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# Student Health Insurance Plan 2016 - 2017

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## Travel Abroad Accident and Sickness Insurance Plan

Please read the brochure to understand your coverage.



Policy Number: BAH 4002284 1016





**Catlin Insurance Company Incorporated**  
**2800 Post Oak Blvd., Suite 4050, Houston, TX 77056**  
**A Stock Insurance Company**

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**BLANKET ACCIDENT POLICY**  
**(Educational Institutions)**

**POLICYHOLDER:** Lone Star College System  
**POLICY NUMBER:** BAH 4002284 1016  
**POLICY EFFECTIVE DATE:** October 1, 2016  
**POLICY TERM:** October 1, 2016 – August 31, 2017  
**STATE OF DELIVERY:** Texas

The Policy takes effect at 12:01 A.M. on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. The Policy terminates at 12:00 A.M., on the last day of the Policy Term unless the Policyholder and We agree to continue coverage under the Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue a rider to identify the new Policy Term.

The Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of Catlin Insurance Company, Inc witness this Plan.

A handwritten signature in cursive script, appearing to read "André McNeill", written over a horizontal line.

**President**

A handwritten signature in cursive script, appearing to read "JDC.", written over a horizontal line.

**Secretary**

**LIMITED BENEFITS: THE POLICY PAYS BENEFITS FOR SPECIFIC LOSSES**  
**DURING THE HAZARDS SHOWN IN THE SCHEDULE OF BENEFITS ONLY.**  
**PLEASE READ THE POLICY CAREFULLY.**

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Catlin  
toll-free telephone  
number for information or to make a  
complaint at

**1-877-CATLIN-US**  
**Or**  
**1-877-228-5468**

You may also write to Catlin  
at

**1600 Market Street**  
**Suite 1616**  
**Philadelphia, PA 19103**  
[www.catlin.com](http://www.catlin.com)

You may contact the Texas Department of  
Insurance to obtain information on  
companies, coverages, rights or complaints  
at

**1-800-252-3439**

You may write the Texas Department of  
Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
FAX: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

#### **RECLAMOS:**

Si  
Should you have a dispute concerning your  
premium or about a claim, you should contact  
the agent first. If the dispute is  
not resolved, you may contact the  
Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:** aviso

This notice is for information only and  
does not become a part or condition of  
the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter  
una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono  
gratis de Catlin  
para informacion o  
para someter una queja al

**1-877-CATLIN-US**  
**or**  
**1-877-228-5468**

Usted tambien puede escribir a  
Catlin

**1600 Market Street**  
**Suite 1616**  
**Philadelphia, PA 19103**  
[www.catlin.com](http://www.catlin.com)

Puede comunicarse con el Departamento de  
Seguros de Texas para obtener informacion  
acerca de companias, coberturas, derechos  
o quejas al

**1-800-252-3439**

Puede escribir al Departamento de Seguros  
de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
FAX: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **DISPUTAS SOBRE PRIMAS O**

tiene una disputa concerniente a su prima  
o a un reclamo, debe comunicarse con el  
agente primero. Si no se resuelve la  
disputa, puede entonces comunicarse con el  
departamento (TDI).

### **UNA ESTE AVISO A SU POLIZA:**

Este  
es solo para proposito de informacion y  
no se convierte en parte o condicion del  
documento adjunto.



# BLANKET ACCIDENT POLICY

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## SECTION 1: SCHEDULE OF BENEFITS

**POLICYHOLDER:** Lone Star College System

**ADDRESS:** 5000 Research Forest Dr.  
The Woodlands, TX 77381

**POLICY NUMBER:** BAH 4002284 1016

**POLICY EFFECTIVE DATE:** October 1, 2016

**POLICY TERM:** October 1, 2016 – August 31, 2017

**PREMIUM DUE DATE:** Monthly

**AGGREGATE LIMIT:**  
Benefit Maximum: \$1,000,000

We will not pay more than the Benefit Maximum for all losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

The Aggregate limitation applies only to the following coverages: Accidental Death; Dismemberment.

### CLASSES OF ELIGIBLE PERSONS:

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

**Class 1:** All students registered with the Policyholder, traveling outside of the United States and regularly attending classes during a Policyholder sponsored study abroad trip. All employees of the Policyholder traveling outside of the United States for (i) study abroad programs and (ii) any business related to Lone Star College.

\*Dependents of Class(es) 1 Insureds are eligible for Coverage under this Policy.

### HAZARDS INSURED AGAINST:

Travel Coverage (24 Hour World Wide)

### DESCRIPTION OF BENEFITS

#### ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

Principal Sum: \$10,000  
Time Period for Loss from date of Accident: 365 days;  
Covered Losses: See Benefit;

**EMERGENCY MEDICAL EVACUATION BENEFIT**

Maximum Benefit: \$1,000,000

Deductible: \$0

**FAMILY REUNION BENEFIT**

Maximum Benefit: \$2,500

**HOME COUNTRY EXTENSION BENEFIT**

Maximum Benefit: \$5,000

Deductible: \$0

Co-insurance Rate: 100%;

**LOST BAGGAGE BENEFIT**

Maximum Benefit: \$500

Deductible: \$25

**OUT OF COUNTRY MEDICAL EXPENSE BENEFITS**

Maximum Benefit: \$250,000

Deductible: \$0

Co-insurance Rate: 100% of all Covered Expenses;

Maximum Benefit Period: Length of Trip

Maximum for Dental Treatment (injury only): \$2,500

Maximum for Physiotherapy: 80% Usual and Customary up to \$250

**POLITICAL EVACUATION BENEFIT**

Maximum Benefit: \$100,000

**REPATRIATION OF REMAINS BENEFIT**

Maximum Benefit: \$250,000

Deductible: \$0

**TRIP INTERRUPTION – RETURN TICKET BENEFIT**

Maximum Benefit: \$2,000

**REPORTING AND NOTICE ADDRESSES:**

**Claim Reporting:** Co-ordinated Benefit Plans

**Phone:** 877-693-8530

**INITIAL PREMIUM RATES:**

Rates Per Day: \$1.30 Per Person

**SECTION 2: DEFINITIONS**

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

**Accident** means a: sudden; unexpected; and unintended event.

**Beneficiary**, in the case of death of the Covered Person, means a person named by the Covered Person to receive benefits provided by this Policy.

