charges, and which are not excluded, shall be considered as Covered Expenses:

- 1) *Inpatient Care:*
  - a) Charges made by a Hospital or mental institution for room and board, floor nursing and other services inclusive of charges for professional service and with exception of personal services of a non-medical nature, provided, however; that expenses do not exceed the Hospital's or mental institution's average charge for semi-private room and board accommodation.
  - b) Charges made for diagnosis and Treatment by a Physician.
  - c) Charges made for the cost and administration of anesthetics.
  - d) Charges for Medication, X-ray services, laboratory tests and services, oxygen, and medical Treatment.
  - e) Drugs and Medicines that can only be obtained upon a written prescription from Physician.
- 2) *Outpatient Care:*
  - a) Charges made for diagnosis and Treatment by a Physician.
  - b) Charges made for the cost and administration of anesthetics.
  - c) Charges for Medication, X-ray services, laboratory tests and services, oxygen, and medical Treatment.
  - d) Drugs and Medicines that can only be obtained upon a written prescription from a Physician.

Only those expenses specifically described above which are incurred within the following Limits from the onset of the Mental Illness and which are not excluded are considered Covered Expenses. Mental Illness must first manifest itself during the Period of Coverage. Mental Illness benefits shall be payable as stated in the Schedule of Benefits.

**ALCOHOL AND DRUG ABUSE BENEFIT:** Benefits are payable up to the maximum stated in the Schedule of Benefits for Treatment or medication for Alcohol and Drug Abuse, which are not excluded and covered under this Certificate.

**PHYSIOTHERAPY:** Benefits shall be paid for Physiotherapy which is prescribed by a Physician and administered by a licensed physiotherapist. Benefits are payable up to the maximum stated in the Schedule of Benefits.

**SPINAL MANIPULATION:** Benefits shall be paid for Spinal Manipulation which is prescribed, performed, or ordered by a licensed chiropractor for the relief of pain. Benefits are payable up to the maximum stated in the Schedule of Benefits.

**Acute Onset of a Pre-Existing Condition(s):** If You are traveling outside Your Home Country this Certificate shall pay, up to the maximum stated in the Schedule of Benefits subject to the applicable Co Pay, Deductible and Coinsurance, for Eligible Expenses, resulting from an Acute Onset of a Pre-existing Condition(s) as defined in PLAN DEFINITIONS. Coverage is provided until the earliest of:

- a. The condition is no longer acute; or
- b. You are discharged from the Hospital.

This benefit covers one (1) acute episode per Pre-Existing Condition. Coverage is available up to \$25,000 for Eligible Medical Expenses. In addition, coverage is provided up to \$25,000 for Emergency Medical Evacuation. Please see Medical Benefit Exclusions, exclusion #1 for details

**Non-contact Amateur Athletics:** The Company will pay up to the maximum stated in the Schedule of Benefits for Eligible Expenses for the Treatment of Injuries due to participation in Amateur Athletics that are non-contact, non-collision, and engaged in by You solely for recreational, entertainment or fitness purposes or that are intercollegiate, interscholastic, or club sports participated in by high school or college students. Covered Sports are tennis, squash, ultimate frisbee, kickball, volleyball, track & field, water-polo, baseball, basketball, aerobics, dancing, sailing, sea kayaking/canoeing, horseback riding, surfing, snow skiing, snowboarding, roller skating, rollerblading and swimming.

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

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

The maximum payable under this benefit is up to the maximum stated in the SCHEDULE OF BENEFITS.

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

Conditions and Restrictions:

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

- ii. A lawsuit has not yet been filed, or, if already filed, an answer or other response has not yet been filed thereto;
- iii. You obtain a full written release and/or covenant-not-to-sue upon such terms and conditions as are satisfactory to Underwriters in their sole discretion
- iv. A full proof of claim, medical bills, accident form, and such other documentation and/or proof of loss is provided to Underwriters inform and substance satisfactory to Underwriters; and
- v. The member first pays the deductible, as stated in the SCHEDULE OF BENEFITS and limits, for such injury or loss.

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

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

#### PLAN DEFINITIONS

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

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

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

**Alcohol or Drug Abuse** means any pattern of pathological use of alcohol or drug that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

**Amateur Athletics** shall mean an amateur or other non-professional sporting, recreational, or athletic activity that is organized, sponsored and/or sanctioned, and/or involves regular or scheduled practices, games and/or competitions. Amateur Athletics does not include athletic activities that are non-contact, non-collision, and engaged in by You solely for recreational, entertainment or fitness purposes.

