# Accident & Sickness Evidence of Coverage

This Insurance is underwritten by Advent, Lloyd's Syndicate 780.

The Plan Participant is requested to read this Evidence of Coverage, and if it is not correct, return it immediately to the Administrator for appropriate alteration.

All inquiries regarding this Evidence of Coverage should be addressed to the following Administrator:



303 Congressional Boulevard Carmel, IN 46032 1-800-335-0611 317-575-2652 317-575-2659 FAX www.sevencorners.com

# EVIDENCE OF COVERAGE DECLARATIONS

Liaison International ADV15-150105-01TM

This Declaration is attached to and forms part of certificate provisions

ITEM 1. NAMED INSURED AND MAILING ADDRESS

Fairmont Specialty Trust

Cayman Islands

# PRODUCING AGENT NAME AND MAILING ADDRESS

Seven Corners, Inc. 303 Congressional Boulevard Carmel, IN 46032

ITEM 2. POLICY PERIOD

As Shown on ID Card

X

12:01 A.M., North American Eastern Time at your mailing address

### **EVIDENCE OF COVERAGE PROVISIONS**

- **1. Signature Required.** This Evidence of Coverage shall not be valid unless signed by the Administrator on the attached Declaration Page.
- **2. Administrator Not Insurer.** The Administrator is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurer is Advent, Lloyd's Syndicate 780 (being hereinafter called "the Company" or "Underwriter.
- **3. Cancellation.** If this Evidence of Coverage provides for cancellation and this Evidence of Coverage is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- **4. Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Plan Participant, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Mendes and Mount; 750 Seventh Avenue; New York, NY 10019-6829 USA (For California residents, contact Eileen Ridley, FLWA Service Corp., c/o Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 USA.), and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Plan Participant to give a written undertaking to the Plan Participant that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Plan Participant or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- **5. Assignment.** This Evidence of Coverage shall not be assigned either in whole or in part without the written consent of the Administrator endorsed hereon.
- **6.** Attached Conditions Incorporated. This Evidence of Coverage is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

### **Ouick Contacts**

Hospital and Doctor Network: To locate a network facility in the United States, search online at <a href="https://www.sevencorners.com/networkproviders">www.sevencorners.com/networkproviders</a>, contact Seven Corners Assist at the numbers shown below, or log onto WellAbroad.com.

To locate a facility outside of the United States, please 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, Return of Mortal Remains, Emergency Medical Reunion, and Return of Minor Child(ren).

Seven Corners Assist - In the United States, Canada, and the Caribbean (Toll-free): 1-800-690-6295 or Collect Calls: 0-317-818-2808

Email: assist@sevencorners.com

Assistance Services are provided by Seven Corners Assist and is not an insurance benefit offered By Advent, Lloyd's Syndicate 780.

The Company 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 Company. 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.

This Evidence of Coverage provides you with a summary of the benefits of the Liaison International insurance plan as underwritten by Advent Syndicate 780 at Lloyd's.

Please keep this as a summary of the insurance plan as specified in the Master Policy. The Policy contains a complete description of all of the same terms and conditions outlined in this Evidence of Coverage including: benefits, limitations, and exclusions as underwritten by Advent Syndicate 780 at Lloyd's. In the event of a discrepancy, the Policy will prevail.

# **SCHEDULE OF BENEFITS**

POLICYHOLDER: Fairmont Specialty Trust
POLICY EFFECTIVE DATE: 1/1/2015
POLICY NUMBER: ADV15-150105-01TM

PREMIUM DUE DATE: Prior to effective date

**PLAN PARTICIPANT PERIOD of COVERAGE:** The minimum Period of Coverage is five (5) days, maximum Period of Coverage is forty-five (45) days. Coverage can be purchased in a combination of monthly and/or daily periods by paying the appropriate plan Cost

**ELIGIBLE PERSONS:** Individuals and families while traveling outside of their Home Country. Coverage shall apply worldwide with the option to include the United States.

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

# **PREMIUMS:**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

International Travel Medical Coverage:

				\$250 Deductil	ole
	Tra	Travel Including the United States			
Age Band	\$50,000	\$100,000	\$500,000	\$1,000,000	
19 to 29	\$1.14	\$1.42	\$1.81	\$1.93	
30 to 39	\$1.51	\$1.82	\$2.06	\$2.16	
40 to 49	\$2.24	\$2.74	\$3.34	\$3.59	
50 to 59	\$3.29	\$4.20	\$5.31	\$5.52	
60 to 64	\$4.11	\$5.06	\$6.57	\$6.84	
65 to 69	\$5.38	NA	NA	NA	
70 to 79	\$7.69	NA	NA	NA	
80 plus	\$18.77	NA	NA	NA	
Child Alone	\$1.14	\$1.42	\$1.79	\$1.91	
Dependent Child	\$1.08	\$1.35	\$1.70	\$1.82	

,						
	Travel Excluding the United States					
	\$50,000	\$100,000	\$500,000	\$1,000,000		
	\$0.72	\$0.88	\$1.02	\$1.13		
	\$0.85	\$1.01	\$1.31	\$1.47		
	\$1.37	\$1.55	\$1.72	\$1.88		
	\$2.33	\$2.66	\$2.83	\$2.97		
	\$2.96	\$3.48	\$3.80	\$4.21		
	\$3.60	\$4.00	\$4.26	\$4.76		
	\$5.27	\$6.99	NA	NA		
	\$10.58	NA	NA	NA		
	\$0.72	\$0.88	\$1.02	\$1.13		
	\$0.68	\$0.79	\$0.92	\$1.02		

# Deductible Factors:

Option	Factor
\$0	1.30
\$100	1.10
\$250	1.00
\$500	0.90
\$1,000	0.80
\$2,500	0.70

Hazardous Sports Coverage Factor: 1.15

**Mode** 

Premium shown above, payable: Per Day

# **SCHEDULE OF BENEFITS:**

All Coverages and Plan Costs listed in this Schedule are in U.S. Dollar amounts. Except as specifically indicated otherwise, all benefits are subject to Deductible and Coinsurance and are per Period of Coverage.

Medical Maximum	\$50,000; \$100,000; \$500,000; \$1,000,000; Medical Maximum is per person per Period of Coverage. (age 80+, maximum limited to \$15,000)		
Deductible	\$0; \$100; \$250; \$500; \$1,000; \$2,500; Deductible is per person per Period of Coverage. The selected Deductible and Coinsurance amount must be met for each forty-five (45) day period.		
Coinsurance	Traveling Outside the United States: After a Plan Participant pays the Deductible, the plan pays 100% to the select Medical Maximum.  Traveling Inside the United States: After a Plan Participant pays the Deductible, the plan pays 80% of the next \$5,000 eligible expenses, then 100% to the selected Medical Maximum.		
Hospital Indemnity	\$150 per night, up to a maximum of 30 days (Applicable to individuals traveling outside the United States and Canada only) per Occurrence		
Dental (Accident Coverage)	Up to \$500		
Dental (Sudden Relief of Pain)	Up to \$100		
Emergency Medical Evacuation/Repatriation	Up to \$300,000 (in addition to the Medical Maximum)		
Return of Mortal Remains	Up to \$50,000		
Return of Minor Child(ren)	Up to \$50,000		
<b>Emergency Medical Reunion</b>	Up to \$50,000		
<b>Local Ambulance Benefit</b>	Up to \$5,000		
Terrorism	Up to \$50,000 per person per lifetime		
Accidental Death & Dismemberment (AD&D)	\$25,000 principal sum for Plan Participant or Plan Participant Spouse \$5,000 principal sum for Dependent Child Aggregate limit of \$250,000 per family		
Loss of Checked Baggage Up to \$250 per Occurrence.			
Interruption of Trip	Up to \$5,000		
<b>Home Country Coverage</b>	Incidental Trips to The Home Country: Up to \$50,000 Home Country Extension of Benefits: Up to \$5,000		
Unexpected Recurrence of a Pre-existing Condition	Up to \$20,000 (Applicable to U.S. residents traveling outside the United States and Canada; Age 70+, up to \$5,000)		
Acute Onset of a Pre-existing Condition(s)	Up to \$15,000 for Medical Expenses and up to \$25,000 for Emergency Medical Evacuation/Repatriation for non-U.S. residents under age 70 traveling in the United States (Age 70+ no benefit) per Period of Coverage.		
Hospital Room & Board	Reasonable and Customary to the selected Medical Maximum		
Intensive Care	Reasonable and Customary to the selected Medical Maximum		
Outpatient Medical Expenses	Reasonable and Customary to the selected Medical Maximum		
Hazardous Sports Coverage	Optional		
Benefit Period	180 days		
	<u> </u>		

### **DEFINITIONS**

The male pronoun includes the female whenever used.

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

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

**Accident or Accidental** means a sudden, unforeseeable, external event that result in Injury to the Plan Participant and occurs while the coverage is in effect.

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 policy. 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.

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

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

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

**Coinsurance** shall mean the percentage amount of Covered Expenses, after the Deductible, which is Plan Participant's responsibility to pay.

**Common Carrier** means any motorized land, sea, and/or air conveyance operating under a valid license for the transportation of passenger for hire.

Company means Advent, Lloyd's Syndicate 780. Also hereinafter referred to as Underwriter, We, Us and Our(s).

### Complications of Pregnancy means a condition which:

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

Complications of Pregnancy will not include:

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

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

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

Covered Expense shall mean "Eligible Benefit".

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

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

# **Dependent** 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 14 days and under 19 years of age.

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

**Eligible Expenses** means the Reasonable and Customary charges for services or supplies which are incurred by the Plan Participant for the Medically Necessary treatment of an Injury or Sickness. Eligible Expenses must be incurred while the Policy is in force.

**Emergency** means a Sickness or Injury for which the Plan Participant seeks immediate Medical Treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would cause:

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

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

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

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

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

The Company will make the final determination as to whether a service or supply is Experimental/Investigational

**Expatriate** means (1) a person working or living outside their country of citizenship; (2) a person working outside their country of citizenship and outside the employer's country of domicile; or (3) non-U.S. citizens working in the United States.

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

Home Country means the country where a Plan Participant has his or her true, fixed and permanent home and principal establishment.