**Benefit** means cash payable or services offered to the Covered Person or the Beneficiary as detailed in the Schedule of Benefits, limited by the terms and provisions of this Policy.

**Certificate** is the evidence of the Covered Person's coverage under this Policy. Coverage is subject to the Policy provisions. The Certificate is not the Policy.

**Coverage** means the specific types of losses covered by this Policy.

**Covered Accident** means an Accident that: occurs while coverage is in force for a Covered Person; and results in a Covered Loss or Injury covered by the Policy for which benefits are payable.

**Covered Activity** means any activity: that the Policyholder requires the Covered Person to attend; or that is under its supervision and control listed in the Schedule of Benefits and insured under the Policy.

**Covered Expenses; Expenses** means expenses actually incurred by or on behalf of a Covered Person for: treatment; services; and supplies covered by the Policy. Coverage under the Policyholder's Policy must remain continuously in force from the date of the Accident or Sickness until the date: treatment; services; or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such: treatment; service; or supply, that gave rise to the expense or the charge, was rendered or obtained.

**Covered Injury** means any bodily harm that results directly and independently of all other causes from a Covered Accident.

**Covered Loss(es)** means an: accidental death; dismemberment; or other Injury covered under the Policy.

**Covered Person** means any Insured and Dependent for whom the required premium is paid.

**Deductible** means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Covered Person on a per Injury; or Sickness basis before Out of Country Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy.

**Dependent** means an Insured's lawful spouse or Domestic Partner; or a Dependent Child. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

**Dependent Child; Child** means means an Insured's unmarried child, from the moment of birth to age 25. For eligibility purposes, "Dependent Child(ren)" includes an Insured's natural child(ren); adopted child(ren), beginning with any waiting period pending finalization of the child's adoption; or a stepchild(ren) who resides with the Insured; or grandchild(ren); or child(ren) for whom the Insured must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a court in Texas. .

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is not capable of self-sustaining employment because of

mental retardation or physical ; and 2) depends chiefly on the Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

An adopted child includes a child of the Insured if the Insured is a party to a suit in which the Insured seeks to adopt the child.

**Disability** means the inability to do any work for which the Covered Person is or may be qualified by reason of education, experience or training.

**Dismemberment** means the loss by physical separation of a limb from the body.

**Doctor** means a licensed health care provider: acting within the scope of his or her license; and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a: Covered Person; the Covered Person's Immediate Family Member; or a member of the Covered Person's household.

**Domestic Partner** means a person of the same or opposite sex of the Insured who:

1. has resided with the Insured for at least 6 months prior to the date of enrollment
2. has shared financial assets and obligations with the Insured for at least 6 months
3. is not sharing a permanent residence with another person who has obtained the age of majority, and who has the competency to consent to a contract for a permanent residence;
4. is at least 18 years of age, age of majority, or legally emancipated; and is mentally competent to consent to contract.

**Emergency Care** means bona fide emergency services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

- (1) placing the patient's health in serious jeopardy;
- (2) serious impairment to bodily functions; or
- (3) serious dysfunction of any bodily organ or part.

**Hazard** means the circumstances necessary for an event to be considered a Covered Loss under this Policy.

**Health Care Plan** means a: policy; other benefits; or service arrangement for medical or dental care or treatment under: 1) group or blanket coverage, whether on an insured or self-funded basis; 2) hospital or medical service organizations on a group basis; 3) Health Maintenance Organizations on a group basis; 4) group labor-management plans; 5) employee benefit organization plans; 6) association plans on a group or franchise basis; or 7) any other group employee welfare benefit plans as defined in the Employee Retirement Income Security Act of 1974, as amended.

**Home Country** means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one country, his or her Home Country will be that country which the Covered Person has declared to Us in writing as his or her Home Country.

**Hospital** means an institution that: 1) operates as a Hospital pursuant to law for the: care; treatment; and providing of in-patient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provides organized facilities for: diagnosis; treatment; and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a pre-arranged basis; 5) is

not primarily a: nursing care facility; rest home; convalescent home; or similar establishment; or any separate ward; wing; or section of a Hospital used as such; and 6) is not a place solely for: drug addicts; alcoholics; or the aged; or any separate ward of the Hospital.

**Hospital Confined** means an overnight stay as a registered resident bed-patient in a Hospital.

**Immediate Family Member** means a person who is related to the Covered Person in any of following ways: spouse; parent (includes stepparent); child age 18 or older (includes legally adopted and step child); brother or sister (includes stepbrother or stepsister).

**Injury** means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes from a Covered Accident. All Injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

**Insurance** means providing protection against some of the economic consequences of a Covered Loss.

**Insured** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person. A Dependent covered under the Policy is not an Insured, but rather a Covered Person.

**Maximum Benefit** means the most we will pay for each Benefit states in the Schedule of Benefits.

**Medical Emergency** means a condition caused by an Injury or Sickness that manifests itself, while covered under this Policy, by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**Medically Necessary** means a treatment, service or supply that is: 1) required to treat an Injury or Sickness; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person's condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not considered Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.

**Policy** means a legal contract between the Policyholder and Us which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

**Policyholder** means the company or organization that elects to provide this Policy to their employees, members or participants.