**Benefit Period** shall mean the allowable time period you have to receive Treatment for a Covered Injury or Illness

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

**Company or Underwriter** shall mean Certain Underwriters at Lloyd's, London.

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

**Covered Maternity** shall mean a Pregnancy that occurred after the Effective Date of Coverage, to a Plan Participant or their Eligible Spouse, and was not the result of in vitro fertilization.

**Deductible** shall mean the amount of Eligible Expenses which are the responsibility of each Insured Person and must be paid by each Insured Person before benefits under the Certificate are payable by the Company.

**Dependent Child** shall mean unmarried Children over 30 days and under 19 years of age or under 26 years of age if they are attending an accredited institution of higher learning on a regular full-time basis and/or are wholly dependent upon the Plan Participant for maintenance and support. 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.

**Disablement** as used with respect to Eligible Expenses shall mean an Illness or an Accidental bodily Injury necessitating Medical Treatment by a Physician as defined in this Certificate.

**Effective Date of Coverage** shall mean the date Your coverage begins.

**Eligible Child(ren)** shall mean the Plan Participant's or Eligible Spouse's unmarried child(ren) over thirty (30) days and under nineteen (19) years of age or under twenty-five (25) years of age if they are attending an accredited institution of higher learning on a regular full-time basis and/or are wholly dependent upon the Plan Participant or Eligible Spouse for maintenance and support.

**Eligible Dependent(s)** means a Plan Participant's:

- 1) lawful Spouse, if not legally separated or divorced, or Domestic Partner or Civil Union Partner.
- 2) unmarried Children over 30 days and under 19 years of age or under 26 years of age if they are attending an accredited institution of higher learning on a regular full-time basis and/or are wholly dependent upon the Plan Participant for maintenance and support.

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.

**Eligible Expense(s)** means the Usual, Reasonable and Customary charges for services or supplies which are incurred by You for the Medically Necessary services, supplies, care, or Treatment of an Injury or Sickness. Eligible Expenses must be incurred while the Certificate is in force and which do not exceed the Maximum Benefit.

**Eligible Spouse** shall mean lawful Spouse, if not legally separated or divorced, or Domestic Partner or Civil Union Partner.

**Emergency** shall mean a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing Your life or limb in danger if medical attention is not provided within 24 hours.

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

**Full-Time Educational or Research Activities** shall mean You are enrolled and participating in an educational, vocational, cultural exchange, or training programs.

**Highway** shall mean every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

**Home Country** means the country where the insured person(s) has his or her true, fixed and permanent residence. For United States Citizens, the Home Country is always the United States.

**Hospital** as used in this Certificate shall mean except as may otherwise be provided, a Hospital (other than an institution for the aged, chronically ill or convalescent, skilled nursing facility, resting or nursing homes) operated pursuant to law for the care and Treatment of sick or Injured persons with organized facilities for diagnosis and Surgery and having 24-hour nursing service and medical supervision.

**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.

**Host Country** shall mean any country other than the country where You have Your true, fixed and permanent home and principal establishment.

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

**Immediate Family Member** 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.

**Injury** wherever used in this Certificate shall mean bodily Injury caused solely and directly by violent, Accidental, external, and visible means occurring while this Certificate is in force and resulting directly and independently of all other causes in Disablement covered by this Certificate.

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

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

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

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

**Loss**, for the Accidental Death and Dismemberment benefit, shall mean quadriplegia, paraplegia, hemiplegia, and uniplegia, means the complete and irreversible paralysis of such limbs and with regard to hands and feet, actual severance through and above the wrist or ankle joints, and with regard to eyes, entire irrecoverable Loss of sight and with regard to thumb and index finger, actual severance through or above the joint that meets the finger at the palm. Loss in reference to other coverages means Injury or damage sustained by You in consequence of happening of one or more of the Accidents against which the Underwriter has undertaken to indemnify You.

**Master Policy** means that certain group insurance policy, No. NA16SC01 issued to World Commercial Trust by Certain Underwriters at Lloyd's, London, which is available upon request from Seven Corners.

**Maximum Benefit** means the largest total amount of Eligible Expenses that the Company will pay for You as found on the ID card.

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

**Medical Treatment** means examination, treatment, and/or consultation by a Physician 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.