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

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

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

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

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

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

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

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

Illness shall mean a Sickness, disorder, Illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition, provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one Illness. Further, if a subsequent Illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness. Any complication or any condition arising out of an Illness for which the Plan Participant is being treated or has received Treatment will be considered as part of the original Illness.

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

**Injury** means bodily harm resulting, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same person sustained in one Accident, including all related conditions and recurring symptoms of injuries will be considered on Injury.

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

**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

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

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

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

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

- 1) Required, necessary and appropriate for the diagnosis or treatment of a Sickness or Injury; and
- 2) Prescribed or ordered by a Physician or furnished by a Hospital; and
- 3) Performed in the least costly setting required by the condition; and
- 4) Consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered;
- 5) Not excessive in scope, duration, or intensity to provide safe and adequate, and appropriate Treatment.

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

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

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

The fact that any particular Physician may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make such Treatment Medically Necessary or make the charge of a Covered Expense under this Policy

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

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

**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 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.

**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** means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

Occupational Disease means an Illness or Injury resulting from or in the course of any employment for wage or profit by the Plan Participant. 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** means a Plan Participant who receives care in a Hospital or another institution, including; ambulatory surgical center; convalescent/skilled nursing facility; or Physician's office, for a Sickness or Injury, but who is not confined and is not charged for room and board.

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

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

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

Participation/Subscription Agreement means the agreement completed by a Plan Participant for insurance under the Master Policy.

**Period of Coverage** shall mean the Period of Coverage issued by the Underwriter to the Plan Participant Person, typically beginning with the effective date and ending with the expiration Date or the date coverage is renewed by the Underwriter.

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

**Plan Participant** means a person and Dependent eligible for coverage as identified in the Enrollment/Application, for whom proper premium payment has been made when due, and who is therefore a Plan Participant under the Policy.

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

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

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

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 thirty-six (36) months prior to the effective date of coverage under this policy, whether or not previously manifested, symptomatic, known, diagnosed, treated or disclosed. This specifically includes but is not limited to any medical condition, sickness, Injury, Illness, disease, Mental Illness or Mental Nervous Disorder, for which medical advice, diagnosis, care or treatment was recommended or received or for which a reasonably prudent person would have sought treatment during the thirty-six (36) month period immediately preceding the effective date of coverage under this policy. \*For U.S. and Canadian residents traveling outside the United States and Canada, the Pre-existing Condition period is twelve (12) months instead of thirty-six (36) months.

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

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

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

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

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

**Relative** 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 Plan Participant.

Scheduled Departure Date means the date on which the Plan Participant is originally scheduled to leave on the Plan Participant's trip.

Scheduled Return Date means the date on which the Plan Participant is originally scheduled to return to the point of origin or the original final destination of the Plan Participant's trip.

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

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

**Skilled Nursing Facility** means a facility that provides skilled nursing 24 hours a day, seven days a week, under the supervision of a Registered Nurse, and/or skilled rehabilitative services at least five days per week. The emphasis is on skilled nursing care, with restorative, physical, occupational, and other therapies available. A Skilled Nursing Facility provides services that cannot be efficiently or effectively rendered at home or in an intermediate care facility. The service provided must be directed towards the patient achieving independence in activities of daily living, improving the patient's condition, and facilitating discharge.

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

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

Substance Abuse means alcohol, drug or chemical abuse, overuse or dependency.

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

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

**Traveling Companion** means a person or persons whose names appear with the Plan Participant's on the same Travel Arrangements and who, during the Trip, will share accommodations with the Plan Participant in the same room, cabin, condominium unit, apartment unit or other lodging

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

**Trip** means a scheduled trip for which coverage for travel arrangements is requested and the premium is paid prior to the Plan Participant's actual or Scheduled Departure Date of the Plan Participant's Trip.

**Underwriter or We, Our, Us** means Advent, Lloyd's Syndicate 780 underwriting this insurance.

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

### **ELIGIBILITY FOR INSURANCE**

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

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

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

- 1) the Plan Participant is eligible, if the Plan Participant has Dependents on that date; or
- 2) the date the person becomes a Dependent.

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

### **EFFECTIVE DATES OF INSURANCE:**

### Plan Participant's Effective Date for Coverages:

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

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

### TERMINATION DATE OF INSURANCE:

# Plan Participant's Termination Date:

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

- 1) The date He is no longer an Eligible person; or
- 2) The date the Plan Participant returns to his or her Home Country unless otherwise covered under the Policy; or;
- 3) The expiration of 45 days from the Effective Date of Coverage; or
- 4) The date shown on the Evidence of Coverage or ID card issued by the Company; or
- 5) The date He reports for full-time active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
  - a) The date the premium is fully earned; or
  - b) The Expiration Date of the Policy.
- 6) The end of the period for which the last premium contribution is made; or
- 7) The date the Plan Participant requests, in writing, that his/her coverage be terminated.

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

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

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

### PREMIUM PROVISIONS

### **Premiums:**

The Company provides insurance in return for premium payments. The premium shown in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premiums are due prior to the Effective Date of Coverage. Premium payment made in advance or for more than a one month period will not affect any provisions of the Policy with regard to change. Premiums due for the Policy will be remitted to Us by an officer of the Policyholder or by any other person designated by the Policyholder to remit such premiums.

Failure by the Plan Participant to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

### **Grace Period:**

A grace period of 14 days is granted for each premium due after the first premium due date. Coverage will stay in force during this period provided the Plan Participant pays all the premiums due by the last day of the grace period, unless notice has been sent, in accordance with the TERMINATION provision, of the intent to terminate coverage under the Policy. Coverage will end if the premium is not paid by the end of the grace period.

# Reinstatement

The Policy may be reinstated within 14 days of lapse if it is lapsed for nonpayment of premium, if the Plan Participant submits written application to the Company; the Company accepts the application and the Plan Participant makes payment of all overdue premiums.

### **Cancellation by Plan Participant**

The Plan Participant may request cancellation and a full refund of premium for this insurance by giving the Company written notice prior to the Effective Date of Coverage under the Policy.

For a written request for cancellation after such Effective Date of Coverage, the following conditions apply for cancellation of this insurance:

- (a) If any claims have been filed with the Company, the Premium is considered fully earned and is non-refundable.
- (b) If no claims have been filed with the Company, the unused portion of the premium paid may be refunded as follows:
  - (i) a cancellation fee of \$25.00 will be charged; and
  - (ii) refund will be calculated in a pro-rata basis (refund= total premium \* unused days/total days).

### SCOPE OF COVERAGE

Benefits are payable under the Policy for Eligible Expenses incurred by a Plan Participant for the items stated in the, Schedule of Benefits. Benefits will be payable to either the Plan Participant or the Service Provider for Eligible Expenses incurred outside the Plan Participant's Home Country except for Home Country coverage as stated in the Schedule of Benefits, Home Country Coverage. Coverage is available while traveling to, from and while at the Plan Participant's destination.

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

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

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

# **Terms of Payment for Benefits:**

### **Full Excess Medical Expense:**

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

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

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

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

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

# **DESCRIPTION OF BENEFITS**

### **MEDICAL EXPENSES:**

We shall pay Reasonable and Customary charges for Covered Expenses, excess of the chosen Deductible and Coinsurance up to the selected medical maximum, incurred by a Plan Participant due to an Accidental Injury or Illness which occurred during the Period of Coverage outside the Plan Participant's 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 incurred within one hundred eighty (180) days from the date of Accident or onset of Illness and which are not excluded, shall be considered Covered Expenses:

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

# **HOSPITAL INDEMNITY:**

If a the Plan Participant is confined to a Hospital as a registered Inpatient as the result of an Illness or Injury which occurs during their Period of Coverage, the Policy will pay benefits up to the maximum stated in the Schedule of Benefits per day of confinement, in addition to any other Covered Expense, up to a maximum of thirty (30) days per Occurrence. (Only available for travel outside the United States and Canada)

# **DENTAL (ACCIDENT COVERAGE):**

The Policy 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. The Plan Participant is not covered if He breaks a tooth while eating or biting into a foreign object.

# **DENTAL (SUDDEN RELIEF OF PAIN):**

The Policy 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.

### EMERGENCY MEDICAL EVACUATION/REPATRIATION:

The Policy will pay Covered Expenses incurred up to the maximum stated in the Schedule of Benefits if any covered Injury or Illness commences during the Period of Coverage and results in Medically Necessary Emergency Medical Evacuation or Repatriation of the Plan Participant (The Plan Participant's medical condition warrants immediate transportation from the medical facility where He or She is located to the nearest adequate medical facility where medical Treatment can be obtained). This benefit must be approved and arranged by Seven Corners Assist in consultation with the local attending Physician. Emergency Medical Evacuation or Repatriation

means: a) the Plan Participant 's medical condition warrants immediate transportation from the place where the Plan Participant is located (due to inadequate medical facilities) to the nearest adequate medical facility where medical Treatment can be obtained; or b) after being treated at a local medical facility as a result of a Medical Evacuation, the Plan Participant Person's medical condition warrants transportation with a qualified medical attendant to his/her Home Country to obtain further medical Treatment or to recover; or c) both a) and b) above. All transportation arrangements must be by the most direct and economical route. The Emergency Medical Evacuation or Repatriation must be arranged by Seven Corners Assist in consultation with the Plan Participant Person's local attending Physician. Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.

### **RETURN OF MORTAL REMAINS:**

The Policy will pay the reasonable Covered Expenses incurred up to the maximum stated in the Schedule of Benefits to return the Plan Participant's remains to the Plan Participant's Home Country if He or She should die. This benefit must be approved and arranged by Seven Corners Assist. Covered Expenses include, but are not limited to, expenses for embalming, a minimally necessary container appropriate for transportation, shipping costs, and the necessary government authorizations. **Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.** 

# **RETURN OF MINOR CHILD(REN):**

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

# **EMERGENCY MEDICAL REUNION:**

When Emergency Medical Evacuation or Repatriation is ordered, and the attending Physician recommends that an Immediate Family member travel with the Plan Participant, the plan will arrange and pay up to the maximum stated in the Schedule of Benefits for roundtrip economy-class transportation for one individual of the Plan Participant's choice, from their Home Country, to be at their side while the Plan Participant is hospitalized. This benefit must be approved and arranged by Seven Corners Assist. The benefits payable will include: (1) The cost of a roundtrip economy airfare; (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 ten (10) days, including travel. Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.