**Premium** means the amount of money: determined by Us; based on the Hazards and Benefits chosen by the Policyholder; and agreed by the Policyholder as the consideration of which we agree to guarantee payment.

**Reconstructive Surgery for Craniofacial Abnormalities** means surgery to improve the function of, or to attempt to create a normal appearance of, an abnormal structure caused by congenital

defects, developmental deformities, trauma, tumors, infections, or disease.

**Schedule of Benefits** is an outline of the: Hazards; Coverages; and Benefits provided by this Policy.

**Sickness** means a disease or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under the Policy. All: related conditions; and recurrent symptoms of the same or similar condition; will be considered one Sickness.

**Trip** means travel by: air; land; or sea from the Covered Person's Home Country.

**Usual and Customary Charge** means the average amount charged by most providers for: treatment; service; or supplies in the geographic area where the: treatment; service; or supply is provided.

**We; Our; Us** means Catlin Insurance Company Incorporated or its authorized agent.

### **SECTION 3: ELIGIBILITY FOR INSURANCE**

Each person in one of the Classes of Eligible Persons shown in the Schedule of Benefits is eligible to be Insured on the Policy Effective Date. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that Insured.

An Insured's Dependent is eligible on the date:

1. the Insured is eligible, if the Insured has Dependents on that date; or
2. the date the person becomes a Dependent, if later.

In no event will a dependent be eligible if the Insured is not eligible. Also, Covered Person cannot be covered as an Insured and as a Dependent.

### **SECTION 4: EFFECTIVE DATE OF INSURANCE**

An Insured coverage will begin on the latest of the following dates:

1. the Policy Effective Date, provided that the policy premium has been paid;
2. the date he or she is eligible; or
3. the date of the scheduled Trip departure date; or
4. the date of his or her departure from the United States.

### **SECTION 5: TERMINATION DATE OF INSURANCE**

An Insured's coverage will end on the earlier of the date:

1. the policy terminates;
2. the Insured is no longer eligible;
3. the period ends for which premium is paid;
4. the Insured fails to pay the required premium, if the Insured is so required;
5. the scheduled Trip return date;

A Dependent's coverage will end on the earliest of the date:

1. he or she is no longer a Dependent;
2. the Insured's coverage ends;
3. the date the Policy ends;
4. the period ends for which premium is paid;
5. the scheduled Trip return date;

## **SECTION 6: GENERAL LIMITATION**

**Limitation on Multiple Covered Losses:** If a Covered Person suffers more than one Covered Loss as a result of the same Accident, We will pay only one benefit, the largest benefit.

**Limitation on Multiple Benefits:** If a Covered Person can recover benefits under more than one of the Benefits stated in the Schedule of Benefits, as a result of the same Accident, We will pay only one benefit, the largest benefit.

**Limitation on Multiple Covered Policies:** If a Covered Person can recover benefits under more than one accident policy written by Us, We will pay under only one policy, the policy which offers the Covered Person the largest benefit.

## **SECTION 7: DESCRIPTION OF BENEFITS**

The following Provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

We will pay the Benefit Amount shown below, if Injury to the Covered Person results, within the Time Period for Loss from date of Accident shown in the Schedule of Benefits, in any one of the losses shown below. The Principal Sum is shown in the Schedule of Benefits.

<u><b>Covered Loss</b></u>	<u><b>Benefit Amount</b></u>
Life	100% of the Principal Sum
Loss of One Hand or Foot	100% of the Principal Sum
Loss of Use of One Hand or Foot	100% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Speech and Hearing	100% of the Principal Sum

**Definition:** For this benefit

**Loss of One Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent Loss of Sight of one eye.

**Loss of Speech** means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means.

**Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

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

**Age** means the age of the Covered Person on his or her most recent birthday.

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#### **EMERGENCY MEDICAL EVACUATION BENEFIT**

We will pay Maximum Benefit as shown in the Schedule of Benefits for expenses incurred for the medical evacuation of a Covered Person. Benefits are payable if the Covered Person:

1. is traveling outside of his or her Home Country;
2. suffers an Injury or Sickness during the course of the covered Trip; and
3. requires Emergency Medical Evacuation.

Benefits will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Covered Person's Injury or Sickness requires an Emergency Medical Evacuation;
2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the usual level of charges for similar: transportation; treatment; services; or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

**Definition:** For this benefit

**Emergency Medical Evacuation** means:

1. the Covered Person's immediate transportation from the place where he or she suffers an Injury or Sickness to the nearest: Hospital; or other medical facility where appropriate medical treatment can be obtained; or
2. the Covered Person's transportation to his or her Home Country to obtain further medical treatment in a: Hospital; or other medical facility; or to recover after suffering an Injury or Sickness.

An Emergency Medical Evacuation also includes: Medically Necessary medical treatment; medical services; and medical supplies necessarily received in connection with such transportation.

After Hospitalization or treatment for a covered Injury or Sickness, if the Covered Person is unable to continue his Trip, Our designated assistance provider, in conjunction with the local attending Doctor and/or the Covered Person's habitual Doctor, will organize the Covered Person's return to his or her Home Country or country of permanent assignment. If the gravity of the situation so dictates, Our designated assistance provider will ensure that appropriate medical care is provided to the Covered Person during the return Trip. If Our designated assistance provider and the local attending medical practitioner consider the Covered Person stable enough to be medically repatriated, without endangering the Covered Person's health, and the Covered Person refuses repatriation, We will continue to pay medical expense benefits incurred after the date repatriation was recommended only up to the amount that would have been payable for the medical repatriation, subject to policy maximums and limitations.

Benefits will not be payable unless We authorize in writing or by an authorized electronic or telephonic means all expenses in advance.

