

SUMMARY OF BENEFITS FOR INTERNATIONAL STUDENTS OF NORTHERN MICHIGAN UNIVERSITY 2022



Please note that this summary contains a description of the insurance benefits provided by the insurance coverage you have purchased. The coverage is provided by a group insurance policy issued to the Fairmont Specialty Trust by Crum & Forster SPC through ITI SP. By purchasing this coverage, you have become a participant in the Fairmont Specialty Trust, a copy of the subscription agreement is contained herein. This description is not intended to be a contract of insurance. Complete provisions pertaining to the insurance coverage are contained in the policy. In the event of any conflict between this plan summary and the policy, the policy will govern. The policy is not designed to cover U.S. residents and citizens, and it is not subject to guaranteed issuance or renewal.

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 US citizens or US residents to obtain PPACA compliant health insurance, or "minimum essential coverage." 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 the policy meets any obligations you may have under PPACA.

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## **FACE PAGE**

Policyholder	Fairmont Specialty Trust
Sponsoring Organization Name	Nothern Michigan University
Sponsoring Organization Address	1401 Presque Isle, Marquette, MI 49855
Plan Number	
Effective Date	15 August 2022
Termination Date	14 August 2023
Currency	USD

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#### **SCHEDULE OF BENEFITS**

The Schedule of Benefits is a summary outline of the benefits covered under this insurance Plan. The benefits are divided into two sections; Medical Expense Benefits and Non-Medical Expense Benefits. Please read the Description of Benefits sections for full details. All benefits described are subject to the definitions, exclusions and provisions.

#### **ELIGIBLE PERSONS**

Eligible Person is an individual who meets all the requirements of one of the covered Classes shown below: Class 1

A registered full time undergraduate or a graduate student attending classes who is a minimum age of 16 years and maximum of 64 years;

- 1. Student must have a current passport and be travelling outside their Home Country, and
- 2. Student must have a valid F visa. F1 visa holder on OPT are not eligible.

Or

A J1 valid visa holder who is outside their Home Country and is actively engaged in an educational activity and who is a minimum age of 16 years and a maximum age of 64 years, if you are one of the following:

- 1. Undergraduate student registered for and attending classes on a full-time basis; or
- 2. Graduate student; or
- 3. Scholar or researcher who is invited by an educational organization; or
- 4. Student involved in education, educational activities, or research related activities.

#### Class 2

The spouse or domestic partner of a Class 1 Insured Person.

Class 3

The Dependent child(ren) of a Class 1 Insured Person.

#### **MEDICAL EXPENSE BENEFITS**

The following Medical Expense Benefits are subject to the Insured Person's Deductible, Copayment, and Coinsurance amount. After satisfaction of the Deductible and applicable Copayments, the Insurer will pay eligible benefits set forth in this Schedule at the specified Plan Coinsurance and reimbursement level.

GENERAL FEATURES AND PLAN SPECIFICATIONS			
U.S. Provider Network United Healthcare			
Area of Coverage United States and Home Country			
Home Country Coverage per Period of Insurance \$1,500			
Maximum Benefit Payable per Period of Insurance \$250,000			
Lifetime Maximum	\$250,000		
Individual Deductible per Period of Insurance			
In-Network Provider     \$100 per Insured Person     2x Individual per family			
Out-of-Network Provider     \$100 per Insured Person     2x Individual per family			
The Deductible for In-Network does not accrue towards the Out-	of-Network Deductible.		

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#### Copayments

Copayments do not apply to the Deductible or the Out-of-Pocket Maximum.

• Student Health Center Copayment \$0 per visit not subject to Deductible

•	Physician/Specialist Office Visit Copayment (excluding	
•	Chiropractic and Acupuncture) In-Network Out-of-Network	\$20 per visit not subject to Deductible \$35 per visit not subject to Deductible
•	Urgent Care Center Copayment	
•	In-Network	\$20 per visit not subject to Deductible
•	Out-of-Network	\$35 per visit not subject to Deductible
•	Hospital Copayment per Admission	

• Emergency Room Visit Copayment

(Waived if admitted)

Out-of-Network

In-Network

In-Network
 Out-of-Network
 \$100 per visit
 \$100 per visit

#### **Out-of-Pocket-Maximum per Period of Insurance**

In-Network
 Out-of-Network
 \$5,000 per Insured Person 2x Individual per family
 \$5,000 per Insured Person 2x Individual per family

The Deductible does not apply to the Out-of-Pocket Maximum (refer to the definition of Out-of-Pocket Maximum for applicability).

#### **Pre-Existing Condition Limitation**

(6 months Lookback Period)

**Student and Dependents**: Coverage for Pre-Existing Conditions is limited to \$2,500 during the first 6 months of coverage, then covered per the Schedule of Benefits.

\$50

\$70

#### **COVERED SERVICES AND BENEFIT LEVELS**

Subject to Deductible, Coinsurance, Copayment, and Maximum Benefit per Period of Insurance

#### WHAT THE INSURANCE PLAN COVERS

The following Coinsurance applies for In-Network Providers in the U.S. or for expenses incurred outside the U.S. (if available). <u>Coinsurance reduces to 80% UCR when Out-of-Network Providers in the U.S. are used.</u>

## **HOSPITALIZATION AND INPATIENT BENEFITS**

<ul><li>Accommodations including semi-private room</li><li>Copayment applies</li></ul>	100% Preferred Allowance
Intensive Care/Cardiac Care	100% Preferred Allowance
<ul><li>Mental Health</li><li>Maximum number of days per Period of Insurance: 30</li></ul>	100% Preferred Allowance
Inpatient Consultation/Visit by a Physician or Specialist	100% Preferred Allowance

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HOSPITALIZATION AND INPATIENT BENEFITS (CONTINUED)			
Diagnostic Testing and Hospital Miscellaneous Expense	100% Preferred Allowance		
Pre-Admission Testing 100% Preferred Allowance			
Extended Care, Skilled Nursing Facility, and Inpatient Rehabilitation  Maximum Benefit per Period of Insurance: 45 days  Must be confined to facility immediately following a hospital stay			

#### **OUTPATIENT BENEFITS**

#### **Physician Visit or Consultation by Specialist**

Office visit Copayment applies
 100% Preferred Allowance

• Urgent Care Center Copayment applies

#### **Diagnostic Testing**

X-Ray and Laboratory

MRI, PET, and CT scans
 100% Preferred Allowance

 Office visit Copayment applies when testing is done outside an office visit.

## Therapeutic Services, Physical Therapy, Occupational Therapy, and Speech Therapy

Maximum Benefit per Injury or Illness: 20 visits

• Office visit Copayment applies

#### **Mental Health**

Maximum Benefit per Period of Insurance: 30 visits

• Office visit Copayment applies

100% Preferred Allowance

100% Preferred Allowance

## SURGICAL BENEFITS (INPATIENT/OUTPATIENT)

## Inpatient, Outpatient or Ambulatory Surgery Includes:

- Surgeon's Fees
- Out of network Assistant Surgeon or Anesthesiologist (up to 25% of Usual, Customary & Reasonable for surgery)

Facility fees

- Laboratory tests
- Medications and dressings
- Other medical services and supplies

#### **Reconstructive Surgery**

 Reconstructive surgery is required as a result of Medically Necessary, non-cosmetic medical condition, to restore or improve function.

100% Preferred Allowance

100% Preferred Allowance

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		IEFITS

**Emergency Room and Medical Services** 

Copayment waived, if admitted

100% Preferred Allowance

**Ambulance Services** 

Emergency local ground ambulance

100% Preferred Allowance

**Emergency Dental** 

Limited to accidental Injury of sound natural teeth sustained while covered

100% Preferred Allowance

Maximum Benefit per Period of Insurance: \$2,500

#### **MATERNITY CARE**

The following Waiting Period(s) applies to Maternity Care benefits:

Primary Insured: No Waiting Period

Dependent Spouse: Conception must occur at least ten (10) months after the Effective Date.

Normal delivery or Medically Necessary Caesarean

Section, pre-natal care, and post-natal care

100% Preferred Allowance

Complications of Pregnancy, premature birth, and

birth anomalies

100% Preferred Allowance

#### **OTHER BENEFITS (INPATIENT/OUTPATIENT)**

**Elective Abortion** 

Maximum Benefit per Period of Insurance: \$1,000

100% Preferred Allowance

#### **Preventive Care and Annual Exams**

Newborn to 12 months: 6 visit maximum

Child/Adult: Annual exams, immunizations

In-Network or Student Health Center only, no benefits if an Out-of-Network Provider is used

100% Preferred Allowance (Student Health Center payable at UCR)

Maximum Benefit per Period of Insurance: \$250

Deductible and Copayment does not apply

#### **Chiropractic and Acupuncture**

Maximum Benefit per Period of Insurance: \$500

100% Preferred Allowance

\$50 Copayment applies

**Cancer Care and Oncology** 

100% Preferred Allowance

#### **Kidney Dialysis**

Maximum Benefit per Period of Insurance: \$10,000

100% Preferred Allowance

## **Infusion Therapy**

Maximum Benefit per Period of Insurance: \$10,000

100% Preferred Allowance

#### **Home Health Care**

100% Preferred Allowance

#### **Hospice Care**

Inpatient Maximum Benefit per Period of Insurance: 45 Days

100% Preferred Allowance

Outpatient Maximum Benefit per Period of Insurance: \$5,000

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## **OTHER BENEFITS (INPATIENT/OUTPATIENT) (CONTINUED)**

#### **Diabetic Medical Supplies**

• Includes Insulin Pumps and associated supplies 100% UCR

• Maximum Benefit per Period of Insurance: \$7,500

#### **Durable Medical Equipment**

Reimbursement of rental up to the purchase price

100% UCR

#### **Alcohol and Substance Abuse**

Rehabilitative treatment only
 100% Preferred Allowance

• Office visit Copayment applies

## **Prescription Medications**

• Up to 31-day supply per prescription

Includes contraceptives

CVS/Caremark network pharmacy is required

Maximum Benefit per Period of Insurance: \$2,500

\$20 Copayment per prescription for Tier 1

\$50 Copayment per prescription for Tier 2

50% of charges for Tier 3

#### **Sports and Other Activities**

• Injuries arising from Intramural and Club sports

Injuries arising from Intercollegiate sports:
 Maximum benefit per period of insurance: \$5,000

100% Preferred Allowance

**Passive War and Terrorism** 

Included

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#### **1.0 GENERAL PROVISIONS**

The Policyholder is the Fairmont Specialty Trust, hereinafter shall be referred to as the "Trust".

