

# Atlas Travel®

Description of Coverage

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# Important Notice and Disclaimer Concerning the United States Patient Protection and Affordable Care Act

This insurance is not subject to, and does not provide certain insurance benefits required by the United States' Patient Protection and Affordable Care Act ("PPACA"). PPACA requires certain U.S. citizens or U.S. residents to obtain PPACA compliant health insurance, or "minimum essential coverage." PPACA also requires certain employers to offer PPACA compliant insurance coverage to their employees. Tax penalties may be imposed on U.S. residents or citizens who do not maintain minimum essential coverage, and on certain employers who do not offer PPACA compliant insurance coverage to their employees. In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. **You** should consult **your** attorney or tax professional to determine whether this policy meets any obligations **you** may have under PPACA.

# **Description of Coverage Summary**

This Description of Coverage is a summary of the provisions contained in Master Policy NoCl25-AT-1 For a complete copy of the Master Policy, please contact WorldTrips.

This Description is to help **you** understand the insurance that **your** certificate provides. It details the key features, benefits, limitations, exclusions, definitions, Schedule of Benefits and Limits, and any endorsements, applying to **your** certificate. The levels of coverage which apply to **your** coverage are detailed in the Schedule of Benefits and Limits.

# **Important Features of Your Travel Insurance**

### **Cancellation**

**We** hope **you** are happy with the cover this policy provides. However, if after reading it, this insurance does not meet with **your** requirements, please notify **us** of **your** wish to cancel and **we** will refund **your** premium. Premiums will be refunded in full if a cancellation request is received prior to the **certificate effective date**.

Premiums may be refunded after the **certificate effective date** subject to the following provisions:

- a. A \$25 USD cancellation fee will apply for administrative costs incurred by us; and
- b. Only the prorated portion of the premium will be refunded; and
- c. You cannot have filed any claims to be eligible for a premium refund.

# **U.S. Preferred Provider Organization (PPO)**

This insurance policy offers the option of a PPO network for medical treatment received in the United States. If **you** choose to seek treatment from a PPO provider, billed charges for eligible expenses may be reduced and **we** will remit payment directly to the provider.

**You** may review a listing of **hospitals**, **physicians** and other medical service providers included in the PPO Network for the area where **you** will be receiving treatment by accessing the Internet website for WorldTrips: www.worldtrips.com. For assistance locating a provider, contact **us** at 1-800-605-2282.

### **Claims**

This insurance policy has in it a Claims Procedure which tells **you** what steps **you** must take to file a claim and explains **our** obligations to **you**. Beginning on the last day of **your certificate period**, **you** shall have sixty (60) days to provide **us proof of claim**.

# **Appeals and Complaints**

This insurance policy has in it an Appeals and Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make an appeal or complaint. The written appeal must be submitted within ninety (90) days from the later of the date the claim was denied or the termination date of the policy.

#### **Definitions**

This insurance policy has defined terms, indicated by bolded words (excluding headers). The defined terms may be found in the relevant benefit section or in the general definitions.

# **Pre-Existing Conditions**

This insurance policy excludes coverage for pre-existing conditions, except as provided for under the Acute Onset of Pre-existing Conditions benefit. This policy defines a pre-existing condition and provides the description of the Acute Onset of Pre-Existing Conditions benefit.

### **Notice**

Any notice to **you** shall be placed in the United States' mail, postage prepaid, and addressed to **your** mailing address on file as of the date the notice is mailed.

You may contact us at the below for cancellation or to update your information. You are required to notify us of any change in mailing address or change of home country within fifteen (15) days.

Online: <a href="https://worldtrips.my.site.com/MemberPortal">https://worldtrips.my.site.com/MemberPortal</a>

Postal Mail: WorldTrips

P.O. Box 240358

Apple Valley, MN 55124

USA

#### **Data Protection**

**We** respect individual privacy and value **your** confidence. **We** restrict access to personal information to employees/partners who need to know that information to perform their jobs. Any employee that **we** determine is in violation of this policy will be subject to disciplinary action, up to and including termination and criminal prosecution.

**We** will not disclose **your** personal information to third parties outside Tokio Marine HCC and **our** partners unless there is a legal basis for us to do so, including where we have your consent, where the processing is necessary for performance of our contracted services, is necessary for us to comply with the law of the countries in which **we** do business or when complying with the legal process, or where the data is processed for our legitimate interests. **You** may review the WorldTrips privacy policy here: <a href="https://www.worldtrips.com/about-worldtrips/privacy-policy">https://www.worldtrips.com/about-worldtrips/privacy-policy</a>

# **Rights of Third Parties**

You may assign benefits under this insurance to a hospital, physician, or other provider. Any assignment shall not confer upon such hospital, physician, or other provider, any right or privilege granted to you under this insurance except for the right to receive benefits, if any, which are determined to be due and payable hereunder. No hospital, physician or other provider shall have any direct or indirect claim or right of action against us.

#### Law and Jurisdiction

No action of law or equity may be brought to recover benefits under this insurance until 60 days after written proof of claim has been provided to **us**. No such action to recover benefits under this insurance may be brought after the end of three (3) years after the time written proof of claim is required to be furnished. This does not impact **your** general rights under law to pursue a legal action against **us**. The validity, interpretation, and performance of this agreement shall be governed by and construed in accordance with the laws of Cayman Islands.

#### **Arbitration**

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "ARBITRATION AND CLASS ACTION WAIVER", AND IF YOU DO NOT OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND WORLDTRIPS AND/OR THE INSURERS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

# **WorldTrips**

WorldTrips is a subsidiary of HCC Insurance Holdings, Inc., d/b/a Tokio Marine HCC. The master policy has been issued by TMHCC (CI) Insurance SPC Ltd. acting on behalf of and for the account of TMHCC (CI) – Travel SP 1, a Cayman Islands incorporated company licensed with the Cayman Islands Monetary Authority as a Class B(iii) insurer, to Conyers Trust Company (Cayman) Limited, a Cayman Islands incorporated company licensed with the Cayman Islands Monetary Authority to conduct trust business (Licence No. 94030) in its capacity as trustee of the TMHCC(CI) – Travel Trust, a Cayman Islands law governed trust.

# Member Eligibility

U.S. citizens and non-U.S. citizens who are at least fourteen (14) days of age are eligible for coverage outside of their home countries, except as provided under home country coverage. U.S. citizens and residents are not eligible for coverage within the U.S, except as provided under an eligible benefit period. Should **you** make a change to the location of **your home country** during the **certificate period**, **you** are no longer eligible for coverage in the new **home country** except as provided under **home country** coverage as of the date **you** establish the new **home country**.

Individuals ages sixty-five (65) to seventy-nine (79) as of the certificate effective date are subject to a \$100,000 USD overall maximum limit or less. Individuals ages eighty (80) and over as of the certificate effective date are subject to a \$10,000 USD overall maximum limit.

# **Certificate Effective & Termination Dates**

#### **Certificate Effective Date**

Insurance hereunder is effective on the later of:

- a. The moment **we** receive an application and correct premium if the application and payment is made online or by fax; or
- b. 12:01am U.S. Eastern Time on the date **we** receive an application and correct premium if the application and payment is made by mail; or
- c. The moment you depart from your home country; or
- d. 12:01am U.S. Eastern Time on the date requested on the application if correct premium is received.

### **Certificate Termination Date**

Insurance hereunder terminates on the earlier of:

- a. 11:59pm U.S. Eastern Time on the last day of the period for which premium has been paid; or
- b. 11:59pm U.S. Eastern Time on the date requested on the application; or
- c. The moment of arrival upon **your** return to **your home country** (unless **you** have started a benefit period or are eligible for home country coverage).

### **Benefit Period**

While the **certificate** is in effect, the benefit period does not apply. Upon termination of the **certificate**, including when **you** return to **your home country**, the **benefit period** applies for up to ninety (90) days only to **eligible medical** and **dental expenses** directly related to an **injury** or **illness** that was diagnosed or treated while the **certificate** was in effect. The **benefit period** begins on the first day of diagnosis or treatment of a covered **injury** or **illness** made while **you** are outside **your home country**. The benefit period applies whether or not **you** return to **your home country**.

Except for a benefit period, coverage provided under this Master Policy is for a maximum duration of twelve (12) months. Any extension of coverage is based upon the eligibility rules in force and is solely at **our** discretion.

Notwithstanding the foregoing, coverage under all plans shall terminate on the date **we**, at **our** sole option, elect to cancel all **members** of the same sex, age, class, or geographic location, provided **we** give no less than thirty (30) days advance written notice by mail to **your** last known address.

# Schedule of Benefits and Limits

Plan Details	
Overall Maximum Limit	Age 80 or older: \$10,000
	Age 65 to 79: \$50,000 or \$100,000
	All others: \$50,000, \$100,000, \$250,000, \$500,000, \$1,000,000 or \$2,000,000

Maximum per Injury / Illness	Age 80 or older: \$10,000
	Age 65 to 79: \$50,000 or \$100,000
	All others: \$50,000, \$100,000, \$250,000, \$500,000, \$1,000,000, or \$2,000,000
Deductibles	\$0, \$100, \$250, \$500, \$1,000, \$2,500, or \$5,000 per <b>certificate period</b>
Coinsurance	<b>We</b> will pay 100% of eligible expenses, after the deductible, to the overall maximum limit.

Eligible expenses are subject to **deductible**, overall maximum limit, and are per certificate period unless specifically indicated otherwise.

