



# Certificate of Insurance

## Visitors Care<sup>SM</sup>

A. Agreement, p. 1	E. Pre-Certification Provisions/Requirements, p. 7	I. Return of Mortal Remains, p. 12
B. Conditions and General Provisions, p. 1	F. Eligible Medical Expenses, p. 8	J. Common Carrier Accidental Death Benefit, p. 12
C. Schedule of Benefits/Limits, p. 6	G. Exclusions, p. 9	K. Incidental Home Country Coverage, p. 12
D. Eligibility, p. 7	H. Emergency Medical Evacuation Benefit, p. 12	L. Definitions, p. 13

**THE MASTER POLICY IS NOT A COMPREHENSIVE OR FULL-COVERAGE ACCIDENT AND HEALTH INSURANCE POLICY, NOR IS IT A MAJOR MEDICAL PLAN. RATHER, IT PROVIDES LIMITED SCHEDULED BENEFITS TO INSURED PERSONS, AS OUTLINED HEREIN, WHILE THEY ARE TRAVELING OR TEMPORARILY RESIDING OUTSIDE THEIR HOME COUNTRY.**

**A. AGREEMENT** Sirius International Insurance Corporation (publ) (the Company) promises and agrees to provide the Insured Person with the benefits described in the Master Policy, as outlined herein and coverage for which is certified hereunder by the Company. The Company makes this promise and agreement in consideration of the Assured's application, the Insured Person's Application and payment of Premium, and subject to all of the Terms of the Master Policy and as contained therein, including any Riders. The Master Policy is effective as of January 1, 2009, and shall remain in effect until terminated in accordance with Section B(17), below. This Certificate shall be effective as of the Effective Date of Coverage shown on the Declaration, and shall remain in effect until terminated in accordance with Section B(18), below. This certificate is not part of the insurance contract. The contract is the Master Policy, the application, and any applicable riders. This certificate is merely a description of and evidence of the insured party's rights and benefits under the contract. The Declaration likewise is evidence of the coverage under the contract and a statement of the effective date of coverage, subject always to the terms of coverage contained within the contract. The Company hereby recognizes International Medical Group<sup>®</sup>, Inc., as the Company's authorized agent and representative, and as the Plan Administrator of the Master Policy and this Certificate. Subject to the provisions of Section B(6), below, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate should be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company. THIS INSURANCE IS ISSUED PURSUANT TO APPLICABLE SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF STATE INSURANCE GUARANTY LAWS TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

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

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

**(2) PREMIUM** - Payment of required Premium shall be remitted to the Company on or before the Effective Date of Coverage specified on the Declaration, and on or before any renewal date as specified in Section B(21) Renewal/Amendment.

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

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

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

**(4) APPEALING A CLAIM** - In the event the Company denies all or part of a claim, the Insured Person shall have ninety (90) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address to file a written appeal with the Company. Upon receipt of a written appeal, the Company will respond in writing as soon as reasonably practicable, and in any event within ninety (90) days from receipt thereof.

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

**(6) SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT** - The contract of insurance between the Insured Person and the Company as represented by the Master Policy and evidenced by this Certificate shall be deemed issued, finalized and made in Indianapolis, Indiana. Sole and exclusive jurisdiction and venue for any court action or administrative proceeding relating to this insurance shall be in Marion County, Indiana, for which the Insured Person expressly consents. The subjects, risks and benefits of insurance covered by the Master Policy and evidenced by this Certificate are not intended or considered by the Insured Person or the Company (or the Plan Administrator) to be resident, located, or to be performed in any particular State of the United States. Indiana law shall govern all rights and claims raised under this Certificate of Insurance.

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

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

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

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

**(7) MISREPRESENTATION** - Any misstatement, omission, concealment or fraud, either in the Insured Person's Application which forms a part of the Master Policy and this Certificate, or in relation to any statement, certification or warranty made by the Insured Person or their representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render this Certificate null and void and all claims and benefits under this insurance shall be forfeited.

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

**(9) SUBROGATION CLAUSE** - The Insured Person undertakes to pursue in his/her own name and stead, and to fully cooperate with the Company in the prosecution of, any and all valid claims that he/she may have against any third party who may be liable arising out of any act, omission or occurrence which results or may result in a loss payment or coverage of claim by the Company under this insurance, and to account to the Company for any amounts recovered in connection therewith, on the basis that the Company shall be reimbursed and entitled to recover first in full for any sums paid by it before the Insured Person shares in any amount so recovered. Should the Insured Person fail to so cooperate, account, or to prosecute any valid claims against any such third party or parties, and the Company thereupon or otherwise becomes liable to make payment under the Terms of this insurance, then the Company shall be fully subrogated to all rights and interests of the Insured Person with respect thereto and may prosecute such claims in its own name as subrogee. The Insured Person's submission of Proof of Claim or acceptance of coverage or benefits under this insurance shall be deemed to constitute an assignment of such subrogation rights by the Insured Person to the Company. Any amount recovered by the Company shall first be used to pay the costs and expenses of collection incurred by the Company, including reasonable attorneys' fees, and for reimbursement to the Company for any amount that it may have paid or become liable to pay under this insurance. Any remaining amounts recovered shall be paid to the Insured Person or other persons lawfully entitled thereto, as applicable.