### **TERRORISM:**

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

- 1. The Plan Participant has no direct or indirect involvement in the Terrorist Activity.
- 2. The Terrorist Activity is not in a country or location where the United States government has issued a Travel Warning that has been in effect within the six (6) months prior to the Plan Participant's date of arrival.
- 3. The Plan Participant has not unreasonably failed or refused to depart a country or location following the date a warning to leave that country or location is issued by the United States government.

### ACCIDENTAL DEATH & DISMEMBERMENT:

If, within 364 days from the date of an Accidental Injury covered by the Policy that occurs during the Plan Participant's Coverage Period, the Plan Participant suffers from a loss listed below, We will pay the percentage of the Principal Sum set opposite the loss in the table. If the Plan Participant sustains more than one such loss as the result of one Accident, We will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Plan Participant. The Principal Sum is the Maximum Benefit Amount shown in Schedule of Benefit. Benefits are payable if such Injury occurs:

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%
Common Carrier Accidental Death	200%

### **BAGGAGE LOSS BENEFIT:**

Benefits will be provided to the Plan Participant, up to the Maximum Benefit Amount shown in the Plan Participant's Schedule of Benefits: (a) against all risks of permanent loss, theft or damage to the Plan Participant's Baggage and Personal Effects; (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Plan Participant's Plan; and (c) occurring while coverage is in effect. For the purposes of this benefit: "Baggage and Personal Effects" means goods being used by the Plan Participant during the Plan Participant's Trip. This benefit is secondary to any coverage provided by a Common Carrier. The Plan Participant must furnish proof to Us that full reimbursement has been obtained from the airline.

The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time of loss, theft or damage, except as provided below;
- 2) the cost to repair or replace the article with material of a like kind and quality; or
- 3) \$50 per article.

### Baggage and Personal Effects does not include:

- 1) animals;
- 2) automobiles and automobile equipment;
- 3) boats or other vehicles or conveyances;
- 4) trailers;
- 5) motors:
- 6) aircraft;
- 7) bicycles, except when checked as baggage with a Common Carrier;
- 8) household effects and furnishings;
- 9) antiques and collector's items;
- 10) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids:
- 11) artificial limbs or other prosthetic devices;
- 12) prescribed medications;
- 13) keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- 14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- 15) professional or occupational equipment or property, whether or not electronic business equipment; or
- 16) sporting equipment if the loss results from the use thereof; or
- 17) telephones or PDA devices, computer hardware or software, Ipads, Ipods, Itouch, or any type of MP3 player or tablet.

# INTERRUPTION of TRIP BENEFIT

Benefits will be paid, up to the Maximum Benefit Amount shown in the Plan Participant's Schedule of Benefits, to reimburse the Plan Participant for the Prepaid Payments or Deposits for unused non-refundable land or water travel arrangements plus the additional transportation cost paid to return to Your place of residence.

Trip Interruption must be due to:

- 1) The Plan Participant's, or a Immediate Family member's, or a Child Caregiver's death, which occurs while the Plan Participant is/are on the Plan Participant's Trip;
  - The Plan Participant or Plan Participant's Traveling Companion's primary place of residence being rendered uninhabitable by fire, flood, burglary or other Natural Disaster; The Company will only pay benefits for losses occurring within 30 calendar days after the natural disaster makes the Plan Participant's destination accommodations uninhabitable. The Plan Participant's destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of the Plan Participant's Trip Cancellation coverage.

This benefit must be approved by Seven Corners Assist. Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.

### **HOME COUNTRY COVERAGE** (Incidental Trips to the Home Country):

The Policy covers Eligible Benefits related to a new covered Injury or Illness that begins while the Plan Participant is on an incidental trip to the Home Country. For this benefit, a Plan Participant receives a maximum of seven (7) days per forty-five (45) days of purchased coverage or pro rata thereof – example: approximately one (1) day per six (6) days of purchased coverage. This benefit is not available for purchases of less than thirty (30) days. The Plan Participant must first depart the Home Country in order to utilize this benefit, and it does not apply to the final trip home. In the event of a claim, a Plan Participant may be required to provide proof of travel intentions. Earned Home Country Coverage days for the current Policy Period do not extend or carry over after the Expiration Date. For this benefit, the medical maximum is as stated in the Schedule of Benefits, minus the Deductible and Coinsurance. The incidental trip to the Home Country must not be for the purpose of obtaining Treatment of an Illness or Injury that began while traveling abroad. This benefit does not provide coverage for Pre-existing Conditions because the Exclusions for Medical Benefits apply.

### **HOME COUNTRY EXTENSION OF BENEFITS:**

The Policy shall pay Eligible Benefits 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 the Plan Participant is traveling and is first diagnosed and treated outside the Home Country. Only those Covered Expenses that are incurred within one hundred and eighty (180) days from the date of Accident or onset of Illness and which are not excluded shall be considered eligible. If Seven Corners Assist evacuates/repatriates the Plan Participant to the Home Country for a Covered Injury or Illness, the \$5,000 limit for Home Country Extension of Benefits does not apply to the Medical Benefits. This benefit does not provide coverage for Pre-existing Conditions because the Exclusions for Medical Benefits apply.

### UNEXPECTED RECURRENCE OF PRE-EXISTING CONDITION

If a Plan Participant is a U.S. resident traveling outside the United Staes and Canada, this plan shall pay, up to the maximum stated in the Schedule of Benefits subject to the chosen Deductible and Coinsurance, for Covered Expenses resulting from a sudden, unexpected recurrence of a Pre-existing Condition while traveling. This benefit does not include coverage for known, scheduled, required, or expected medical care, drugs or treatments existent or necessary prior to the Effective Date of coverage.

### ACUTE ONSET OF A PRE-EXISTING CONDITION(S)

If You are a non-U.S. resident, under age 70, traveling in the United States, you are covered for an Acute Onset of a Pre-existing Condition(s) as defined in the Definitions section. This benefit does not apply to insureds age 70 or older. To be considered a Covered Expense under this benefit, the expenses for an Acute Onset must be incurred in the United States and must be a result of an Acute Onset which occurs in the United States. 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 the Maximum amounts listed in the Schedule of Benefits for Eligible Medical Expenses. This level varies based on your chosen Medical Maximum amount subject to the chosen Deductible and Coinsurance. In addition, coverage is provided up to \$25,000 for Emergency Medical Evacuation. Please see Exclusions and Limitations, Medical, exclusion #1(b) for details.

### HAZARDOUS SPORT COVERAGE (Optional)

Coverage is provided up to the chosen medical maximum amount payable as stated in the Schedule if a Plan Participant's Injury or Sickness results from the below enumerated Hazardous Sports activities:

Hazardous Sports activities: motorcycle/motor scooter riding (whether as a passenger or a driver), hang gliding, Parachuting, bungee jumping, water skiing, wakeboard riding, jet skiing, paragliding, windsurfing, snow skiing, snowmobiling, and snowboarding. Coverage is provided only if the required premium has been paid.

**ASSISTANCE SERVICES** (Assistance Services are provided by Seven Corners Assist and is not an insurance benefit offered By Advent, Lloyd's Syndicate 780)

Upon enrollment, You are eligible to use any of the assistance services provided by the Seven Corners Assist. 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

### **EXCLUSIONS AND LIMITATIONS**

No Benefit shall be payable for Medical, In-Hospital Indemnity, Dental, Emergency Medical Evacuation/Repatriation, Return of Mortal Remains, Return of Minor Child(ren), Emergency Medical Reunion, as the result of:

- 1. Pre-existing Conditions which are excluded under this Policy. This means that any claims for Pre-existing Conditions will not be covered for the duration of this policy. **This exclusion does not apply to Emergency Evacuation/Repatriation.** 
  - a. If the Plan Participant is a United States resident, this exclusion is waived up the amount stated in the Schedule of Benefits for eligible medical expenses incurred outside the United States and Canada, 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 49, will not receive benefits from this waiver.
  - b. If the Plan Participant is a non-U.S. resident under age 70, this exclusion is waived up to the amount stated in the Schedule of Benefits for eligible medical expenses for an Acute Onset of a Pre-existing Condition(s) (as defined herein) incurred in the United States, minus the Deductible and selected Coinsurance option. For persons age 70 and over, there is no benefit.

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 this program. Any exclusion specifically listed in medical benefits exclusions, 2 through 49, will not receive benefits from this waiver.

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

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

- 10. Injury sustained while participating in professional athletics, including but not limited to the event, games, practice, conditioning and any other activity related to professional athletics;
- 11. Injury sustained while participating in amateur or interscholastic athletics, including but not limited to the event, games, practice, conditioning and any other activity related to amateur or interscholastic athletics; this exclusion does not apply to non-competitive, recreational or intramural activities. Note: A sponsored and/or organized Amateur or Interscholastic Athletic event includes training camps, team sports, or any formal grouping of people participating in one or multiple events that may/may not require a fee for participation.
- 12. Routine physicals, immunizations or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or x-ray examinations, except in the course of a Disablement established by a prior call or attendance of a Physician;
- 13. Diagnosis or Treatment of the temporomandibular joint;