**Mental Illness and Mental and Nervous Disorder** shall mean any mental, nervous, or emotional Illness which generally denotes an Illness of the brain with predominant behavioral symptoms; or an Illness of the mind or personality, evidenced by abnormal behavior; or an Illness or disorder of conduct evidenced by socially deviant behavior. Mental or Nervous Disorders include without limitation: psychosis; depression; schizophrenia; bipolar affective disorder; any disease or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder in the current edition of the International Classification of Diseases as published by the U.S. Department of Health and Human Services; and those psychiatric and other Mental North American University



Illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders published by the American Psychiatric Association. Mental Illness and Mental and Nervous Disorder does not mean or include learning disabilities, attitudinal disorders or disciplinary problems. For purposes of this Insurance, Mental Illness and Mental and Nervous Disorder do not include Substance Abuse.

**Motor Vehicle** shall mean any self-propelled vehicle and any such vehicle in combination with any trailing units, used or physically capable of being used upon any public Highway for the transportation of persons or property.

**Motor Vehicle Accident** shall mean the unintended collision of one Motor Vehicle with another Motor Vehicle, stationary object, and/or person, resulting in injuries, death, and/or loss of property.

**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 Disaster** shall mean any event or force of nature caused by environmental factors that has catastrophic consequences. Covered Natural Disasters are: avalanche, earthquake, flood, hurricane, impact event, landslides, mudslides, tornado, tsunami, tropical cyclone, typhoon, volcanic eruption, and wildfire.

**Newborn Child(ren)** shall mean an infant from the moment of birth through the first thirty-one (31) days of life.

**Occupational Disease** means an Illness or Injury resulting from or in the course of any employment for wage or profit by You. Occupational Disease is not a contagious disease resulting from exposure to fellow employees or from a hazard to which the workman would have been equally exposed outside of his employment. An Occupational Disease is also not an ordinary disease of life to which the general public is equally exposed, unless such disease follows as a complication and a natural incident of an Occupational Disease or unless there is a constant exposure peculiar to the occupation itself that makes such disease a hazard inherent in such occupation.

**Outpatient** shall mean a Plan Participant or Eligible Dependent who receives care in a Hospital or another institution, including; ambulatory surgical center; or Physician's office, for an Illness 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.

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

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

**Permanent Residence** means the country where an Insured Person has his or her true, fixed and permanent home and principal establishment, and to which You have the intention of returning.

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

**Plan Participant** means a person eligible for coverage as identified in the Eligibility Requirements, for whom proper premium payment has been made when due, and who is therefore an Insured Person under the Certificate.

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

**Policyholder** means the World Commercial (BVI) Trust.

**Pre-Existing Condition** means any medical condition, Sickness, Injury, Illness, disease, Mental Illness or Mental Nervous Disorder, regardless of the cause including any Congenital, chronic, subsequent, or recurring complications or consequences related thereto or resulting therefrom that with reasonable medical certainty existed at the time of application or any time during the twelve (12) months prior to the effective date of coverage under this Certificate, whether or not previously manifested, symptomatic, known, diagnosed, treated or disclosed. This specifically includes but is not limited to any medical condition, sickness, Injury, Illness, disease, Mental Illness or Mental Nervous Disorder, for which medical advice, diagnosis, care or treatment was recommended or received or for which a reasonably prudent person would have sought treatment during the twelve (12) month period immediately preceding the effective date of coverage under this Certificate.

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

**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.

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

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

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

**Sound Natural Tooth or Sound Natural Teeth** is a tooth that is whole or properly restored; is without impairment, periodontal or other conditions; is not more susceptible to Injury than a virgin tooth, and is not in need of the Treatment provided for any reason other than Accidental Injury. A tooth previously restored with a crown, inlay, onlay, or porcelain restoration, or treated by endodontics, is not a Sound Natural Tooth.

**Spinal Manipulation** shall mean Outpatient Treatment in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference as a result of or related to distortion, misalignment or subluxation of or in the vertebral column.

**Spouse** means lawful spouse, if not legally separated or divorced, or domestic partner or civil partner.

**Student Health Center:** Medical facility operated by an educational institution for the medical care and Treatment of its students, faculty and administration.

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

**Surgery** or **Surgical Procedure** means an invasive or 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.

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

**Third Person** means a person or entity other than You, the Policyholder or the Company.

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

**Usual, Reasonable and Customary** shall mean the maximum amount that the Company determines is Usual, Reasonable and Customary for Eligible Expenses You receive, up to but not to exceed charges actually billed. The Company's determination considers: (1) amounts charged by other Service Providers for the same or similar service in the locality where received, considering the nature and severity of the bodily Injury or Illness in connection with which such services and supplies are received; (2) any usual medical circumstances requiring additional time, skill or experience; and (3) other factors the Company determines are relevant, including but not limited to, a resource based relative value scale. For a Service Provider who has a reimbursement agreement, the Usual, Reasonable and Customary charge is equal to the amount that constitutes payment in full under any reimbursement agreement with the Company.