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

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

- (1) If any claims have been filed with the Company, the Premium is fully earned and is non-refundable.
- (2) If no claims have been filed with the Company,
  - (a) a cancellation fee of US\$25.00 will be charged; and
  - (b) refund will be issued on a pro-rata basis.

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

**(13) COOPERATION** - The Insured Person and his/her Physicians, Hospitals and other healthcare and medical service providers and suppliers shall undertake to cooperate fully with the Company and the Plan Administrator in reviewing, investigating, adjudicating and/or administering any claim for benefits under this insurance, including granting full right of access to all relevant or related medical documentation, medical histories, reports, lab or test results, x-rays, and other available evidence relating to or affecting the investigation, adjudication or administration of the claim. The Company may deny coverage for a claim when there has been a refusal or material failure to so cooperate.

**(14) CLAIM SETTLEMENT** - Eligible and covered claims under this insurance that have previously been paid by or on behalf of the Insured Person at the time of the Company's adjudication thereof will be reimbursed directly to the Insured Person, by check, at his/her last known residence or mailing address. While this insurance is in effect, the Insured Person shall undertake to promptly notify the Company of any change in such address(es) subsequent to the Effective Date of Coverage. Eligible and covered claims that have not yet been paid by or on behalf of the Insured Person at the time of adjudication will be paid by check or wire transfer to the Insured Person at his/her last known residence or mailing address, or, at the sole option and discretion of the Company (but without obligation to do so), and as an accommodation to the Insured Person, directly to the provider(s). All claim settlements are subject to the applicable Deductible, scheduled limits and sub-limits, maximum limits, and all other Terms of this insurance. No provider or other third-party shall have any direct or indirect claim or right of action against the Company under this Certificate or the Master Policy, whether by purported assignment of benefits, subrogation of interests or otherwise, unless first expressly agreed and consented to in writing by the Company, and notwithstanding the Company's exercise or failure to exercise any option or discretion under this Section regarding the method of claim payment. No provider or other third-party is intended to have or shall have any rights as a third-party beneficiary under this Certificate or the Master Policy.

**(15) FRAUDULENT CLAIMS** - If any claim or request for benefits under this insurance shall be in any respect fraudulent or deceitful, or if the Insured Person or anyone acting for or on his/her behalf under this insurance uses any fraudulent or deceitful means or devices, all past, present and future benefits, coverage and claims under this insurance shall be forfeited and waived by the Insured Person and may be cancelled, voided, rescinded and terminated by the Company in its sole and absolute discretion, and the Company shall have no obligation or liability for any such benefits, coverage or claims.

**(16) ARBITRATION** - No claim for benefits for which liability, eligibility, or coverage under this insurance has been denied in whole or in part by the Company nor any other dispute or controversy arising under or related to this insurance shall be arbitrable or subject to arbitration under any circumstances or for any reason.

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

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

- (a) The next day following the end of the period for which Premium has been fully and timely paid; or
- (b) The Termination Date as shown on the Declaration for this Certificate; or
- (c) The date the Insured Person returns to their Home Country (subject to the provisions of Section K, below, regarding incidental Home Country coverage); or
- (d) The next day following twenty-four (24) months from the Initial Effective Date; or
- (e) The date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth herein; or
- (f) The date the Company, at its sole option, elects to cancel from the Visitors Care<sup>SM</sup> insurance plan (sometimes referred to herein as "this insurance plan") all insured persons of the same sex, age, class or geographic location as the Insured Person, provided the Company gives no less than thirty (30) days advance written notice by mail to the Insured Person's last known residence or mailing address of its intent to exercise such option; or
- (g) The date the Insured Person enters active military service; or
- (h) The date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances described in Sections B(7), B(11) or B(15), above, or B(20) or B(21), below, or as otherwise permitted by the Terms of this insurance.

Coverage for the Insured Person shall remain in full force and effect unless terminated pursuant to the provisions of this Section B(18), except as otherwise provided in the Master Policy or this Certificate. In the event coverage under this insurance lapses or is terminated in accordance with Sections B(2) and/or B(18)(a) for failure to pay Premium, there shall be no availability of reinstatement. See Section B(21), below regarding renewability.

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

- (a) Make payment for services, treatment and/or supplies which, although not expressly covered under this insurance, may be beneficial to the Insured Person and cost effective to the Company; and/or
- (b) Deny coverage and/or benefits for any charges that exceed the amount the Company would have covered had the Insured Person accepted and followed the recommendations of the Patient Advocacy program.