The Insurer, Crum & Forster, SPC, hereinafter shall be referred to, sometimes collectively, as the "Insurer", "We" "Us", "Our" or "Company".

The declarations of the Insured Person in the application serve as the basis for participation in the Trust. If any information is incorrect or incomplete, or if any information has been omitted, the insurance coverage may be rescinded or terminated. Any references in this Summary of Benefits to the Insured Person expressed in the masculine gender shall be interpreted as including the feminine gender whenever appropriate.

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

This Plan is an international health insurance policy issued to the Trust. This insurance shall be governed by the Laws of the Cayman Islands If any dispute arises as to the interpretation of this document, the English version shall be deemed to be conclusive and taking precedence over any other language version of this document.

Notwithstanding any other terms under this Plan, the Insurer shall not provide coverage nor make any payments or provide any service or benefit to any Insured Person, beneficiary, or third party who may have any rights under this Plan to the extent that such cover, payment, service, benefit, or any business or activity of the Insured Person would violate any applicable trade or economic sanctions law or regulation.

#### 2.0 ELIGIBILITY

## 2.1 Eligible Classes

International full-time students (as defined by the educational institution) enrolled in an associate, bachelor, master, or Ph.D. program at a university or other accredited higher education institution, or a scholar, researcher, teacher, or student involved in educational activities outside of their Home Country. The full-time requirement is waived for summer if the student was enrolled in this Plan as a full-time student in the immediately preceding spring term. Students must actively attend classes or the program they have enrolled. Home study, correspondence, and online courses do not fulfill the Eligibility requirements that the student actively attend class.

The Insurer has the right to investigate Eligibility status and attendance records to verify Eligibility requirements are met. If it is discovered the Eligibility requirements are not met, the insurance coverage will be terminated.

#### 2.2 Persons Eligible to be an Insured Person

The Insured Person on this Plan who is an Eligible Person as identified in the Schedule of Benefits, a Non-United States Citizen travelling outside their Home Country and travelling to the United States and has their true, fixed and permanent home and principal establishment outside of the United States and holds a current and valid passport, and for whom proper Premium payment has been made when due.

Insured Persons are those persons described as an Eligible Class.

Students who are United States citizens or permanent legal residents of the United States are not eligible for coverage.

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## 2.3 Eligible Dependents

Coverage can be extended to the following members who are traveling with the student who is the Insured Person. Insured Dependents may include:

- The spouse or domestic partner up to age 40,
- Dependent children up to age 26, if single. Dependent children include the Insured Person's natural children, legally adopted children, and stepchildren.

Dependents who are United States citizens or permanent legal residents of the United States are not eligible for coverage.

#### 2.4 Effective and Termination Dates

The Insured Person's coverage becomes effective on the first day of the period for which Premium is received and accepted, provided that the Insured Person is an Eligible Person and is entitled to coverage as a participant in a Sponsoring Organization.

A Sponsoring Organization will discontinue endorsing insurance coverage to its members on the earlier of: the Termination Date shown on the Face Page, the date the Sponsoring Organization no longer meets the definition of a Sponsoring Organization, or the end of the month for which the last Premium payment is made by the Sponsoring Organization towards insurance coverage under this Plan.

The Insured Person's coverage ends on the earlier of: the date that the Insured Person is no longer an Eligible Person, the end of the period through which Premium is paid by the Sponsoring Organization, or the Insured Person is no longer a participant in the Sponsoring Organization.

If an Insured Person's return to their Home Country is delayed due to unforeseeable circumstances beyond their control, the insurance coverage will be extended until such trip can be completed, but no later than seven days from the original insurance coverage expiration, or If medical evacuation was necessary, upon the Insured Person's evacuation to the Home Country.

Termination of coverage of the Insured Person also terminates coverage for Dependents.

Termination of coverage for an Insured Person will be without prejudice to any claim incurred prior to the Effective Date of such termination.

#### 2.5 Pre-Existing Conditions Limitations

For Plans that include a Waiting Period for Pre-Existing Conditions, the Waiting Period will be reduced by the total number of months that the Insured Person provides documentation of continuous coverage under prior Qualifying Insurance Coverage which provided benefits similar to this Plan provided the coverage was continuous to a date within 63 days prior to the Insured Person's Effective Date.

#### 2.6 Addition of a Newborn Baby or Legally Adopted Child

#### Born Under a Pregnancy Covered by the Maternity Benefit or Adopted as of the Date of Birth:

Newborn babies will be covered as a Dependent, for full coverage according to the terms of the Plan, regardless of medical status from the date of birth provided:

- Written notification is made to the Insurer within 31 days of the date of birth, or in the case of an adopted child, a copy of the legal adoption papers is required. The newborn child shall be accepted from the date of birth
- The newborn baby will be enrolled for the same coverage as the Insured Person.

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Any request received beyond the 31-day notification period shall result in coverage only being effective from the date of notification and provisional coverage will be applied for the first 31 days of life, up to a \$5,000 maximum. Coverage is not guaranteed and is subject to submission of a medical statement.

**Born When an Insured Person is Not Covered by the Maternity Benefit:** Newborn babies, that are born, and the Insured Person is not covered by the maternity benefit under this Plan, may be covered subject to the following:

- The Insured Person will provide written notification to the Insurer (Official Copy of Birth Certificate), and
- A Health Statement must be submitted detailing the medical history of the child,
- Coverage will become effective as of the date of notification, provided the Insurer has approved the Health Statement, Coverage is not guaranteed and is based upon the health of the newborn baby,
- Any applicable Pre-existing condition limitation will apply.

## 2.7 Addition of a Legally Adopted Child After the Date of Birth

A child adopted after the date of birth may be covered providing the following applies:

- The child must be up to 19 years old, and
- The Insured Person will provide written notification to the Insurer (an official copy of the legal adoption papers is required with the notification), and
- A Health Statement must be submitted detailing the medical history of the child.

Coverage will be contingent based upon the terms and conditions of the Plan. Additionally,

- Coverage will become effective as of the date of notification, and
- Any applicable Pre-Existing Condition limitation will apply.

## 2.8 Extended Coverage

The Extended Coverage benefit is available to newly enrolled students who arrive in the United States prior to the beginning of the first term of study in the United States, or Insured Persons who have completed their final term of study in the United States and are preparing to return to the Home Country. The Extended Coverage benefit provides up to 60 days of additional coverage.

Extended Coverage does not apply to Insured Persons who are continuing their studies or returning to studies in the United States whether at the same or different institutions.

#### **Newly-Enrolled and Arriving Students**

In order to be eligible for the Extended Coverage Benefit and before any benefits will be paid:

- 1. A newly enrolled and arriving student must have enrolled in full-time studies at the higher education institution, and
- 2. All Premiums must be paid.

Coverage under the Extended Coverage Benefit will become effective on the later of:

- 1. 60 days prior to the beginning of the term, or, if later,
- 2. On the first day the qualifying, newly enrolled and arriving student arrives in the United States.

#### **Students Concluding their Studies**

An Insured Person may extend coverage for a maximum of 60 days, provided the Period of Insurance does not exceed 365 days, while remaining in the United States following graduation or completion of an educational program. To be eligible for the Extended Coverage benefit and before any benefits will be paid:

- The Insurer must receive the request for Extended Coverage prior to the termination of the Insured Person's coverage, and
- 2. All Premiums must be paid.



Coverage under the Extended Coverage Benefit will terminate on the earlier of:

- 1. 60 days following the Insured Person's graduation or completion of an educational program, or
- 2. The date of departure from the United States.

Dependents of Insured Persons who are covered under the Extended Coverage benefit may also continue coverage under the same terms and conditions as the Insured Person.

#### **Extended Coverage for Short-Term Programs**

In the event the Insured Person's entire program of study is less than 60 days, the applicable Extended Coverage benefit will be limited to seven days. All other Extended Coverage benefit provisions will apply as indicated herein.

## 3.0 PREMIUM, CANCELLATION, AND PLAN PROVISIONS

#### 3.1 Premium Payment

All Premiums are payable before coverage is provided, unless otherwise agreed upon.

#### 3.2 Cancellation

The Insurer may at any time terminate an Insured Person, or modify coverage to different terms, if the Insured Person has at any time:

- Misled the Insurer by misstatement or concealment,
- Knowingly claimed benefits for any purpose other than are provided for under this Plan,
- Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to the Insurer's detriment.
- Failed to observe the terms and conditions of this Plan or failed to act with utmost good faith.

If the Insured Person cancels this Plan of insurance, the Insured Person must notify the Sponsoring Organization within 31 days of receipt of the Summary of Benefits and Medical Identification Card. Such documents must be returned to the Sponsoring Organization. The Sponsoring Organization has the discretion to either approve or deny such request. If approved, the Sponsoring Organization will notify the Insurer and if no claim for benefits has been made under this Plan, then the Insurer will provide a full refund of the Premium submitted by the Sponsoring Organization on behalf of the Insured Person.

If the Insured Person cancels this Plan of insurance after the 31-day period, and provided no claim for benefits has been made, the Insurer will return a percentage of the Premium submitted on a pro-rata basis.

If a claim for benefits has been submitted, or there has been an incident that may lead to a claim, the Insurer will not refund any Premium.

#### 3.3 Period of Insurance

The insurance coverage term begins on the Effective Date as shown on the Medical Identification Card and ends at midnight on the date shown, but no longer than 365 days later. The coverage is not subject to guaranteed issuance or renewal. The minimum period of insurance must be the entire duration the Insured Person actively attends classes.

#### 3.4 Duration of Coverage

Benefits are paid to the extent that an Insured Person receives any of the treatments covered under the Schedule of Benefits following the Effective Date, including any additional Waiting Periods and up to the date such individual no longer meets the definition of Insured Person, or their last date of coverage.