Benefit	Limit
Hospital Room and Board	Average semi-private room rate, including nursing services
Intensive Care Unit	Up to the overall maximum limit
Local Ambulance	Usual, reasonable and customary charges for covered illness or injury.  Illness must result in hospitalization as inpatient.
Emergency Room Co-payment	Claims incurred in the U.S.  You shall be responsible for a \$200 co-payment for the emergency room facility fee for each use of emergency room for an illness unless you are admitted to the hospital. There will be no co-payment for emergency room treatment of an injury.  Claims incurred outside the U.S. No co-payment
Urgent Care Center Co-payment	Claims incurred in the U.S.  For each visit, you shall be responsible for a \$15 co-payment not subject to deductible - Co-payment is waived for members with a \$0 deductible.  Claims incurred outside the U.S.  No co-payment
Outpatient Physical Therapy and Chiropractic Care	Up to \$50 maximum per day.
Emergency Dental	Up to \$300 – not subject to deductible
Emergency Eye Exam Copayment	Up to \$150. \$50 copayment per occurrence (plan deductible is waived).
Acute Onset of Pre-existing Condition See benefit description	Up to the overall maximum limit Up to \$25,000 lifetime maximum for Emergency Medical Evacuation
Terrorism	Up to \$50,000 lifetime maximum, eligible medical expenses only
All Other Eligible Medical Expenses	Up to the overall maximum limit
Emergency Travel Benefits	Limit
Emergency Medical Evacuation	Up to \$1,000,000 lifetime maximum, except as provided under Acute Onset of Pre-existing Condition  - not subject to deductible or overall maximum limit
Repatriation of Remains	Equal to the elected overall maximum limit - not subject to deductible or coinsurance. This limit is for this benefit only and is not included in or subject to the overall maximum limit.
Local Burial or Cremation	Up to \$5,000 lifetime maximum - not subject to deductible

Crisis Response - Ransom, Personal	Up to \$10,000 - not subject to deductible or overall maximum limit
Belongings, and Crisis Response	
Fees and Expenses	
Optional Crisis Response Rider with Natural	Up to \$90,000 per certificate period, with \$10,000 maximum for Natural
Disaster Evacuation	Disaster Evacuation - not subject to deductible or overall maximum limit
Emergency Reunion	Up to \$100,000, subject to a maximum of 15 days - not subject to deductible
Bedside Visit	Up to \$1,500 - not subject to deductible
Return of Minor Children	Up to \$50,000 - not subject to deductible
Pet Return	Up to \$1,000 - not subject to deductible
Political Evacuation	Up to \$100,000 lifetime maximum - not subject to deductible
Trip Interruption	Up to \$10,000 - not subject to deductible
Common Carrier Accidental Death Ages	
18 through 69	\$50,000
Under age 18	\$10,000
Ages 70 through 74	\$25,000
Ages 75 and older	\$12,500
	Subject to a maximum of \$250,000 any one family or group.
	- not subject to deductible or overall maximum limit
Accidental Death & Dismemberment	
(excludes loss due to Common Carrier	
Accident)	Lifetime Maximum - \$25,000 Death - \$25,000
Ages 18 through 69	Loss of 2 Limbs - \$25,000 Loss of 1
	Limb - \$12,500
	Lifetime Maximum - \$5,000 Death - \$5,000
	Loss of 2 Limbs - \$5,000 Loss of 1
Under age 18	Limb - \$2,500
	Lifetime Maximum - \$12,500 Death - \$12,500
	Loss of 2 Limbs - \$12,500 Loss of 1
	Limb - \$6,250
Ages 70 through 74	
	Lifetime Maximum - \$6,250 Death - \$6,250
	Loss of 2 Limbs - \$6,250 Loss of 1
	Limb - \$3,125
Ages 75 and older	\$250,000 maximum benefit any one family or group.
. Ges /3 and older	not subject to deductible or overall maximum limit
Optional Accidental Death &	Lifetime Maximum - \$25,000 Death -
Dismemberment Rider (only available to	\$25,000
members age 18 through age 69)	Loss of 2 Limbs - \$25,000
	Loss of 1 Limb - \$12,500
Lost Checked Luggage	- not subject to deductible or overall maximum limit
Lost Checked Luggage	Up to \$1,000 - not subject to deductible
Travel Delay	Up to \$100 a day after a 12-hour delay period requiring an unplanned
Travel Delay	Up to \$100 a day after a 12-hour delay period requiring an unplanned overnight stay. Subject to a maximum of 2 days not subject to deductible

Border Entry Protection	Up to \$500 if traveling on a valid B-2 visa and denied entrance at the U.S. border not subject to deductible
Natural Disaster - Replacement Accommodations	Up to \$250 a day for 5 days - not subject to deductible
Hospital Indemnity	\$100 per day of <b>inpatient</b> hospitalization - not subject to deductible
Personal Liability	Lifetime maximum - \$25,000  Third person injury — Up to \$25,000  Third person property — Up to \$25,000  Related third person property — Up to \$2,500  - not subject to deductible or overall maximum limit
Optional Personal Liability Rider	Lifetime maximum - \$75,000  Third person injury — Up to \$75,000  Third person property — Up to \$75,000  Related third person property — Up to \$7,500  - not subject to deductible or overall maximum limit

# U.S. Preferred Provider Organization (PPO) Requirements

Nothing contained in this insurance restricts or interferes with **your** right to select the **hospital**, **physician**, or other medical service provider of **your** choice. Nothing contained in this insurance restricts or interferes with the relationship between **you** and the **hospital**, **physician**, or other providers with respect to treatment or care of any condition, nor **your** right to receive, at **your** own expense, services and/or supplies that are not covered under this insurance.

To comply with the United States Preferred Provider Organization (PPO) requirements, **you** must receive medical treatment from PPO providers while in the United States. If **you** receive treatment from a PPO provider, **we** will remit payment for eligible expenses directly to the provider.

You may review a listing of hospitals, physicians and other medical service providers included in the PPO Network for the area where you will be receiving treatment by visiting WorldTrips' website located at: www.worldtrips.com. For assistance locating a provider, contact us at 1-800-605-2282.

# **Claim Procedures**

#### **Claims Notification**

All claims and related claim information, including a **proof of claim**, should be submitted to WorldTrips at the contact information below, or online.

Online: <a href="https://worldtrips.my.site.com/MemberPortal">https://worldtrips.my.site.com/MemberPortal</a>

Postal Mail: WorldTrips

P.O. Box 240358

Apple Valley, MN 55124

**USA** 

### **Proof of Claim**

You must send proof of claim for any expenses that you are requesting to be paid by us. This includes treatment or services for which the medical provider bills us directly. No payments will be made by us without you first submitting a proof of claim.

We must receive proof of claim for an incident within sixty (60) days of the last day of your certificate **period** (or for claims incurred during a benefit period, sixty (60) days from the date the claim is incurred). A **proof of claim** must include all of the following:

- 1. A completed and signed Claimant's Statement and Authorization form, together with any/all required attachments;
- Itemized bills from physicians, hospitals, and other medical providers; and
- Receipts for any expenses which have already been paid by you or on your behalf.

Subsequent to receipt of proof of claim, we may, at our sole discretion, request and require additional information, including but not limited to medical records necessary to confirm whether coverage exists for any claim prior to payment thereof.

# **Claims Cooperation**

You shall provide assistance and cooperate with us or our representatives in obtaining any other records we or they feel necessary to evaluate your claim or any incident giving rise to your claim. You shall provide, when asked, all authorizations necessary to obtain your medical records. If you do not fully cooperate with us and/or **our** investigation of the claim, **we** shall not be liable to pay any claim.

#### **Access to Additional Materials**

You shall provide us, or our designated representatives, all information, documentation, and medical information that we or they may reasonably require during the term of this policy, or until all claims have been resolved, whichever is later.

### Other Insurance

We shall not pay any claim if there is other insurance which would, or would but for the existence of this insurance, pay such claim. This insurance will apply with respect to expenses in excess of the amount paid or payable under such other insurance. We shall not pay any claim in respect to care, treatment, services or supplies furnished by any insurance, program or agency funded by any government.

# **Appeal and Complaints Procedure**

# Appealing a Claim

In the event we deny all or part of a claim under this insurance, you may file a written appeal with us. The written appeal must be submitted within ninety (90) days from the later of the date the claim was denied or the termination date of the policy. The appeal must include sufficient information to identify the claim under appeal and must specify the reason(s) for the appeal with supporting documentation, if applicable.

Please submit your written appeal online, by email, or by postal mail at the following:

Online: https://worldtrips.my.site.com/MemberPortal

Email: appeals@worldtrips.com **Postal** WorldTrips Appeals Mail: P.O. Box 241778

Apple Valley, MN 55124

USA

When we receive the appeal, we will review the claim and a written response will be sent to you. After you receive **our** response to the appeal, **you** may initiate a second appeal. With **our** receipt of the second appeal,

medical and/or claims personnel who were not involved in the original claim determination or the initial appeal will review the claim. A final determination will be made and a letter will be sent to you.

# **Arbitration and Class Action Waiver**

Excluding claims for injunctive or other equitable relief, or for remedies available in small claims court, ANY DISPUTE OR CONTROVERSY BETWEEN YOU AND ANY OF WORLDTRIPS. INSURERS OR THEIR AFFILIATES ARISING OUT OF OR RELATING TO THIS MASTER POLICY, INCLUDING WITHOUT LIMITATION, ANY AND ALL DISPUTES, CLAIMS (WHETHER IN TORT, CONTRACT, STATUTORY OR OTHERWISE) OR DISAGREEMENTS CONCERNING THE EXISTENCE, BREACH, INTERPRETATION, APPLICATION OR TERMINATION OF THIS MASTER POLICY, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT to the Federal Arbitration Act and in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect, inclusive of the JAMS Inc. Consumer Arbitration Minimum Standards to the extent applicable (collectively, "JAMS Rules"), and inclusive of provisions in the JAMS Rules allowing for the discovery or exchange of nonprivileged information relevant to the dispute. Such claims shall be arbitrated on an individual basis only and the parties waive any right or authority for any claims to be resolved in a class, consolidated, representative, collective or private attorney general action or arbitration.

Instructions regarding how to commence an arbitration are available on the JAMS website, located at https://www.jamsadr.com. If you initiate arbitration, you will be required to pay to JAMS its case initiation fee then in effect. All other costs of administering the arbitration (i.e., any remaining fees for JAMS administrative services or the arbitrator's services), shall be borne by WorldTrips. The arbitration shall take place in Houston, Texas or at your option in your hometown area, virtually or via written submissions alone. The arbitral tribunal shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The arbitration shall be conducted in the English language. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to determine arbitrability of any disputes arising out of or relating to this Master Policy. Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney's fees, to the prevailing party. This agreement to arbitrate does not apply to claims you may have for medical malpractice against your medical providers.

You may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice ("Notice") to WorldTrips. The Notice must be postmarked no later than sixty (60) days after the last day of your certificate period. The Notice must be mailed to: HCC Insurance Holdings, 13403 Northwest Freeway, Houston, Texas 77040, to the attention of the Chief Legal Officer. This procedure is the only mechanism by which you can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of this Master Policy, or any previous or future arbitration agreements that you have entered into with WorldTrips.

# Misrepresentation or Fraud

# **Application**

We rely on the statements made by you on the application in connection with the making of the application in determining whether or not the individual(s) included on the application meets the eligibility requirements for insurance hereunder. Any determination by us of a misstatement or misrepresentation (whether intentional or not), concealment or fraud in the member's application, or in relation to any statement or warranty made by the member or their authorized representative, whether in writing or otherwise, to us or our representatives, on or in connection with the application shall immediately render this insurance null and void and all claims hereunder shall be deemed non-payable in addition to any and all other remedies available to us.

#### **Claims**

We rely on the statements made by the **member** on the claimant's statement and in connection with the submission of any claim hereunder in determining whether or not and to what extent benefits under this insurance may be payable. Any misstatement or misrepresentation (whether intentional or not), concealment or fraud in the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be deemed non-payable and **we** reserve **our** rights regarding any and all other remedies available to **us**. If any claim under this insurance shall be in any respect fraudulent or if any fraudulent means or devices are used by the **member** or anyone acting on their behalf, this insurance shall be null and void and all claims hereunder shall be deemed non-payable and **we** reserve **our** rights regarding any and all other remedies available to **us**.