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

- (a) All or part of the claim was not incurred by or paid by or on behalf of the Insured Person; or
- (b) The Insured Person or any member of the Insured Person's family, whether or not the family member is or was an Insured Person under this insurance plan, is repaid or is entitled to be repaid for all or part of the claim by Other Coverage or by or from a source other than the Company; or
- (c) All or part of the claim was not eligible for payment or coverage under the Terms of this insurance; or
- (d) All or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance; or
- (e) All or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider; or
- (f) The Insured Person is not liable or responsible as a matter of law for all or part of a claim;

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

**(21) RENEWAL/AMENDMENT** – Coverage under the Visitors Care<sup>SM</sup> plan may be renewed for extended periods of coverage from 5 days to 12 months up to a maximum total of twenty-four (24) continuous months. Any one policy period may not exceed twelve (12) months. If any Period of Coverage under this insurance has lapsed or terminated for any reason, coverage under the Visitors Care<sup>SM</sup> plan cannot be renewed, but may be separately rewritten under a new certificate after the then-current Period of Coverage has expired (assuming applicable eligibility guidelines are met). A new application with premium must be received by the Company in order to effect rewritten coverage, and upon acceptance, a new certificate will be issued and a new initial period of coverage will be established for each rewrite effected. New deductibles, scheduled benefit limits and sub-limits, conditions of coverage, eligibility requirements, and Pre-existing condition exclusions will apply to any separately rewritten and non-continuous coverage periods.

- a. At the time of any request for renewal, the Insured Person must satisfy all of the then-current eligibility requirements for this insurance, as established by the Company at its sole discretions (see e.g., Section D); and
- b. The maximum period of continuous coverage under this insurance, including the initial Period of Coverage and any renewed and extended Period(s) of Coverage, may not exceed a total of twenty-four (24) continuous months; and
- c. A new Deductible and Coinsurance will apply for each Period of Coverage under this insurance; and
- d. Upon the Company's acceptance of a renewal application, a new declaration of insurance and the then-current form of certificate of insurance for this insurance plan will be issued to the Insured Person by the Company.

The Company's commitment and the Insured Person's ability to renew is also subject to termination upon thirty (30) days written notice to the other party prior to the expiration date of the then existing Period of Insurance. The Company reserves the right in its sole discretion to make changes, additions and/or deletions to the Terms of the Master Policy, this Certificate, renewals or replacements of either, and/or to the Visitors Care<sup>SM</sup> insurance plan (including the issuance of Riders to effectuate same) at any time or from time to time after the Effective Date of Coverage of this Certificate, upon no less than ninety (90) days prior written notice to the Assured and the Insured Person (Notice of Amendment). The Notice of Amendment shall include a complete description of the changes, additions and/or deletions to be made, the effective date thereof (the Change Date), and notice of the Insured Person's cancellation rights as set forth below, and shall be sent first class mail, postage pre-paid, to the last known residence or mailing address of the Insured Person. Upon issuance of the Notice of Amendment, the Assured and/or the Insured Person shall have the right to request cancellation of this Certificate pursuant to the provisions of Section B(11), above, at any time prior to the Change Date; provided, however that cancellation under this Section B(21) shall be at the option of the Insured Person, and coverage under this insurance shall terminate with effect from the cancellation date specified by the Insured Person (subject to the provisions of Sections B(18)(a)-(h)). If the Insured Person does not elect to cancel this Certificate in accordance with the foregoing, the changes, additions and/or deletions as made by the Company and specified in said Notice of Amendment shall take effect as of the Change Date specified in the Company's Notice, and this insurance shall thereafter continue in effect in accordance with its Terms, as so amended and modified.

**(22) EXPLANATION OR VERIFICATION OF BENEFITS** - In the event of any verbal or telephone inquiry, every attempt will be made to help the Insured Person and his/her providers understand the scope and extent of available benefits and coverages under this insurance; provided, however, that no statement made by any agent, employee or representative of the Company or the Plan Administrator will be deemed or construed as an estoppel against the Company or be deemed or construed to modify, extend or amend the Terms of the Master Policy or this Certificate, unless expressly set forth in writing. Actual eligibility and/or acceptance

determinations, final coverage decisions, and benefit or claim payments can be determined and adjudicated only at the time a proper and complete Application and/or Proof of Claim is submitted (as the case may be), an opportunity for reasonable investigation and/or review is provided, cooperation required hereunder received, and all facts are presented in writing. The Terms of the Master Policy govern all available coverages and payments made or to be made. If a definite answer to a specific benefits or coverage question is required for any reason, the Insured Person or his/her provider may submit a written request to the Company, including all pertinent medical information and a statement from the attending Physician (if applicable), and a written reply will be sent by the Company and kept on file. If the Company elects to verify generally and/or preliminarily to a provider or the Insured Person that an Injury, Illness, diagnosis or proposed treatment is or may be covered under this insurance, or that benefits for same are or may be available under this Certificate, such verification of benefits does not guaranty either payment of benefits or the amount or eligibility of benefits. Final eligibility determinations, coverage decisions, and payment of claims or benefits are subject to all Terms of this insurance, including without limitation filing a proper and complete Proof of Claim under Section B(3) and Cooperation under Section B(13).