- 14. Expenses for vocational, occupational, sleep, speech, recreational or music therapy;
- 15. Services, supplies, or treatment prescribed, performed or provided by a Relative of the Plan Participant or any Immediate Family member of the Plan Participant or anyone who lives with the Plan Participant. This includes but is not limited to prescription medication and any diagnostic testing;
- 16. Treatment and the provision of false teeth or dentures or dental appliances, normal ear tests and the provision of hearing aids, hearing implants, dental expenses except as specifically provided in the Dental (Accident Coverage) benefit;
- 17. Cosmetic or plastic Surgery (including deviated nasal septum)
- 18. 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 Plan Participant hereunder; eyeglasses, contact lenses; eye surgery when the primary purpose is to correct nearsightedness, farsightedness or astigmatism;
- 19. Elective Surgery which can be postponed until the Plan Participant's return to their Home Country, where the objective of the trip is to seek medical advice, Treatment or Surgery;
- 20. 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;
- 21. Any Mental and Nervous disorders or rest cures;
- 22. Learning disabilities, attitudinal disorders, or disciplinary problems;
- 23. Congenital abnormalities and conditions arising out of or resulting there from;
- 24. Expenses which are non-medical in nature;
- 25. Expenses as a result of or in connection with intentionally self-inflicted Injury or Illness:
- 26. Expenses as a result of or in connection with the commission of a felony offense;
- 27. Injury sustained while taking part in Mountaineering, hang gliding, paragliding, Parachuting, 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 PADI or NAUI certified), water skiing, wakeboard riding, jet skiing, windsurfing, snow skiing and snowboarding (except for recreational downhill and/or cross country snow skiing or snowboarding. No cover provided while skiing/boarding in any violation of applicable laws, rules or regulations, away from prepared and market in-bound territories; and/or against the advice of the local ski school or local authoritative body); and any sport or athletic activity which is undertaken for thrill seeking and exposes the Plan Participant to abnormal or extreme risk of injury; Hazardous Sports Coverage: the following are covered if the required premium has been paid: motorcycle/motor scooter riding (whether as a passenger or a driver), hang gliding, Parachuting, bungee jumping, water skiing, snow skiing, snowmobiling, snowboarding, and spelunking.
- 28. Treatment paid for or furnished under any other individual or group policy or other service or medical pre-payment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government plan or facility set up for Treatment without any cost to You;
- 29. 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;
- 30. Diagnosis and or Treatment of venereal disease, including all sexually transmitted diseases and conditions and any and all consequences thereof;
- 31. Pregnancy or Illness resulting from pregnancy, childbirth, or miscarriage; or for miscarriage resulting from an Accident or Complications of Pregnancy; or for postnatal care;
- 32. 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;
- 33. Treatment for human organ tissue transplants and their related treatment;
- 34. Expenses incurred while in the Plan Participant's Home Country, except as provided under the Home Country Coverage;
- 35. Expenses incurred during a Hospital emergency visit which is not of an emergency nature;
- 36. Covered Expenses incurred for which the Trip to the Host Country was undertaken to seek Medical Treatment for a condition;
- 37. Covered Expenses incurred during a Trip after the Plan Participant's Physician has limited or restricted travel;
- 38. This plan does not insure against loss or damage (including death or Injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act.
- 39. Sex change operations, or for Treatment of sexual dysfunction or sexual inadequacy;
- 40. 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;
- 41. Expenses resulting from Acquired Immune Deficiency Syndrome (AIDS), Aids-Related Complex (ARC) or the Human Immunodeficiency Virus (HIV).
- 42. 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.
- 43. Exercise programs, whether or not prescribed or recommended by a Physician;
- 44. Treatment required as a result of complications or consequences of a Treatment or condition not covered hereunder;

- 45. Charges for travel accommodations, except as provided for in the Local Ambulance, Emergency Medical or Political Evacuation, Return of Mortal Remains, Return of Minor Children, Emergency Reunion, Natural Disaster, and Interruption of Trip sections of the Insurance;
- 46. Diagnosis or Treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive materials;
- 47. 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;
- 48. 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;
- 49. Treatment of sleep apnea or other sleep disorders.

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

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

For **Interruption of Trip**, this insurance does not cover: (1) war or any act of war, whether declared or not; participation in a felony, riot or insurrection; participation in contests of speed; a Pre-existing Condition existing prior to the Plan Participant's departure from their Home Country that has the likelihood of causing death; the Plan Participant Person or Traveling Companion or Traveling Companion's Immediate Family making changes to personal plans; having business or contractual obligations; being unable to obtain necessary travel documents (passports, visas, etc.); being detained or having property confiscated by customs authorities; carrier caused delays (including bad weather); prohibition or regulatory by any government; default of yacht charter companies; default of the organization from which the Plan Participant Person purchased their trip arrangements.

### **CLAIM PROVISIONS**

### **NOTICE OF CLAIM:**

Written notice of death, or Injury or Sickness must be given to Us within 60 days after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given to Our authorized licensed agent. Notice should include the Plan Participant's name and address.

If written notice is not received within 60 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 60 day period; and
- 2) it is further shown that notice was given as soon as possible.

### **CLAIM FORMS:**

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

# **PROOF OF LOSS:**

Written proof of loss must be furnished to Us in the case of a claim for loss for which the Policy provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which We are liable. Written proof that the loss continues must be furnished to Us at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If the proof of loss is not submitted within 90 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 90 day period; and
- 2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

### TIMELY FILING OF CLAIMS:

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

### TIME OF PAYMENT OF CLAIMS:

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

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

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

### **PAYMENT OF CLAIMS:**

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

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

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

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

# **DESIGNATION OR CHANGE OF BENEFICIARY:**

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

- 1) Beneficiaries designated in writing by the Plan Participant for the Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise:
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
  - a) a Plan Participant's lawful Spouse, if not legally separated or divorced, or Domestic Partner or Civil Union Partner;

- b) a Plan Participant's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Plan Participant has or had legal guardianship (proof will be required); or
- c) a Plan Participant's parents, whether natural, step or adoptive; or
- d) a Plan Participant's sisters or brothers, otherwise.
- 4) The estate of the Plan Participant.

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

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

### PHYSICAL EXAMINATION AND AUTOPSY:

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

# **RECOVERY OF OVERPAYMENT:**

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

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

### **RECOVERY OF BENEFITS:**

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

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

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

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

# RIGHT OF REIMBURSEMENT / SUBROGATION:

If a Plan Participant recovers expenses for Sickness or Injury that occurred due to the negligence of a Third Party, We have the right to reimbursement for all benefits We paid from any and all damages collected from the negligent Third Party for those same expenses whether by action at law, settlement, or compromise, by the Plan Participant, the Plan Participant's parents if the Plan Participant is a minor, or the Plan Participant's legal representative as a result of that Sickness or Injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise Our rights under this provision. This provision applies whether or not the Third Party admits liability.

We are assigned the right to recover from the negligent Third Party, or his or her insurer, to the extent of the benefits We paid for that Sickness or Injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise our rights under this provision. This provision applies whether or not the Third Party admits liability.

### **LEGAL ACTIONS:**

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

•

### **GENERAL PROVISIONS**

### **ENTIRE CONTRACT: CHANGES:**

The Policy, the application of the Policyholder, a copy of which is attached, endorsements, riders, and the Participation/Subscription agreement with the Plan Participant and attached papers constitute the entire contract between the parties. If an application of a Plan Participant is required, the application of any Plan Participant, at Our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Plan Participant are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Plan Participant's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in the Policy will be valid until approved by one of Our executive officers. This approval must be endorsed on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

### PATIENT PROTECTION AND AFFORDABLE CARE ACT:

The insurance provided under the Policy 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 policy are stated in the Policy documents and do not include additional benefits required be PPACA. The PPACA requires certain US 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. A Plan Participant should consult an attorney, insurance agent or tax professional to determine if the PPACA's requirements are applicable to them.

### **RECORDS MAINTAINED:**

The Policyholder or its authorized administrator/agent will maintain records of the essential features of each Plan Participant's insurance under the Policy.

We shall be permitted to examine the authorized administrator/agent's records relating to coverage under the Policy. Examination may occur at any reasonable time up to the later of:

- (1) The two year period after the expiration of the Policyholder's coverage; or
- (2) The final adjustment and settlement of all claims under the Policyholder's Plan Participant's coverage.

### **COMPLAINTS:**

Any initial inquiry or compliant should be addressed to the Administrator, as defined herein. If the Plan Participant is not satisfied with the manner in which an inquiry or complaint has been managed by the Administrator, the Plan Participant Person may request in writing to the Complaints & Advisory Department at Lloyd's to review the case without prejudice to the Plan participant's rights in law. Inquiries should be sent to: Complaints and Advisory Department of Lloyd's at 1 Lime Street, London EC3M 7HA; United Kingdom

### **OTHER COVERAGE WITH US:**

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

# **CLERICAL ERROR:**

Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder, its authorized administrator/agent or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

### **ASSIGNMENT:**

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

# **INSOLVENCY:**

The insolvency, Bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Plan Participants under the Policy.

# **WAIVER:**

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

## 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.

Pre-Notification does not guarantee that benefits will be paid. The Liaison® International 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.

### 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 out-of-pocket savings for any incurred eligible expenses.
- b) Outside of the United States: Seven Corners has an extensive network of international providers, many of which have direct pay agreements. We recommend You contact Seven Corners Assist for a provider referral, however, You may seek treatment at any facility.

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

Contact information for Seven Corners Assist is provided below and on the back of Your virtual ID Card. Our multilingual representatives are available 24/7 to help You. Contact us immediately for Emergency Medical Evacuation, Return of Mortal Remains, Emergency Medical Reunion, and Return of Minor Child(ren).

A listing of network providers can be found at www.sevencorners.com/networkproviders 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: 1-800-690-6295

Outside the United States: 0-317-818-2808 (Collect)

Fax: 1-317-815-5984

E-mail: 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.
- Online forums Fellow travelers and Seven Corners' staff post experiences and travel tips which can be accessed at any time.

### 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, Return of Minor Child, Assistance Services, call: if in the U.S. or Canada: 1-800-690-6295, or if outside the U.S. or Canada: 0-317-818-2808 (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 317-575-2256 FAX 317-575-2659 email: info@sevencorners.com www.Seven Corners.com

### ABOUT THE ADMINISTRATOR

The Company has selected Seven Corners, Inc. as the Administrator of the plan. Since 1993, Seven Corners has provided accident and sickness insurance to corporations, international travelers, expatriates, students, overseas visitors, immigrants and global citizens. With expertise and efficiency, they have served clients in more than a hundred countries.

# LLOYD'S PRIVACY POLICY STATEMENT UNDERWRITERS AT LLOYD'S OF LONDON

Advent Syndicate 780 at Lloyd's of London protects the confidentiality of the Policyholder's non-public information and Plan Participants' non-public personal information. The following describes our policies and practices for securing the privacy of our current and former customers.

### INFORMATION WE COLLECT

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

- a) Articles of Incorporation
- b) Byelaws
- c) Bank accounts

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

- a) Information contained in applications or other forms that the Plan Participant submits to us, such as name, address and date of birth
- b) Information about the Plan Participant's 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 the Policyholder or Plan Participant's account have access to the information. We have measures in place to secure our paper files and computer systems.

# RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

Plan Participants have a right to request access to or correction of their personal information that is in our possession.