# **Pre-Existing Medical Conditions**

This policy does not cover charges, in whole or in part, resulting from, related to, arising from, or necessitated by a **pre-existing condition(s)**, except and unless charges resulted directly from an **acute onset of pre-existing condition** in which case the charges will be covered only according to the Terms of the Acute Onset of Pre-existing Conditions provision.

**Pre-existing Condition** means any **injury**, **illness**, sickness, disease, or other physical, medical, mental, or nervous disorder, condition, or ailment that, with reasonable medical certainty, existed at the time of application or at any time during the two (2) years prior to the effective date of this insurance, whether or not previously manifested, symptomatic or known, diagnosed, **treated**, or disclosed to **us** prior to the effective date, and including any and all subsequent, **chronic** or recurring complications or consequences related thereto or resulting or arising therefrom.

For the purposes of the Complications of Pregnancy coverage, pregnancy will not be included within the definition of a **pre-existing condition**.

# **Acute Onset of Pre-Existing Conditions**

Subject to all other terms, conditions and limitations of this Master Policy, in the event you experience an acute onset of a pre-existing condition during the certificate period for which immediate treatment is essential and necessary to stabilize the pre-existing condition, this Master Policy will cover eligible medical expenses. The benefit will apply only if at the time of the acute onset of a pre-existing condition all of the following conditions are met:

- (a) The Acute onset of a Pre-Existing Condition does not directly or indirectly relate to a chronic condition or **congenital** condition;
- (b) Treatment must be obtained within twenty-four (24) hours of the sudden and unexpected outbreak or reoccurrence;
- (c) You must be under eighty (80) years of age;
- (d) You must not be traveling against or in disregard of the recommendations, established treatment programs, or medical advice of a **physician** or other healthcare provider;
- (e) You must not be traveling with the intent or purpose to seek or obtain treatment for the preexisting condition;
- (f) You must be traveling outside your home country.

Such coverage shall be subject to all other policy terms, conditions, and exclusions, including the General Exclusions and the limits set forth in Schedule of Benefits and Limits.

# **Medical & Repatriation Expenses**

Subject to the limits set forth in the Schedule of Benefits and Limits, and subject to the conditions and restrictions contained in this provision, we will pay the following expenses incurred while this insurance is in effect.

# **Medical Expenses**

#### YOU ARE COVERED FOR:

- 1. Charges made by 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 inpatients; and
  - e. Emergency treatment of an injury, even if hospital confinement is not required; and
  - f. Emergency treatment of an illness; subject to emergency room co-pay as outlined in the Schedule of Benefits and Limits. ER co-payment is waived when you are directly admitted to the hospital as **inpatient** for further treatment of that **illness**.
- 2. **Surgery** at an **outpatient** surgical facility, including services and supplies.
- 3. Charges made by a physician for professional services, including virtual physician visits and surgery. Charges for an assistant surgeon are covered up to twenty percent (20%) of the usual, reasonable and customary charge of the primary surgeon, but standby availability will not be deemed to be a professional service and therefore is not covered.
- 4. Dressings, sutures, casts, or other supplies which are **medically necessary** and administered by or under

the supervision of a physician, but excluding nebulizers, oxygen tanks, diabetic supplies, other supplies for use or application at home, and all devices or supplies for repeat use at home, except durable medical equipment.

- 5. Diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, intelligence, behavioral and educational testing are not included).
- 6. Artificial limbs, eyes or larynx, breast prosthesis or basic functional artificial limbs, but not the replacement or repair thereof.
- 7. Reconstructive surgery when the reconstructive surgery is directly related to a surgery which is covered.
- 8. Hemodialysis and the charges by the hospital for processing and administration of blood or blood components but not the cost of the actual blood or blood components.
- 9. Oxygen and other gasses and their administration by or under the supervision of a physician.
- 10. Anesthetics and their administration by a physician.
- 11. Drugs which require prescription by a physician for treatment of a covered injury or illness, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of sixty (60) days per each prescription.
- 12. Care in a licensed extended care facility upon direct transfer from an acute care hospital.
- 13. Home nursing care in bed by a qualified licensed professional, provided by a home health care agency upon direct transfer from an acute care hospital and only in lieu of medically necessary inpatient hospitalization.
- 14. Emergency local ambulance transport necessarily incurred in connection with injury or illness resulting in **inpatient** hospitalization.
- 15. Emergency dental treatment necessary to 1) resolve pain; or 2) restore or replace teeth lost or damaged in a covered **accident**.
- 16. Emergency Eye Exam if your prescription corrective lenses are lost or damaged due to a covered loss and an exam is required to obtain a lens prescription for medically necessary correction lenses, but not for the replacement cost of prescription corrective lenses or contact lenses.
- 17. Medically necessary rental of durable medical equipment (consisting of a standard basic hospital bed and or a standard basic wheelchair) up to the purchase prices.
- 18. Outpatient physical therapy or chiropractic care for treatment of a covered **injury** or **illness**.
- 19. Injury or illness resulting from participation in sports or athletic activities not otherwise excluded under this insurance.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

### **Emergency Medical Evacuation**

#### YOU ARE COVERED FOR:

- 1. Emergency air transportation to a suitable airport nearest to the hospital where you will receive treatment; and
- 2. Emergency ground transportation necessarily preceding emergency air transportation; and from the destination airport to the **hospital** where **you** will receive treatment.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

1. The evacuation is recommended by the attending physician who certifies that it is medically necessary

and that transportation by any other method would result in the loss of your life or limb; and

- 2. The evacuation is agreed upon by you or your adult relative; and
- 3. Travel arrangements, excluding emergency local ambulance, are approved in advance and coordinated by us.

#### YOU ARE NOT COVERED IF:

- 1. The illness or injury giving rise to the expense is not covered under this insurance; or
- 2. You are participating in a non-covered sport or activity; or
- 3. Medically necessary treatment, services and supplies can be provided locally; or
- 4. If transportation by any other method would not result in the loss of your life or limb; or
- 5. The condition giving rise to the Emergency Medical Evacuation did not occur suddenly and unexpectedly and without advance warning, either in the form of physician recommendation or symptoms which would have caused a prudent person to seek medical attention prior to the onset of the emergency; or
- 6. Expenses arise directly or indirectly from anything in the General Exclusions.

We will provide Emergency Medical Evacuation only to the nearest hospital that is qualified to provide the medically necessary treatment, services and supplies to prevent your loss of life or limb.

The timeliness of arrangements can be affected by circumstances which are not within our control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. We shall not be held liable for any delays that are not within our direct and immediate control.

Notwithstanding the foregoing, and if you are visiting the U.S., we will pay for expenses to return you to your home country if the attending physician and our medical consultant agree that transfer to your home country is more appropriate than transfer to the nearest qualified **hospital**.

### **Trip Interruption**

### YOU ARE COVERED FOR:

- 1. The cost of an economy one-way air or ground transportation ticket for you to the terminal serving the area of **your** principal residence, and/or
- 2. The cost of an economy one-way air and/or ground transportation ticket for you from the area where you were hospitalized following an Emergency Medical Evacuation to the area where you were initially evacuated from or to the terminal serving the area of **your** principal residence.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. You provide written proof of one or more of the following events: destruction, after departure from home country, resulting from fire or weather of more than forty percent (40%) of your principal residence, or death of a biological or stepparent, biological or step-child/grandchild, current spouse, biological or stepsibling, or parent-in-law or sibling-in-law; or
- 2. Following a covered Emergency Medical Evacuation, the attending physician states that it is medically necessary for you to return to your home country or to the area from which you were initially evacuated for continued treatment, recuperation, and recovery.

### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

#### **Return of Minor Children**

#### YOU ARE COVERED FOR:

1. The cost of a one-way economy air and/or ground transportation ticket for each covered minor child to the terminal serving the area of the principal residence of each minor child.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. You are the only person age eighteen (18) or older, traveling with one or more minor children under the age of eighteen (18) who are also covered hereunder; and
- 2. You are hospitalized for treatment of a covered illness or injury, resulting in the children being left unattended for a period of time expected to exceed thirty-six (36) hours; and
- 3. The Return of Minor Children benefit must be agreed upon by you and/or by an authorized adult relative of the affected, covered minor children.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

The timeliness of arrangements can be affected by circumstances which are not within our control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. We shall not be held liable for any delays that are not within **our** direct and immediate control.

#### **Political Evacuation**

#### YOU ARE COVERED FOR:

1. The cost of transportation by the most economical means possible for you to the nearest country of safety or to your home country. We will determine to which country you will be evacuated.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. The U.S. Department of State has issued a level 3 or higher travel advisory after your arrival in the destination country; and
- 2. Your coverage was effective prior to the advisory being issued; and
- 3. You contact us within ten (10) days of the date the travel advisory is issued.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

### **Repatriation of Remains**

#### YOU ARE COVERED FOR:

- 1. Air or ground transportation of bodily remains or ashes to the airport or ground transportation terminal nearest your principal residence; and
- 2. Reasonable costs of preparation of the remains necessary for transportation.

#### YOU ARE NOT COVERED unless you fulfill the following conditions:

- 1. The illness or injury giving rise to the expense are covered under this insurance; and
- 2. Travel arrangements are approved in advance and coordinated by us.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

**We** are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily remains incurred during the repatriation process or otherwise.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

#### **Local Burial or Cremation**

#### YOU ARE COVERED FOR:

1. For **you** to be buried or cremated in the country of death in lieu of Repatriation of Remains up to the specified benefit maximum.

### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. The **illness** or **injury** giving rise to the expense is covered under this insurance; and
- 2. Travel arrangements are approved in advance and coordinated by us.

#### YOU ARE NOT COVERED IF:

- 1. The death occurs in your home country; or
- 2. The Emergency Medical Evacuation or Repatriation of Remains benefit is used; or
- 3. Expenses arise directly or indirectly from anything in the General Exclusions.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

# **Indemnity Benefit & Visitation Expenses**

# **Hospital Indemnity**

### YOU ARE COVERED FOR:

1. The Hospital Indemnity benefit for each night **you** spend in the hospital.

### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

1. You must provide verification of an eligible inpatient hospitalization.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

### **Emergency Reunion**

#### YOU ARE COVERED FOR:

- 1. The cost of an economy round-trip air or ground transportation ticket for one (1) **relative** for transportation to the terminal serving the area where **you** are hospitalized or are to be hospitalized following Emergency Medical Evacuation; and
- 2. Reasonable expenses for lodging and meals for the **relative**, which are incurred in the area where **you** are hospitalized for a period not to exceed fifteen (15) days.