**You or Your** shall mean the Plan Participant or the Plan Participant's Eligible Spouse or Eligible Dependent. who meets the eligibility requirements of the Certificate and whose insurance under the Certificate is in force.

## EXCLUSIONS AND LIMITATIONS

No Benefit shall be payable for **Accident Medical, Sickness Medical, Mental Illness, Alcohol and Drug Abuse, Dental, Emergency Medical Evacuation/Repatriation, Return of Mortal Remains, and Emergency Medical Reunion**, as the result of:

- 1) Any Pre-existing Condition(s). This exclusion does not apply to Emergency Medical Evacuation/Repatriation, Emergency Medical Reunion, or Return of Mortal Remains.
  - a. This exclusion is waived up to the amount stated in the Schedule of Benefits for Eligible Expenses incurred outside of their Home Country, minus the Deductible and selected Coinsurance option. This waiver does not include coverage for known, scheduled, required, or expected medical care, drugs, or Treatments existent or necessary prior to the effective date of this program. Any exclusion specifically listed in medical benefits exclusions, 2 through 46, will not receive benefits from this waiver. *If the Pre-existing Conditions exclusion is waived, all of the remaining exclusions still apply*
- 2) Claims not received by Seven Corners within ninety (90) days of the date of service;
- 3) Expenses which were not recommended, approved and certified as Medically Necessary and reasonable by a Physician;
- 4) Durable medical equipment;
- 5) Charges for Treatment which exceed Usual, Reasonable and Customary charges; or charges incurred for Surgeries or Treatments which are Investigational, Experimental, or for research purposes; expenses which are non-medical in nature;
- 6) Suicide or any attempt thereof, or self-destruction or any attempt thereof; intentionally self-inflicted Injury or Illness
- 7) War, hostilities or warlike operations (whether war be declared or not), Invasion, Act of an enemy foreign to Your nationality or the country in, or over, which the act occurs, Civil war, Riot, Rebellion, Insurrection, Revolution, Overthrow of the legally constituted government, Civil commotion assuming the proportions of, or amounting to, an uprising, Military or usurped power, Explosions of war weapons, Utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to Your nationality whether war be declared with that state or not. For the purpose of this Exclusion; i) Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals (including in connection with Terrorist Activity). ii) Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals (including in connection with Terrorist Activity). iii) Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals (including in connection with Terrorist Activity). Also excluded hereon is any Loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the situations described above. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;
- 8) Terrorist Activity. For the purpose of this Exclusion, Terrorist Activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist Activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization(s) or governments(s). The Company shall not be liable for and will not provide coverage or benefits in excess of the maximum stated in the SCHEDULE OF BENEFITS for any claim or charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with any act of Terrorism; and provided, further, the Company shall not be liable for and will not provide any coverage or benefits for any claim, charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with the following:
  - a. Your direct or indirect involvement in the Terrorist Activity.
  - b. The Terrorist Activity is not in a country or location where the United States Department of State, Bureau of Consular Affairs or similar government organization of Your Home Country has issued a travel warning that has been in effect within the six (6) months prior to the Your date of arrival.
  - c. You have not unreasonably failed or refused to depart a country or location following the date a warning to leave that country or location is issued by the United States Department of State, Bureau of Consular Affairs or similar government organization of Your Home Country.
- 9) Any Illness or Injury sustained while participating in: Amateur Athletics, professional athletics, or other athletic activity that is sponsored or sanctioned by the National Collegiate Athletic Association (and/or any other collegiate sanctioning or governing body), or the International Olympic Committee. Practice or training in preparation for any excluded activity which results in Illness or Injury will be considered as activity while taking part in such activity;
- 10) Routine physicals, inoculations, or other examinations including but not limited to laboratory, diagnostic, or x-ray examinations where there are no objective indications or impairment in normal health, unless otherwise covered under this Certificate;
- 11) Diagnosis or Treatment of the temporomandibular joint;
- 12) Expenses for vocational, occupational, sleep, speech, recreational or music therapy;
- 13) Services, supplies, or Treatment prescribed, performed or provided by a Relative of You or any family member of You or anyone who lives with You. This includes but is not limited to prescription medication and any diagnostic testing;
- 14) Elective Surgery which can be postponed until You return to their Home Country, where the objective of the trip is to seek medical advice, Treatment or Surgery;