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## 3.5 Compliance with the Plan Terms

The Insurer's liability to an Insured Person will be conditional upon that Insured Person complying with its terms and conditions.

#### 3.6 Fraudulent/Unfounded Claims

If any claim is in any respect fraudulent or unfounded, all benefits paid and/or payable in relation to that claim shall be forfeited and, if appropriate, recoverable.

#### 3.7 Waiver of Terms or Conditions

The waiver of a term or condition by the Insurer in relation to an individual case will not prevent the Insurer from relying on such term or condition thereafter.

## 3.8 Denial of Liability

Neither the Insurer nor the Policyholder is responsible for the quality of care received from any institution or individual. This insurance coverage does not give the Insured Person any claim, right or cause of action against the Insurer or Policyholder based on an act of omission or commission of a Hospital, Physician or other Provider of care or service.

#### 3.9 Extension of Benefits

If an Insured Person is hospital confined on the termination date of coverage, benefits will continue to be paid until the earlier of discharge from the hospital they are confined to, or until the Maximum Benefit has been paid, whichever occurs first. In no event will benefits continue beyond 30 days from the termination date of coverage.

#### 3.10 Preferred Provider Network

#### **United States only:**

- In-Network Preferred Provider: This tier consists of Preferred Providers and Hospitals who have a contract with the Preferred Provider Organization to provide specific medical care and that have agreed to accept a Preferred Allowance as payment in full for the specific service. The Medical Identification Card contains the logo for the network. Present it to the Physician or Hospital.
- Out-of-Network Provider: Utilizing Providers that are Out-of-Network is a more costly financial option for the
  Insured Person. The Insurer reimburses such Providers up to an Allowable Charge as determined by the Insurer.
  The Provider may bill the Insured Person the difference between the amounts reimbursed by the Insurer and
  the Provider's billed charge. Additionally, the Insured Person will pay a Coinsurance amount that is higher than
  if an In-Network Provider were used.
- **Out-of-Network Area:** When there are no network Providers located within a 30-mile radius of Your local residence, charges from such Providers will be treated the same as a U.S. In-Network Preferred Provider.

The Insurer retains the right to limit or prohibit the use of Providers which significantly exceed Allowable Charges.

#### 4.0 MEDICAL EXPENSE BENEFIT DESCRIPTIONS

THE FOLLOWING PROVIDES AN EXPLANATION OF THE BENEFITS OFFERED BY THE INSURER. PLEASE REFER TO THE SCHEDULE OF BENEFITS FOR THE SPECIFIC BENEFITS COVERED UNDER THIS PLAN OF INSURANCE.

All benefits provided under this Plan for a covered Illness or Injury must be:

- Ordered or recommended by a Physician and under the scope of the Physician's licensing,
- Medically necessary, and
- Delivered in an appropriate medical setting.

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#### 4.1 HOSPITALIZATION AND INPATIENT BENEFITS

#### 4.1.a Accommodations

Benefits are provided for room and board, special diets, and general nursing care. All charges more than the allowable semi-private room rate are the responsibility of the Insured.

Benefits are also provided for treatment in the Intensive Care or Coronary Care Unit if it is the most appropriate place for the Insured to be treated, the care provided is an essential part of the Insureds treatment, and the care provided is routinely required by patients suffering from the same type of Illness or Injury or receiving the same type of treatment.

The Insurer will pay costs if:

- Treatment is Medically Necessary for the Insured Person to be treated on an Inpatient or Daycare basis,
- The stay in the Hospital is for a medically appropriate period of time, and
- The treatment received is provided or managed by a Physician or specialist

#### **Not Covered Under this Benefit**

Inpatient Hospital Confinements primarily for purposes of receiving non-acute, long term Custodial Care, respite care, chronic maintenance care, or assistance with Activities of Daily Living (ADL), are not eligible expenses.

Expense for items that are provided solely for personal comfort or convenience such as television, private rooms, housekeeping services, guest meals and accommodations, special diets, telephone charges, and take-home supplies are not covered.

4.1.b Medical Treatment, Medicines, Laboratory, Diagnostic Tests, and Hospital Miscellaneous Expense Miscellaneous expenses charged by a Hospital or ambulatory surgical center for Outpatient surgery. Miscellaneous expenses include, but are not limited to: X-ray, laboratory, in-Hospital physiotherapy, orthopedic appliances, preadmission tests, and all other necessary charges, other than room and board, for services received during a Hospital stay.

#### 4.1.c Inpatient Consultation/Visit by a Physician or Specialist

Benefits are provided for the reimbursement of one Physician visit per day while the Insured Person is a patient in a Hospital or Extended Care Facility. Visits that are part of normal preoperative and postoperative care are covered under the surgical fee and Insurer will not pay separate charges for such care. If Medically Necessary, the Insurer may elect to pay more than one visit of different Physicians on the same day if the Physicians are of different specialties. The Insurer will require submission of records and other documentation of the Medical Necessity for the intensive services.

#### 4.1.d Pre-Admission Testing

Benefits are provided for any service related to an Insured Person's planned Inpatient Admission or same day surgery that is performed on the day of, or within the period specified in the Schedule of Benefits prior to the day of, an Insured Person's planned Inpatient Admission or same day surgery service.

Pre-Admission Testing services are considered related to an Inpatient Admission or same day surgery if the Outpatient principal diagnosis is similar to, or the same as, the Inpatient or same day surgery diagnosis.

4.1.e Extended Care, Skilled Nursing Facility and Inpatient Rehabilitation

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Benefits are provided for an Inpatient Confinement and services provided in an approved Extended Care Facility following, or in lieu of, an Admission to a Hospital as a result of a covered Illness or Injury. Care provided must be at a skilled level and is payable in accordance with the current Schedule of Benefits. Coverage for Confinement is subject to Insurer approval. Covered services include the following:

- Skilled nursing and related services on an Inpatient basis for patients who require medical or nursing care for a covered Illness. A Confinement includes all approved Extended Care Facility Admissions not separated by at least 180 days.
- Rehabilitation for patients who require such care because of a covered Illness or Injury.

#### **Not Covered Under this Benefit**

Intermediate, custodial, rest and homelike care services will not be considered skilled and are not covered.

#### **4.2 OUTPATIENT BENEFITS**

#### 4.2.a Diagnostic Testing

Benefits are provided for diagnostic testing including MRI, ultrasound, and other specialized testing to diagnose an Illness or Injury.

#### 4.2.b Advanced Medical Imaging

Benefits are provided for Medically Necessary advanced imaging recommended by a Physician or a Specialist to diagnose or treat an Illness or Injury. This includes;

- Magnetic Resonance Imaging (MRI),
- Computed tomography (CT), and
- Positron Emission Tomography (PET).

#### 4.2.c Therapeutic Services

Benefits are provided for Medically Necessary therapeutic services rendered to an Insured Person as an Outpatient of a Hospital or Provider's office. Services must be pursuant to a Physician's written treatment plan, which contains short- and long-term treatment goals and is provided to Insurer for review. The following services must either:

- Produce significant improvement in the Insured Person's condition in a reasonable and predictable period
  of time; and
- Be of such a level of complexity and sophistication, and the condition of the patient must be such that the required therapy can safely and effectively be performed; or
- Be necessary to the establishment of an effective maintenance program.

#### 4.3 SURGICAL BENEFITS

#### 4.3.a Surgical Services

Benefits are provided for covered surgical services received in a Hospital, outpatient facility, daycare treatment facility, Physician's office, or other approved facility. Surgical services include the surgeon's fee, use of operation room and recovery room, operative and cutting-procedures, treatment of fractures and dislocations, surgical dressings, and other Medically Necessary services.

#### 4.3.b Anesthesia Services

Benefits are provided for the service of an anesthesiologist, other than the operating surgeon or assistant, who administers anesthesia for a covered surgical or obstetrical procedure.

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#### 4.3.c Reconstructive Surgery

Benefits are provided for reconstructive surgery to repair or correct a severe physical deformity or disfigurement which is accompanied by functional deficit, (excluding abnormalities of the jaw or conditions related to TMJ disorder) provided that:

- Reconstruction is required as a result of Medically Necessary non-cosmetic medical condition, to restore or improve function.
- If such surgery is the result of an Accident, then the Accident must have occurred while covered under this Plan.

Benefits are provided for reconstructive surgery for an Insured Person who has a mastectomy while covered under this Plan. Surgical services for reconstruction of the non-diseased breast to produce symmetrical appearance are also included. If the Insured Person chooses to not have reconstructive surgery following a mastectomy, the Insurer allows for two breast prosthetics and mastectomy bras limited to the lowest cost alternative available that meets external prosthetic placement needs. During all stages of mastectomy, treatment of physical complications, including lymphedema therapy are covered.

#### 4.4 EMERGENCY BENEFITS

#### 4.4.a Emergency Room

Benefits are provided for a Medical Emergency when incurred in a Hospital's emergency room. The Insurer retains the right to deem a true Medical Emergency. Admission to the Hospital is not required for benefit consideration. Within the United States, use of the emergency room for non-emergency services may result in higher Out-of-Pocket costs to the Insured Person.

#### 4.4.b Emergency Ground Ambulance Services

Benefits are provided for Medically Necessary emergency ground ambulance transportation to the nearest Hospital able to provide the required level of care. This includes transporting the Insured Person from the scene of an Accident or Illness to a Hospital, from one Hospital to another, or from the Insured Person's home to a Hospital.

#### **Not Covered Under this Benefit**

The use of ambulance services for the convenience of the Insured Person will not be considered a covered service.

#### 4.4.c Emergency Dental

Benefits are provided for Emergency Dental treatment and restoration of sound natural teeth required as a result of an Accident. All treatment must begin within 72 hours of the Accident.

#### **Not Covered Under this Benefit**

Routine dental treatment is not covered. Damage to teeth caused by chewing foods or a toothache, does not qualify under this benefit.

#### 4.5 MATERNITY CARE

The following Maternity Care benefits are covered and are applicable to any condition related to pregnancy: prenatal care, childbirth, postnatal care, and miscarriage.

For a pregnancy related to a Dependent spouse, conception must occur at least ten (10) months after the Effective Date for the pregnancy to be covered. Complications of Pregnancy that arise within the ten (10) months Waiting Period are not covered.