#### YOU ARE NOT COVERED unless you fulfill the following conditions:

1. You have a covered Emergency Medical Evacuation.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

#### **Bedside Visit**

#### YOU ARE COVERED FOR:

1. The cost of an economy round-trip air or ground transportation ticket for one (1) relative for transportation to the terminal serving the area where you are hospitalized or are to be hospitalized.

### YOU ARE NOT COVERED unless you fulfill the following conditions:

1. You are confined to a hospital intensive care unit following a covered life-threatening bodily injury or life-threatening illness.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

# **Travel Assistance**

# **Travel Delay**

#### YOU ARE COVERED FOR:

1. Reimbursement for reasonable accommodations and meals when your delay requires an unplanned overnight stay.

# YOU ARE NOT COVERED unless you fulfill the following conditions:

- 1. The delay must be twelve (12) hours or more and certified due to the following reasons:
  - a. Delay of common carrier (which is certified by the common carrier); or
  - b. A traffic accident while en route to the point of departure from an airport outside of your home country (substantiated by a police report); or
  - c. Organized labor strike; or
  - d. You being hijacked or quarantined; or
  - e. Your passports or travel documents are stolen (substantiated by a police report).

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

### **Lost Checked Luggage**

#### YOU ARE COVERED FOR:

1. Replacement of clothes and personal hygiene items, not to exceed \$50 USD for any one item.

### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. The lost checked luggage must have been checked, in accordance with routine luggage checking procedures, for transportation with you, on board a regularly scheduled commercial airline or cruise line, upon which you were a fare-paying passenger; and
- 2. You must file a formal claim for lost luggage with the transportation provider, and follow all instructions

- and take all measures as directed by the transportation provider to locate and retrieve the lost checked luggage; and
- 3. You must provide us with copies of all documentation of the claim filed with the transportation provider, and a written statement from the transportation provider confirming that the luggage was checked and after careful search, the luggage remains missing; and
- 4. The lost checked luggage must be lost as of the date of our payment and as of that date, must have been lost for at least ten (10) days.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

# **Lost or Stolen Passport/Travel Visa**

#### YOU ARE COVERED FOR:

1. Reimbursement for reasonable cost in replacing your passport or travel visa.

### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. You exercise reasonable care for the safety and supervision of the passport or travel visa; and
- 2. Loss or theft is reported to the police within twenty-four (24) hours and a written police report is obtained;
- 3. You provide receipts for the costs associated with the passport or travel visa replacement.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

# **Natural Disaster - Replacement Accommodations**

### YOU ARE COVERED FOR:

1. Replacement accommodations in the event you are displaced from planned paid accommodations due to evacuation from forecasted natural disaster or following a natural disaster strike.

### YOU ARE NOT COVERED unless you fulfill the following conditions:

1. You provide a receipt of proof of payment for 1) the accommodations from which you were displaced and 2) for your replacement accommodations.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

The following definitions apply to Natural Disaster - Replacement Accommodations coverage:

Displaced means required to depart a destination due to an evacuation ordered by prevailing authorities.

Natural Disaster means an event of natural cause, including wildfire, earthquake, windborne dust or sand, volcanic eruption, tsunami, snow, rain, or wind, that results in widespread and severe damage. Natural disaster does not include the direct or indirect effect of rain, wind or water associated with named storms meeting the definition of hurricane or typhoon, except in instances where:

- 1. The path of the named storm deviates by a distance of greater than two hundred (200) miles within a seventy-two (72) hour period from the path forecast by a nationally recognized meteorological service;
- 2. Less than seventy-two (72) hours advance notice of a potential landfall for a named storm exists.

### **Border Entry Protection**

#### YOU ARE COVERED FOR:

If you are traveling on a Visitor Visa B-2 for tourism, for visiting family or friends, or on holiday, and you are denied entry to the United States at the border by customs officials:

- 1. Reimbursement for the cost of an economy one-way air or ground transportation ticket to the original country of origin; or
- 2. Common carrier change fee for transportation to the original country of origin less the amount credited for any unused portion of the return travel arrangements.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. You must return to the country of origin; and
- 2. You must not be a citizen or of the United States, have home country of the United States, and/or have permanent residency in the United States.

#### YOU ARE NOT COVERED IF:

- 1. You are traveling to the United States without a Visitor Visa B-2, or you are travelling illegally; or
- 2. You are from a country named on any active executive order at the time of purchase; or
- 3. You are on the United States terror watch list; or
- 4. You were denied entry to the United States upon arrival or while en route to the United States because you have violated any rule, law, condition of or guideline regarding the visa upon which you are traveling; or
- 5. You are visiting the United States for medical treatment, participation by amateurs in musical, sports, or similar events or contests, if compensation is received; or
- 6. You are visiting the United States for studies that receive credits towards a degree; or
- 7. You committed a crime en route or upon entry to the United States which caused or would have caused you to be returned to your country of origin; or
- 8. The United States government or the common carrier has paid, offered to pay, or will pay for your repatriation to your country of origin; or
- 9. You have an unused return ticket or credit issued by the common carrier. If credit is not used, the amount reimbursed will be reduced by the amount of the credit.

The following definitions apply to Border Entry coverage:

**Country of Origin** means the country **you** were in when **you** first departed for the United States.

Executive Order means a rule or order issued by the United States President on how federal agencies are to use their resources and having the force of law.

#### Pet Return

#### YOU ARE COVERED FOR:

1. The cost of a one-way economy air and/or ground transportation ticket for a pet to be returned to the terminal serving the area of **your** principal residence.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. You are the only person age eighteen (18) or older traveling with the pet; and
- 2. You are hospitalized for treatment of a covered illness or injury, resulting in the pet being left

unattended for a period of time expected to exceed thirty-six (36) hours.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

# **Personal Accident**

#### **Accidental Death and Dismemberment**

#### YOU ARE COVERED FOR:

- 1. Death we will pay the amount indicated in the Schedule of Benefits to the beneficiary; or
- 2. Loss of two (2) or more limbs or eyes we will pay you the amount indicated in the Schedule of Benefits; or
- 3. Loss of one (1) limb or eye we will pay you the amount indicated in the Schedule of Benefits.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. The accident giving rise to the Accidental Death or Dismemberment must be covered under this insurance; and
- 2. The accident giving rise to the accidental death must not be a common carrier accident; and
- 3. Death must occur within thirty (30) days of the sudden, unintentional, and unexpected occurrence and not be contributed to by illness or disease.

#### YOU ARE NOT COVERED IF:

- 1. Accident or loss is caused by or contributed to by any of the following:
  - a. Terrorism, war or act of war, whether declared or undeclared;
  - b. Your participation in a riot, insurrection or violent disorder;
  - c. Your service in the armed forces of any country;
  - d. Suicide or attempted suicide or intentional self-inflicted injury, while sane or insane;
  - e. The voluntary use of any chemical compound, poison or drug, unless used according to the directions of a physician;
  - f. Committing or attempting to commit a felony;
  - g. Illness, mental health disorder, or pregnancy;
  - h. As the result, directly or indirectly, of: i) intoxication as defined by the laws of the jurisdiction in which the accident or injury occurred, or ii) intoxication consistent with a .08 Blood Alcohol Content (BAC); whichever is lower, or (iii) an expert's report, such as that of a medical practitioner or forensic expert; (iv) the witness report of a third party; (v) your own admission; or (vi) the description of events you described to us or you had described to any treating medical professional (such as a paramedic, nurse, doctor) or attending emergency service member as documented in their records.
  - i. Myocardial infarction or cerebrovascular accident (CVA / Stroke);
  - j. Infection, except infection through a wound that was caused solely by an accident;
  - k. Injury while riding, boarding, or alighting from an aircraft if you were operating the aircraft, learning to operate the aircraft, serving as a member of the aircraft crew, or if the aircraft was being used for any purpose other than passenger transportation;
  - I. Medical or surgical treatment for any of the above; or
  - m. Any non-covered sports activities.
- 2. Expenses arise directly or indirectly from anything in the General Exclusions.

In no event will our payment under this benefit total more than the principal sum. The maximum liability under Accidental Death and Dismemberment for any group or family is limited to \$250,000 USD.

#### **Common Carrier Accidental Death Benefit**

#### YOU ARE COVERED FOR:

1. The amount indicated in the Schedule of Benefits to the beneficiary.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. The accident giving rise to the accidental death must occur while you are a fare paying passenger on a regularly scheduled trip on board a commercial airline or cruise line;
- 2. Death must occur within thirty (30) days of the sudden, unintentional, and unexpected occurrence and not be contributed to by illness or disease; and
- 3. The maximum liability under this Common Carrier Accidental Death Benefit for a group or family is limited to \$250,000 USD.

#### YOU ARE NOT COVERED IF:

1. Expenses arise directly or indirectly from anything in the General Exclusions.

The following definitions apply to Personal Accident coverage:

Accidental Death means a sudden, unintentional, and unexpected occurrence caused solely by external, visible means resulting in injury to you and your subsequent death. Death must occur within thirty (30) days of the sudden, unintentional, and unexpected occurrence and not be contributed to by **illness** or disease.

Accidental Dismemberment means a sudden, unintentional, and unexpected occurrence caused solely by external, visible means and resulting in complete severance from the body of one or more limbs or eyes and not contributed to by illness or disease. For purposes of the Accidental Death and Dismemberment benefit, the term "limb" shall mean: the arm when the severance is at or above (toward the elbow) the wrist, or the leg when the severance is at or above (toward the knee) the ankle. Loss of eye(s) shall mean: complete, permanent, irrevocable loss of sight.

Beneficiary means the individual named in your application to be the recipient of any Accidental Death or Common Carrier Accidental Death benefit. If you do not designate a beneficiary on the application, the **beneficiary** is automatically in the order as follows:

Members age eighteen (18) or older: 1. Spouse (if any), 2. Children (if any) equally, 3. Your estate.

Members under age eighteen (18): 1. Custodial Parent(s) (if any), 2. Siblings (if any) equally, 3. Your estate.

# **Sports and Activities**

#### YOU ARE COVERED FOR:

1. You are covered for taking part in amateur/non-professional sports and activities unless it is excluded below. Coverage is for recreational purposes incidental to a trip.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

1. You must ensure that appropriate safety equipment (such as protective headwear, life jackets etc.) are worn at all times.