- 15) Treatment and the provision of false teeth or dentures or dental appliances, normal ear tests and the provision of hearing aids, hearing implants, cosmetic or plastic Surgery (including deviated nasal septum), dental expenses except as specifically provided in the Dental Emergency Treatment benefit , eye refractions or eye examinations for the purpose of prescribing corrective lenses for eye-glasses or for the fitting thereof, unless caused by Accidental bodily Injury incurred while insured hereunder; eyeglasses, contact lenses; eye surgery when the primary purpose is to correct nearsightedness, farsightedness or astigmatism;
- 16) Treatment in connection with alcohol, drug or chemical abuse, misuse, illegal use, overuse or dependency or use of any drug or narcotic agent; Injury sustained while under the influence of or Disablement due wholly or partly to the effects of intoxicating liquor, chemicals, or drugs or narcotic agent, unless administered under the advice of a Physician and said narcotic agent was taken in accordance with the proper dosing as directed by the physician, unless otherwise covered under this Certificate;
- 17) Injury sustained or Disablement due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with the proper dosing as directed by a Physician;
- 18) Any Mental and Nervous disorders or rest cures, unless otherwise covered under this Certificate;
- 19) Learning disabilities, attitudinal disorders, or disciplinary problems;
- 20) Congenital abnormalities and conditions arising out of or resulting there from;
- 21) Expenses as a result of, or in connection with, the commission of a felony offense or any other criminal or illegal activity as defined by the local governing body;
- 22) Injury sustained while taking part in Mountaineering, hang gliding, paragliding, Parachuting, paragliding, zip lining, parasailing, bungee jumping, racing by any animal or motor vehicle or motorcycle, snowmobiling, motorcycle/motor scooter riding (whether as a passenger or driver), scuba diving involving underwater breathing apparatus (unless SSI, PADI or NAUI certified), water skiing, wakeboard riding, jet skiing, windsurfing, snow skiing and snowboarding (except for recreational downhill and/or cross country snow skiing or snowboarding. No cover provided while skiing/boarding in any violation of applicable laws, rules or regulations, away from prepared and market in-bound territories; and/or against the advice of the local ski school or local authoritative body); and any sport or athletic activity which is undertaken for thrill seeking and exposes You to abnormal or extreme risk of injury;
- 23) Treatment paid for or furnished under any other individual, government, or group policy or charges provided at no cost to You;
- 24) Pregnancy or Illness resulting from pregnancy, childbirth, or miscarriage; or for miscarriage resulting from an Accident or complications of Pregnancy; or for pre-natal care postnatal care, unless otherwise covered under this Plan;
- 25) Charges for pre-natal care, delivery, post-natal care, and care of Newborns, are excluded from this insurance when conception occurred prior to the Effective Date of Coverage and/or the Pregnancy is a result of In vitro Fertilization;
- 26) 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;
- 27) Treatment for human organ tissue transplants and their related Treatment;
- 28) Occupational Diseases, including but not limited to disease(s) related to asbestos exposure, and the complications thereof, including asbestosis and mesothelioma related to asbestos exposure;
- 29) Expenses incurred during a Hospital emergency room visit which is not of an Emergency nature;
- 30) Injury sustained as the result of You operating a Motor Vehicle while not properly licensed to do so in the jurisdiction in which the Motor Vehicle Accident takes place;
- 31) Expenses incurred for which travel was undertaken to seek Medical Treatment for a condition; or incurred after Your physician has limited or restricted travel;
- 32) Loss or damage (including death or Injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- 33) All charges incurred while confined primarily to receive Custodial Care, Educational or Rehabilitative Care, or any Medical Treatment in any establishment for the care of the aged;
- 34) Modifications of the physical body intended to improve the psychological, mental or emotional well-being of the Insured, including but not limited to sex-change Surgery; any drug, Treatment, or procedure that promotes, enhances or corrects impotency or sexual dysfunction;
- 35) Weight reduction programs or the surgical Treatment of obesity, including but not limited to wiring of the teeth and all forms of intestinal bypass Surgery;
- 36) Expenses resulting from Acquired Immune Deficiency Syndrome (AIDS), Aids-Related Complex (ARC) or the Human Immunodeficiency Virus (HIV).
- 37) Diagnosis and or Treatment of venereal disease, including all sexually transmitted diseases and conditions and any and all consequences thereof;
- 38) Expenses incurred while You are in Your Home Country (except after approved Emergency Medical Evacuation/Repatriation or if covered under the Home Country Coverage Benefit);
- 39) Exercise programs, whether or not prescribed or recommended by a Physician;
- 40) Treatment required as a result of complications or consequences of a Treatment or condition not covered hereunder;
- 41) Charges for travel accommodations, except as provided for in the Local Ambulance, Emergency Medical Evacuation/Repatriation, Return of Mortal Remains, Political Evacuation, and Emergency Medical Reunion;
- 42) Diagnosis or Treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive materials;
- 43) Diagnosis or Treatment for acne, moles, skin tags, disease of sebaceous glands, seborrhea, sebaceous cyst, unspecified disease of the sebaceous glands, hypertrophic and atrophic conditions of skin, nevus;
- 44) Treatment, services or supplies that are not administered by or under the supervision of a Physician and products that can be purchased without a doctor's prescription;