**C. SCHEDULE OF BENEFITS/LIMITS** - Subject to the Terms of this insurance, including without limitation the Deductible, and limits and sub-limits set forth below, the Company promises to provide the Insured Person the following benefits and coverages for charges incurred while this Certificate is in effect arising out of Injury or Illness incurred while this Certificate is in effect:

<u>Benefit/Other</u>	<u>Limits/Maximum</u>
<u>Maximum Coverage Limit</u>	Age 15 days to 79 years: US\$ 25,000 per Period of Insurance, and for the life of the plan Age 80+ years: US\$ 10,000 per Period of Insurance, and for the life of the plan
<u>Deductible</u>	All Deductibles are per Period of Coverage and are shown on the Declaration
<u>Inpatient Treatment:</u>	
Hospital Room & Board including miscellaneous	Up to \$825 per day, limited to 30 days per Period of Coverage
Intensive Care	Up to an additional \$400 per day, limited to 8 days per Period of Coverage
Pre-admission Testing	Up to \$750 per Period of Coverage
Surgery	Surgeon Up to \$2000 per Surgical session Assistant Surgeon Up to \$450 per Surgical session Anesthetist Up to \$450 per Surgical session
Inpatient Physician Visits	Up to \$40 allowable charge per visit and 1 visit per day, limited to 30 visits per Period of Coverage
Physician Consult	Up to \$350 per Period of Coverage, when requested by attending Physician
Private Duty Nurse	Up to \$400 per Period of Coverage
<u>Outpatient Treatment:</u>	
Surgery	Surgical Facility Fee Up to \$750 per Surgical session Surgeon Up to \$2000 per Surgical session Assistant Surgeon Up to \$450 per Surgical session Anesthetist Up to \$450 per Surgical session
Outpatient Physician Visits	Up to \$50 allowable charge per day and 1 visit per day, limited to 10 visits per Period of Coverage
Diagnostic Lab & Xray	Up to \$650 per Period of Coverage, limited to \$325 allowable charge per procedure
Hospital Emergency Room	Up to \$200 allowable charge per visit
Prescription Drugs	Up to \$150 per Period of Coverage
Emergency Local Ambulance	Up to \$250 per Period of Coverage
Physical Therapy	Up to \$25 allowable charge per visit and 1 visit per day, limited to 12 visits per Period of Coverage
Dental Accident	Up to \$350 per Period of Coverage
<u>Extended Care Facility</u>	Up to \$150 per day, limited to 15 days per Period of Coverage

<u>Common Carrier</u> <u>Accidental Death Benefit</u>	\$25,000
<u>Emergency Medical</u> <u>Evacuation Expenses</u>	Up to \$25,000 per evacuation, must be approved and coordinated by the Company
<u>Return of Mortal</u> <u>Remains</u>	Up to \$7,500, must be approved and coordinated by the Company
<u>Incidental Trip Coverage</u>	Up to 14 days per Period of Coverage

**D. ELIGIBILITY** - If an Insured Person is not eligible, this policy is void *ab initio* and all premium paid will be refunded.

In order to be eligible for coverage, a person must:

- (1) Be listed on the Application as an applicant and as the proposed Insured Person; and
- (2) Be at least fifteen (15) days old; and
- (3) Not be a citizen of the United States of America; and
- (4) Have legally entered the Host Country; and
- (5) Not be a citizen of the Host Country; and
- (6) Have remitted required Premium; and
- (7) Not have been in the United States of America more than thirty (30) days immediately prior to the date of Application if over age sixty-five (65) at the time of Application. If in the United States of America at the time of Application and over age sixty-five (65), a copy of an entry visa must be submitted with the Application showing that date of arrival in the United States of America is not more than thirty (30) days prior to the date of Application. This requirement will be waived with proof of previous valid insurance including the name of the insurance carrier on the Application.

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

**(1) SPECIFIC REQUIREMENTS** - The following treatments and services must always be Pre-certified for Medical Necessity:

- (a) Inpatient treatment; and
- (b) any Surgery or Surgical procedure; and
- (c) any Treatment in an Extended Care Facility.

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

- (a) Contact the Company or the Plan Administrator at the telephone numbers printed on the ID card **as soon as possible before the treatment or service is to be obtained.**

Inside the United States: 1-800-628-4664  
 Outside the United States: 1-317-655-4500 (Collect if necessary)

E-mail:  
Website:

[acm@imglobal.com](mailto:acm@imglobal.com)  
[www.akesocare.com/precertification](http://www.akesocare.com/precertification); and

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

(c) Notify all Physicians, Hospitals and other providers that this insurance contains Pre-certification requirements and ask them to fully cooperate with the Company.

**(3) LOSS OF COVERAGE/BENEFITS FOR NON-COMPLIANCE WITH PRE-CERTIFICATION REQUIREMENTS** - If the Insured Person or his/her healthcare providers do not comply with the Pre-certification requirements, or if the treatments or services are not Pre-certified, Eligible Medical Expenses will be reduced by fifty percent (50%).