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Maternity Care benefits are only available to the primary Insured Person or Spouse.

#### **Not Covered under this Benefit**

Maternity Care benefits as defined above are not covered for any of the following:

- an insured Dependent daughter,
- a pregnancy resulting from the use of services, medications, or treatment used to commonly treat infertility,
- an individual acting as a surrogate.

#### 4.5.a Physician and Obstetrical Services

Benefits are provided for the following Maternity Care related benefits:

- Obstetrical and other services rendered in a licensed Hospital or approved birthing center, including anesthesia, delivery, Medically Necessary C-section, prenatal and postnatal care for any condition related to pregnancy, including but not limited to childbirth and miscarriage;
- All prenatal and postnatal Physician's office visits, laboratory and diagnostic testing; and
- Prenatal vitamins are covered during the term of the pregnancy only, if prescribed by a Physician.

#### **Not Covered Under this Benefit**

Elective C-sections are not covered.

#### 4.5.b Newborn Infant Care Services

Benefits are provided for Hospital nursery services and medical care provided by the attending Physician for newborn infants in the Hospital are covered. Such services include but are not limited to general exams, immunizations, hearing tests, blood test for Phenylketonuria (PKU), and circumcision. Charges for Hospital nursery services and professional services for the newborn infant are covered separately from the mother's Maternity benefits and are subject to satisfaction of the Individual Deductible and Coinsurance. Refer to Addition of a Newborn Baby.

#### 4.5.c Complications of Pregnancy

Benefits are provided for health complications to the mother as a result of a pregnancy, premature birth, and birth anomalies. Such conditions are not subject to the Maximum Benefit under Maternity Care, if one is shown on the Schedule of Benefits.

#### 4.6 OTHER BENEFITS (INPATIENT/OUTPATIENT)

#### 4.6.a Elective Abortion

Benefits are provided for the voluntary termination of a pregnancy that is covered under this Plan, if performed at a licensed facility and meets the guidelines of the state where performed.

## 4.6.b Mental Health Benefits

Benefits are provided for both Inpatient mental health treatment in a Hospital or approved facility and for Outpatient mental health treatment. A Physician, licensed clinical psychologist, social worker, or licensed professional counselor must provide all mental health care services. Treatment must be provided for a psychiatric disease identified in the most recent edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Diseases.

#### **Not Covered Under this Benefit**

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Non-medical counseling services including but not limited to addictive behavior counseling, marriage and family counseling, educational counseling, aptitude testing, educational testing and services are not covered under this benefit.

#### 4.6.b Preventive Care and Annual Exams

**Newborn Wellness:** Benefits are provided for well-child routine medical exams, health history, development assessments, immunizations, and age-related diagnostic tests covered up to the age of 12-months.

**Child/Adult Wellness:** Benefits are provided for routine physical examinations, immunizations for infectious diseases as recommended by the Center for Disease Control and preventive medical attention.

#### 4.6.c Acupuncture

Benefits are limited to the following:

- Acupuncture, where such are provided as treatment for an Illness covered under this Plan,
- Treatment is covered only by certified acupuncture Specialist.

## 4.6.d Cancer Care and Oncology

Benefits are provided for the prevention and treatment, including any prescribed medications, of tumors, growths, cancer, and malignant neoplasms.

#### 4.6.e Kidney Dialysis

Benefits are provided for the transfusion or kidney dialysis of blood, including the cost of: whole blood; blood components; and the administration of whole blood and blood components.

#### 4.6.f Home Health Care including Nursing Services

Benefits are provided for Home Nursing and other Home Health Care services. Nursing care is defined as prescribed care that can only be provided by a licensed Registered Nurse (RN) or Licensed Practical Nurse (LPN) which is Medically Necessary to treat identified medical conditions on a temporary, limited basis. These services need to meet specified medical criteria to be covered. Home nursing is provided immediately following treatment as an Inpatient on Physician recommendation. Home nursing is not provided solely for the convenience of the family caregiver.

#### **Not Covered Under this Benefit**

Intermediate, custodial, rest and homelike care services will not be considered skilled and are not covered.

#### 4.6.g Hospice Care

Benefits are provided for hospice approved by the Insurer to provide a centrally administered program of palliative and supportive services to a terminally ill Insured Person and their family. Terminally ill refers to the Insured Person having a prognosis of 240 days or less. Covered services are available in home, outpatient and Inpatient settings. The Hospice care guidelines are:

- Must relate to a medical condition that has been the subject of a prior valid claim with the Insurer, with a diagnosis of terminal Illness from a medical doctor,
- Benefit is payable only in relation to care received by a recognized hospice.

#### 4.6.h Diabetic Medical Supplies

Benefits are provided for diabetic supplies including test strips, alcohol swabs, lancets, syringes, ketones strips, glucose monitor meter and insulin pumps.

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#### 4.6.i Durable Medical Equipment

Benefits are provided for items which are designed for and able to withstand repeated use by more than one person and customarily serve a medical purpose. Such equipment includes but is not limited to, wheelchairs, Hospital beds, respirators, and dialysis machines. Such Durable Medical Equipment (DME) must be:

- Prescribed by a Physician,
- Customarily and generally useful to a person only during a covered Illness or Injury,
- Equipment must be appropriate for use in the home and are not disposable, and
- Determined by the Insurer to be Medically Necessary and appropriate.

Allowable rental fee of the Durable Medical Equipment must not exceed the purchase price. Charges for repairs or replacement of artificial devices or other Durable Medical Equipment originally obtained under this Plan will be paid at 50% of the allowable reasonable and customary amount.

#### **Not Covered Under this Benefit**

Some items not covered under Durable Medical Equipment include but are not limited to the following:

- Comfort items such as telephone arms and over bed tables, or
- Items used to alter air quality or temperature such as air conditioners, humidifiers, dehumidifiers, and purifiers, or
- Miscellaneous items such as exercise equipment, heat lamps, heating pads, toilet seats, bathtub seats, or
- The customizing of any vehicle, bathroom facility, or residential facility.

High performance devices for sports or improvement of athletic performance, and power enhancement or power-controlled devices, nerve stimulators, and other such enhancements are not covered. Limbs and other devices intended to replace the functionality of the body part being replaced and the repair and replacement of such devices are not covered.

#### 4.6.j Alcohol and Substance Abuse Rehabilitative Treatment

Benefits are provided for Inpatient and Outpatient services including diagnosis, detoxification, counseling, and other medical treatment rendered in a Physician's office or by an Outpatient treatment department of a Hospital, community mental health facility or alcoholism treatment facility, so long as the facility is approved by the Joint Commission on the Accreditation of Hospitals or certified by the Department of Health. The services must be legally performed by or under the clinical supervision of a licensed Physician or a licensed psychologist who certifies that the Insured Person needs to continue such treatment.

#### 4.6.k Prescription Medications

Benefits are provided for medications which are prescribed by a Physician and which would not be available without such Prescription.

#### **Not Covered Under this Benefit**

Certain treatments and medications, such as vitamins, herbs, aspirin, cold remedies, medicines, Experimental and/or Investigational medications, or supplies, even when recommended by a Physician, do not qualify as Prescription Medications. Any medication that is not scientifically or medically recognized for a specific diagnosis or that is considered as off label use, Experimental, or not generally accepted for use will not covered, even if a Physician prescribes it.

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#### 4.6.m Passive War and Terrorism

This Plan covers bodily Injury directly or indirectly caused by, or resulting from certain acts of War and Terrorism, provided the Insured Person is an Innocent Bystander. This benefit considers the following activities acts of War and Terrorism, excluding the use of nuclear, chemical, or biological weapons of mass destruction.

- 1. War, hostilities or warlike operations (whether war be declared or not),
- 2. Invasion,
- 3. Act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs.
- 4. Civil war, Riot, Rebellion, Overthrow of the legally constituted government,
- 5. Military or usurped power,
- 6. Explosions of war weapons,
- 7. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not,
- 8. Terrorist activity.

#### **5.0 EXCLUSIONS AND LIMITATIONS**

#### **Sanctions Limitation Clause**

The Insurer will not provide any cover, pay any claim or provide any benefit under this Plan to the extent that the provision of such cover, the payment of such claim or the provision of such benefit would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 5.1 MEDICAL EXPENSE BENEFITS EXCLUSIONS AND LIMITATIONS

All services and benefits described below, including expenses for medical treatment not expressly indicated in the Medical Expense Benefit section, are either excluded from coverage or limited under this Plan of insurance.

- 1. **AIDS/HIV:** Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex Syndrome (ARC), HIV positive, all secondary diseases, and all sexually transmitted diseases,
- 2. Aircraft Travel: Travel in any aircraft owned, leased, operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the Policyholder if the aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year,
- **3. Alcohol and Substance Abuse:** Medical expenses related to diagnosis, detoxification, counseling or other rehabilitative services unless the benefit is provided for on the Schedule of Benefits.
- 4. Breast reduction: All services and treatments,
- 5. Charges Reimbursable by Another Entity: Services, supplies, or treatment that are provided by or payment is available from: a) Workers' Compensation law, occupational disease law or similar law concerning job related conditions of any country; or; b) Another insurance company or government; or c) A government entity due to an epidemic or public emergency; d) Services provided normally without charge by the Health Services Center of the institution attended by the Insured Person, or services covered or provided by a student health fee,
- 6. Cosmetic and Elective Surgery for Non-Medical Reasons: Treatments, procedures or medications which are primarily for enhancement, improvement, or altering one's appearance, unless required due to a non-occupational Injury occurring while insured under this Plan. Medical complications arising from such treatments or procedures are also not covered,
- 7. **Dental Care:** a) All expenses related to dental care except for Accidental injury to sound, natural teeth b) unless pediatric dental is shown on the Schedule of Benefits,
- **8. Experimental or Off-Label Services:** Services, supplies or treatments, including medications, which are deemed to be Experimental or Investigational or that is not medically recognized for a specific diagnosis,