# Accident & Sickness Evidence of Coverage

 $This\ Insurance\ {\it is\ underwritten\ by\ Tramont\ Insurance\ Company\ Limited}.$ 

The Plan Participant is requested to read this Evidence of Coverage, and if it is not correct, return it immediately to the Administrator for appropriate alteration.

All inquiries regarding this Evidence of Coverage should be addressed to the following Administrator:



303 Congressional Boulevard Carmel, IN 46032 1-800-335-0611 317-575-2652 317-575-2659 FAX www.sevencorners.com

### EVIDENCE OF COVERAGE **DECLARATIONS**

Liaison International TRA15-150105-01TM

This Declaration is attached to and forms part of certificate provisions

ITEM 1. NAMED INSURED AND MAILING ADDRESS

Atlas Insurance Management (BVI) Limited P.O. Box 129, Road Town

Tortola, British Virgin Islands

# PRODUCING AGENT NAME AND MAILING ADDRESS

Seven Corners, Inc. 303 Congressional Boulevard Carmel, IN 46032

ITEM 2. POLICY PERIOD

As Shown on ID Card

X | 12:01 A.M., North American Eastern Time at your mailing address

### EVIDENCE OF COVERAGE PROVISIONS

- 1. Signature Required. This Evidence of Coverage shall not be valid unless signed by the Administrator on the attached Declaration
- 2. Administrator Not Insurer. The Administrator is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurer is Tramont Insurance Company Limited (being hereinafter called "the Company" or "Underwriter.
- 3. Cancellation. If this Evidence of Coverage provides for cancellation and this Evidence of Coverage is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- 4. Service of Suit. It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Plan Participant, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Mendes and Mount; 750 Seventh Avenue; New York, NY 10019-6829 USA (For California residents, contact Eileen Ridley, FLWA Service Corp., c/o Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 USA.), and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Plan Participant to give a written undertaking to the Plan Participant that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Plan Participant or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- 5. Assignment. This Evidence of Coverage shall not be assigned either in whole or in part without the written consent of the Administrator endorsed hereon.
- 6. Attached Conditions Incorporated. This Evidence of Coverage is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

### **Quick Contacts**

Hospital and Doctor Network: To locate a network facility in the United States, search online at <a href="https://www.sevencorners.com/networkproviders">www.sevencorners.com/networkproviders</a>, contact Seven Corners Assist at the numbers shown below, or log onto WellAbroad.com.

To locate a facility outside of the United States, please 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, Return of Mortal Remains, Emergency Medical Reunion, and Return of Minor Child(ren).

Seven Corners Assist - In the United States, Canada, and the Caribbean (Toll-free): 1-800-690-6295 or Collect Calls: 0-317-818-2808

Email: assist@sevencorners.com

Assistance Services are provided by Seven Corners Assist and is not an insurance benefit offered By Tramont Insurance Company Limited.

The Company 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 Company. 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.

This Evidence of Coverage provides you with a summary of the benefits of the Liaison International insurance plan as underwritten by Tramont Insurance Company Limited.

Please keep this as a summary of the insurance plan as specified in the Master Policy. The Policy contains a complete description of all of the same terms and conditions outlined in this Evidence of Coverage including: benefits, limitations, and exclusions as underwritten by Tramont Insurance Company Limited. In the event of a discrepancy, the Policy will prevail.

# **SCHEDULE OF BENEFITS**

POLICYHOLDER: Fairmont Specialty Trust
POLICY EFFECTIVE DATE: 1/1/2015
POLICY NUMBER: TRA15-150105-01TM

PREMIUM DUE DATE: Prior to effective date

**PLAN PARTICIPANT PERIOD of COVERAGE:** The minimum Period of Coverage is five (5) days, maximum Period of Coverage is forty-five (45) days. Coverage can be purchased in a combination of monthly and/or daily periods by paying the appropriate plan Cost

**ELIGIBLE PERSONS:** Individuals and families while traveling outside of their Home Country. Coverage shall apply worldwide with the option to include the United States.

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

# **PREMIUMS:**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

International Travel Medical Coverage:

\$250 Deductible					ole
	Tra	Travel Including the United States			
Age Band	\$50,000	\$100,000	\$500,000	\$1,000,000	
19 to 29	\$1.14	\$1.42	\$1.81	\$1.93	
30 to 39	\$1.51	\$1.82	\$2.06	\$2.16	
40 to 49	\$2.24	\$2.74	\$3.34	\$3.59	
50 to 59	\$3.29	\$4.20	\$5.31	\$5.52	
60 to 64	\$4.11	\$5.06	\$6.57	\$6.84	
65 to 69	\$5.38	NA	NA	NA	
70 to 79	\$7.69	NA	NA	NA	
80 plus	\$18.77	NA	NA	NA	
Child Alone	\$1.14	\$1.42	\$1.79	\$1.91	
Dependent Child	\$1.08	\$1.35	\$1.70	\$1.82	

e					
	Travel Excluding the United States				
	\$50,000	\$100,000	\$500,000	\$1,000,000	
	\$0.72	\$0.88	\$1.02	\$1.13	
	\$0.85	\$1.01	\$1.31	\$1.47	
	\$1.37	\$1.55	\$1.72	\$1.88	
	\$2.33	\$2.66	\$2.83	\$2.97	
	\$2.96	\$3.48	\$3.80	\$4.21	
	\$3.60	\$4.00	\$4.26	\$4.76	
	\$5.27	\$6.99	NA	NA	
	\$10.58	NA	NA	NA	
	\$0.72	\$0.88	\$1.02	\$1.13	
	\$0.68	\$0.79	\$0.92	\$1.02	

# Deductible Factors:

Option	Factor
\$0	1.30
\$100	1.10
\$250	1.00
\$500	0.90
\$1,000	0.80
\$2,500	0.70

Hazardous Sports Coverage Factor: 1.15

**Mode** 

Premium shown above, payable: Per Day

# **SCHEDULE OF BENEFITS:**

All Coverages and Plan Costs listed in this Schedule are in U.S. Dollar amounts. Except as specifically indicated otherwise, all benefits are subject to Deductible and Coinsurance and are per Period of Coverage.

Medical Maximum	\$50,000; \$100,000; \$500,000; \$1,000,000; Medical Maximum is per person per Period of Coverage. (age 80+, maximum limited to \$15,000)	
Deductible	\$0; \$100; \$250; \$500; \$1,000; \$2,500; Deductible is per person per Period of Coverage. The selected Deductible and Coinsurance amount must be met for each forty-five (45) day period.	
Coinsurance	Traveling Outside the United States: After a Plan Participant pays the Deductible, the plan pays 100% to the selected Medical Maximum.  Traveling Inside the United States: After a Plan Participant pays the Deductible, the plan pays 80% of the next \$5,000 of eligible expenses, then 100% to the selected Medical Maximum.	
Hospital Indemnity	\$150 per night, up to a maximum of 30 days (Applicable to individuals traveling outside the United States and Canada only) per Occurrence	
Dental (Accident Coverage)	Up to \$500	
Dental (Sudden Relief of Pain)	Up to \$100	
Emergency Medical Evacuation/Repatriation	Up to \$300,000 (in addition to the Medical Maximum)	
<b>Return of Mortal Remains</b>	Up to \$50,000	
Return of Minor Child(ren)	Up to \$50,000	
<b>Emergency Medical Reunion</b>	Up to \$50,000	
<b>Local Ambulance Benefit</b>	Up to \$5,000	
Terrorism	Up to \$50,000 per person per lifetime	
Accidental Death & Dismemberment (AD&D)	\$25,000 principal sum for Plan Participant or Plan Participant Spouse \$5,000 principal sum for Dependent Child Aggregate limit of \$250,000 per family	
Loss of Checked Baggage	Up to \$250 per Occurrence.	
Interruption of Trip	Up to \$5,000	
<b>Home Country Coverage</b>	Incidental Trips to The Home Country: Up to \$50,000 Home Country Extension of Benefits: Up to \$5,000	
Unexpected Recurrence of a Pre-existing Condition	Up to \$20,000 (Applicable to U.S. residents traveling outside the United States and Canada; Age 70+, up to \$5,000)	
Acute Onset of a Pre-existing Condition(s)	Up to \$15,000 for Medical Expenses and up to \$25,000 for Emergency Medical Evacuation/Repatriation for non-U.S. residents under age 70 traveling in the United States (Age 70+ no benefit) per Period of Coverage.	
Hospital Room & Board	Reasonable and Customary to the selected Medical Maximum	
Intensive Care	Reasonable and Customary to the selected Medical Maximum	
<b>Outpatient Medical Expenses</b>	Reasonable and Customary to the selected Medical Maximum	
Hazardous Sports Coverage	Optional	
Benefit Period	180 days	
Assistance Services	Included	

### **DEFINITIONS**

The male pronoun includes the female whenever used.

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

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

**Accident or Accidental** means a sudden, unforeseeable, external event that result in Injury to the Plan Participant and occurs while the coverage is in effect.

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 policy. 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.

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

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

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

**Coinsurance** shall mean the percentage amount of Covered Expenses, after the Deductible, which is Plan Participant's responsibility to pay.

Common Carrier means any motorized land, sea, and/or air conveyance operating under a valid license for the transportation of passenger for hire.

Company means Tramont Insurance Company Limited. Also hereinafter referred to as Underwriter, We, Us and Our(s).

### Complications of Pregnancy means a condition which:

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

Complications of Pregnancy will not include:

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

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

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

Covered Expense shall mean "Eligible Benefit".

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

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

# **Dependent** 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 14 days and under 19 years of age.

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

**Eligible Expenses** means the Reasonable and Customary charges for services or supplies which are incurred by the Plan Participant for the Medically Necessary treatment of an Injury or Sickness. Eligible Expenses must be incurred while the Policy is in force.

**Emergency** means a Sickness or Injury for which the Plan Participant seeks immediate Medical Treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would cause:

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

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

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

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

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

The Company will make the final determination as to whether a service or supply is Experimental/Investigational

**Expatriate** means (1) a person working or living outside their country of citizenship; (2) a person working outside their country of citizenship and outside the employer's country of domicile; or (3) non-U.S. citizens working in the United States.

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

Home Country means the country where a Plan Participant has his or her true, fixed and permanent home and principal establishment.