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#### **FAMILY REUNION BENEFIT**

We will reimburse up to the Maximum Benefit shown in the Schedule of Benefit, if, while the Covered Person is traveling, he or she suffers an Injury or Sickness and must be confined in a Hospital for at least 3 consecutive days or if the Covered Person is medically evacuated to another location, We will reimburse the expenses for transportation and lodging for a Family Member to join the Covered Person during his or her stay in the Hospital. All transportation and lodging arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the usual level of charges for similar transportation or lodging in the locality where the expense is incurred. Benefits will not be paid unless all expenses are approved in advance by Us, and services are rendered by the Company's assistance provider.

**Definition:** For this benefit

**Family Member** means a Covered Person's parent; sister; brother; husband; wife; Domestic Partner; or children.

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#### **HOME COUNTRY EXTENSION BENEFIT**

We will pay the benefits for Covered Medical Expenses up to the Maximum Benefit shown in the Schedule of Benefits, if the Covered Person obtains treatment of an Injury or Sickness while he or she is in his or her Home Country during the course of a Trip for which a benefit is otherwise payable under the Medical Expense Benefit. Benefits will be paid for a period of 1 month from the date the Covered Person returns to his or her Home Country. Home Country Extension Benefit payments are subject to any applicable: Benefit Maximum; Deductible; and Coinsurance Rate shown in the Schedule of Benefits.

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#### **LOST BAGGAGE BENEFIT**

We will reimburse, up to the Maximum Benefit shown in the Schedule of Benefit, the Covered Person's replacement costs of clothes and personal hygiene items in excess of the deductible, if the Covered Person's luggage is checked onto a Common Carrier, and is then permanently: lost; stolen; or damaged beyond his or her use. Replacement costs are calculated on the basis of the depreciated standard for the specific personal item claimed and its average usable period. The Covered Person must file a formal claim with the transportation provider and provide Us with copies of all claim forms and proof that the transportation provider has paid the Covered Person its normal reimbursement for the permanently: lost; stolen; or damaged luggage.

**Definitions** For purposes of this benefit:

**Common Carrier** means

1. a conveyance, including an aircraft, licensed for hire to carry fare-paying passengers on a set route and schedules; or
2. a transport aircraft operated by the Air Mobility Command of the United States of America or a similar air transport service of another country.

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#### **OUT OF COUNTRY MEDICAL EXPENSE BENEFITS**

We will pay Maximum Benefit shown in the Schedule of Benefits, for Covered Expenses from a Covered Accident or Sickness. These benefits are subject to the: Deductibles; Benefit Periods; and other terms or limits shown in the Schedule of Benefits.

Out of Country Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Medical Expenses that the Covered Person receives; and
3. when the first charges are incurred within 30 days after the date of the Covered Accident or Sickness.

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

#### **Covered Medical Expenses**

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital confined; and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
2. Ancillary hospital expenses: services and supplies including: operating room; laboratory tests; anesthesia; and medicines (excluding take home drugs) when Hospital confined. This does not include personal services of a non-medical nature.
3. Daily intensive care unit expenses: the daily room rate when a Covered Person is Hospital confined in a bed in the intensive care unit; and nursing services other than private duty nursing services.
4. Medical emergency care (room and supplies) expenses: incurred within 72 hours of an Accident and including: the attending Doctor's charges; X-rays; laboratory procedures; use of the emergency room; and supplies.
5. Newborn nursery care expenses.
6. Outpatient surgical room and supply expenses for use of the surgical facility.
7. Outpatient: diagnostic x-rays; laboratory procedures; and tests.
8. Doctor non-surgical treatment/examination expenses (excluding medicines) including: the Doctor's initial visit; each Medically Necessary follow-up visit; and consultation visits when referred by the attending Doctor.
9. Doctor's surgical expenses.
10. Outpatient laboratory test expenses.
11. Physiotherapy expenses on an inpatient or outpatient basis. Expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including: diathermy; ultrasonic; whirlpool; or heat treatments; adjustments; manipulation; massage; or any form of physical therapy.
12. Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is: whole; sound; and a natural tooth at the time of the Accident; and emergency alleviation of dental pain.
13. Ambulance expenses for transportation from the emergency site to the Hospital.
14. Prescription Drug Expenses including: dressings; drugs; and medicines prescribed by a Doctor.
15. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.
16. Expenses due to an aggravation or re-Injury of a Pre-Existing Condition.
17. Emergency medical treatment of pregnancy.
18. Therapeutic termination of pregnancy.

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#### **POLITICAL EVACUATION EXPENSE BENEFIT**

We will pay the Maximum Benefit shown in the Schedule of Benefits, if:

1. an Occurrence takes place during the Trip described in the Policy while coverage is in effect; and
2. while he or she is traveling outside of his or her Home Country or country of residence.

Benefits will be paid for:

1. the Covered Person's Transportation and Related Costs to the Nearest Place of Safety, necessary to ensure his or her safety and well-being as determined by the Designated Security Consultant. Political Evacuation Benefits are payable only once for any one Occurrence.
2. the Covered Person's Transportation and Related Costs within 14 days of the Political Evacuation to either of the following locations as chosen by the Covered Person:
  - a. back to the country in which the Covered Person is traveling during the Trip while covered by the Policy;
  - b. the Covered Person's Home Country; or
  - c. where the entity that sponsored the Covered Person's Trip is located.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered or approved by Our assistance provider. Our assistance provider is not responsible for the availability of Transport services. Where a Political Evacuation becomes impractical due to hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Covered Person until a Political Evacuation occurs.

**Right of Recovery** For purposes of this benefit:  
If, after a Political Evacuation is completed, it becomes evident that the Covered Person was an active participant in the events that led to the Occurrence, We have the right to recover all Transportation and Related costs from the Covered Person.