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- **9. Fertility/Infertility Treatments and Birth Control:** Any services, procedure or treatment including medications used to: a) Treat infertility including In-vitro Fertilization (IVF), Gamete Intrafallopian Transfer (GIFT), Zygote Intrafallopian Transfer (ZIFT), and any variations of these procedures, and any costs associated with the preparation or storage of sperm for artificial insemination. b) Vasectomies and sterilization, and any expenses for male or female reversal of sterilization.
- **10. Genetic Screening:** Counseling, screening, testing, or treatment in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease,
- **11. Hearing Care:** Hearing exams, hearing aids or devices, unless due to an Injury/Illness covered under the Plan. Surgical implantation of, or removal of bone anchored hearing devices and cochlear implants,
- **12. Home Country:** All medical charges incurred in the Insured Person's Home Country in excess of the amount shown on the Schedule of Benefits,
- **13. Illegal Activities:** Injuries or Illnesses resulting or arising from or occurring during the commission of an assault or felony,
- **14. Immunizations for Travel:** Vaccines and preventive medications recommended or required for travel to specific countries,
- 15. Motor Vehicle: Medical expenses: 1) Resulting from a motor vehicle Accident unless the benefit is provided for on the Schedule of Benefits, 2) If the operator of a motor vehicle is the Insured Person and does not possess a valid motor vehicle operator's license in the jurisdiction in which the motor vehicle Accident occurred, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor, 3) The operating of any type of vehicle or conveyance while under the influence of alcohol or any illegal substance, drug, poison, gas, or fumes including prescribed drugs for which the Insured was provided a written warning against operating a vehicle or conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the jurisdiction in which the Covered Loss occurred,
- **16. Nasal Surgery:** Deviated septum, submucous resection and/or other surgical correction thereof, nasal and sinus surgery except for treatment of a covered Injury,
- 17. Non-Medical Care: Services related to Custodial Care, respite care, home-like care, assistance with Activities of Daily Living (ADL), or Milieu Therapy. Any Admission to a nursing home, home for the aged, long term care facility, sanitarium, spa, hydro clinic, or similar facilities. Any Admission arranged wholly or partly for domestic reasons, where the Hospital effectively becomes or could be treated as the Insured Person's home or permanent abode.
- 18. Organ Transplant: Organ transplant and related procedures and expenses,
- **19. Podiatric Care:** Routine foot care, including the paring and removing of corns, calluses, or other lesions, or trimming of nails or other such services not resulting from an Illness or Injury. Orthopedic shoes or other supportive devices such as arch supports, orthotic devices, or any other preventative services or supplies to treat the diagnosis of weak, strained, or flat feet or fallen arches.
- 20. Prescription Medications: Prescription Medications, services or supplies as follows:
  - a) Therapeutic devices or appliances including: support garments and other non-medical substances, regardless of intended use, except as specifically provided in this Plan, b) Immunization agents, except as specially provided, biological sera, blood or blood products administered on an Outpatient basis, c) Refills in excess of the number specified or dispensed after one year of the date of the prescription, d) Growth hormones, e) Medications used to treat or cure baldness or thinning hair.
- **21. Sexual Dysfunction:** Any procedures, supplies, or medications used to treat male or female sexual enhancement or sexual dysfunction such as erectile dysfunction, premature ejaculation, and other similar conditions,
- **22. Skin Conditions:** Acne, rosacea, skin tags, and any other treatment to enhance the appearance of the skin, except for cystic or pustular acne,
- 23. Sleep Studies: Sleep studies and other treatments relating to sleep apnea,
- 24. Smoking Cessation: Treatments and other expenses, whether or not recommended by a Physician,

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- 25. Sports and Hazardous Activities: a) Participation, practice, or conditioning program for any Interscholastic, or professional sport or competition, including cheerleading or travelling to/from such sport or competition as a participant, b) Skydiving, parachuting, SCUBA diving (unless PADI or NAUI certified), mountain climbing (where ropes or guides are used), bungee jumping, skiing (off groomed trails), snowboarding (off groomed trails), racing by any animal or motor vehicle, spelunking, whitewater rafting (level 4 and higher), hang gliding, glider flying, parasailing, or flight in any kind of aircraft (except as a passenger in a regularly scheduled flight of a commercial airline), c) Power Vehicles: Expenses for Accidents or Injuries as a result of motorcycles, mopeds, scooters, ATV's, any one, two, or three wheeled motorized vehicle and/or sport watercraft such as wave runners, jet skis, or other powered devices whether the vehicle is in motion or not,
- **26. Transsexual Surgery:** Medical or psychological counseling, hormonal therapy in preparation for, or subsequent to, any such surgery, surgical procedures, and any other expenses related to sexual reassignment including the complications arising from such procedures,
- **27. Vision Care:** Expenses including examinations, eye refractions, frames, lenses, contact lenses, fitting of frames or lenses, or vision correction surgery, unless the pediatric vision benefit is shown on the Schedule of Benefits,
- 28. War and Terrorism: a) Any loss sustained while participating in, or training for, or as a consequence of war (declared or not), or warlike operations, b) voluntary, active participation in a riot or insurrection, c) Terrorist activity including the use of armaments, the detonation of any form of explosive or nuclear devices, the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent, including the poisoning via the air or water supplies or food products and deliberate destruction of buildings and transportation. This exclusion extends to any action taken in controlling, preventing, suppressing or in any way relating to any terrorist activity, d) lonizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- **29. Weight Related Treatment:** Any expense, service, or treatment for obesity, weight control, any form of food supplement, weight reduction programs, dietary counseling, or surgical procedures related to morbid or non-morbid obesity. Charges relating to complications arising from such treatments or surgical procedures are also excluded,
- **30.** Services or treatment rendered by any person who is: a) living in the Insured Person's household, b) an Immediate Family Member of either the Insured Person or the Insured Person's spouse, or c) the Insured Person.

#### 6.0 HOW TO FILE A CLAIM

Claims must be filed within 180 days of treatment to be eligible for reimbursement of covered expenses. Claim forms should be submitted only when the medical service Provider does not bill the Insurer directly, and when you have out-of-pocket expenses to submit for reimbursement. All claims worldwide are subject to Usual, Customary, and Reasonable charges as determined by GBG and are processed in the order in which they are received. In order for claims payment to be made, claims must be submitted in a form acceptable to Insurer.

#### 6.1 Medical Claims

To file your claim, submit it online at www.gbg.com. Log into the Member Area and select Submit Claim, and then follow the instructions to complete the online claim form. If you are unable to submit your claim electronically, you can mail or fax your completed claim form and copies of supporting documentation. After submitting the claim, you will receive a claim reference number and an electronic receipt for the claim will be sent to you by email.

Claims may be submitted to the Insurer directly by the Provider or Facility. The Insurer will process the claim according to the Schedule of Benefits and Plan terms, and remit payment to the health care Provider. Ineligible charges or those in excess of the Allowable Charges will be the responsibility of the Insured Person.

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If the Insured Person has paid the health care Provider, the Insured Person will submit the claim form along with the original paid receipts directly to the Insurer. Photocopies will not be accepted unless the Claim is submitted electronically. The Insurer will reimburse the Insured Person directly according to the Schedule of Benefits and Plan terms.

## 6.2 Submit Claims By:

Web: Mail: Fax: Email:

www.gbg.com GBG Administrative Services, Inc. +1 949 271 2330 eclaims@gbg.com

P.O. BOX 211008 Eagan, MN 55121 USA

## 6.3 Reimbursement Options

Claims reimbursements will be made by:

- Electronic Direct Deposit for the Insured Person where the receiving bank is located in the U.S.,
- Wire Transfer for the Insured Person's and overseas Providers where the receiving bank is located outside of the U.S., or
- Check sent to the Insured Person or Provider where electronic payment is not possible.

#### 6.4 Settlement of Claims

When claims are presented to the Insurer, the Allowable Charges will be applied towards the Deductible. Once the Deductible has been satisfied, all Allowable Charges will be paid at the percentage listed on the Schedule of Benefits, up to the listed benefit maximum. Note the amount of Allowable Charges applied towards the Deductible also reduces the applicable benefit maximum by the same amount.

If the Plan has an Out-of-Pocket Maximum, once it is met the Plan will begin paying 100% of Allowable Charges for the remainder of insurance coverage, subject to the benefit maximums. The Out-of-Pocket Maximum does not apply to any expenses covered under the Prescription Medications benefit.

#### 6.5 Status of Claims

Insured Person's wishing to request the status of a claim or have a question about a reimbursement received, please submit the status request form via our website at www.gbg.com or e-mail customer service at customerservice@gbg.com. Inquiries regarding the status of past claims must be received within 12 months of the date of service to be considered for review.

## 6.6 Releasing Necessary Information

It may be necessary for the Insurer to request a complete medical file on an Insured Person for purpose of claims review or administration of the Plan. It may also be necessary to share such information with a medical or utilization review board, or a reinsurer. The release of such confidential medial information will only be with written consent of the Insured Person.

#### 6.7 Coordination of Benefits

The Coordination of Benefits (COB) provision applies when an Insured has health care coverage under more than one health insurance policy or health insurance plan (a "Plan"). This includes group and non-group insurance

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contracts, health maintenance organization (HMO) contracts, medical benefits under group or individual automobile contracts, and Medicare or any other federal governmental plan.

The order of benefit determination rules governs the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan pays benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100% of the total Allowable Expense.

#### Order of Benefit Determination Rules

When an Insured is covered by two or more health care plans or policies, the rules for determining the order of benefits follows:

- If a Plan does not have a Coordination of Benefits provision, it will always be the Primary Plan.
- The Plan that covers the claimant as the Primary Insured, (in the case of this Policy, a Class 1 Eligible Person shown on the Schedule of Benefits) is the Primary Plan and the Plan that covers this person as a dependent is the Secondary Plan.
- The Plan that covers the claimant as a Dependent Spouse or Child (in the case of this Policy other than as a Class 1 Eligible Person shown on the Schedule of Benefits) is the Secondary Plan and the Plan that covers this person other than as a Dependent is the Primary Plan.
- If two Plans cover the claimant as a Primary Insured, the Plan that has covered this person for the longer period of time is the Primary Plan.
- If two Plans cover the claimant as a Dependent Child, the Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan. If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

If an educational institution, Sponsoring Organization, or any other entity provides health coverage for organized sports and activities, such coverage is the Primary Plan and this coverage will be a Secondary Plan.