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

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

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

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

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

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

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

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

Illness shall mean a Sickness, disorder, Illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition, provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one Illness. Further, if a subsequent Illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness. Any complication or any condition arising out of an Illness for which the Plan Participant is being treated or has received Treatment will be considered as part of the original Illness.

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

**Injury** means bodily harm resulting, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same person sustained in one Accident, including all related conditions and recurring symptoms of injuries will be considered on Injury.

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

**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

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

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

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

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

- 1) Required, necessary and appropriate for the diagnosis or treatment of a Sickness or Injury; and
- 2) Prescribed or ordered by a Physician or furnished by a Hospital; and
- 3) Performed in the least costly setting required by the condition; and
- 4) Consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered;
- 5) Not excessive in scope, duration, or intensity to provide safe and adequate, and appropriate Treatment.

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

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

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

The fact that any particular Physician may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make such Treatment Medically Necessary or make the charge of a Covered Expense under this Policy

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

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

**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 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.

**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** means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

Occupational Disease means an Illness or Injury resulting from or in the course of any employment for wage or profit by the Plan Participant. 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** means a Plan Participant who receives care in a Hospital or another institution, including; ambulatory surgical center; convalescent/skilled nursing facility; or Physician's office, for a Sickness or Injury, but who is not confined and is not charged for room and board.

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

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

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

Participation/Subscription Agreement means the agreement completed by a Plan Participant for insurance under the Master Policy.

**Period of Coverage** shall mean the Period of Coverage issued by the Underwriter to the Plan Participant Person, typically beginning with the effective date and ending with the expiration Date or the date coverage is renewed by the Underwriter.

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

**Plan Participant** means a person and Dependent eligible for coverage as identified in the Enrollment/Application, for whom proper premium payment has been made when due, and who is therefore a Plan Participant under the Policy.

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

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

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

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 thirty-six (36) months prior to the effective date of coverage under this policy, whether or not previously manifested, symptomatic, known, diagnosed, treated or disclosed. This specifically includes but is not limited to any medical condition, sickness, Injury, Illness, disease, Mental Illness or Mental Nervous Disorder, for which medical advice, diagnosis, care or treatment was recommended or received or for which a reasonably prudent person would have sought treatment during the thirty-six (36) month period immediately preceding the effective date of coverage under this policy. \*For U.S. and Canadian residents traveling outside the United States and Canada, the Pre-existing Condition period is twelve (12) months instead of thirty-six (36) months.

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

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

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

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

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

**Relative** 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 Plan Participant.

Scheduled Departure Date means the date on which the Plan Participant is originally scheduled to leave on the Plan Participant's trip.

**Scheduled Return Date** means the date on which the Plan Participant is originally scheduled to return to the point of origin or the original final destination of the Plan Participant's trip.

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

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

**Skilled Nursing Facility** means a facility that provides skilled nursing 24 hours a day, seven days a week, under the supervision of a Registered Nurse, and/or skilled rehabilitative services at least five days per week. The emphasis is on skilled nursing care, with restorative, physical, occupational, and other therapies available. A Skilled Nursing Facility provides services that cannot be efficiently or effectively rendered at home or in an intermediate care facility. The service provided must be directed towards the patient achieving independence in activities of daily living, improving the patient's condition, and facilitating discharge.

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

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

Substance Abuse means alcohol, drug or chemical abuse, overuse or dependency.

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

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

**Traveling Companion** means a person or persons whose names appear with the Plan Participant's on the same Travel Arrangements and who, during the Trip, will share accommodations with the Plan Participant in the same room, cabin, condominium unit, apartment unit or other lodging

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

**Trip** means a scheduled trip for which coverage for travel arrangements is requested and the premium is paid prior to the Plan Participant's actual or Scheduled Departure Date of the Plan Participant's Trip.

**Underwriter or We, Our, Us** means Tramont Insurance Company Limited underwriting this insurance.

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

#### **ELIGIBILITY FOR INSURANCE**

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

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

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

- 1) the Plan Participant is eligible, if the Plan Participant has Dependents on that date; or
- 2) the date the person becomes a Dependent.

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

### **EFFECTIVE DATES OF INSURANCE:**

## Plan Participant's Effective Date for Coverages:

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

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

## TERMINATION DATE OF INSURANCE:

# Plan Participant's Termination Date:

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

- 1) The date He is no longer an Eligible person; or
- 2) The date the Plan Participant returns to his or her Home Country unless otherwise covered under the Policy; or;
- 3) The expiration of 45 days from the Effective Date of Coverage; or
- 4) The date shown on the Evidence of Coverage or ID card issued by the Company; or
- 5) The date He reports for full-time active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
  - a) The date the premium is fully earned; or
  - b) The Expiration Date of the Policy.
- 6) The end of the period for which the last premium contribution is made; or
- 7) The date the Plan Participant requests, in writing, that his/her coverage be terminated.

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

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

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

### PREMIUM PROVISIONS

### **Premiums:**

The Company provides insurance in return for premium payments. The premium shown in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premiums are due prior to the Effective Date of Coverage. Premium payment made in advance or for more than a one month period will not affect any provisions of the Policy with regard to change. Premiums due for the Policy will be remitted to Us by an officer of the Policyholder or by any other person designated by the Policyholder to remit such premiums.

Failure by the Plan Participant to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

### **Grace Period:**

A grace period of 14 days is granted for each premium due after the first premium due date. Coverage will stay in force during this period provided the Plan Participant pays all the premiums due by the last day of the grace period, unless notice has been sent, in accordance with the TERMINATION provision, of the intent to terminate coverage under the Policy. Coverage will end if the premium is not paid by the end of the grace period.

## Reinstatement

The Policy may be reinstated within 14 days of lapse if it is lapsed for nonpayment of premium, if the Plan Participant submits written application to the Company; the Company accepts the application and the Plan Participant makes payment of all overdue premiums.

## **Cancellation by Plan Participant**

The Plan Participant may request cancellation and a full refund of premium for this insurance by giving the Company written notice prior to the Effective Date of Coverage under the Policy.

For a written request for cancellation after such Effective Date of Coverage, the following conditions apply for cancellation of this insurance:

- (a) If any claims have been filed with the Company, the Premium is considered fully earned and is non-refundable.
- (b) If no claims have been filed with the Company, the unused portion of the premium paid may be refunded as follows:
  - (i) a cancellation fee of \$25.00 will be charged; and
  - (ii) refund will be calculated in a pro-rata basis (refund= total premium \* unused days/total days).

#### SCOPE OF COVERAGE

Benefits are payable under the Policy for Eligible Expenses incurred by a Plan Participant for the items stated in the, Schedule of Benefits. Benefits will be payable to either the Plan Participant or the Service Provider for Eligible Expenses incurred outside the Plan Participant's Home Country except for Home Country coverage as stated in the Schedule of Benefits, Home Country Coverage. Coverage is available while traveling to, from and while at the Plan Participant's destination.

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

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

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

## **Terms of Payment for Benefits:**

## **Full Excess Medical Expense:**

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

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

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

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

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

## **DESCRIPTION OF BENEFITS**

### **MEDICAL EXPENSES:**

We shall pay Reasonable and Customary charges for Covered Expenses, excess of the chosen Deductible and Coinsurance up to the selected medical maximum, incurred by a Plan Participant due to an Accidental Injury or Illness which occurred during the Period of Coverage outside the Plan Participant's 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 incurred within one hundred eighty (180) days from the date of Accident or onset of Illness and which are not excluded, shall be considered Covered Expenses:

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

## **HOSPITAL INDEMNITY:**

If a the Plan Participant is confined to a Hospital as a registered Inpatient as the result of an Illness or Injury which occurs during their Period of Coverage, the Policy will pay benefits up to the maximum stated in the Schedule of Benefits per day of confinement, in addition to any other Covered Expense, up to a maximum of thirty (30) days per Occurrence. (Only available for travel outside the United States and Canada)

## **DENTAL (ACCIDENT COVERAGE):**

The Policy 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. The Plan Participant is not covered if He breaks a tooth while eating or biting into a foreign object.

## **DENTAL (SUDDEN RELIEF OF PAIN):**

The Policy 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.

#### EMERGENCY MEDICAL EVACUATION/REPATRIATION:

The Policy will pay Covered Expenses incurred up to the maximum stated in the Schedule of Benefits if any covered Injury or Illness commences during the Period of Coverage and results in Medically Necessary Emergency Medical Evacuation or Repatriation of the Plan Participant (The Plan Participant's medical condition warrants immediate transportation from the medical facility where He or She is located to the nearest adequate medical facility where medical Treatment can be obtained). This benefit must be approved and arranged by Seven Corners Assist in consultation with the local attending Physician. Emergency Medical Evacuation or Repatriation

means: a) the Plan Participant 's medical condition warrants immediate transportation from the place where the Plan Participant is located (due to inadequate medical facilities) to the nearest adequate medical facility where medical Treatment can be obtained; or b) after being treated at a local medical facility as a result of a Medical Evacuation, the Plan Participant Person's medical condition warrants transportation with a qualified medical attendant to his/her Home Country to obtain further medical Treatment or to recover; or c) both a) and b) above. All transportation arrangements must be by the most direct and economical route. The Emergency Medical Evacuation or Repatriation must be arranged by Seven Corners Assist in consultation with the Plan Participant Person's local attending Physician. Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.

#### **RETURN OF MORTAL REMAINS:**

The Policy will pay the reasonable Covered Expenses incurred up to the maximum stated in the Schedule of Benefits to return the Plan Participant's remains to the Plan Participant's Home Country if He or She should die. This benefit must be approved and arranged by Seven Corners Assist. Covered Expenses include, but are not limited to, expenses for embalming, a minimally necessary container appropriate for transportation, shipping costs, and the necessary government authorizations. Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.

## **RETURN OF MINOR CHILD(REN):**

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

# **EMERGENCY MEDICAL REUNION:**

When Emergency Medical Evacuation or Repatriation is ordered, and the attending Physician recommends that an Immediate Family member travel with the Plan Participant, the plan will arrange and pay up to the maximum stated in the Schedule of Benefits for roundtrip economy-class transportation for one individual of the Plan Participant's choice, from their Home Country, to be at their side while the Plan Participant is hospitalized. This benefit must be approved and arranged by Seven Corners Assist. The benefits payable will include: (1) The cost of a roundtrip economy airfare; (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 ten (10) days, including travel. Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.