**Change in Terms and Conditions** For purposes of this benefit:  
The terms and conditions of this Benefit may be changed at any time to reflect conditions that, in Our opinion, constitute a change in the Policyholder's Political Evacuation exposure. We will give at least 15 days advance written notice (or authorized electronic or telephonic means) to the Participating Organization of any change in the terms and condition of this coverage.

**Definitions** For purposes of this benefit:  
**Appropriate Authority(ies)** means the government authority(ies) in the Covered Person's Home Country or country of residence; or the government authority(ies) of the Host Country.

**Designated Security Consultant** means an employee of a security firm under contract with Us or Our assistance provider who is experienced in security and measures necessary to ensure the safety of the Covered Person(s) in his or her care.

**Evacuation Advisory** means a formal recommendation issued by the Appropriate Authorities that the Covered Person or citizens of his or her Home Country or Country of Residence or citizens of the Host Country leave the Host Country.

**Host Country** means any country, other than an OFAC excluded country, in which the Covered Person is traveling while covered under the Policy.

**Missing Person** means a Covered Person who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

**Natural Disaster** means storm (wind; rain; snow; sleet; hail; lightning; dust; or sand) earthquake; flood; volcanic eruption; wildfire; or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government in which the Covered Person's Trip occurs and the area is deemed to be uninhabitable or dangerous.

**Nearest Place of Safety** means a location determined by the Designated Security Consultant where:

1. the Covered Person can be resumed safe from the Occurrence that precipitated the Covered Person's Political Evacuation; and
2. the Covered Person has access to Transportation; and
3. the Covered Person has the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations involving a Covered Person;

1. expulsion from a Host Country; or being declared persona non-grata on the written authority of the recognized government of a Host Country;
2. political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Covered Person's Home Country or Country of Residence or citizens of the Host Country should leave the Host Country;
3. deliberate physical harm of the Covered Person confirmed by documentation or physical evidence; or a threat against the Covered Person's health and safety as confirmed by documentation and/or physical evidence;
4. Natural Disaster within seven days of an event;

**Related Costs** means: food; lodging; and, if necessary, physical protection for the Covered Person during the Transport to the Nearest Place of Safety.

**Political Evacuation** means the extrication of a Covered Person from the Host Country due to an Occurrence which could result grave physical harm or death to the Covered Person.

**Transport** or **Transportation** means the most efficient and available method of conveyance. Where practical, economy fare will be utilized. If possible, the Covered Person's common carrier tickets will be used.

#### **Exclusions**

For purposes of this benefit:

We will not pay Political Evacuation Expense Benefits for expenses and fees:

1. payable under any other provision of the Policy.
2. that are recoverable through the Covered Person's employer.
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by the Covered Person, acting alone or in collusion with other persons.
4. arising from or attributable to an alleged:

- a. violation of the laws of country in which the Covered Person is traveling while covered under the Policy; or
  - b. violation of the laws of the Covered Person's Home Country or country of residence.
5. due to the Covered Person's failure to maintain and possess duly authorized and issued required travel documents and visas.
6. for repatriation of remains expenses.
7. for common or endemic or epidemic diseases; or global pandemic disease as defined by the World Health Organization.
8. for medical services.
9. for monies payable in the form of a ransom, if a Missing Person case evolves into a kidnapping.
10. arising from or attributable, in whole or in part, to:
  - a. a debt; insolvency; commercial failure; the repossession of any property by any title holder or lien holder; or any other financial cause;
  - b. non-compliance by the Covered Person with regard to any obligation specified in a contract or license.
11. due to military or political issues if the Covered Person's Security Evacuation request is made more than 30 days after the Appropriate Authority(ies) Advisory was issued.
12. due to Natural Disaster.

This Benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

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#### **REPATRIATION OF REMAINS BENEFIT**

We will pay the Maximum Benefit as shown in the Schedule of Benefits for preparation and return of a Covered Person's body to his or her Home Country if he or she dies due to an Injury or Sickness while on a covered Trip. Covered expenses include:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains by the most direct and least costly conveyance and route possible.

Benefits will not be payable unless We authorize in writing or by an authorized electronic or telephonic means all expenses in advance.

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#### **TRIP INTERRUPTION – RETURN TICKET BENEFIT**

We will reimburse the Maximum Benefit shown in the Schedule of Benefits for unused, non-refundable pre-paid expenses paid by the Covered Person, less the value of applied credit from the unused return travel ticket to return to his or her Home Country, if prior to the date of return, the Covered Person's Trip is interrupted due to the unexpected: death; Serious Injury ; or Serious Sickness resulting in admittance to a Hospital of the: Covered Person; Covered Person's Travelling Companion; and Covered Person's Immediate Family Member. We will pay for the loss of travel and/or accommodation expenses.

**Definitions** For purposes of this benefit:

**Immediate Family Member** means an Insured Person's spouse; Domestic Partner; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian; ward; step or adopted children;

step-parents; aunts; uncles; nieces; and nephews; who reside in the same country as the Insured Person.

**Travelling Companion** means up to two (2) person(s) who is / are booked to accompany a Covered Person on the Covered Person's Trip.

**Serious Injury or Serious Sickness** means Bodily Injury or Sickness certified as being dangerous to life by a legally qualified medical practitioner.

- Exclusions** For purposes of this benefit:  
The Company shall not be liable to pay any benefit in respect of any Covered Person for:
- 1) the default of any:
    - a) provider of transport; or
    - b) agent of such provider; or
    - c) agent acting for the Insured Person;
  - 2) regulations made by any Government or Public Authority;
  - 3) strikes or labor disputes which existed or of which advance warning had been given prior to the date on which a Covered Person Trip was booked;
  - 4) delay due to the withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority of the Aviation Agency or any similar body in any country;
  - 5) Is directly caused by or directly results from:
    - a) Any business or financial contractual obligations of the: Covered Person; Covered Person's Travelling Companion; or Covered Person's Immediate Family Member;
    - b) Change of plans or disinclination of the: Covered Person; Covered Person's Travelling Companion; or Covered Person's Immediate Family Member to travel on the particular Covered Person's Trip.