## 6.8 Subrogation, Reimbursement and Assignment of Rights

Benefits paid under the Plan are paid on the condition that We are entitled to pursue subrogation and receive reimbursement for an Injury or Illness for which We have provided benefits when You have accrued a right of action against a third party for causing an Injury or Illness for which i) We have paid benefits; and ii) You have received a judgment, settlement, or other compensation on the basis of that Illness or Injury or are entitled to receive compensation or recovery on the basis of that Illness or Injury. We have the right to be reimbursed whether the recovery You receive, or to which You are entitled, is made in a single payment or incrementally over time. Our reimbursement and subrogation rights extend to all amounts available to You or that You have received by judgment, settlement or other recovery, including but not limited to benefits from policies of insurance issued to You and/or in the name of a covered family member or that otherwise inure to Your benefit. We automatically have a lien on any payment You receive or are entitled to receive from any person or entity because of a claim for which We have paid benefits. The lien may be enforced against any party who acquires funds arising out of or attributable to the claim.

Our obligation to pay benefits is always secondary to any automobile No-Fault /Personal Injury Protection or medical payments coverage. To the extent that We have paid a benefit for an amount that is payable by any automobile No-Fault /Personal Injury Protection or medical payments coverage, We shall have the right to collect any such amount from the automobile insurer.

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You and any of Your legal representatives shall fully cooperate with Our efforts to recover the benefits We have paid. You must notify Us within 30 days of the date when notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to the Injury, Illness or condition for which We have paid benefits. You shall do nothing to prejudice Our subrogation or recovery interests or Our ability to enforce the terms of these provisions. We have the sole authority and discretion to decide whether to pursue any right of recovery under this provision.

We are entitled to and may pursue any and all parties who may be liable to provide compensation to You for the claim at Our expense and may bring such action in Our name as Your subrogee/assignee. You agree to fully assist Us in pursuit of Our rights of subrogation if We do so by assignment.

#### 7.0 APPEALS PROCEDURE

If a claim is wholly or partially denied, a written notice will be sent to the Insured Person containing the reason for the denial. The notice will include a reference to the provision in the Plan description and a description of any additional information which might be necessary for reconsideration of the claim. The notice will also describe the right to appeal. A written appeal, along with any additional information or comments, may be sent within 6 months after notice of denial. In preparing the appeal, the Insured Person, or their representative, may review all documents related to the claim and submit written comments and issues related to the denial. After the written notice is filed and all relevant information is presented, the claim will be reviewed, and a final decision sent within 60 days after receipt of the notice of the appeal. Under special circumstances, an extension for further review will be granted, but not for longer than 60 additional days.

#### 8.0 COMPLAINTS PROCEDURE

GBG is committed to providing Insured's with an exceptional level of service and customer care. Sometimes things can go wrong or there may be occasions when the service provided to you was not adequate. When this happens, please contact GBG and give us the opportunity to correct the situation and earn back your trust.

#### Who to Contact?

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are:

- Be sure You are talking to the right person; and
- That You are providing the necessary information.

#### When You Contact Us

Please provide the following information:

- Your name, telephone number, and email address;
- Your Plan and/or claim number and the plan of benefits (medical, travel, disability) You are insured for;
   and
- Please explain clearly and concisely the reason for Your complaint.

#### **Making a Complaint**

If Your complaint relates to:

#### 1. The sale of the Plan You purchased or any information You were given during the sales process:

- a. If You purchased the Plan using a broker or other intermediary, please contact them first.
- b. If You purchased the Plan directly from Us either from a local representative, using the website, or through a group plan of benefits, please contact Us directly at:

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Toll FreePhoneEmail+1.866.914.5333+1.786.814.4125complaints@gbg.com(within the U.S. and Canada)(outside the U.S. and Canada)

c. You may also submit Your complaint via Our **Complaint Form**, which may be accessed by visiting Our website and navigating to the Forms page: <a href="https://www.qbq.com/#/oursolutions/forms">www.qbq.com/#/oursolutions/forms</a>.

#### 2. A claim for benefits, the terms and conditions of the Plan, or other benefit related information:

- a. Complaints related to a claim denial should be submitted as soon as possible. We will review the information and provide a response within four weeks or will request additional time, if needed.
- b. Claims and benefits related complaints should be referred to Our Complaints Department:

Toll FreePhoneEmail+1.877.916.7920+1.949.916.7941customerservice@gbg.com(within the U.S. and Canada)(outside the U.S. and Canada)

c. You may also submit Your complaint via Our **Appeal Form**, which may be accessed by visiting Our website and navigating to the Forms page: <a href="https://www.gbg.com/#/oursolutions/forms">www.gbg.com/#/oursolutions/forms</a>.

We always aim to resolve Your complaint and provide a final response within four weeks, but if it looks like it will take Us longer than this, We will let You know the reasons for the delay and inform You of the options available to You.

#### 9.0 LAW AND JURISDICTION

This insurance is governed by the laws of the Cayman Islands. Any laws governing the terms, conditions, benefits and limitations in health insurance policies issued and delivered in other countries are not applicable.

#### **10.0 PRIVACY NOTICE**

Crum & Forster SPC ("The Company") values Your business and Your trust. In order to administer insurance policies and provide You with effective customer service, We must collect certain information including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact You ("Information"). We are committed to protecting such Information and We will comply with all applicable federal and state laws and regulations. This notice describes how We collect, use and share Your Information, Your rights with respect to insurance products issued by The Company and Our legal duties and privacy practices. State laws require that We provide this notice. Please review this notice and keep a copy of it with Your records.

#### Your privacy is Our concern

When You apply to The Company for insurance or make a claim against a policy written by The Company, You disclose information about yourself to Us. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect Your Information. We also limit employee access to information to those with a business reason for knowing such Information and We take measures to enforce employee privacy responsibilities.

#### What kind of information do We collect about You and from whom?

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We obtain most of our Information from You. The application or claim form You complete, as well as any additional information You provide, generally gives Us most of the information We need to know. Sometimes We may contact You by phone or mail to obtain additional information. We may use information about You from other transactions with Us, Our affiliates, or others. Depending on the nature of Your insurance transaction, We may need additional information about You or other individuals proposed for coverage. We may obtain the additional information We need from third parties, such as other insurance companies or agents, government agencies, medical providers, insurance support organizations, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

#### What do We do with the information collected about You?

The Company collects nonpublic information to conduct its business of producing, underwriting, servicing and administering its insurance products. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report We obtained, We will inform You, as required by state law or the federal Fair Credit Reporting Act. We will also give You the name and address of the consumer reporting agency making the report. We may retain information about Our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

#### To whom do We disclose information about You?

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service providers who specifically need such information to conduct their business responsibilities. In addition, We may disclose all the information that We collect about You to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical providers;
- Third party non-insurance service providers;
- Third party administrators;
- Medical bill review companies;
- Reinsurance companies; and
- Similar service providers.

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share Your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of Our policies.

If You conclude Your relationship with the Company, the Company will continue to safeguard Your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

#### **About Our Websites**

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We may collect information via technology about how You use Our website, including the elements You have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve Our current products and to develop new ones.

We may use cookies on certain pages of Our site. Cookies are stored on Your computer, not on Our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about You. A cookie can store certain information that identifies Your computer to Us so that You do not need to re-enter that information as frequently when You use Our site. The cookie does not contain Your password.

We reserve the right to change Our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, We will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing Your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If You are concerned about the security of Your communication, We encourage You to send Your correspondence through the postal service or use the telephone to speak directly toUs. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage You may experience or incur by the sending of personal information over the internet by or to Us. This usage agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

Please know that The Company has not and will not sell any consumers' personal information. We do not sell Your nonpublic personal information to any third parties nor do We use it for marketing purposes.

#### How to contact Us

If you have any questions about this Privacy Notice or about how We use the information We collect, please contact Us at:

Crum & Forster SPC Caribbean Plaza, 2<sup>nd</sup> 878 West Bay Road P.O. Box 1159 Grand Cayman KYI-1102

#### **Changes to this Privacy Notice**

We may revise this notice at any time. If We make material changes, We will notify You as required by law.

#### 11.0 DEFINITIONS

Certain words and phrases used in this Plan are defined below. Other words and phrases may be defined where they are used.

**Accident:** Any sudden and unforeseen event occurring during the insurance coverage year period, resulting in bodily Injury, the cause or one of the causes of which is external to the Insured Person's own body and occurs beyond the Insured Person's control.

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**Activities of Daily Living (ADL):** Activities of daily living are those activities normally associated with the day-to-day fundamentals of personal self-care, including but not limited to: walking, personal hygiene, sleeping, toilet/continence, dressing, cooking/feeding, medication, and getting in and out of bed.

**Acute Care**: Medically Necessary, short-term care for an Illness or Injury, characterized by rapid onset, severe symptoms, and brief duration, including any intense symptoms, such as severe pain.

**Admission**: The period from the time that an Insured Person enters a Hospital, Extended Care Facility or other approved health care facility as an Inpatient until discharge.

**Allowable Charge:** The fee or price the Insurer determines to be the Usual, Customary and Reasonable Charges for health care services provided to Insured Persons. The Insured Person is responsible for the payment of any balance over the Allowable Charge (except in the U.S. when a Preferred Provider has delivered the service). All services must be Medically Necessary. Once an Allowable Charge is established, then the Deductible, Coinsurance, Copayments and any excess charges must be paid by the Insured Person.

**Ambulatory Surgical Center:** A facility which (a) has as its primary purpose to provide elective surgical care; and (b) admits and discharges a patient within the same working day; and (c) is not part of a Hospital. Ambulatory Surgical Center does not include: (1) any facility whose primary purpose is the termination of pregnancy; (2) an office maintained by a Physician for the practice of medicine; or (3) an office maintained by a Dentist for the practice of Dentistry.

**Benefit Period:** A period, shown in the Schedule of Benefits and commencing with the date of the first expense incurred for treatment of an Injury sustained in an Accident or the date of the first treatment of illness, during which benefits are payable.