### **YOU ARE NOT COVERED IF:**

- 1. The activity is organized athletics involving regular or scheduled practice and/or games; or
- 2. The activity is performed in a professional capacity or for any wage, reward, or profit; or
- 3. The activity involves exploring remote or inaccessible areas, exploratory expeditions and new routes or activities, including within Antarctica, the Arctic Circle, and Greenland; or
- 4. Expenses arise directly or indirectly from anything in the General Exclusions; or
- 5. Any of the excluded items listed below:
  - All-Terrain Vehicles
  - American Football
  - Aussie Rules Football
  - Aviation (except when traveling solely as a passenger in a commercial aircraft)
  - Base Jumping
  - Big Game Hunting
  - Bobsleigh
  - Boxing
  - Cave Diving
  - Cliff Jumping
  - Hang-Gliding
  - Heli-Skiing
  - Hot Air Ballooning as a Pilot
  - Ice Hockey
  - Jousting
  - Kite-Surfing
  - Luge
  - Martial Arts
  - Modern Pentathlon
  - Motorized Dirt Bikes
  - Mountaineering, trekking or hiking at elevations of four thousand five hundred (4,500) meters or higher
  - Outdoor Endurance Events
  - Parachuting
  - Paragliding

- Parasailing
- Powerlifting
- Quad Biking
- Racing by any Animal, Motorized Vehicle, or BMX, and Speed Trials and Speedway
- Rugby
- Running with the Bulls
- Skeleton
- Skydiving
- Skysurfing
- Snow Skiing and Snowboarding, except 1) recreational downhill skiing, cross-country snow skiing, and snowboarding and 2) for downhill skiing and snowboarding within the prepared and marked in-bound territories. (No cover provided for any skiing or snowboarding that is against the advice of the local ski school or local authoritative body)
- Snow Mobiles
- Spelunking
- Sub Aqua Pursuits involving underwater breathing apparatus unless 1) accompanied by a certified instructor at depths less than ten (10) meters, or 2) you are PADI/NAUI/SSI certified
- Tractors
- Whitewater Rafting
- Windsurfing
- Wrestling

# **Crisis Response**

#### YOU ARE COVERED FOR:

- 1. Ransom; and/or
- Crisis Response Fees and Expenses; and/or
- 3. Personal Belongings

# **Kidnapping and Express Kidnapping**

### YOU ARE NOT COVERED unless you fulfill the following conditions:

- 1. Notification: Before surrendering a **ransom**, the person authorizing the surrender shall have notified or made every reasonable attempt to notify:
  - a. The Federal Bureau of Investigation or local law enforcement agencies as soon as practicable bearing in mind the safety of the person(s) held or threatened; and
  - b. Unity Advisory Group / On Call International via us.
- 2. The surrender of a ransom must not be:
  - a. Carried by, transported by or otherwise in **your** possession at the time that an **express kidnapping** or **kidnapping** first occurs; or
  - b. At the location where an express kidnapping or kidnapping first occurs.
- 3. Confidentiality: **You** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.

#### YOU ARE NOT COVERED IF:

- 1. Any **kidnapping** or **express kidnapping** first occurs in Afghanistan, Central African Republic, Democratic Republic of the Congo, Iraq, Libya, Mali, Niger, Nigeria, North Korea, Pakistan, Somalia, Sudan, South Sudan, Syria, Venezuela, Yemen, or any country for which we are prohibited from transaction due to sanctions imposed by (i) the United States Department of the Treasury's Office of Foreign Assets Control (OFAC) (ii) the United Kingdom HM Treasury's Office of Financial Sanctions Implementation (OFSI) including those extended to the Cayman Islands pursuant to any Order in Council), or (iii) the Cayman Islands authorities under Cayman Islands legislation.
- 2. Any act or alleged act **you** have taken would be a criminal act or offence if committed by **you** in the Cayman Islands, the state or country of which you are a national, or the state or country in which it occurred, unless the **Insurer** determines that such allegations were unfounded or untrue.
- 3. Reimbursement by the **Insurer** in the circumstances is prohibited or unlawful under applicable laws.
- 4. You make, authorise or facilitate a payment to an organization which commits, participates in, organizes, directs or contributes to the commission of an act or acts of terrorism, or any person or organization which is subject to sanctions imposed by: (i) the United States Department of the Treasury's Office of Foreign Assets Control (OFAC) (ii) the United Kingdom HM Treasury's Office of Financial Sanctions Implementation (OFSI) including those extended to the Cayman Islands pursuant to any Order in Council), or (iii) the Cayman Islands authorities under Cayman Islands legislation.
- 5. Any **express kidnapping** or **kidnapping** is a result of fraudulent, dishonest, or criminal act(s) by **you** or an authorized representative (whether acting alone or in collusion with others) unless the person authorizing the **ransom** payment had, prior to payment, made every reasonable attempt to determine that the **ransom** demand or threat was genuine.
- 6. Expenses arise directly or indirectly from anything in the General Exclusions.

#### Limits of Liability:

- 1. **Certificate Period** Aggregate: **Our** total liability for all **insured losses** shall not exceed the certificate period aggregate limit set forth herein.
- 2. In the event that you are covered by two or more policies issued by us covering insured losses arising from a kidnapping or express kidnapping, it is agreed that our aggregate liability for insured losses sustained by you shall not be cumulative and shall in no event exceed the largest amount available under any one of the policies.

The following definitions apply to Crisis Response coverage:

**Valuation**: **We** shall not be liable for more than the actual cash value of any consideration at the time of its surrender. If **insured losses** involve currency other than that of the United States of America, **we** shall not be liable for more than the United States Dollar equivalent of foreign currency based on the rate of exchange in the Wall Street Journal in effect on the day the monies are surrendered and/or expense incurred.

**Crisis Response Fees and Expenses** means all fees and expenses of Unity Advisory Group / On Call International related to **your kidnapping** or **express kidnapping**.

**Express Kidnapping** means the actual physical abduction, transportation, and holding of **you** against **your** will for a minimum of one (1) hour where **your personal belongings** and/or readily available assets are surrendered by **you** in exchange for **your** release.

**Kidnapping** means the actual physical or attempted physical abduction and holding of **you** against **your** will by a person or persons who demand a **ransom** specifically from **your** assets in exchange for **your** release.

**Insured Losses** means the following covered losses and expenses: **ransom**, **personal belongings**, and/or **crisis response fees and expenses**.

**Personal Belongings** means monies and/or property of monetary value that are:

- 1. Being carried or transported by you when an express kidnapping or kidnapping first occurs; and
- 2. Are surrendered during the course of an express kidnapping or kidnapping.

**Ransom** means monies and/or other consideration of monetary value that are surrendered or to be surrendered by **you** or on **your** behalf to meet an **express kidnapping** or **kidnapping** demand.

# **Personal Liability**

#### YOU ARE COVERED FOR:

Up to the sum insured shown in the Schedule of Benefits and Limits (inclusive of legal costs and expenses) if **you** become legally liable to pay damages in respect of:

- 1. Accidental bodily injury, including death, illness and disease of a third person; and/or
- 2. Accidental loss of or damage to a **third person's** material property (property that is both material and tangible); and/or
- 3. Accidental loss of or damage to a **related third person's** material property (property that is both material and tangible).

#### YOU ARE NOT COVERED unless you fulfill the following conditions:

- 1. You or your legal representatives gives us written notice immediately if you have received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
- 2. No admission, offer, promise, payment, or indemnity shall be made by or on behalf of **you** without **our** prior written consent.
- 3. Every claim notice, letter, writ or process or other document served on **you** shall be forwarded to **us** and immediately upon receipt.
- 4. We shall be entitled to take over and conduct in your name the defense or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages against all other parties or persons.
- 5. **We** may at any time pay **you** in connection with any claim or series of claims the sum insured (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made, **we** shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- 6. **We** will consider paying or advancing, but without any obligation or contractual duty to do so, up to \$2,500 USD to **you** or for **your** benefit to settle and compromise an asserted claim against **you** so long as:
  - a. The asserted claim is one that may be eligible for coverage under this insurance;
  - b. A lawsuit has not yet been filed, or, if already filed, no response has been filed;
  - c. You obtain a full written release and/or covenant-not-to-sue satisfactory to us; and
  - d. A **proof of claim** and other necessary documentation is satisfactorily provided to **us**.

#### YOU ARE NOT COVERED FOR:

- 1. Intentionally committed acts, or arising from the influence of alcohol or drugs not medically prescribed by a licensed **physician**;
- 2. Bodily **injury**, **illness** or disease of any person under a contract of employment, service or apprenticeship with **you** when the bodily **injury**, **illness** or disease arises out of and in the course of their employment to **you**, or in connection with any trade, business or profession;
- 3. Loss or damage to property belonging to or held in trust by or in the custody or control of **you** other than temporary accommodation occupied by **you** in the course of the trip;
- 4. Bodily **injury** or damage caused directly or indirectly in connection with the ownership, possession or use by **you** or on behalf of **you** of: aircraft, hovercraft, watercraft, motorized vehicles, parachute, parasail, glider, firearms, fireworks, explosives, deadly weapons, or any racing activity;
- 5. Any damages, losses or claims caused in whole or in part by you during any hunt or as a result of hunting;
- 6. Bodily **injury** caused directly or indirectly in connection with the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers;
- 7. Damages resulting from any fire, flood, wind, hail, water leak, gas leak, explosion or other natural or

- man-made catastrophe;
- 8. Fraudulent, dishonest, or criminal acts of you or any person authorized by you to commit such acts;
- 9. The consequences of any breach, violation or failure to perform any contractual undertakings or obligations, whether verbal or in writing;
- 10. Punitive or exemplary damages, or fines, penalties, assessments or claims by any governmental authorities or regulatory bodies;
- 11. Gambling, gaming, or betting of any kind;
- 12. Animals or pets belonging to **you**, or in **your** care, custody, or control;
- 13. Expenses arising directly or indirectly from anything in the General Exclusions.

The following definitions apply to Personal Liability coverage:

**Third Person** means any individual, natural person, or other legal entity or person, other than **you** or a **related third person**.

**Related Third Person** means **your relative**, **your** traveling companion, **your** traveling companion's **relative**, and any other person, individual or family member with whom **you** are residing or being hosted.

# **Terrorism**

#### YOU ARE COVERED FOR:

1. Eligible Medical Expenses for treatment of **injuries** and **illnesses** resulting from an Act of Terrorism, up to the limit set forth in the Schedule of Benefits and Limits, provided all of the following conditions are met.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. The **injury** or **illness** does not result from the use of any biological, chemical, **cyber**, radioactive or nuclear agent, material, device or weapon; and
- 2. You have no direct or indirect involvement in the Act of Terrorism; and
- 3. The Act of Terrorism is not in a country or location where U.S. Department of State has issued a level 3 or higher travel advisory that has been in effect within the sixty (60) days immediately prior to **your** date of arrival; and
- 4. You have not failed to depart a country or location within ten (10) days following the date a level 3 or higher travel advisory for that country or location is issued by the United States government.