## **SECTION 8: HAZARDS INSURED AGAINST**

We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident or Sickness occurs. Unless otherwise specified, We will pay benefits only once for any one Covered Accident or Sickness, even if it is covered by more than one hazard.

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### **Travel Coverage (24 Hour World Wide)**

The Covered Loss must take place while:

1. traveling or making a short stay of 12 months or less outside of the United States.

### **Exposure and Disappearance**

Coverage under this Hazard includes exposure to the elements after the: forced landing; stranding; sinking; or wrecking of a vehicle in which the Covered Person was traveling.

A Covered Person is presumed dead if:

1. he or she is in a vehicle that: disappears; sinks; or is stranded or wrecked on a Trip covered by the Policy; and
2. the body is not found within one year of the Covered Accident.

**Owned Aircraft Not Covered** – Benefits will not be paid if loss occurs on an aircraft: owned; leased; or controlled by the Policyholder, or any of the Policyholder's affiliates. An aircraft will

be deemed “controlled” by the Policyholder if the Policyholder may use it for more than 10 straight days, or more than 15 days in any year.

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## **SECTION 9: SCOPE OF COVERAGE**

### **Primary Benefits**

We will pay the applicable benefit, subject to the deductible and benefit period as shown in the Schedule of Benefits. Such benefits will be paid on a primary basis, regardless of any other coverage the Covered Person may have.

## **SECTION 10: EXCLUSIONS**

We will not pay benefits for any loss or Injury that is caused by, or results from:

1. suicide or attempted suicide.
2. Intentionally self-inflicted Injury.
3. war or any act of war, whether declared or not.
4. flight in; boarding; or alighting from an aircraft or any craft designed to fly above the Earth’s surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. a passenger in a military aircraft flown by the Air Mobility Command or its foreign equivalent.
5. travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle.
6. Injury or Sickness where the Covered Person’s Trip to the host country is undertaken for treatment or advice for such Injury or Sickness, except as provided in the Policy.
7. participation in any sports activity listed below not specifically authorized, sponsored and supervised by the Policyholder;  
rugby; or cave diving; or cheerleading; or motorcycling; or rock climbing; or ice climbing; or mountain climbing; or horse riding; or base jumping; or lacrosse; or soccer; or gymnastics; or bull riding; or hockey; or football; or street lugging; or heli-skiing; or surfing; or motorcycle racing; or snowboarding; or climbing above 20,000 feet; including: tryouts; practice; or any competitions or games; bungee jumping; or parachuting; or skydiving; or parasailing; or hang-gliding; or caving or spelunking; or extreme skiing; or heli-skiing; or skiing outside marked trails; or mountain climbing; or ice climbing; or scuba diving; or professional or semi-professional sports; or extreme sports; or body contact sports; or hot-air ballooning; or snowboarding; or base jumping; or sail gliding; or parakiting; or parkour; or racing including stunt show or speed test of any motorized or non-motorized vehicle; or rodeo activities or similar hazardous activities.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

In addition to the exclusions above, We will not pay Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by:

1. treatment by persons employed or retained by a Policyholder, or by any Immediate Family Member or member of the Covered Person’s household.

2. treatment of: sickness; disease; or infections; except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances.
3. Injury or death to which a contributing cause is: the Covered Person's violation or attempt to violate any duly-enacted law; or the commission or attempt to commit an assault or a felony; or that occurs while the Covered Person is engaged in an illegal occupation.
4. Injury or death caused while: riding in or on; entering into or alighting from; or being struck by a 2 or 3-wheeled motor vehicle or a motor vehicle not designed primarily for use on public streets and highways.
5. cosmetic surgery, except for reconstructive surgery needed as the result of an Injury or Sickness.
6. Any: elective treatment; surgery; health treatment; or examination; including any: service; treatment; or supplies that: (a) are deemed by Us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States.
7. treatment or service provided by a private duty nurse.
8. replacement of: artificial limbs; eyes; and larynx.
9. eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof, unless caused by an Injury incurred while covered under the Policy.
10. covered medical expenses for which the Covered Person would not be responsible for in the absence of the Policy.
11. conditions that are not caused by a Covered Accident or Sickness.
12. participation in any activity or hazard not specifically covered by the Policy.
13. Any: treatment; service; or supply not specifically covered by the Policy.
14. Any: treatment; services; or supplies received by the Covered Person that are incurred or received while he or she is in his or her Home Country.
15. personal comfort or convenience items. These include but are not limited to: Hospital telephone charges; television rental; or guest meals.
16. routine nursery care.
17. routine physicals.
18. cosmetic or plastic surgery, except as a result of Injury.
19. elective surgery.
20. birth defects and congenital anomalies; or complications which arise from such conditions.
21. routine dental care and treatment.
22. rest cures or custodial care.
23. organ or tissue transplants and related services.
24. Injury or Sickness that occurs while the Covered Person has been determined to be legally intoxicated as determined according to the laws of the jurisdiction in which the Injury or Sickness occurred, or under the influence of any: narcotic; barbiturate; or hallucinatory drug, unless administered by a Doctor and taken in accordance with the prescribed dosage.
25. Injury sustained while participating in amateur; club; intramural; interscholastic; intercollegiate; professional; or semiprofessional sports.
26. confinement or institutional care.
27. any expenses covered by any other employer or government sponsored plan for which, and to the extent that the Covered Person is eligible for reimbursement.
28. Services; supplies; or treatment including any period of Hospital confinement which were not: recommended; approved; and certified as necessary and reasonable by a Doctor; or expenses which are non-medical in nature.
29. sexually transmitted diseases or immune deficiency disorders and related conditions. This exclusion does not apply to the care or treatments of: Acquired Immune Deficiency Syndrome (AIDS); AIDS Related Complex (ARC); or Human Immunodeficiency Virus (HIV) infection, or any illness or disease arising from these medical conditions.