**Club Sports:** Any sports offered at a university or college in the United States that compete with other universities, or colleges, but are not regulated by the National Collegiate Athletic Association (NCAA) or National Association of Intercollegiate Athletics (NAIA), and do not have varsity status.

**Coinsurance:** The percentage amount of the Allowable Charges that the Insured Person and the Insurer will share after the Deductible and Copayment is met.

**Common Carrier**: An individual, a company, or public utility which is in the regular business of transporting people and for which a fare has been paid.

#### **Complications of Pregnancy:** A condition

- Caused by pregnancy; and
- Requiring medical treatment prior to, or subsequent to termination of pregnancy; and
- The diagnosis of which is distinct for pregnancy; and
- Which constitutes a classifiably distinct complication of pregnancy.

A condition simply associated with the management of a difficult pregnancy is not considered a complication of pregnancy.

**Confinement**: Inpatient stay at an approved extended care facility for necessary skilled treatment or Rehabilitation in accordance with the contract.

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**Congenital Condition:** Any heredity condition, birth defect, physical anomaly and/or any other deviation from normal development present at birth, which may or may not be apparent at that time. These deviations, either physical or mental, include but are not limited to, genetic and non-genetic factors or inborn errors of metabolism.

**Copayment:** A fixed dollar amount that may be applied per office visit each time medical services are received. Ancillary services such as Laboratory and Radiology service (i.e. blood tests, x-rays) that may be in conjunction with an office visit do not require a separate Copayment. Copayments do not apply to the Deductible, Coinsurance or to the Out-Of-Pocket Maximum.

**Cosmetic Surgery**: Surgery or therapy performed to improve or alter appearance for self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.

**Covered Expense:** Charges that are Medically Necessary and that are:

- 1. Not in excess of the maximum amount payable for services as specified in the Schedule of Benefits;
- 2. In excess of any Deductible amount; and
- 3. Incurred while the Insured Person's coverage under this Plan is in force.

**Custodial Care:** Includes: (1) the provision of room and board, nursing care, or such other care which is provided to an individual who is mentally or physically disabled and who, as determined by the individual's attending Physician, has reached the maximum level of recovery; and (2) in the case of an institutionalized person, room and board, nursing care or such other care which is provided to an individual for whom it cannot reasonably be expected that medical or surgical treatment will enable him to live outside an institution; and (3) rest cures, respite care and home care provided by family Insureds. Upon receipt and review of a claim, the Insurer or an independent medical review will determine if a service or treatment is Custodial Care.

**Deductible**: The amount of covered Allowable Charges payable by the Insured Person during each Period of Insurance before the Plan benefits are applied. Such amount will not be reimbursed under the Plan. The Deductible is not considered part of the Out-Of-Pocket Maximum.

**Dentist:** A person who is: 1) Licensed to practice dentistry in the state where the dental procedure is performed; and 2) Operating within the scope of his or her license; or 3) Licensed or certified to perform dental procedures in the state where the dental procedure is performed.

**Dependent:** Refers to a member of the Insured Person's family who is enrolled under the Plan with the Insurer after meeting all the Eligibility requirements and for whom Premiums have been received.

**Dependent Child:** The Insured Person's unmarried child who meets the following requirements: a child from birth to 26 years old;

A dependent child, for purposes of this definition, includes the Insured Person's:

- i. natural child;
- ii. adopted child;
- iii. stepchild who resides with the Insured Person.

**Durable Medical Equipment**: Motorized wheelchairs, beds, orthopedic braces, artificial devices replacing body parts and other equipment customarily and generally useful to a person only during an Illness or Injury and determined by Insurer to be Medically Necessary.

**Effective Date:** The date upon which the Insured Person's coverage will commence under this Plan.

**Eligible Person:** An individual as defined in the Schedule of Benefits.

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**Eligibility:** The requirements that all Insured Persons including Eligible Dependents, must meet at all times in order to be covered under this Plan.

**Emergency Dental Treatment**: Emergency Dental treatment is urgent treatment necessary to restore or replace sound natural teeth damaged as a result of an Accident. Sound teeth do not include teeth with previous crowns, fillings, or cracks. Damage to teeth caused by chewing foods does not qualify for Emergency Dental coverage.

**Experimental and/or Investigational**: Any treatment, procedure, technology, facility, equipment, medication, medication usage, device, or supplies not recognized as accepted medical practice by Insurer.

**Extended Care Facility:** A nursing and/or Rehabilitation center approved by Insurer that provides skilled and Rehabilitation services to patients who are discharged from a Hospital or who are admitted in lieu of a Hospital stay. The term Extended Care Facility does not include nursing homes, rest homes, health resorts, homes for the aged, infirmaries or establishments for domiciliary care, Custodial Care, care of substance abuse addicts or alcoholics, or similar institutions.

HIV: Acquired Immune Deficiency Syndrome (AIDS) and all diseases caused by and/or related to the HIV Virus.

**Home Country:** The country from which the Insured Person holds a passport. If the Insured Person holds passports from more than one country, the Home Country will be the country declared to in writing as their Home Country.

**Home Health Agency:** an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity must be certified by a competent governmental authority in the jurisdiction where the services are rendered and meeting the requirements of Title XVIII of the Social Security Act, as amended, for home health agencies.

**Home Health Care Plan:** A program: 1) for the care and treatment of an Insured Person in his home; 2) established and approved in writing by his attending Physician; and 3) Certified, by the attending Physician, as required for the proper treatment of the Injury or Illness, in place of Inpatient treatment in a Hospital or in an Extended care Facility.

**Hospice**: An agency which provides a coordinated Plan of home and Inpatient care to a terminally ill person and which meets all of the following tests: 1) has obtained any required state or governmental license or Certificate of Need; 2) provides service 24-hours-a-day, 7 days a week; 3) is under the direct supervision of a Physician; 4) has a Nurse coordinator who is a Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.); 5) has a duly licensed social service coordinator; 6) has as its primary purpose the provision of Hospice services; 7) has a full-time administrator; and 8) maintains written records of services provided to the patient.

**Hospital**: Includes only Acute Care facilities licensed or approved by the appropriate regulatory agency as a Hospital, and whose services are under the supervision of, or rendered by a staff of Physicians who are duly licensed to practice medicine, and which continuously provides twenty-four (24) hour a day nursing service under the direction or supervision of registered professional Nurses. The term Hospital does not include nursing homes, rest homes, health resorts, and homes for the aged, infirmaries or establishments for domiciliary care, Custodial Care, care of substance abuse addicts or alcoholics, or similar institutions.

**Illness:** Any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted after the Effective Date of an Insured Person's coverage.

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**Immediate Family Member:** A person who is related to the Insured Person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child or granchild (includes legally adopted or stepchild/grandchild).

**Injury:** means bodily harm caused by an Accident. The Accident must occur while the Insured Person's insurance is in force under this Plan. All Injuries sustained by one person in any one accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single covered Injury. The Injury must be the direct cause of an Accident covered under this Plan and must be independent of all other causes. The Injury must not be caused by or contributed to by Illness.

**Innocent Bystander:** An individual who is judged to be not involved with, participating in, or related to their work, any activity associated with any war, conflict or terror related activity. This includes any hostilities or warlike operations (whether war be declared or not), invasion, civil war, riot, rebellion, overthrow of the legally constituted government, military or usurped power and any terrorist activity.

**Inpatient:** An Insured Person admitted to an approved Hospital or other health care facility for a Medically Necessary overnight stay.

**Insured Person or Insured:** Any person who is listed as an Eligible Person on the Schedule of Benefits, for whom an enrollment form has been accepted by the Insurer and required Premium has been paid when due and for whom coverage under this Plan remains in force. May include Insured Spouse and/or Insured Dependent covered under this Plan as Eligible Dependents. An Insured Person may also be referenced as You or Your.

#### **Intercollegiate Sport:** A sport that:

- 1. has been accorded varsity status by the participating School;
- 2. is administered by such School's department of intercollegiate athletics for which the eligibility of the participating student athlete is reviewed and certified in accordance with the applicable intercollegiate sports organization's legislation, rules or regulations;
- 3. entitles qualified participants to receive the participating School's official awards;
- 4. Includes travel, only within the contiguous United States, including Alaska and Hawaii and only directly and without interruption between home, School and the premises of the Intercollegiate Sporting event.

**Interscholastic Sport**: A sport played between secondary schools.

#### **Intramural Sport:** A sport that:

- 1. is approved by the sports director or athletic director of the School; and
- 2. involves only students at the same School; and
- 3. takes place within the walls, boundaries and grounds of said School
- 4. or participation in an approved Intercollegiate tournament, on campus or approved by the Policyholder.

**Lifetime Maximum**: Payment of Medical Expense benefits is subject to a lifetime aggregate maximum per individual Insured Person as indicated in the Schedule of Benefits, as long as the Plan remains in force. The Lifetime Maximum includes all benefit maximums specified in the Plan, including those specified in the Schedule of Benefits.

**Lookback Period:** The amount of time that will be reviewed to determine if a claim is related to a Pre-Existing Condition.

Master Policy: The agreement between the Insurer and the Fairmont Specialty Trust.

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**Maternity Care:** Prenatal care, childbirth, postnatal care, miscarriage and premature birth, and Complications of Pregnancy.

**Maximum Benefit**: The payment specified in the Schedule of Benefits, for specific services, which is the maximum amount payable by Insurer per person, regardless of the actual or Allowable Charge. This is after the Insured Person has met his obligations of Deductible, Coinsurance, Copayments and any other applicable costs.

**Medical Emergency:** A sudden, unexpected, and unforeseen event caused by an Illness or Injury that manifests itself by symptoms of sufficient severity that a prudent layperson would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**Medical Identification Card:** The card provided to each Insured Person. This card contains limited benefit information including the Effective Date of coverage, as well as contact information for submitting claims and emergency medical treatment.

**Medically Necessary**: A service or supply is necessary and appropriate for the diagnosis or treatment of an Illness or Injury based on generally accepted current medical practice. A service or supply will not be considered as Medically Necessary if:

- 1. it is provided only as a convenience to the Insured Person or provider;
- 2. it is not the appropriate treatment for the Insured Person's diagnosis or symptoms;
- 3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment.