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

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

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

**F. ELIGIBLE MEDICAL EXPENSES** - Subject to the Terms of this insurance, including without limitation the Deductible, maximums and limits and sub-limits set forth in the Schedule of Benefits/Limits, and the exclusions set forth in Section G, below, the Company will reimburse the Insured Person for the following costs, charges and expenses incurred by the Insured Person with respect to an Illness or Injury suffered or sustained by the Insured Person while this Certificate is in effect, so long as the costs, charges or expenses are Usual, Reasonable and Customary ("Eligible Medical Expenses"):

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

(a) Daily room and board and nursing services not to exceed the average semi-private room rate; and

(b) Daily room and board and nursing services in Intensive Care Unit; and

(c) Use of operating, treatment or recovery room; and

(d) Services and supplies which are routinely provided by the Hospital to persons for use while Inpatient; and

(e) Emergency treatment of an Injury, even if Hospital confinement is not required; and

(f) Emergency treatment of an Illness; however charges for use of the emergency room itself will not be covered unless the Insured Person is directly admitted to the Hospital as Inpatient for further treatment of that Illness; and

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

**(3) Charges by a Physician for professional services rendered, including Surgery; provided, however, that charges by or for an assistant surgeon will be limited and covered at the rate of twenty-five percent (25%) of the Usual, Reasonable and Customary charge of the primary surgeon, not to exceed the maximum stated in Schedule of Benefits/Limits; and provided, further, that standby availability of a Physician or surgeon will not be deemed to be a professional service and is not eligible for coverage; and**

**(4) Charges incurred for:**

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

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

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

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

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

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



- (g) Emergency local ambulance transport necessarily incurred in connection with Injury or Illness resulting in Hospitalization; and
- (h) Emergency Dental treatment and Dental Surgery necessary to restore or replace sound natural teeth lost or damaged in an Accident which is covered under this insurance; and
- (i) physical therapy prescribed by a Physician and performed by a professional physical therapist, and necessarily incurred to continue recovery from a covered Injury or covered Illne; and
- (j) care in a licensed Extended Care Facility upon direct transfer from an acute care Hospital.

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

**(1) War; Military Action; Terrorism** - The Company shall not be liable for and will not provide coverage or benefits for any claim or Charges incurred with respect to any Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising or incurred in connection with or as a result of any of the following acts or events (collectively, "Occurrences"):

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

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

**(2) Pre-existing Conditions** - Charges arising or resulting directly or indirectly from or relating to any Pre-existing Condition, as herein defined; and

**(3) Maternity and newborn care** - Charges for pre-natal care, delivery, post-natal care, and care of newborn, including complications of pregnancy, miscarriage, complications of delivery or complications of newborn; and

**(4) Charges for treatment of Mental or Nervous Disorders; and**

**(5) Charges for any treatment, services or supplies that are:**

- (a) not incurred, obtained or received by an Insured Person during the Period of Insurance; and/or
- (b) not presented to the Company for payment by way of a complete Proof of Claim within ninety (90) days of the date such Charges are incurred; and/or
- (c) not administered or ordered by a Physician; and/or
- (d) not Medically Necessary; and/or
- (e) provided at no cost to the Insured Person or for which the Insured Person is not otherwise liable; and/or
- (f) in excess of Usual, Reasonable, and Customary; and/or
- (g) relating to, arising from or in connection with, for, or as a result of HIV, AIDS virus, AIDS related Illness, ARC syndrome, or AIDS, including any complications or consequences or Illnesses related thereto or arising therefrom; and/or
- (h) incurred by an Insured Person who was HIV + on the Effective Date of Coverage; whether or not the Insured Person had knowledge of his/her HIV status at that time and whether or not the Charges are incurred in relation to or as a result of said status; and/or

- (i) provided by or at the direction or recommendation of a chiropractor; and/or
- (j) performed or provided by a Relative of the Insured Person; and/or
- (k) not expressly included as Eligible Medical Expenses as defined in Section F, above; and/or
- (l) provided by a person who resides or has resided in the Insured Person's home; and/or
- (m) required or recommended as a result of complications or consequences arising from or related to any treatment, illness, injury, service, supply or condition excluded from coverage or which is otherwise not covered under this insurance; and
- (6)** Charges incurred for telephone consultations or due to a failure to keep a scheduled appointment; and
- (7)** Charges incurred for Surgeries or treatments, services or supplies which are:
  - (a) Investigational, Experimental, or for Research Purposes, and/or
  - (b) related to genetic medicine, genetic testing, surveillance testing and/or wellness screening procedures for genetically predisposed conditions indicated by genetic medicine or genetic testing, including, but not limited to amniocentesis, genetic screening, risk assessment, preventive and prophylactic surgeries recommended by genetic testing, and/or any procedures used to determine genetic pre-disposition, provide genetic counseling or administration of gene therapy; and
- (8)** Charges incurred for Custodial Care or Educational or Rehabilitative Care; and
- (9)** Charges incurred for any Surgery, treatment, services or supplies relating to, arising from or in connection with, for, or as a result of:
  - (a) weight modification, or for any Inpatient, Outpatient, Surgical or other treatment of obesity (including without limitation morbid obesity), including without limitation wiring of the teeth and all forms of intestinal bypass Surgery; and/or
  - (b) modification of the physical body in order to change or improve or attempt to change or improve the physical appearance or psychological, mental or emotional well-being of the Insured Person (such as but not limited to sex-change Surgery or Surgery relating to sexual performance or enhancement thereof); and/or
  - (c) cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is Medically Necessary and is directly related to and follows a Surgery which was covered under this insurance; and/or
  - (d) any Injury or Illness sustained while taking part in mountaineering activities where specialized climbing equipment, ropes or guides are normally or reasonably should have been used, Amateur Athletics or professional athletics, aviation (except when traveling solely as a passenger in a commercial aircraft), hang gliding and parachuting, snow skiing except for recreational downhill and/or cross country snow skiing (no cover provided whilst skiing in violation of applicable laws, rules or regulations; away from prepared and marked in-bound territories; and/or against the advice of the local ski school or local authoritative body), racing of any kind including by horse, motor vehicle (of any type) or motorcycle, spelunking, and subaqua pursuits involving underwater breathing apparatus. Practice or training in preparation for any excluded activity which results in injury will be considered as activity while taking part in such activity; and/or
  - (e) any Injury or Illness sustained while participating in any activity where such activity is undertaken against the advice or direction of any local authority or any qualified instructor or contrary to the rules, recommendations and procedures of a recognized governing body for the sport or activity; and/or
  - (f) any Injury or Illness sustained while participating in any activity where such activity is undertaken against medical advice; and/or
  - (g) any Injury or Illness sustained as a result of being under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician but not for the Treatment of Substance Abuse; and/or
  - (h) any Injury or Illness sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician. For purposes of this exclusion, "vehicle" shall include both motorized devices regardless of whether or not a driver or operator license is required (including watercraft and aircraft) and non-motorized bicycles and scooters for which no permit or license is required; and/or
  - (i) any willfully Self-inflicted Injury or Illness; and/or
  - (j) any venereal disease; and/or
  - (k) any testing for the following: HIV, seropositivity to the AIDS virus, AIDS related illnesses, ARC Syndrome, AIDS; and/or
  - (l) any Illness or Injury resulting from or occurring during the commission of a violation of law by the Insured Person, including, without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations; and/or