#### YOU ARE NOT COVERED IF:

- 1. Loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense:
  - a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b. The use of any biological, chemical, cyber, radioactive or nuclear agent, material, device or weapon;

- however, this exclusion shall not apply where **you** are exposed to nuclear radioactive and/or radioactive material for the purpose of medical treatment; or
- c. Any Act of Terrorism, not specifically covered above; or
- d. Coverage for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) or (c) above; or
- e. Expenses arise directly or indirectly from anything in the General Exclusions.

For the purpose of this insurance, an "Act of Terrorism" means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **you**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The following definitions apply to Terrorism:

**Cyber** means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system.

# **General Exclusions**

Excluded Conditions, Treatments (includes Diagnoses, Tests, and Examinations), Services, Supplies, Acts, Omissions, and/or Events:

- 1. **Illness** that begins by occurrence of symptoms and/or receipt of **treatment** within the first two (2) days of coverage beginning with and including the certificate effective date, if coverage was purchased on the same day as the coverage effective date.
- 2. **Pre-existing Conditions**, except charges resulting directly from an **acute onset of pre-existing condition**, as herein defined, subject to the limits set forth in the Schedule of Benefits and Limits.
- 3. Birth defects and congenital conditions. Birth defects are deemed to include hereditary conditions.
- 4. Mental health disorders.
- 5. Pregnancy except 1) as covered under Complications of Pregnancy, as herein defined, termination of pregnancy except in connection with covered Complications of Pregnancy, all charges related to pregnancy after the twenty-sixth (26<sup>th</sup>) week of pregnancy, routine prenatal care, childbirth, postnatal care, and charges incurred by a child under the age of fourteen (14) days, and 2) diagnostic testing related to a covered **injury** or **illness**.
- 6. Impotency or sexual dysfunction.

- 7. All **sexually transmitted diseases** and conditions except for diagnostic testing related to a covered **injury** or **illness**.
- 8. HIV, AIDS, or ARC, and all diseases caused by and/or related to HIV.
- 9. All forms of cancer / malignant neoplasm.
- 10. **Substance abuse** or addiction or conditions that may be attributed to **substance abuse** or addictions and direct consequences thereof.
- 11. Acne, moles, skin tags, skin cysts or skin lesions, diseases of sebaceous glands, seborrhea, sebaceous cyst, hypertrophic and atrophic conditions of skin, nevus.
- 12. Sleep apnea or other sleep disorders.
- 13. Obesity or weight modification, including but not limited to wiring of the teeth and all forms of intestinal bypass **surgery**.
- 14. Intentional self-inflicted **injury** or **illness** and/or suicide or attempted suicide whether sane or insane.
- 15. **Injury** or **illness** sustained that is due wholly or partially to the effects of alcohol, illegal, or drugs not taken in accordance with treatment prescribed by a **physician** and except drugs prescribed for the treatment of substance abuse, or **injury** sustained while under the influence of drugs or alcohol as (i) defined under the law of the jurisdiction, or (ii) with a .08 Blood Alcohol Content (BAC), whichever is lower; or (iii) an expert's report, such as that of a medical practitioner or forensic expert; (iv) the witness report of a third party, or (v) **your** own admission; or (vi) the description of events **you** described to **us** or **you** had described to any treating medical professional (such as a paramedic, nurse, doctor) or attending emergency service member as documented in their records.
- 16. **Routine medical examinations**, including but not limited to vaccinations, immunizations, annual checkups, the issue of medical certificates and attestations, and examinations as to the suitability of employment or travel.
- 17. Treatment of the temporomandibular joint.
- 18. Promotion or prevention of conception including but not limited to: artificial insemination, treatment for infertility, sterilization or reversal of sterilization.
- 19. Organ or tissue transplants or related services.
- 20. Eye **surgery**, such as corrective refractory **surgery**, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.
- 21. Corrective devices and medical appliances, including eyeglasses, contact lenses, hearing aids, hearing implants, eye refraction, visual therapy, and any examination or fitting related to these devices, dentures or dental appliances, and all vision and hearing tests and examinations, except as provided for under Emergency Eye Exam.
- 22. Orthoptics and visual eye training.
- 23. 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 treatment of corns, calluses or toenails.
- 24. Hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed, unless prescribed due to loss resulting from a covered **injury** or **illness**.
- 25. Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy,

- holistic care of any nature, massage and kinesiotherapy.
- 26. Psychometric, intelligence, competency, behavioral and educational testing.
- 27. Cosmetic or aesthetic reasons, except for reconstructive **surgery** when such **surgery** is directly related to and follows a **surgery** which was covered hereunder.
- 28. Modifications of the physical body intended to improve the psychological, mental or emotional well-being, including but not limited to sex-change **surgery**.
- 29. Exercise programs, whether or not prescribed or recommended by a **physician**.
- 30. Incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
- 31. Cryo preservation and implantation or re-implantation of living cells.
- 32. Genetic or predictive testing.
- 33. **Investigational, experimental or for research** purposes.
- 34. While confined primarily to receive **custodial care**, **educational or rehabilitative care**, or any medical treatment in any establishment for the care of the aged, except rehabilitative care received upon direct transfer from an acute care **hospital**.
- 35. Not medically necessary.
- 36. Not administered by or under the supervision of a **physician**, and products that can be purchased without a doctor's prescription.
- 37. Provided by a relative, family member or any person who ordinarily resides with you.
- 38. Provided at no cost to you.
- 39. Failure to keep a scheduled appointment.
- 40. Payable under any government system, including the Australian Medicare system.
- 41. Payable under Workers' Compensation or Employer's Liability Laws, or by any coverage provided or required by law.
- 42. Charges exceeding usual, reasonable and customary.
- 43. Charges resulting from or occurring during the commission of a violation of law, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
- 44. Any **illness** or **injury** incurred as a result of epidemics, pandemics, public health emergencies, natural disasters, or other disease outbreak conditions that may affect a person's health when, prior to **your** effective date, any of the following were issued:
  - a. The United States Centers for Disease Control & Prevention had issued a Warning/Alert Level 3 or higher for a location or destination, including common carriers; or
  - b. The United States Centers for Disease Control & Prevention had issued a Global or Worldwide Warning/Alert Level 3 or higher.

This exclusion is applicable when 1) any of the above were in effect within sixty (60) days immediately prior to **your** effective date or 2) within ten (10) days following the date the alert/warning is issued **you** have failed to depart the country or location. This exclusion does not apply to charges resulting from COVID-19/SARS-CoV-2.

- 45. War, military action or while on duty as a member of a police or military force unit.
- 46. Travel or accommodations, except as provided for in the Local Ambulance, Emergency Medical Evacuation, Repatriation of Remains, Emergency Reunion, Natural Disaster, Return of Minor Children, Political Evacuation, Trip Interruption, Trip Delay, and Border Entry Protection sections of this insurance.

- 47. Incurred outside your certificate period.
- 48. Submitted to us for payment more than sixty (60) days after the last day of the certificate period.
- 49. When departure from the home country is to obtain treatment in the destination country/countries.
- 50. Complications or consequences of a treatment or condition not covered hereunder.
- 51. Not included as Eligible Expenses as described herein.

# **Definitions**

**Accident** means a sudden, unintentional, and unexpected occurrence caused by external, visible means and resulting in **injury** to **you**. The cause or one of the causes of such **accident** is external to **your** own body and occurs beyond **your** control.

**Accidental Death** means a sudden, unintentional, and unexpected occurrence caused solely by external, visible means resulting in **injury** to **you** and **your** subsequent death. Death must occur within thirty (30) days of the sudden, unintentional, and unexpected occurrence and not be contributed to by **illness** or disease.

**Accidental Dismemberment** means a sudden, unintentional, and unexpected occurrence caused solely by external, visible means and resulting in complete severance from the body of one or more limbs or eyes and not contributed to by **illness** or disease. For purposes of the Accidental Death and Dismemberment benefit, the term "limb" shall mean: the arm when the severance is at or above (toward the elbow) the wrist, or the leg when the severance is at or above (toward the knee) the ankle. Loss of eye(s) shall mean: complete, permanent, irrevocable loss of sight.

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

**Beneficiary** means the individual named in **your** application to be the recipient of any Accidental Death or Common Carrier Accidental Death benefit. If **you** do not designate a **beneficiary** on the application, the **beneficiary** is automatically in the order as follows:

Members age eighteen (18) or older: 1. Spouse (if any), 2. Children (if any) equally, 3. Your estate.

Members under age eighteen (18): 1. Custodial Parent(s) (if any), 2. Siblings (if any) equally, 3. Your estate.

**Certificate** means the document issued to **you** that provides evidence of benefits payable under the Master Policy and that will confirm the plan type, period of cover, **home country**, certificate number, special terms and/or conditions, **deductible**, chosen benefit list, and geographical area of cover.

**Certificate Period** means the period of time beginning on the date and time of the **certificate effective date** and ending on the date and time of the **certificate termination date**. The certificate period is a maximum of twelve (12) months. Lost checked luggage and travel delay are eligible benefits after the certificate period, if the claimed expense or loss began during the certificate period.

**Chronic** means any condition that usually persists three (3) months or longer.

**Coinsurance** means **your** payment of eligible expenses at the percentage specified in the Schedule of Benefits and Limits.

**Common Carrier** means an airplane, bus, train, or watercraft operating for commercial purposes and carrying fare-paying passengers on regularly scheduled and published routes.

Complications of Pregnancy means illnesses whose diagnoses are distinct from pregnancy, but are adversely affected by pregnancy or caused by pregnancy and not associated with a normal pregnancy. This includes: ectopic pregnancy, spontaneous abortion, hyperemesis gravidarum, pre-eclampsia, eclampsia, missed abortion and conditions of comparable severity. Complications of Pregnancy does not include: false labor, edema, prolonged labor, prescribed rest during the period of pregnancy, morning sickness and conditions of comparable severity associated with management of a difficult pregnancy, and not constituting a medically distinct condition.

**Congenital** means any medical condition, disorder, abnormality, deformity, **illness**, **injury** present at birth regardless of cause or manifestation, and whether or not previously diagnosed.

**Covered Loss** means a loss for which this plan has paid a benefit under Lost Checked Luggage or for an accidental **injury**.

**Custodial Care** means that type of care or service, wherever furnished and by whatever name called, that is designed primarily to assist **you** in performing the activities of daily living. Custodial care also includes non-acute care for the comatose, semi-comatose, paralyzed or mentally incompetent patients.

**Cyber** means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system.

**Deductible** means the dollar amount of eligible expenses, specified in the Schedule of Benefits and Limits that **you** must pay per **certificate period** before eligible expenses are paid.

**Displaced** means required to depart a destination due to an evacuation ordered by prevailing authorities.

**Durable Medical Equipment** means a standard basic hospital bed and/or a standard basic wheelchair. Walking boots and crutches are not considered durable medical equipment.

**Educational or Rehabilitative Care** means care for restoration (by education or training) of one'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.