- 45) Treatment of sleep apnea or other sleep disorders.
- 46) Expenses incurred in the United States unless the expenses pertain to the Home Country Coverage Benefit, or unless the option has been selected and applicable premium has been paid in full.

No Benefit shall be payable for **Accidental Death and Dismemberment (AD&D)** as the result of:

- 1) Hernia of any kind;
- 2) Injury sustained while You are riding as a pilot, student pilot, operator or crew member, in or on, boarding or alighting from, any type of aircraft;
- 3) Injury sustained while You are riding as a passenger in any aircraft (a) not having a current and valid Airworthy Certificate and (b) not piloted by a person who holds a valid and current certificate of competency for piloting such aircraft;
- 4) War, hostilities or warlike operations (whether war be declared or not), Invasion, Act of an enemy foreign to Your nationality or the country in, or over, which the act occurs, Civil war, Riot, Rebellion, Insurrection, Revolution, Overthrow of the legally constituted government, Civil commotion assuming the proportions of, or amounting to, an uprising, Military or usurped power, Explosions of war weapons, Utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to Your nationality whether war be declared with that state or not. For the purpose of this Exclusion;
  - a. Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
  - b. Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
  - c. Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

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

- 5) Service in the military, naval or air service of any country and while on duty as a member of a police force or unit;
- 6) Flying in any aircraft being used for or in connection with acrobatic or stunt flying, racing, endurance tests, rocket-propelled aircraft, crop dusting or seeding or spraying, firefighting, exploration, pipe or power line inspection, any form of hunting or herding, aerial photography, banner towing or any experimental purpose;
- 7) Flying in any aircraft which is engaged in any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted;
- 8) Disease or Sickness of any kind;
- 9) Being under the influence of alcohol or having taken drugs or narcotics unless prescribed by a legally qualified Physician or Surgeon;
- 10) Injury occasioned or occurring while You are committing or attempting to commit a felony or to which a contributing cause was You being engaged in an illegal occupation;
- 11) Riding or driving in any kind of competition;
- 12) Pregnancy, childbirth, miscarriage or abortion;
- 13) Loss or damage (including death or Injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act.
- 14) Suicide or attempt thereof by You while sane, or self-destruction or any attempt thereof by You while insane;
- 15) Bacterial infections except pyogenic infection which shall occur through an Accidental cut or wound;

For **Political Evacuation**, this insurance does not cover: 1) Losses recoverable under any other insurance or through an employer; 2) Losses arising from or attributable to a) dishonest or criminal acts committed or attempted by You, b) alleged violation of the laws of the Host Country, unless the Underwriter determines such allegations to be fraudulent, or c) failure to maintain required documents or visas; 3) Losses attributable to a) debt, insolvency, commercial failure, or the repossession of any property, b) Your non-compliance with a contract or license or c) implementation of legally contributed exchange rates; 4) Losses due to liability assumed by You under any contract. 5) All costs not arranged by Seven Corners Assist.

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

1. Any damages, losses or claims caused in whole or in part by You during any hunt or as a result of hunting.
2. Any criminal, fraudulent, deceptive, willful, reckless, malicious or other unlawful acts or omissions committed by You, or any acts or omissions committed by You in connection with the violation or breach of any laws, statutes, ordinances, legal orders, rules or regulations to which You are subject or by which You are bound.
3. Any loss, damage or claim arising or resulting from the use of any firearms, fireworks, explosives, welding equipment, propane tanks, or other flammables, deadly weapons or hazardous implements.