- (m) any Substance Abuse; and/or
- (n) speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy; and/or
- (o) eye refraction, orthoptics, visual therapy or visual eye training; and/or
- (p) the feet, including without limitation: orthopedic shoes; orthopedic prescription devices to be attached to or placed in shoes; treatment of weak, strained, flat, unstable or unbalanced feet; metatarsalgia or bunions; and any treatment, services or supplies for corns, calluses or toenails; provided, however, that claims for services, treatment or supplies for the feet are eligible for coverage under this insurance, subject to all other Terms of this insurance, when related to an Injury to the foot arising from an Accident covered hereunder; and/or
- (q) hair loss, including without limitation wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a Physician; and/or
- (r) any sleep disorder; and/or
- (s) any exercise program, whether or not prescribed or recommended by a Physician; and/or
- (t) any exposure to any non-medical nuclear or atomic radiation, and/or radioactive material(s); and/or
- (u) any organ or tissue transplant or related services, treatment or supplies; and/or
- (v) any artificial or mechanical devices designed to replace human organs temporarily or permanently; and
- (10)** Charges incurred for any Treatment or supply that either promotes or prevents or attempts to promote or prevent conception or birth; including but not limited to: artificial insemination; oral contraceptives, Treatment for infertility or impotency; vasectomy or reversal of vasectomy; sterilization or reversal of sterilization; surrogacy; or abortion; and
- (11)** Charges incurred for any drug, treatment, services, supplies or procedure that promotes, enhances or corrects or attempts to promote, enhance or correct impotency or sexual dysfunction; and
- (12)** Charges incurred for Dental treatment, except for Emergency Dental treatment necessary to restore or replace sound natural teeth lost or damaged in an Accident covered hereunder; and
- (13)** Charges incurred for eyeglasses, contact lenses, hearing aids, hearing implants, and Charges for any treatment, services, supplies, examination or fitting related to these devices; and
- (14)** Charges incurred for eye Surgery, such as but not limited to radial keratotomy, when the primary purpose is to correct or attempt to correct nearsightedness, farsightedness, or astigmatism; and
- (15)** Charges incurred for treatment of the temporomandibular joint; and
- (16)** Charges incurred for any wellness expenses, immunizations and/or routine physical exams; and
- (17)** Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance; and
- (18)** Any taxes, assessments, charges, fees or surcharges imposed by any governmental agency or authority:
  - (a) arising out of or as a result of any treatment, services or supplies received by the Insured Person, or
  - (b) based upon the Company's election hereunder, if any, to pay benefits directly to providers, or
  - (c) for any other reason; and
- (19)** Charges or expenses incurred for: nonprescription drugs, medicines, vitamins, food extracts, or nutritional supplements; for IV vitamin or herbal therapy; for drugs or medicines not approved by the U.S. Food and Drug Administration or which are considered "off-label" drug use; and for drugs or medicines not prescribed by a Physician; and
- (20)** Charges incurred for radiation therapy or treatment and chemotherapy; and
- (21)** Charges incurred in Home Country except as expressly provided for in this insurance; and
- (22)** Charges incurred for hospice care; and
- (23)** Charges incurred for treatment or services provided in the home; and
- (24)** Charges incurred for durable medical equipment, prosthetics or orthotics.

**H. EMERGENCY MEDICAL EVACUATION BENEFIT** - Subject to the limits set forth in the Schedule of Benefits/Limits, and the other Terms of this insurance, including the Conditions and Restrictions set forth below, the Company will reimburse the Insured Person for the following expenses incurred by the Insured Person arising out of or in connection with an Emergency Medical Evacuation occurring while this Certificate is in effect:

- (1) Emergency air transportation to a suitable airport nearest to the Hospital where the Insured Person will receive treatment; and
- (2) Emergency ground transportation necessarily preceding emergency air transportation and from the destination airport to the Hospital where the Insured Person will receive treatment.