**Emergency** means a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing **your** life or limb in danger if medical attention is not provided within twenty-four (24) hours.

**Emergency Dental** means dental treatment by a Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), or other licensed dental practitioner, necessary to resolve pain or to restore or replace teeth lost or damaged in an **accident** which was covered under this insurance.

**Emergency Eye Exam means** an eye exam performed by a licensed optometrist to establish proper corrective lens prescription for **medically necessary** corrective lenses that were lost or damaged as the result of a **covered loss** when the prescription is unable to be determined by the existing corrective lenses due to their

damage or loss.

**Extended Care Facility** means an institution, or a distinct part of an institution, which is licensed as a **hospital**, **extended care facility** or rehabilitation facility by the state 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** treatment, **custodial care**, nursing care or for care of **mental health disorders** or the mentally incompetent.

**Home Country** means the country where **you** principally reside and receive regular mail. U.S. citizens and lawful permanent residents are not eligible for coverage within the U.S., except as provided under home country coverage, regardless of the location of **your** principal residence.

**Home Health Care Agency** means a public or private agency or one of its subdivisions, which operates pursuant to law and is regularly engaged in providing home nursing care under the supervision of a registered nurse, and maintains a daily record on each patient, and provides each patient with a planned program of observation and treatment by a **physician**.

**Home Nursing Care** means services provided by a **home health care** agency and supervised by a registered nurse, which are directed toward the personal care of a patient, provided always that such care is provided in lieu of **medically necessary inpatient** care in a **hospital**.

Hospital means 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 conditions on its premises; and is not primarily a rehabilitation facility, 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.

**Illness** means a sickness, disorder, pathology, abnormality, ailment, disease or any other medical, physical or health condition. For purposes of this insurance, **illness** includes Complications of Pregnancy during the first twenty-six (26) weeks of pregnancy. **Illness** does not include learning disabilities, attitudinal disorders or disciplinary problems.

**Injury** means an unexpected and unforeseen harm to the body caused by an accident that requires medical treatment.

**Inpatient** means an admitted patient who occupies a hospital bed for medical treatment and whose admission was recommended by a **physician**.

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

**Investigational, Experimental or for Research Purposes** means procedures, services or supplies that are by nature or composition, or are used or applied, in a way which deviates from generally accepted standards of

current medical practice.

Local Ambulance means transportation from within a metro area to a hospital or other appropriate health care facility. Other than in an emergency, air ambulance may be substituted for ground ambulance if in rural area and unreachable by ground ambulance.

Medically Necessary means a service or supply which is necessary and appropriate for the diagnosis or treatment of an illness or injury based on generally accepted current medical practice as determined by us. A service or supply will not be considered **medically necessary** if is provided only as a convenience to **you** or the provider, and/or is not appropriate for your diagnosis or symptoms, and/or exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment of an illness or injury.

**Member** means an individual who is covered under this insurance.

Mental Health Disorder means a mental or emotional disease or disorder which generally denotes a disease of the brain with predominant behavioral symptoms; or a disease of the mind or personality, evidenced by abnormal behavior; or a disorder of conduct evidenced by socially deviant behavior. Mental health disorders include: psychosis, depression, schizophrenia, bipolar affective disorder, and those psychiatric

illnesses listed in the current edition of the diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association.

Natural Disaster means an event of natural cause, including wildfire, earthquake, windborne dust or sand, volcanic eruption, tsunami, snow, rain, or wind, that results in widespread and severe damage. Natural disaster does not include the direct or indirect effect of rain, wind or water associated with named storms meeting the definition of hurricane or typhoon, except in instances where:

- 1. The path of the named storm deviates by a distance of greater than two hundred (200) miles within a seventy-two (72) hour period from the path forecast by a nationally recognized meteorological service
- 2. Or less than seventy-two (72) hours advance notice of a potential landfall for a named storm exists.

Outpatient means a member who receives medically necessary treatment that is administered or ordered by a physician for injury or illness that does not require overnight stay in a hospital.

Outdoor Endurance Event means a non-motorized race or course event such as a road race, marathon, trail race, triathlon, obstacle course, bicycle race or challenge, ski race or similar events. Outdoor Endurance Events examples include but are not limited to Iron Man, Spartan Race, and Tough Mudder.

Physician means a Doctor of Medicine (MD), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatry (DPM), Doctor of Osteopathy (DO), a licensed Physical Therapist or Physiotherapist, and a Doctor of Psychology (Psy.D). Physician also includes an Advanced Practice Registered Nurse (APRN), Certified Nurse Practitioner (CNP), Certified Registered Nurse Anesthetist (CRNA), Nurse Midwife or a Physician Assistant (PA) under the direction of a medical doctor. A physician must be currently licensed by the jurisdiction in which the services are provided, and the services must be within the scope of that license and covered under this Master Policy.

Quarantine means your strict isolation imposed by a physician or government authority to prevent the spread of disease. An embargo preventing **you** from entering a country is not a **quarantine**.

Related Third Person means your relative, your traveling companion, your traveling companion's relative,

and any other person, individual or family member with whom you are residing or being hosted.

**Relative** means biological or stepparent; biological or stepchild; current **spouse**; biological or stepsiblings; or parent-in-law or sibling-in-law. **Routine Medical Examination** means an examination of the physical body by a **physician** for preventative or informative purposes only, including establishing care with a **physician** when there is no objective impairment to normal health, and not for the diagnosis or treatment of any condition. Routine medical examination also includes diagnostic labs, x-rays, and other procedures for screening, preventative, or informative purposes.

**Sexually Transmitted Diseases** means diseases including but not limited to syphilis, gonorrhea, chlamydiosis, trichomoniasis, genital herpes, and Human Papillomavirus (HPV).

**Spouse** means **your** legal spouse or domestic partner. Such relationship must have met all requirements of a valid marriage contract, domestic partnership, or civil union in the state or country where the parties' ceremony was performed.

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

Sudden(ly)/Unexpected(ly) means quickly with little or no warning, not expected and unforeseen.

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

**Terms** means all terms, provisions, conditions, definitions, **deductibles**, **coinsurance**, limits, sub-limits, limitations, wordings, restrictions, requirements, qualifications and/or exclusions that bind the Insured Person as set forth in the Master Policy, Application and any Riders.

**Third Person** means any individual, natural person, or other legal entity or person, other than **you** or a related third person.

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

**Urgent Care Center** means a U.S. medical facility separate from a **hospital** emergency department where ambulatory patients can be treated on a walk-in basis without an appointment and receive immediate, nonroutine urgent care for an **injury** or **illness** presented on an episodic basis.

**Usual, Reasonable and Customary** means the lesser of the following:

- 1. One and a half times (150%) of the charges payable under the United States Medicare program, for claims incurred outside the PPO network within the U.S., or
- 2. Most common charge for similar services, medicines or supplies within the geographic area in which the charge is incurred, so long as those charges are reasonable. What is defined as usual, reasonable and customary charges will be determined by us. In determining whether a charge is usual, reasonable and customary, we may consider one or more of the following factors: 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 services 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 where the charges are incurred; the cost to the provider of providing the service, medicine or supply; such other factors **we**, in the reasonable exercise of discretion, determine are appropriate.

**Virtual Physician Visit** means a live consultation conducted over the internet or phone between **you** and a **physician.** 

You/Your means each insured person named in the certificate.

We/Us/Our means WorldTrips.

# Optional Accidental Death & Dismemberment Benefit Rider

Subject to the Limits set in the Schedule of Benefits and subject to the conditions and restrictions contained in this policy, **we** will pay the following Optional Accidental Death and Dismemberment benefit if elected by **you** and subject to the payment of premium and restrictions outlined below.

Optional Accidental Death is defined as: A sudden, unintentional, and unexpected occurrence caused solely by external, visible means resulting in **your injury** and subsequent death. Death must occur within thirty (30) days of the sudden, unintentional, and unexpected occurrence and not be contributed to by **illness** or disease.

Optional Accidental Dismemberment is defined as: A sudden, unintentional, and unexpected occurrence caused solely by external, visible means and resulting in complete severance from the body of one or more limbs or eyes and not contributed to by **illness** or disease. For purposes of the Accidental Death and Dismemberment benefit provided by this insurance, the term "limb" shall mean: the arm when the severance is at or above (toward the elbow) the wrist, or the leg when the severance is at or above (toward the knee) the ankle. Loss of eye(s) shall mean: complete, permanent, irrevocable loss of sight.

#### YOU ARE COVERED FOR:

- 1. Death we will pay the amount indicated in the Schedule of Benefits to the beneficiary.
- 2. Loss of two (2) or more limbs or eyes we will pay you the amount indicated in the Schedule of Benefits.
- 3. Loss of one (1) limb or eye we will pay you the amount indicated in the Schedule of Benefits.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. You must be at least age eighteen (18) and younger than age seventy (70); and
- 2. The **accident** giving rise to the Optional Accidental Death or Dismemberment must be covered under this insurance; and
- 3. The accident giving rise to the accidental death must not be a common carrier accident; and
- 4. Death must occur within thirty (30) days of the sudden, unintentional, and unexpected occurrence and not be contributed to by **illness** or disease.

#### YOU ARE NOT COVERED IF:

- 1. Accidents or loss caused by or contributed to by any of the following:
  - a. Terrorism, war or act of war, whether declared or undeclared.
  - b. Your participation in a riot, insurrection or violent disorder.
  - c. Your service in the armed forces of any country.
  - d. Suicide or attempted suicide or intentional self-inflicted **injury**, while sane or insane.
  - e. The voluntary use of any chemical compound, poison or drug, unless used according to the directions of a **physician**.
  - f. Committing or attempting to commit a felony.
  - g. Illness, mental health disorder, or pregnancy.

- h. As the result, directly or indirectly, of: i) intoxication as defined by the laws of the jurisdiction in which the accident or injury occurred, or ii) intoxication consistent with a .08 BAC Blood Alcohol Content; whichever is lower, or (iii) an expert's report, such as that of a medical practitioner or forensic expert; (iv) the witness report of a third party; (v) your own admission; or (vi) the description of events you described to us or you had described to any treating medical professional (such as a paramedic, nurse, doctor) or attending emergency service member as documented in their records.
- i. Myocardial infarction or cerebrovascular accident (CVA / Stroke).
- j. Infection, except infection through a wound that was caused solely by an accident.
- k. Injury while riding, boarding, or alighting from an aircraft if you were operating the aircraft, learning to operate the aircraft, serving as a member of the aircraft crew, or if the aircraft was being used for any purpose other than passenger transportation.
- I. Medical or surgical treatment for any of the above.
- m. Any non-covered sports activities.
- 2. Expenses arise directly or indirectly from anything in the General Exclusions.