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

## PART V - PLAN PROVISIONS

1. Notice of Claim: Written notice of claim must be given to the Underwriter within ninety (90) days after the occurrence or commencement of any Disablement covered by the Certificate, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Administrative Offices of the Underwriter, or to any authorized agent of the Underwriter, with information sufficient to identify the Insured Person shall be deemed notice to the Underwriter.
2. Claim Forms: The Underwriter, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within fifteen (15) days after the giving of such notice the claimant shall be deemed to have complied with the requirements of the Certificate as to Proof of Loss upon submitting, within the time fixed in the Certificate for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the Disablement for which claim is made.
3. Proof of Loss: Written Proof of Loss must be furnished to the Underwriter at its said office in case of claim for loss for which this Certificate provides any periodic payment contingent upon continuing loss within 90 (ninety) days after the termination of the period for which the Underwriter is liable and in case of claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible. The Underwriter at its option may pend resolution and adjudication of submitted claims and/or deny coverage for Proof of Loss submitted thereafter, or for incomplete Proof of Loss and/or failure to submit Proof of Loss.
4. Time of Payment of Claims: Indemnities payable under the Certificate for any loss other than loss for which the Certificate provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued indemnities for loss for which the Certificate provides periodic payment will be paid at the expiration of each four (4) weeks during the continuance of the period for which the Underwriter is liable, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.
5. Payment of Claims: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured Person. Any other accrued indemnities unpaid at the Insured Person's death may, at the option of the Underwriter, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person.  
If any indemnity of the Certificate shall be payable to the estate of an Insured Person, or to an Insured Person who is a minor or otherwise not competent to give a valid release, the Underwriter may pay such indemnity, up to an amount not exceeding \$1,000, to any Relative by blood or connection by marriage of the Insured Person who is deemed by the Underwriter to be equitably entitled thereto. Any payment made by the Underwriter in good faith pursuant to this provision shall fully discharge the Underwriter to the extent of such payment.  
Subject to any written direction of the Insured Person all or a portion of any indemnities provided by this Certificate on account of Hospital, nursing, medical or Surgical service may, at the Underwriter's option and unless the Insured Person requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the Hospital or person rendering such services, but it is not required that the service be rendered by a particular Hospital or person.
6. Physical Examination and Autopsy: The Underwriter at its own expenses shall have the right and opportunity to examine the person of any individual whose Injury or Illness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.
7. Legal Actions: No actions at law or in equity shall be brought to recover on the Certificate prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with requirements of this Certificate. No such action shall be brought after expiration of three (3) years after that time written Proof of Loss is required to be furnished.
8. Patient Protection and Affordable Care Act: This insurance is not subject to, and does not provide certain insurance benefits required by the United States Patient Protection and Affordable Care Act ("PPACA"). The insurance benefits provided by this plan are stated in Your coverage documents and do not include any additional benefits required by the PPACA. The PPACA requires certain U.S. residents and citizens to obtain PPACA compliant insurance coverage. In certain circumstances penalties may be imposed on U.S. residents and citizens who do not maintain PPACA compliant insurance coverage. You should consult Your attorney, insurance agent, or tax professional to determine if the PPACA's requirements are applicable to You.
9. Coordination of Benefits: The Underwriter coordinates benefits with other payers when an Insured Person(s) is covered by two (2) or more health plans. Coordination of Benefits is the industry standard practice used to share the cost of care between two (2) or more carriers when an Insured Person(s) is covered by more than one (1) health benefit plan. Our Coordination of Benefits and Services provision is attached hereto as APPENDIX A.
10. Any initial inquiry or complaint should be addressed to the Administrator, as defined herein. If the Insured Person is not satisfied with the manner in which an inquiry or complaint has been managed by the Administrator, the Insured Person may request in writing to the Complaints & Advisory Department at Lloyd's to review the case without prejudice to Your rights in law.

Complaints and Advisory Department of Lloyd's  
1 Lime Street  
London EC3M 7HA  
United Kingdom

### **Excess Benefits**

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

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

### **Refund of Premium**

Certain Underwriters at Lloyds, London realizes that there is uncertainty in international travel. Refund of total Certificate cost will only be considered if written request is received by the Administrator prior to the Effective Date of Coverage. If written request is received after the Effective Date of Coverage, the unused portion of the Certificate cost may be refunded minus a cancellation fee, provided no claim has been submitted to the Administrator for reimbursement.

### **Subrogation**

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

### **Coverage Intent**

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

### **Pre-Notification and Network Procedures**

1. Pre-Notification - You or someone on Your behalf are required to contact Seven Corners Assist in the following situations:

- a) Within 48 hours of an emergency Hospital admission anywhere in the world.
- b) Before a scheduled, non-emergency Hospital admission anywhere in the world.
- c) Before receiving any medical Treatment inside the United States.
- d) Before Inpatient or Outpatient surgery worldwide.
- e) Within 90 days of a Pregnancy.