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

- (a) Medically Necessary treatment cannot be provided locally; and
- (b) Transportation by any other method would result in loss of the Insured Person's life; and
- (c) Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subparagraphs (a) and (b), above; and
- (d) Emergency Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person; and
- (e) Emergency Medical Evacuation is approved in advance and all arrangements are coordinated by the Company; and
- (f) The condition, illness, injury or occurrence giving rise to the Emergency Medical Evacuation occurred suddenly and/or spontaneously, and without: (i) advance warning, (ii) advance treatment, diagnosis or recommendation for treatment by a Physician, or (iii) prior manifestation of symptoms or conditions which would have caused a prudent person to seek medical attention prior to the onset of the Emergency.

The Company will arrange Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary treatment to prevent the Insured Person's loss of life. The Company will use its best efforts to arrange with independent, third-party contractors any Emergency Medical Evacuation within the least amount of time reasonably possible. The Insured Person understands and agrees that the timeliness, duration, and outcome of an Emergency Medical Evacuation can be affected by events and/or circumstances which are not within the direct control of the Company, including but not limited to: availability and performance of competent transportation equipment and staff; delays or restrictions on flights or other modes of transportation caused by mechanical problems, government officials, telecommunications problems, and/or geographical and weather conditions; and other acts of God. The Insured Person agrees to hold the Company and its agents and representatives harmless from, and agrees that the Company and its agents and representatives shall not be held liable for, any delays, losses, damages or other claims that arise from or are caused by the acts or omissions of such independent third-party contractors, or that arise from or are caused by any acts, omissions, events or circumstances that are not within the direct and immediate control of the Company and/or its authorized agents and representatives, including without limitation the events and circumstances set forth above. The Insured Person further agrees that upon seeking an Emergency Medical Evacuation, he or she will cooperate fully as required by Section (B)(13) above and that failure to so cooperate and/or failure to use or accept Emergency Medical Evacuation once it has been arranged by the Company will result in denial of future claims for Emergency Medical Evacuation or, at the company's discretion, only reimbursement for eligible costs associated with any Emergency Medical Evacuation request subsequently made and paid for by the Insured Person.

**I. RETURN OF MORTAL REMAINS** - In the event of the death of the Insured Person during the Period of Coverage as a result of an illness or injury covered under this insurance while the Insured Person is outside of his/her Home Country, the Company will reimburse the estate of the Insured Person up to US \$7,500 for the costs and expenses incurred to return the Insured Person's Mortal Remains to his/her Home Country and thereafter to the place of burial or other final disposition (but not including any costs of burial or other disposition); provided, however, that the Company must coordinate and approve all costs and expenses related to the return of the Insured Person's Mortal Remains in advance as a condition to the availability of this benefit.

**J. COMMON CARRIER ACCIDENTAL DEATH BENEFIT** - Subject to the Terms of this insurance, in the event of the Unexpected death of an Insured Person during the Period of Coverage as a result of an injury that was suffered due to an Accident that occurred during the Period of Coverage and while the Insured Person was traveling on a Common Carrier, the Company will pay to the Insured Person's estate or to the Insured Person's designated beneficiary a Common Carrier Accidental Death benefit in the amount of US \$25,000; provided, however, that such benefit will not be available or payable if the death resulted from a Pre-existing Condition as herein defined.

**K. INCIDENTAL HOME COUNTRY COVERAGE** - As an accommodation and supplemental benefit, the Insured Person will be covered under this insurance during incidental return trips to his/her Home Country ("Incidental Trips") up to a cumulative total of fourteen (14) days during the Period of Coverage, provided that:

- (1) The Insured Person has departed his/her Home Country prior to any Incidental Trip; and

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

**L. DEFINITIONS** - Certain words and phrases used in this Certificate are defined below. Other words and phrases may be defined where they are used.

**Accident:** A sudden, unintentional, and unexpected occurrence caused by external, visible means resulting in physical Injury to the Insured Person.

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

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

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

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

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

**Certificate:** This document as issued to the Insured Person, which provides an outline and evidence of eligible coverage and benefits payable to or for the benefit of the Insured Person under the Master Policy, and which includes the Insured Person's Application and any Riders.

**Common Carrier:** A company or organization that holds itself out to the public as engaged in the business of transporting persons from place to place by air, rail, bus and sea for compensation, offering its scheduled services to the public generally and is licensed by a recognized and approved government authority to transport fare paying passengers. This does not include taxi or limousine services.

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

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

**Declaration:** The Declaration of Insurance issued by the Company to the Insured Person contemporaneously with this Certificate (and/or upon renewal hereof) evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate, which Declaration shall be incorporated in and become a part of this Certificate.

**Deductible:** The dollar amount of Eligible Medical Expenses, specified in the Declaration, that the Insured Person must pay per Period of Coverage prior to receiving benefits under this insurance.