In no event will **our** payment under this benefit total more than the principal sum. All other provisions of the Master Policy remain unchanged.

# Optional Crisis Response Benefit Rider

Subject to the Limits set forth in the Schedule of Benefits and subject to the conditions and restrictions contained in this policy, **we** will pay the following Optional Crisis Response benefit if elected by **you** and subject to the payment of premium and restrictions outlined below.

#### YOU ARE COVERED FOR:

- 1. Ransom; and/or
- Crisis Response Fees and Expenses; and/or
- 3. Personal Belongings; and/or
- 4. Natural Disaster Evacuation

# Kidnapping and Express Kidnapping

### YOU ARE NOT COVERED unless you fulfill the following conditions:

- 1. Notification: Before surrendering a **ransom**, the person authorizing the surrender shall have notified or made every reasonable attempt to notify:
  - a. The Federal Bureau of Investigation or local law enforcement agencies as soon as practicable bearing in mind the safety of the person(s) held or threatened; and
  - b. Unity Advisory Group / On Call International via us.
- 2. The surrender of a ransom must not be:
  - a. Carried by, transported by or otherwise in **your** possession at the time that an **express kidnapping** or **kidnapping** first occurs; or
  - b. At the location where an express kidnapping or kidnapping first occurs.
- 3. Confidentiality: **You** must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.

#### YOU ARE NOT COVERED IF:

- 1. Any **kidnapping** or **express kidnapping** first occurs in Afghanistan, Central African Republic, Democratic Republic of the Congo, Iraq, Libya, Mali, Niger, Nigeria, North Korea, Pakistan, Somalia, Sudan, South Sudan, Syria, Venezuela, Yemen, or any country for which **we** are prohibited from transaction due to sanctions by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC).
- 2. Any **express kidnapping** or **kidnapping** is a result of fraudulent, dishonest, or criminal act(s) by **you** or an authorized representative (whether acting alone or in collusion with others) unless the person authorizing the **ransom** payment had, prior to payment, made every reasonable attempt to determine that the **ransom** demand or threat was genuine.
- 3. Expenses arise directly or indirectly from anything in the General Exclusions.

#### Limits of Liability:

- 1. **Certificate Period** Aggregate: **Our** total liability for all **insured losses** shall not exceed the certificate period aggregate limit set forth herein.
- 2. In the event that **you** are covered by two or more policies issued by **us** covering **insured losses** arising from a **kidnapping** or **express kidnapping**, it is agreed that **our** aggregate liability for **insured losses**

sustained by **you** shall not be cumulative and shall in no event exceed the largest amount available under any one of the policies.

Valuation: **We** shall not be liable for more than the actual cash value of any consideration at the time of its surrender. If **insured losses** involve currency other than that of the United States of America, **we** shall not be liable for more than the United States Dollar equivalent of foreign currency based on the rate of exchange in the Wall Street Journal in effect on the day the monies are surrendered and/or expense incurred.

The following definitions apply to Optional Crisis Response Benefit Rider – Kidnapping and Express Kidnapping:

**Crisis Response Fees and Expenses** means all fees and expenses of Unity Advisory Group/On Call International related to **your kidnapping** or **express kidnapping**.

**Express Kidnapping** means the actual physical abduction, transportation, and holding of **you** against **your** will for a minimum of one (1) hour where **your personal belongings** and/or readily available assets are surrendered by **you** in exchange for **your** release.

**Kidnapping** means the actual physical or physical abduction and holding of **you** against **your** will by a person or persons who demand a **ransom** specifically from **your** assets in exchange for **your** release.

**Insured Losses** means the following covered losses and expenses: **ransom**, **personal belongings**, and/or **crisis response fees and expenses**.

**Personal Belongings** means monies and/or property of monetary value that are:

- 1. Being carried or transported by you when an express kidnapping or kidnapping first occurs; and
- 2. Are surrendered during the course of an express kidnapping or kidnapping.

**Ransom** means monies and/or other consideration of monetary value that are surrendered or to be surrendered by **you** or on **your** behalf to meet an **express kidnapping** or **kidnapping** demand.

#### **Natural Disaster Evacuation**

We will provide evacuation due to a natural disaster which makes your host country location uninhabitable. The method of transportation will be determined by us.

#### YOU ARE COVERED FOR:

- 1. Transportation to the nearest safe location; and
- 2. One-way economy airfare to return **you** to **your home country** following a Natural Disaster Evacuation; and
- 3. A maximum of three (3) days for reasonable lodging accommodations if **you** are delayed at the safe location and unable to depart to **your home country**.

#### **YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

- 1. You cannot obtain commercial transportation to the nearest safe location within a time period:
  - a. Enabling you to leave the host country in time to avert imminent bodily harm; or
  - b. Complying with the time allowed to leave the **host country** pursuant to the orders of the recognized government of that **host country**; or
  - c. Officials of the **host country** or the U.S. Embassy, have issued, for reasons due to the Natural Disaster situation, a recommendation that the categories of persons which include **you** should leave

#### the host country; or

- 2. Your location in the host country is deemed uninhabitable by us.
- 3. You must contact us as soon as possible after your host country issues the official disaster declaration; and
- 4. Travel arrangements are approved in advance and coordinated by us.

#### **YOU ARE NOT COVERED IF:**

- You are able to leave your host country by normal means, such as changing a commercial airline ticket;
   we will assist in rebooking flights or other transportation. Such expenses for non-emergency transportation are your responsibility.
- 2. Expenses are directly or indirectly from anything in the General Exclusions.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control, or **your** failure to comply with **our** recommendations, or where rendering of service is prohibited by local laws or regulatory agencies.

If evacuation becomes impractical due to hostile or dangerous conditions, we will maintain contact with and advise you until evacuation becomes viable or the natural disaster situation has been resolved.

**We** shall be under no obligation to provide the services to **you**, who in our sole opinion, are located in areas that represent conditions in which providing services is impossible, including without limitation geographical remoteness, war (declared or undeclared), civil or other hostilities or political unrest.

The following definitions apply to Optional Crisis Response Benefit Rider – Natural Disaster Evacuation:

Host Country means the country which you have traveled to and which is not your home country.

**Imminent Bodily Harm** means the existence of any condition or circumstance, which cannot be avoided through reasonable precautionary measures, and could be expected to cause death or serious physical harm to **you**, if **you** were to remain in the affected area where the **natural disaster** event has occurred.

**Natural Disaster** means an event of natural cause, including wildfire, earthquake, windborne dust or sand, volcanic eruption, tsunami, snow, rain, or wind, that results in widespread and severe damage. **Natural disaster** does not include the direct or indirect effect of rain, wind or water associated with named storms meeting the definition of hurricane or typhoon, except in instances where:

- 1. The path of the named storm deviates by a distance of greater than two hundred (200) miles within a seventy-two (72)-hour period from the path forecast by a nationally recognized meteorological service
- 2. Or less than seventy-two (72) hours advance notice of a potential landfall for a named storm exists.

**Uninhabitable** means **your host country** location is deemed unfit for residence, as determined by **us** in accordance with U.S. and local authorities, due to lack of habitable shelter, food, heat and/or potable water AND no suitable supplemental housing is available within one hundred (100) miles of the disaster site.

All other provisions of the Master Policy remain unchanged.

# Optional Personal Liability Benefit Rider

Subject to the Limits set in the Schedule of Benefits and subject to the conditions and restrictions contained in this policy, **we** will pay the following Optional Personal Liability benefit if elected by **you** and subject to the payment of premium and restrictions outlined below.

#### YOU ARE COVERED FOR:

Up to the sum insured shown in the Schedule of Benefits and Limits (inclusive of legal costs and expenses) if **you** become legally liable to pay damages in respect of:

- 1. Accidental bodily injury, including death, illness and disease of a third person; and/or
- 2. Accidental loss of or damage to a **third person's** material property (property that is both material and tangible); and/or
- 3. Accidental loss of or damage to a **related third person's** material property (property that is both material and tangible).

#### YOU ARE NOT COVERED unless you fulfill the following conditions:

- 1. **You** or **your** legal representatives gives **us** written notice immediately if **you** have received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
- 2. No admission, offer, promise, payment or indemnity shall be made by or on behalf of **you** without **our** prior written consent.
- 3. Every claim notice, letter, writ or process or other document served on **you** shall be forwarded to **us** and immediately upon receipt.
- 4. **We** shall be entitled to take over and conduct in **your** name the defense or settlement of any claim or to prosecute in **your** name for **our** own benefit any claim for indemnity or damages against all other parties or persons.
- 5. **We** may at any time pay **you** in connection with any claim or series of claims the sum insured (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made, **we** shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- 6. **We** will consider paying or advancing, but without any obligation or contractual duty to do so, up to \$2,500 USD to **you** or for **your** benefit to settle and compromise an asserted claim against **you** so long as:
  - The asserted claim is one that may be eligible for coverage under this insurance;
  - b. A lawsuit has not yet been filed, or, if already filed, no response has been filed;
  - c. You obtain a full written release and/or covenant-not-to-sue satisfactory to us; and
  - d. A full **proof of claim** and other necessary documentation is satisfactorily provided to us.

#### YOU ARE NOT COVERED FOR:

- 1. Intentionally committed acts, or arising from the influence of alcohol or drugs not medically prescribed by a licensed **physician**;
- 2. Bodily **injury**, **illness** or disease of any person under a contract of employment, service or apprenticeship with **you** when the bodily **injury**, **illness** or disease arises out of and in the course of their employment to **you**, or in connection with any trade, business or profession;
- 3. Loss or damage to property belonging to or held in trust by or in the custody or control of **you** other than temporary accommodation occupied by **you** in the course of the trip;
- 4. Bodily **injury** or damage caused directly or indirectly in connection with the ownership, possession or use by **you** or on behalf of **you** of: aircraft, hovercraft, watercraft, motorized vehicles, parachute, parasail, glider, firearms, fireworks, explosives, deadly weapons, or any racing activity;
- 5. Any damages, losses or claims caused in whole or in part by you during any hunt or as a result of hunting;
- 6. Bodily **injury** caused directly or indirectly in connection with the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers;
- 7. Damages resulting from any fire, flood, wind, hail, water leak, gas leak, explosion or other natural or man-made catastrophe;
- 8. Fraudulent, dishonest, or criminal acts of you or any person authorized by you to commit such acts;
- 9. The consequences of any breach, violation or failure to perform any contractual undertakings or obligations, whether verbal or in writing;
- 10. Punitive or exemplary damages, or fines, penalties, assessments or claims by any governmental authorities or regulatory bodies;
- 11. Gambling, gaming, or betting of any kind;
- 12. Animals or pets belonging to you, or in your care, custody, or control; and
- 13. Expenses arising directly or indirectly from anything in the General Exclusions.

All other provisions of the Master Policy remain unchanged.