30. expenses incurred for services related to the diagnostic treatment of infertility or other problems related to the inability to conceive a child, unless such infertility is a result of a covered Injury or Sickness.
31. expenses incurred for birth control including surgical procedures and devices.
32. nasal or sinus surgery, except surgery made necessary as the result of a covered Injury a deviated nasal septum including sub mucous resection and surgical correction thereof.
33. treatment of acne.
34. expenses incurred for Trips taken for the purpose of seeking medical care.
35. expenses incurred while traveling against the advice of a medical professional.

## SECTION 11: CLAIM PROVISIONS

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 20 days after any loss covered by the Policy occurs. Failure to give such notice with the time prescribed will not invalidate or reduce any claim if it was not reasonably possible to give the notice within that time; and if notice was given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

### **Notice of Acceptance/**

**Rejection of Claim:** We will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15<sup>th</sup> business day after the date We receive all items, statements, and forms required to secure final proof of loss.

**Claim Forms:** Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms within 15 days after We receive notice of claim, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. Failure to furnish such proof within the time required will neither invalidate nor reduce any claim if it was not reasonably possible to provide written proof within such time and written proof of the loss is provided as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted if it is sent later than one year from the time proof is otherwise required.

**Claimant Cooperation Provision:** Failure of a claimant to reasonably cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any reasonably required information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims:** We will pay benefits due under this Policy for any loss other than benefits for loss of time not later than the 60th day after the date We receive written (or authorized electronic or telephonic) proof of such loss. Subject to due written (or authorized electronic) proof of loss, all accrued benefits payable under this Policy for loss of time will be paid monthly during the period for which We are liable, and any balance remaining unpaid at the end of that period will be paid as soon as possible after We receive written (or authorized electronic or telephonic) proof of loss.

**Payment Of Claims:** All benefits of the policy, other than benefits for loss of life, will be paid to the Covered Person or the Covered Person's assignee. Subject to the provisions of the Policy,

benefits for loss of life of a Covered Person will be paid to:

- (1) the beneficiary designated by the Covered Person or the beneficiary's assignee;
- (2) the family member specified by the Policy terms, if the Policy contains conditions relating to family status; or
- (3) the estate of the Covered Person, if the designated or specified beneficiary is not living at the time the Covered Person dies.

If any benefits are payable to the estate of a Covered Person or to a Covered Person who is a minor or is otherwise not competent to give a valid release, We may pay the benefits to any individual related by consanguinity or affinity to the individual who We determine is equitably entitled to the benefits.

We may pay benefits on the child's behalf to a person who is not a group member if an order providing for the appointment of a possessory or managing conservator of the child has been issued by a court in this or another state.

We will repay the actual costs of medical expenses the Texas Department of Human Services pays through medical assistance for a Covered Person if, under the Policy, the Covered Person is entitled to payment for the medical expenses.

**Beneficiary:** The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

The Insured is the beneficiary for any covered Dependent.

**Payment of Medical Claims:** At the request of: the Covered Person; or his or her parent or guardian; if the Covered Person is a minor, medical benefit may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

**Physical Examinations And Autopsy:** We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies: when a claim is pending; or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law or religious law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on the Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

**Subrogation:** We may recover any Medical Expense benefits paid under the Policy to the extent a Covered Person is paid for the same Injury or Sickness by: a third party; another insurer; or the Covered Person's uninsured motorists insurance. We may only be reimbursed to the amount of the Covered Person's recovery. Further, We have the right to offset future benefits payable to the Covered Person under the Policy against such recovery.

We may file a lien in a Covered Person's action against the third party and have a lien on any recovery that the Covered Person receives whether by: settlement; judgment; or otherwise; and regardless of how such funds are designated. We shall have a right to recovery of the full amount

of benefits paid under the Policy for the Injury or Sickness, and that amount shall be deducted first from any recovery made by the Covered Person. We will not be responsible for the Covered Person's attorney's fees or other costs.

Upon request the Covered Person must complete the required forms and return them to Us or Our authorized agent. The Covered Person must cooperate fully with Us or Our representative in asserting its right to recover. The Covered Person will be personally liable for reimbursement to Us to the extent of any recovery obtained by the Covered Person from any third party. If it is necessary for Us to institute legal action against the Covered Person for failure to repay Us, the Covered Person will be personally liable for all costs of collection, including reasonable attorneys' fees.

## SECTION 12: PREMIUM PROVISIONS

**Premiums:** The premiums for the Policy will be based on the rates currently in force, the plan, and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 60 days advanced written notice. No change in rates will be made until 1 year after the Policy Effective Date. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division; subsidiary; affiliated organization; or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.
4. There is a misrepresentation in the information We relied on in establishing the rate.
5. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Payment of Premium:** The first premium is due on the Policy Effective Date. After that, premiums will be due annually unless We agree with the Policyholder on some other method of premium payment. The Policyholder shall remit the premium to Us.