*Pre-Notification does not guarantee that benefits will be paid. The North American University plan cannot guarantee payment to an individual or a facility for medical expenses until it has been determined that it is an eligible expense and a signed agreement has been received from the appropriate medical facility.*

**FAILURE TO PRE-NOTIFY THE ADMINISTRATOR OF A PREGNANCY WITHIN THE FIRST 90 DAYS WILL RESULT IN A 25% REDUCTION OF THE ELIGIBLE BENEFITS STATED IN THE SCHEDULE OF BENEFITS.**

2. Network

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

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

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

Contact us immediately for Emergency Medical Evacuation, Return of Mortal Remains, Political Evacuation, and Emergency Medical Reunion.

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

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

Seven Corners Assist

Inside the United States: 1-866-690-6295 (Toll-Free)

Outside the United States: 1-317-818-2808 (Collect)

Fax: 1-317-815-5984

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



### Wellabroad.com

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

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

### How to Obtain Travel Assistance

To receive assistance worldwide, call Seven Corners Assist at the numbers below and provide them with Your ID Number.

For Emergency Medical Evacuation, Return of Mortal Remains, Emergency Medical Reunion, Political Evacuation, Assistance Services, call:  
if in the United States, Canada, and the Caribbean: 1-800-690-6295,  
or if outside the United States, Canada, or the Caribbean: 1-317-818-2808 (collect)

### Claims Services

Important Note: Claim forms and receipts for medical expenses must be sent to Seven Corners quickly. Claim submissions must be made within ninety (90) after the Date of Service. Should they be received after ninety (90) days, they may be considered ineligible.

To report claims or verify eligibility, send the original bills and claim forms to Seven Corners, Inc., or call or fax to the numbers below. Be certain to include Your ID# shown on the ID Card with all correspondences:

Seven Corners, Inc.

303 Congressional Blvd; Carmel, IN 46032

800-335-0477 or 317-575-2652 FAX 317-575-2256 email: [claims@sevencorners.com](mailto:claims@sevencorners.com) [www.SevenCorners.com](http://www.SevenCorners.com)

### Insurance Underwriter

This Insurance, under Certificate **ATR16-160816-01LS** is underwritten by Certain Underwriters at Lloyds, London, rated "A" (Excellent) by AM Best.

### **Purpose of This Provision**

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

### **DEFINITIONS**

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

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

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

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

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

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

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

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

Plan does not include:

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

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

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

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

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

### **PRIMARY AND SECONDARY PLAN**

The Company considers each plan separately when coordinating payments.

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

A secondary plan takes into consideration the benefits provided by a primary plan when, according to the rules set forth below, the plan is the secondary plan. If there is more than one secondary plan, the order of benefit determination rules determine the order among the secondary plans. The secondary

plan(s) will pay up to the remaining unpaid allowable expenses, but no secondary plan will pay more than it would have paid if it had been the primary plan. The method the secondary plan uses to determine the amount to pay is set forth below in the **Procedures to be Followed by the Secondary Plan to Calculate Benefits** section of this provision.

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

#### **RULES FOR THE ORDER OF BENEFIT DETERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The secondary plan shall pay the lesser of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Primary Plan is an HMO and Secondary Plan is an HMO

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

### **SEVERABILITY OF INTEREST CLAUSE**

This Certificate shall operate in all respects as if a separate Certificate had been issued to each party insured hereunder, except that in no event shall the total liability of the Insurers in respect of all parties insured hereunder exceed the Limit of Indemnity stated in this Certificate. - **LSW1001**

### **LLOYD'S PRIVACY POLICY STATEMENT**

#### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want You to know how we protect the confidentiality of Your non-public personal information. We want You to know how and why we use and disclose the information that we have about You. The following describes our policies and practices for securing the privacy of our current and former customers.

#### **INFORMATION WE COLLECT**

The non-public personal information that we collect about You includes, but is not limited to:

Information contained in applications or other forms that You submit to us, such as name, address, and social security number

Information about Your transactions with our affiliates or other third-parties, such as balances and payment history

c) Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

#### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so,

#### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service Your account have access to Your personal information. We have measures in place to secure our paper files and computer systems.

#### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

You have a right to request access to or correction of Your personal information that is in our possession.

#### **CONTACTING US**

If You have any questions about this privacy notice or would like to learn more about how we protect Your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request. - **LSW1135b**

**LLOYD'S**

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