The fact that any particular Physician may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Nurse**: A licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:

- the Insured Person,
- an Immediate Family Member of either the Insured Person or the Insured Person's spouse, or
- a member of the same household.

**Optician:** A person or business licensed by the state which renders services to manufacture, grind and or dispense vision lenses and vision frames prescribed by either an Optometrist or an Ophthalmologist, who is not:

- · the Primary Insured,
- an Insured Dependent,
- an Immediate Family Member, or
- retained by the Policyholder.

**Outpatient**: Services, supplies or equipment received while not an Inpatient in a Hospital, or other health care facility, or overnight stay.

**Out-of-Network Provider:** Any Hospital, Physician, or other provider of health care services who has not agreed to any pre-arranged fee schedules.

**Out-of-Pocket Maximum:** The maximum dollar amount an Insured Person is responsible to pay during a Period of Insurance. After an Insured Person has reached the Out-of-Pocket Maximum, the Plan covers benefits at 100% for the remainder of the Period of Insurance. Some benefits, however, will always remain payable at the percentage shown in the Schedule of Benefits. The Out-of-Pocket Maximum is met by Coinsurance. Copayments are not applied to the Out-

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of-Pocket Maximum. Penalties and amounts above the Usual, Customary, and Reasonable Charge do not count toward the Out-of-Pocket Maximum. The Out-of-Pocket Maximum is shown in the Schedule of Benefits. In no instance will We pay more than the Lifetime Maximum Benefit as shown in the Schedule of Benefits.

**Period of Insurance:** The start and end date for which insurance coverage is in effect as shown on the Medical Identification Card. When multiple Summary of Benefits are issued during a School Year, the Maximum Benefit is an accumulation of all Summary of Benefits issued during the School Year.

**Physician**: A licensed health care provider and/or Licensed Therapist practicing within the scope of their license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not:

- 1. the Insured Person;
- 2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
- 3. a person living in the Insured Person's household; member of the same household
- 4. a person employed or retained by the Policyholder; or
- 5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

**Plan:** The agreement between the Insurer and the Policyholder. The Plan includes the Master Policy, the Summary of Benefits, the Schedule of Benefits, and the application.

**Pre-Authorization**: A process by which an Insured Person obtains written approval for certain medical procedures or treatments from the Insurer prior to the commencement of the proposed medical treatment. Certain medical procedures will require the Pre-Authorization process to be followed in order for the service to be covered and to maximize the benefits of the Insured Person.

**Pre-Existing Condition:** A pre-existing condition is a disease or physical condition for which medical advice or treatment has been received within 12 months immediately prior to becoming covered under the Plan

**Preferred Allowance:** Refers to the amount an In-Network Provider will accept as payment in full for covered medical expenses.

**Preferred Provider:** The providers and Hospitals who have contracted with a Preferred Provider Organization to provide specific medical care at negotiated prices.

**Preferred Provider Organization (PPO)**: Refers to a participating Provider, such as Hospital, clinic or Physician that has entered into an agreement to provide health services to Insured Persons.

**Premium(s):** The consideration owed by the Insured Person to the Insurer in order to secure benefits for its Insured Persons under this Plan.

**Prescription Medications**: Prescription medications are medications which are prescribed by a Physician, and which would not be available without such prescription. Certain treatments and medications, such as vitamins, herbs, aspirin, cold remedies, medicines, Experimental or Investigative medications, or medical supplies even when recommended by a Physician, do not qualify as prescription medications.

**Professional Sports**: Activities in which the participants receive payment for participation, this does not include participants in National Collegiate Athletic Association (NCAA) or National Association of Intercollegiate Athletics (NAIA).

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**Provider**: The organization or person performing or supplying treatment, services, supplies or medications.

Qualifying Insurance Coverage: Insurance coverage of an individual under any of the following:

- 1. A group health plan.
- 2. Individual or group health coverage.
- 3. Medicare.
- 4. Medicaid.
- 5. Medical and dental care for members and certain former members of the uniformed services and for their Dependents.
- 6. A medical program of the federal Indian health service or tribal organization.
- 7. A state health benefits risk pool.
- 8. The Federal Employees Health Benefits Program.
- 9. The State Children's Health Insurance Program (S-CHIP).
- 10. Health plans established and maintained by foreign governments or political subdivisions and by the U.S. government.
- 11. Any public health benefit program provided by state, country, or other political subdivision of a state.
- 12. A health benefit plan under the federal Peace Corps Act.

**Rehabilitation**: Therapeutic services designed to improve a patient's medical condition within a predetermined time period through establishing a maintenance program designed to maintain the patient's current condition, prevent it from deteriorating and assist in recovery.

**Rehabilitation Facility:** A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:

- is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care, and
- is duly licensed by the appropriate government agency to provide such services, and
- is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.

A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.

**Repatriation or Local Burial**: This is the expense of preparation and the air transportation of the mortal remains of the Insured Person from the place of death to their Home Country, or the preparation and Local Burial of the mortal remains of an Insured Person who dies outside their Home Country. This benefit is excluded where death occurs in their Home Country.

**Schedule of Benefits**: The summary description of the benefits, payment levels and Maximum Benefits, provided under this Plan.

**School:** The college or university where the Insured Person is enrolled. The School must be licensed or accredited, as applicable, by the jurisdiction where it is located, to provide the care, education or training for which the Insured Person is enrolled.

**School Year:** The 12months period when the educational institution begins classes, usually starting in late summer and may conduct classes on a quarterly, semester, or other regularly scheduled basis.

**Skilled Nursing Facility:** means an institution which meets all the following requirements:

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- it must be operated pursuant to law,
- it must be primarily engaged in providing, in addition to room and board accommodations, nursing services under a licensed Physician's supervision,
- Registered or License Practical Nurses must supervise 24 hours a day, and
- a daily record for each patient must be maintained.

This definition does not include:

- a. Rest home or similar facility,
- b. Home or facility for the aged,
- c. Home or facility for drug addicts and alcoholics,
- d. Home or facility for care and treatment of mental diseases and disorders, or
- e. Home or facility for custodial or educational care.

**Sponsoring Organization:** An organization that endorses insurance coverage, completes a sponsorship form, and has been approved by the Insurer to sponsor coverage under this Plan. An organization will no longer be a Sponsoring Organization on the date when it is no longer approved by the Insurer to sponsor coverage or it decides to no longer sponsor coverage for its participants.

**Spouse:** means the Insured Person's lawful spouse or domestic partner.

**Student Health Center:** A facility that meets all of the following requirements: 1) located in or near a School facility and open during School hours; 2) organized through the School, community, and health care Provider relationships; and 3) staffed by qualified health care Providers.

**Subrogation**: Circumstances under which the Insurer may recover expenses for a claim paid out when another party should have been responsible for paying all, or a portion of that claim.

**Summary of Benefits:** The document provided to the Insured Person that includes the Schedule of Benefits and the terms of the Master Policy issued to the Trust.

**Terrorism**: Terrorist activity means an act, or acts, of any person, or groups of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization or government.

**Trip:** Round trip travel by air, land, or sea from the Insured's Home Country.

**Usual, Customary and Reasonable Charge (UCR):** Fees and prices generally charged within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature.

**Vision Examination:** An examination of principal vision functions. A Vision Examination includes but is not limited to, case history, examination for pathology or anomalies, job visual analysis, refraction, vision field testing and tonometry, if indicated. The exam will be consistent with the community standards, rules and regulations of the jurisdiction in which the provider practice is located administered by an Optician.

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**Waiting Period**: The period of time beginning with the Insured Person's Effective Date, during which limited, or no benefits are available for particular services. After satisfaction of the Waiting Period, benefits for those services become available in accordance with this Plan.

We, Us, Our and Insurer: Crum & Forster, SPC

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#### 12.0 SUBSCRIPTION AGREEMENT

I hereby apply to be a participant of the Fairmont Specialty Trust (the "Trust") and to participate in the insurance coverage (the "Coverage") under the Trust by Crum & Forster SPC ("the Company") under which I am considered an Insured. I understand that the Coverage is not a general health insurance product but is intended for use in the event of a sudden and unexpected event while traveling outside my Home Country. I understand that the Coverage extended to me will terminate upon my return to my Home Country. I understand that the liability of the Company as insurer of the Coverage is as provided in the Policy. By acceptance of Coverage and/or submission of any claim for benefits, the Insured ratifies the authority of the signer to so act and bind the Insured Person. The Insured undertakes to make all Premium payments as they fall due in respect of the Coverage extended to him or her. Neither the trust nor its administrator or insurance broker (collectively, the "Plan Administrator") shall not be responsible for the administration of such payments. If the Insured fails to make any Premium payment due in respect of the Coverage extended to him or her, subject to the discretion of the Insurance Company, such Coverage will lapse. The Insured hereby confirms the accuracy of all information, validity of all representations and warranties provided to the Plan Administrator in connection with its participation in the Plan and/or the subscription for the Coverage, howsoever provided, including the terms of this Subscription Agreement, (together "Representations & Warranties"). The Insured acknowledges that certain of such information will be relied upon by the Company as insurers of the Coverage and that any inaccuracy therein may result in the invalidity of such Coverage as it relates to the Insured, the loss of Coverage and all monies paid in relation thereto. The Insured hereby undertakes to inform the Plan Administrator of any change to any of matter that forms the subject of any of the Representation & Warranties. The Insured hereby undertakes to indemnify and hold harmless the Plan Administrator against any loss or damage (including attorney's fees) occasioned by any inaccuracy in any Representation & Warranty or failure to advise the Plan Administrator of any change in any matter that forms the subject of any of the Representation & Warranties. The Insured agrees that the Plan Administrator shall be entitled to rely on and to act in accordance with any written instruction purported to be provided by the Insured and the Insured hereby undertakes to indemnify and hold harmless the Plan Administrator against any loss or damage (including attorney's fees) occasioned by the Plan Administrator acting in accordance with any such instruction. Payments under the terms of the Coverage shall be paid by the Insurers to the Insured or directly to a provider if assignment of benefits has been authorized. The Plan Administrator shall not be responsible for the administration of such payments. I confirm that I have satisfied myself that the insurance is appropriate for me and that I meet the eligibility criteria.

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