If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end upon the expiration of the Grace Period. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

**Reinstatement:** If any renewal premium is not paid within the time granted the Policyholder per payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept the premium, without requiring an application for reinstatement, shall reinstate the Policy. If We or our agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval for the application by Us, or if not approved, upon the forty-fifth (45<sup>th</sup>) day following the date of the conditional receipt unless We have previously notified the Policyholder in writing of disapproval of the application. The reinstated Policy shall cover only loss resulting from any accidental injury sustained after the date

of reinstatement that begins more than ten (10) days after that date. In all other respects We and the Policyholder shall have the same rights as they had under the Policy immediately before the due date of the defaulted premium, subject to any endorsements attached in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

### SECTION 13: GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy (including any endorsements or amendments), and the signed application of the Policyholder are the entire contract. Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall: void the insurance; reduce the benefits; or be used in defense of a claim for loss incurred; unless: it is contained in a written application; and a copy is provided to the person who made such statement (or their beneficiary or representative).

To be valid, any change or waiver must be in writing. It must: be signed by our President or Secretary; and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

**Policy Effective Date And Termination Date:** The Policy begins on the Policy Effective Date at 12:01 AM Standard Time at the address of the Policyholder where the Policy is delivered. Either We or the Policyholder may terminate the Policy on any Premium Due Date by giving 31 days advance written notice to the other party. The Policy may be terminated at any time by mutual written consent of the Policyholder and Us. The Policy terminates automatically on the earlier of: 1) the end of the Policy Term shown in the Schedule of Benefits; or 2) the Premium due date if Premiums are not paid when due, subject to the Grace Period. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

**Incontestability:** The validity of this Policy may not be contested after the Policy has been in force for two years after its date of issue. In the absence of fraud, a statement made by a Covered Person relating to the Covered Person's insurability may not be used in contesting the validity of the insurance with respect to which the statement was made: a) after the insurance has been in force before the contest for two years during the Covered Person's lifetime; and b) unless the statement is contained in a written instrument signed by the Covered Person making the statement.

**Misstatement of Age:** If the age of the Covered Person has been misstated, We will adjust the benefits under this Policy to those that would be applicable at the correct age.

**Assignment:** The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if We receive it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident. Any other attempt to assign will be void.

We will be bound by an assignment of the Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy for the Covered Person remains in force.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

**Clerical Error:** If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the Policy terms.

**Examination Of Records And Audit:** We shall be permitted to examine and audit the Policyholder's books and records: at any time during the term of the Policy; and within 2 years after the termination of the Policy as they relate to the premiums or subject matter of this insurance.

**Certificates Of Insurance:** Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

**Conformity With State Laws:** On the effective date of the Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

**Not In Lieu Of Workers' Compensation:** The Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.

# FRAUD NOTICE

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

## STATE SPECIFIC PROVISIONS

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Hawaii	For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Kansas	Any person who knowingly and with the intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy which such person knows to contain materially false information concerning any fact material thereto; or conceals for the purpose of misleading, information concerning any fact material thereto is guilty of a crime and may be subject to fines and confinement in prison.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of  a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York

All commercial insurance forms, except as provided for automobile insurance:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

#### Automobile insurance forms

Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation

Fire Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and
- C. The information was either:
  - 1. Material to the risk assumed by us; or
  - 2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico

Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

Rhode Island

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

# PRIVACY POLICY

Catlin insurance group the “Companies”, believes personal information that we collect about our customers, potential customers, and proposed insureds referred to collectively in this Privacy Policy as “customers” must be treated with a high degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act “GLBA”, we have developed a Privacy Policy that applies to all of our U.S. based companies. For purposes of our Privacy Policy, the term “personal information” includes all nonpublic information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

## **Our Privacy Statement**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you.

Accordingly, our practice is to:

1. Follow appropriate standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. Verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, risk management, or claims handling and only with reputable references and clearinghouse services;
3. Collect and use information about you and your business to advise you about and deliver to you excellent service and products and to administer our business;
4. Train our employees to handle personal information about you or your business in a secure and confidential manner and maintain reasonable access controls. Not disclose personal information about you or your business to any organization outside the Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are permitted to do so by law;
5. Not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
6. Attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information unless prohibited by law, and will advise you how to correct errors or make changes to that information; and
7. Audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

## **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for [a] determining eligibility for the product or service sought by the customer, [b] administering the product or service obtained, and [c] advising the customer about our products and services. The information we collect generally comes from the following sources:

Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;

Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek. We collect most of our information directly from you through our agents or broker. Depending on the nature of your insurance transaction we may need additional information from outside sources such as motor vehicle records, loss information reports, court records or other public records. In some instances, we may send someone to inspect your property and verify information about its value and condition, and a photo of the property may be taken;

Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and

Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report, we will tell you as required by law. We will also give you the name and address of the consumer reporting agency making the report.

### **Retention and Correction of Personal Information**

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

### **Storage of Personal Information**

We have in place safeguards to protect electronic data and paper files containing personal information.

## **Sharing/Disclosing of Personal Information**

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information piloting, skydiving, etc. solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## **Policy for Personal Information Relating to Nonpublic Personal Health Information**

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

## **Access to Your Information**

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

Your independent insurance agent or broker;

An independent claim adjuster or investigator, or an attorney or expert involved in the claim;

Persons or organizations that conduct scientific studies, including actuaries and accountants;

An insurance support organization;

Another insurer if to prevent fraud or to properly underwrite a risk;

A state insurance department or other governmental agency, if required by federal, state or local laws; or

Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Lienholder, mortgagee, assignee, lessor, or other person shown on our records or our agent's as having a legal or beneficial interest in a policy of insurance.

Parties acting in a fiduciary or representative capacity to you or parties administering transactions as requested or authorized by you.

### **Violation of the Privacy Policy**

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning the possible impact on your insurance coverage provided under your policy due to directives issued by OFAC. Please read this Policyholder Notice carefully.

OFAC administers and enforces economic and trade sanctions based on US foreign policy and national security goals based on Presidential declarations of "national emergency." OFAC has identified and listed numerous:

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as "Specially Designated Nationals and Blocked Persons." This list can be found on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated US sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.