## **TERRORISM:**

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

- 1. The Plan Participant has no direct or indirect involvement in the Terrorist Activity.
- 2. The Terrorist Activity is not in a country or location where the United States government has issued a Travel Warning that has been in effect within the six (6) months prior to the Plan Participant's date of arrival.
- 3. The Plan Participant has not unreasonably failed or refused to depart a country or location following the date a warning to leave that country or location is issued by the United States government.

### ACCIDENTAL DEATH & DISMEMBERMENT:

If, within 364 days from the date of an Accidental Injury covered by the Policy that occurs during the Plan Participant's Coverage Period, the Plan Participant suffers from a loss listed below, We will pay the percentage of the Principal Sum set opposite the loss in the table. If the Plan Participant sustains more than one such loss as the result of one Accident, We will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Plan Participant. The Principal Sum is the Maximum Benefit Amount shown in Schedule of Benefits are payable if such Injury occurs:

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%
Common Carrier Accidental Death	200%

#### **BAGGAGE LOSS BENEFIT:**

Benefits will be provided to the Plan Participant, up to the Maximum Benefit Amount shown in the Plan Participant's Schedule of Benefits: (a) against all risks of permanent loss, theft or damage to the Plan Participant's Baggage and Personal Effects; (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Plan Participant's Plan; and (c) occurring while coverage is in effect. For the purposes of this benefit: "Baggage and Personal Effects" means goods being used by the Plan Participant during the Plan Participant's Trip. This benefit is secondary to any coverage provided by a Common Carrier. The Plan Participant must furnish proof to Us that full reimbursement has been obtained from the airline.

The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time of loss, theft or damage, except as provided below;
- 2) the cost to repair or replace the article with material of a like kind and quality; or
- 3) \$50 per article.

## Baggage and Personal Effects does not include:

- 1) animals;
- 2) automobiles and automobile equipment;
- 3) boats or other vehicles or conveyances;
- 4) trailers;
- 5) motors:
- 6) aircraft;
- 7) bicycles, except when checked as baggage with a Common Carrier;
- 8) household effects and furnishings;
- 9) antiques and collector's items;
- 10) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids:
- 11) artificial limbs or other prosthetic devices;
- 12) prescribed medications;
- 13) keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- 14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- 15) professional or occupational equipment or property, whether or not electronic business equipment; or
- 16) sporting equipment if the loss results from the use thereof; or
- 17) telephones or PDA devices, computer hardware or software, Ipads, Ipods, Itouch, or any type of MP3 player or tablet.

## INTERRUPTION of TRIP BENEFIT

Benefits will be paid, up to the Maximum Benefit Amount shown in the Plan Participant's Schedule of Benefits, to reimburse the Plan Participant for the Prepaid Payments or Deposits for unused non-refundable land or water travel arrangements plus the additional transportation cost paid to return to Your place of residence.

Trip Interruption must be due to:

- 1) The Plan Participant's, or a Immediate Family member's, or a Child Caregiver's death, which occurs while the Plan Participant is/are on the Plan Participant's Trip;
  - The Plan Participant or Plan Participant's Traveling Companion's primary place of residence being rendered uninhabitable by fire, flood, burglary or other Natural Disaster; The Company will only pay benefits for losses occurring within 30 calendar days after the natural disaster makes the Plan Participant's destination accommodations uninhabitable. The Plan Participant's destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of the Plan Participant's Trip Cancellation coverage.

This benefit must be approved by Seven Corners Assist. Failure to utilize Seven Corners Assist to arrange for these services will result in the denial of benefits.

#### **HOME COUNTRY COVERAGE** (Incidental Trips to the Home Country):

The Policy covers Eligible Benefits related to a new covered Injury or Illness that begins while the Plan Participant is on an incidental trip to the Home Country. For this benefit, a Plan Participant receives a maximum of seven (7) days per forty-five (45) days of purchased coverage or pro rata thereof – example: approximately one (1) day per six (6) days of purchased coverage. This benefit is not available for purchases of less than thirty (30) days. The Plan Participant must first depart the Home Country in order to utilize this benefit, and it does not apply to the final trip home. In the event of a claim, a Plan Participant may be required to provide proof of travel intentions. Earned Home Country Coverage days for the current Policy Period do not extend or carry over after the Expiration Date. For this benefit, the medical maximum is as stated in the Schedule of Benefits, minus the Deductible and Coinsurance. The incidental trip to the Home Country must not be for the purpose of obtaining Treatment of an Illness or Injury that began while traveling abroad. This benefit does not provide coverage for Pre-existing Conditions because the Exclusions for Medical Benefits apply.

## **HOME COUNTRY EXTENSION OF BENEFITS:**

The Policy shall pay Eligible Benefits 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 the Plan Participant is traveling and is first diagnosed and treated outside the Home Country. Only those Covered Expenses that are incurred within one hundred and eighty (180) days from the date of Accident or onset of Illness and which are not excluded shall be considered eligible. If Seven Corners Assist evacuates/repatriates the Plan Participant to the Home Country for a Covered Injury or Illness, the \$5,000 limit for Home Country Extension of Benefits does not apply to the Medical Benefits. This benefit does not provide coverage for Pre-existing Conditions because the Exclusions for Medical Benefits apply.

### UNEXPECTED RECURRENCE OF PRE-EXISTING CONDITION

If a Plan Participant is a U.S. resident traveling outside the United Staes and Canada, this plan shall pay, up to the maximum stated in the Schedule of Benefits subject to the chosen Deductible and Coinsurance, for Covered Expenses resulting from a sudden, unexpected recurrence of a Pre-existing Condition while traveling. This benefit does not include coverage for known, scheduled, required, or expected medical care, drugs or treatments existent or necessary prior to the Effective Date of coverage.

## ACUTE ONSET OF A PRE-EXISTING CONDITION(S)

If You are a non-U.S. resident, under age 70, traveling in the United States, you are covered for an Acute Onset of a Pre-existing Condition(s) as defined in the Definitions section. This benefit does not apply to insureds age 70 or older. To be considered a Covered Expense under this benefit, the expenses for an Acute Onset must be incurred in the United States and must be a result of an Acute Onset which occurs in the United States. 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 the Maximum amounts listed in the Schedule of Benefits for Eligible Medical Expenses. This level varies based on your chosen Medical Maximum amount subject to the chosen Deductible and Coinsurance. In addition, coverage is provided up to \$25,000 for Emergency Medical Evacuation. Please see Exclusions and Limitations, Medical, exclusion #1(b) for details.

## HAZARDOUS SPORT COVERAGE (Optional)

Coverage is provided up to the chosen medical maximum amount payable as stated in the Schedule if a Plan Participant's Injury or Sickness results from the below enumerated Hazardous Sports activities:

Hazardous Sports activities: motorcycle/motor scooter riding (whether as a passenger or a driver), hang gliding, Parachuting, bungee jumping, water skiing, wakeboard riding, jet skiing, paragliding, windsurfing, snow skiing, snowmobiling, and snowboarding. Coverage is provided only if the required premium has been paid.

**ASSISTANCE SERVICES** (Assistance Services are provided by Seven Corners Assist and is not an insurance benefit offered By Tramont Insurance Company Limited)

Upon enrollment, You are eligible to use any of the assistance services provided by the Seven Corners Assist. 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

#### **EXCLUSIONS AND LIMITATIONS**

No Benefit shall be payable for Medical, In-Hospital Indemnity, Dental, Emergency Medical Evacuation/Repatriation, Return of Mortal Remains, Return of Minor Child(ren), Emergency Medical Reunion, as the result of:

- 1. Pre-existing Conditions which are excluded under this Policy. This means that any claims for Pre-existing Conditions will not be covered for the duration of this policy. **This exclusion does not apply to Emergency Evacuation/Repatriation.** 
  - a. If the Plan Participant is a United States resident, this exclusion is waived up the amount stated in the Schedule of Benefits for eligible medical expenses incurred outside the United States and Canada, 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 49, will not receive benefits from this waiver.
  - b. If the Plan Participant is a non-U.S. resident under age 70, this exclusion is waived up to the amount stated in the Schedule of Benefits for eligible medical expenses for an Acute Onset of a Pre-existing Condition(s) (as defined herein) incurred in the United States, minus the Deductible and selected Coinsurance option. For persons age 70 and over, there is no benefit.

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 this program. Any exclusion specifically listed in medical benefits exclusions, 2 through 49, will not receive benefits from this waiver.

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

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

- 10. Injury sustained while participating in professional athletics, including but not limited to the event, games, practice, conditioning and any other activity related to professional athletics;
- 11. Injury sustained while participating in amateur or interscholastic athletics, including but not limited to the event, games, practice, conditioning and any other activity related to amateur or interscholastic athletics; this exclusion does not apply to non-competitive, recreational or intramural activities. Note: A sponsored and/or organized Amateur or Interscholastic Athletic event includes training camps, team sports, or any formal grouping of people participating in one or multiple events that may/may not require a fee for participation.
- 12. Routine physicals, immunizations or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or x-ray examinations, except in the course of a Disablement established by a prior call or attendance of a Physician;
- 13. Diagnosis or Treatment of the temporomandibular joint;