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

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

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

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

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

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

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

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

**Extended Period of Coverage:** Each continuous, consecutive, renewed and extended Period of Coverage: (i) that follows the Initial Period of Coverage or a prior Extended Period of Coverage, (ii) that meets the renewal requirements set forth in Section B(21), above, and (iii) for which renewal Premium has been timely paid. An Extended Period of Coverage cannot be less than five (5) days nor more than twelve (12) months, subject to the provisions of Section B(21), and subject to the maximum limits established by the Period of Insurance.

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

**Home Country:** The Home Country is the country of which the Insured Person is a citizen or national; including any country where the Insured Person maintains his/her primary residence or usual place of abode and any country of which the Insured Person is the possessor of a validly issued passport. In the event there is more than one home country under the above-listed criteria, the Home Country is the one country meeting the above-listed criteria and listed by the Insured as her or her Home Country on the application.

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

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

**Host Country:** Any country which is not the Insured Person's Home Country as herein defined, and in which the Insured Person is traveling, visiting or temporarily residing.

**Illness:** A sickness, disorder, illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition. Provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems.

All Illnesses that exist simultaneously or which arise subsequent to a prior Illness and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one Illness. Further, if a subsequent Illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness.

**Initial Effective Date:** The date (most recent, if more than one) the Insured Person first obtains coverage under the Visitors Care<sup>SM</sup> plan and maintains continuous unbroken coverage thereafter.

**Initial Period of Coverage:** The initial Period of Coverage that begins on the date the Insured Person is first entitled to receive benefits under the Visitors Care<sup>SM</sup> insurance plan as evidenced by this Certificate (or as evidenced by a previously issued coverage certificate which has been properly renewed and extended into the coverage evidenced by this Certificate in accordance with Section B(21)).

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

**Inpatient:** A person who is an overnight resident patient of a Hospital, using and being charged for room and board.

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

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

**Investigational:** Treatment that includes drugs not yet released for distribution by the US Food and Drug Administration and/or

procedures or services which are still in the clinical stages of evaluation.

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

**Master Policy:** The applicable Master Policy for Visitors Care<sup>SM</sup> insurance issued on an annual basis by the Company to the Assured, and under which insurance coverage and benefits are provided by the Company to the Insured Person, subject to the Terms thereof, and as outlined and evidenced by this Certificate and subject to the Terms hereof.

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

**Mental or Nervous Disorder:** A 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 Disorder includes without limitation: psychosis; depression; schizophrenia; bipolar affective disorder; Substance Abuse and those psychiatric Illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association.

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

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

**Outpatient:** A person who receives Medically Necessary treatment by a Physician for Injuries or Illnesses that do not require an overnight stay in a Hospital.

**Period of Coverage:** The current or otherwise applicable period of coverage under this Certificate for which Premium has been timely paid, as shown on the Declaration. A Period of Coverage can be no less than 5 days and no longer than twelve (12) months, and is subject to the maximum limits established by the Period of Insurance.

**Period of Insurance:** The total consecutive Periods of Coverage under the Visitors Care<sup>SM</sup> plan, including the Initial Period of Coverage and any and all Extended Periods of Coverage. The maximum allowable Period of Insurance under the Visitors Care<sup>SM</sup> plan (sometimes referred to as the "life of the plan") is twenty-four (24) months.

**Physician:** A duly licensed practitioner of the medical arts. A Physician must be currently licensed by the state or country in which the services are provided, and the services must be within the scope of that license.

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

**Pre-certification/Pre-certify:** A general determination of Medical Necessity, only, made in reliance and based upon the completeness and accuracy of the information provided at the time thereof. Pre-certification is not an assurance or verification of coverage, a verification of benefits, or a guarantee of payment. See Section E, above, for further details.

**Pre-existing Condition:** Any Injury, Illness, sickness, disease, or other physical or medical disorder, condition or ailment that, with reasonable medical certainty, existed at the time of Application or at any time during the three (3) years prior to the Effective Date of the Initial Period of Coverage, whether or not previously manifested or symptomatic, diagnosed, treated, or disclosed, including any subsequent, chronic or recurring complications or consequences related thereto or arising therefrom.

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

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

**Professional Athletics:** A sport activity, including practice, preparation, and actual sporting events, for any individual or organized team that is a member of a recognized professional sports organization, is directly supported or sponsored by a professional team or professional sports organization, is a member of a playing league that is directly supported or sponsored by a

professional team or professional sports organization; or has any athlete receiving for his or her participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

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

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

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

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

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

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

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

**Termination Date:** The date that coverage and benefits under this Certificate terminate as shown on the Declaration, or as otherwise determined under Section B(17) or Section B(18), above.

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

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

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

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

**Usual, Reasonable and Customary:** The most common charge for similar services, medicines, or supplies within the area in which the charge is incurred, so long as those charges are reasonable. The Company reserves the right to determine, in the reasonable exercise of its discretion, whether charges are Usual, Reasonable and Customary. In determining whether a charge is Usual, Reasonable and Customary, the Company may consider one or more of the following factors, without limitation: the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services; the severity or nature of the Illness or Injury being treated; the amount charged for the same or comparable services, medicines or supplies in the locality; the amount charged for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; and such other factors as the Company, in the reasonable exercise of its discretion, determines are appropriate.