- 14. Expenses for vocational, occupational, sleep, speech, recreational or music therapy;
- 15. Services, supplies, or treatment prescribed, performed or provided by a Relative of the Plan Participant or any Immediate Family member of the Plan Participant or anyone who lives with the Plan Participant. This includes but is not limited to prescription medication and any diagnostic testing;
- 16. Treatment and the provision of false teeth or dentures or dental appliances, normal ear tests and the provision of hearing aids, hearing implants, dental expenses except as specifically provided in the Dental (Accident Coverage) benefit;
- 17. Cosmetic or plastic Surgery (including deviated nasal septum)
- 18. 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 Plan Participant hereunder; eyeglasses, contact lenses; eye surgery when the primary purpose is to correct nearsightedness, farsightedness or astigmatism;
- 19. Elective Surgery which can be postponed until the Plan Participant's return to their Home Country, where the objective of the trip is to seek medical advice, Treatment or Surgery;
- 20. 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;
- 21. Any Mental and Nervous disorders or rest cures;
- 22. Learning disabilities, attitudinal disorders, or disciplinary problems;
- 23. Congenital abnormalities and conditions arising out of or resulting there from;
- 24. Expenses which are non-medical in nature;
- 25. Expenses as a result of or in connection with intentionally self-inflicted Injury or Illness;
- 26. Expenses as a result of or in connection with the commission of a felony offense;
- 27. Injury sustained while taking part in Mountaineering, hang gliding, paragliding, Parachuting, 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 PADI or NAUI certified), water skiing, wakeboard riding, jet skiing, windsurfing, snow skiing and snowboarding (except for recreational downhill and/or cross country snow skiing or snowboarding. No cover provided while skiing/boarding in any violation of applicable laws, rules or regulations, away from prepared and market in-bound territories; and/or against the advice of the local ski school or local authoritative body); and any sport or athletic activity which is undertaken for thrill seeking and exposes the Plan Participant to abnormal or extreme risk of injury; Hazardous Sports Coverage: the following are covered if the required premium has been paid: motorcycle/motor scooter riding (whether as a passenger or a driver), hang gliding, Parachuting, bungee jumping, water skiing, snow skiing, snowmobiling, snowboarding, and spelunking.
- 28. Treatment paid for or furnished under any other individual or group policy or other service or medical pre-payment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government plan or facility set up for Treatment without any cost to You;
- 29. 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;
- 30. Diagnosis and or Treatment of venereal disease, including all sexually transmitted diseases and conditions and any and all consequences thereof;
- 31. Pregnancy or Illness resulting from pregnancy, childbirth, or miscarriage; or for miscarriage resulting from an Accident or Complications of Pregnancy; or for postnatal care;
- 32. 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;
- 33. Treatment for human organ tissue transplants and their related treatment;
- 34. Expenses incurred while in the Plan Participant's Home Country, except as provided under the Home Country Coverage;
- 35. Expenses incurred during a Hospital emergency visit which is not of an emergency nature;
- 36. Covered Expenses incurred for which the Trip to the Host Country was undertaken to seek Medical Treatment for a condition;
- 37. Covered Expenses incurred during a Trip after the Plan Participant's Physician has limited or restricted travel;
- 38. This plan does not insure against loss or damage (including death or Injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act.
- 39. Sex change operations, or for Treatment of sexual dysfunction or sexual inadequacy;
- 40. 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;
- 41. Expenses resulting from Acquired Immune Deficiency Syndrome (AIDS), Aids-Related Complex (ARC) or the Human Immunodeficiency Virus (HIV).
- 42. 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.
- 43. Exercise programs, whether or not prescribed or recommended by a Physician;
- 44. Treatment required as a result of complications or consequences of a Treatment or condition not covered hereunder;

- 45. Charges for travel accommodations, except as provided for in the Local Ambulance, Emergency Medical or Political Evacuation, Return of Mortal Remains, Return of Minor Children, Emergency Reunion, Natural Disaster, and Interruption of Trip sections of the Insurance;
- 46. Diagnosis or Treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive materials;
- 47. 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;
- 48. 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;
- 49. Treatment of sleep apnea or other sleep disorders.

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

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

For **Interruption of Trip**, this insurance does not cover: (1) war or any act of war, whether declared or not; participation in a felony, riot or insurrection; participation in contests of speed; a Pre-existing Condition existing prior to the Plan Participant's departure from their Home Country that has the likelihood of causing death; the Plan Participant Person or Traveling Companion or Traveling Companion's Immediate Family making changes to personal plans; having business or contractual obligations; being unable to obtain necessary travel documents (passports, visas, etc.); being detained or having property confiscated by customs authorities; carrier caused delays (including bad weather); prohibition or regulatory by any government; default of yacht charter companies; default of the organization from which the Plan Participant Person purchased their trip arrangements.

#### **CLAIM PROVISIONS**

## **NOTICE OF CLAIM:**

Written notice of death, or Injury or Sickness must be given to Us within 60 days after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given to Our authorized licensed agent. Notice should include the Plan Participant's name and address.

If written notice is not received within 60 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 60 day period; and
- 2) it is further shown that notice was given as soon as possible.

### **CLAIM FORMS:**

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

## **PROOF OF LOSS:**

Written proof of loss must be furnished to Us in the case of a claim for loss for which the Policy provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which We are liable. Written proof that the loss continues must be furnished to Us at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If the proof of loss is not submitted within 90 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 90 day period; and
- 2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

### TIMELY FILING OF CLAIMS:

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

## TIME OF PAYMENT OF CLAIMS:

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

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

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

## **PAYMENT OF CLAIMS:**

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

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

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

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

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

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

- 1) Beneficiaries designated in writing by the Plan Participant for the Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise:
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
  - a) a Plan Participant's lawful Spouse, if not legally separated or divorced, or Domestic Partner or Civil Union Partner;

- b) a Plan Participant's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Plan Participant has or had legal guardianship (proof will be required); or
- c) a Plan Participant's parents, whether natural, step or adoptive; or
- d) a Plan Participant's sisters or brothers, otherwise.
- 4) The estate of the Plan Participant.

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

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

## PHYSICAL EXAMINATION AND AUTOPSY:

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

## **RECOVERY OF OVERPAYMENT:**

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

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

### **RECOVERY OF BENEFITS:**

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

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

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

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

## RIGHT OF REIMBURSEMENT / SUBROGATION:

If a Plan Participant recovers expenses for Sickness or Injury that occurred due to the negligence of a Third Party, We have the right to reimbursement for all benefits We paid from any and all damages collected from the negligent Third Party for those same expenses whether by action at law, settlement, or compromise, by the Plan Participant, the Plan Participant's parents if the Plan Participant is a minor, or the Plan Participant's legal representative as a result of that Sickness or Injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise Our rights under this provision. This provision applies whether or not the Third Party admits liability.

We are assigned the right to recover from the negligent Third Party, or his or her insurer, to the extent of the benefits We paid for that Sickness or Injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise our rights under this provision. This provision applies whether or not the Third Party admits liability.

## **LEGAL ACTIONS:**

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

•

### **GENERAL PROVISIONS**

## **ENTIRE CONTRACT: CHANGES:**

The Policy, the application of the Policyholder, a copy of which is attached, endorsements, riders, and the Participation/Subscription agreement with the Plan Participant and attached papers constitute the entire contract between the parties. If an application of a Plan Participant is required, the application of any Plan Participant, at Our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Plan Participant are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Plan Participant's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in the Policy will be valid until approved by one of Our executive officers. This approval must be endorsed on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

### PATIENT PROTECTION AND AFFORDABLE CARE ACT:

The insurance provided under the Policy 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 policy are stated in the Policy documents and do not include additional benefits required be PPACA. The PPACA requires certain US 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. A Plan Participant should consult an attorney, insurance agent or tax professional to determine if the PPACA's requirements are applicable to them.

### **RECORDS MAINTAINED:**

The Policyholder or its authorized administrator/agent will maintain records of the essential features of each Plan Participant's insurance under the Policy.

We shall be permitted to examine the authorized administrator/agent's records relating to coverage under the Policy. Examination may occur at any reasonable time up to the later of:

- (1) The two year period after the expiration of the Policyholder's coverage; or
- (2) The final adjustment and settlement of all claims under the Policyholder's Plan Participant's coverage.

### **COMPLAINTS:**

Any initial inquiry or compliant should be addressed to the Administrator, as defined herein. If the Plan Participant is not satisfied with the manner in which an inquiry or complaint has been managed by the Administrator, the Plan Participant Person may request in writing to Tramont Insurance Company Limited to review the case without prejudice to the Plan participant's rights in law. Inquiries should be sent to: Tramont Insurance Company Limited c/o Atlas Insurance Management (BVI) Limited at P.O. Box 129, Road Town Tortola, British Virgin Islands

## **OTHER COVERAGE WITH US:**

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

# **CLERICAL ERROR:**

Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder, its authorized administrator/agent or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

#### **ASSIGNMENT:**

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

## **INSOLVENCY:**

The insolvency, Bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Plan Participants under the Policy.

## **WAIVER:**

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

## 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.

Pre-Notification does not guarantee that benefits will be paid. The Liaison® International 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.

#### 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 out-of-pocket savings for any incurred eligible expenses.
- b) Outside of the United States: Seven Corners has an extensive network of international providers, many of which have direct pay agreements. We recommend You contact Seven Corners Assist for a provider referral, however, You may seek treatment at any facility.

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

Contact information for Seven Corners Assist is provided below and on the back of Your virtual ID Card. Our multilingual representatives are available 24/7 to help You. Contact us immediately for Emergency Medical Evacuation, Return of Mortal Remains, Emergency Medical Reunion, and Return of Minor Child(ren).

A listing of network providers can be found at www.sevencorners.com/networkproviders 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: 1-800-690-6295

Outside the United States: 0-317-818-2808 (Collect)

Fax: 1-317-815-5984

E-mail: 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.
- Online forums Fellow travelers and Seven Corners' staff post experiences and travel tips which can be accessed at any time.

### 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, Return of Minor Child, Assistance Services, call: if in the U.S. or Canada: 1-800-690-6295, or if outside the U.S. or Canada: 0-317-818-2808 (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 317-575-2256 FAX 317-575-2659 email: info@sevencorners.com www.Seven Corners.com

### ABOUT THE ADMINISTRATOR

The Company has selected Seven Corners, Inc. as the Administrator of the plan. Since 1993, Seven Corners has provided accident and sickness insurance to corporations, international travelers, expatriates, students, overseas visitors, immigrants and global citizens. With expertise and efficiency, they have served clients in more than a hundred countries.

## TRAMONT INSURANCE COMPANY LIMITED PRIVACY POLICY STATEMENT

Tramont Insurance Company Limited protects the confidentiality of the Policyholder's non-public information and Plan Participants' non-public personal information. The following describes our policies and practices for securing the privacy of our current and former customers.

## INFORMATION WE COLLECT

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

- a) Articles of Incorporation
- b) Byelaws
- c) Bank accounts

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

- a) Information contained in applications or other forms that the Plan Participant submits to us, such as name, address and date of birth
- b) Information about the Plan Participant's 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 the Policyholder or Plan Participant's account have access to the information. We have measures in place to secure our paper files and computer systems.

### RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

Plan Participants have a right to request access to or correction of their personal information that is in our possession.