

GLOBAL ACCIDENT & EVACUATION PLAN SUMMARY

DIPLOMAT GLOBAL ACCIDENT PROTECTION PLAN (GAPP)

Policy No: BR000227

ELIGIBILITY AND PERIOD OF COVERAGE

The **Diplomat Global Accident Protection Plan (GAPP)** provides (I) Accidental Death and Dismemberment (AD&D) Benefits and/or (II) Medical Evacuation Benefits (type of coverage is limited to the plan options for which premium is paid) to the below Eligible Classes. Coverage is available for you, a second adult, unmarried dependent **Children**, or **Children** traveling alone. The minimum period of coverage that can be purchased is 1 day, the maximum is 365 days.

Coverage will begin at 12:00 A.M. Eastern Standard Time on the latest of the following: 1) The date the Company receives a completed application or enrollment form; or 2) The moment Plan Participant exits their Home Country airspace; or 3) The Date the Company approves the Application; or 4) The Date requested by the Plan Participant.

Coverage will end at 11:59 P.M. Eastern Standard Time on the earliest of the following: 1) The date Plan Participant is no longer in an Eligible Class; or 2) The date the Plan Participant's Trip is completed; unless otherwise covered under the Plan Document; or 3) The expiration of 365 days from the Effective Date of Coverage; or 4) The date shown on the Schedule of Insurance issued by the Company.

PLAN DEFINITIONS

Accident means an unforeseeable event which: 1) Causes Injury to one or more Plan Participants; and 2) Occurs while coverage is in effect for the Plan Participant.

Benefit Period means the period of time from the date of the Accident causing the Injury or Sickness for which benefits are payable, as shown in the Schedule of Benefits, and the date after which no further benefits will be paid.

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

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

Coinsurance means the percentage of Eligible Expenses for which the Company is responsible for a specified covered service after the Deductible, if any, has been met.

Company means Brit Syndicates Limited on behalf of Syndicate 2987 at Lloyd's. Also hereinafter referred to as We, Us and Our.

Cosmetic Surgery means the surgical alteration of tissue primarily for the improvement of appearance rather than to improve or restore bodily functions.

Covered Accident means an Accident that occurs by a Plan Participant and results in a Loss for which benefits are payable.

Covered Loss or Covered Losses means an accidental death, dismemberment, Sickness or other Injury covered under the Plan Document and indicated on the Schedule of Benefits.

Elective Treatment and Procedures means any Medical Treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by the Company to be research or experimental or that is not recognized as a generally accepted medical practice.

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

Emergency/Emergency Treatment means a Sickness or Injury for which the Plan Participant seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would cause: 1) His life or health would be in serious jeopardy, or, with respect to a pregnant woman, serious jeopardy to the health of the woman or her unborn Child; 2) His bodily functions would be seriously impaired; or 3) A body organ or part would be seriously damaged.

Excluded Country means any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the Office Of Foreign Assets Control (Ofac).

Home Country means the country where a Plan Participant has his or her true, fixed and permanent home and principal establishment and to which he or she has the intention of returning.

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

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

7) Is not a place for drug addicts, alcoholics or the aged.

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

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

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

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

Immediate Family means a Plan Participant's spouse, domestic partner, civil union partner, parent (includes Step-parent), Child(ren) (includes legally adopted or step Child(ren)), brother, sister, grandchild(ren), grandparents or in-laws.

Injury means bodily harm which results independently of disease or bodily infirmity, from an Accident. All injuries to the same Plan Participant sustained in one Accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury

Medically Necessary means a treatment, drug, device, service, procedure or supply that is: Required, necessary and appropriate for the diagnosis or treatment of an Sickness or Injury; and Prescribed or ordered by a Physician or furnished by a Hospital; and Performed in the least costly setting required by the condition; and Consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

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

Physical Therapy means any form of the following administered by a Physician: (1) physical or mechanical therapy; (2) diathermy, (3) ultra-sonic therapy; (4) heat treatment in any form; or (5) manipulation or massage.

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

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

Pre-Existing Condition means an Injury, Sickness, disease, or other condition during the 60 day period immediately prior to the date the Plan Participant's coverage is effective for which the Plan Participant 1) received medical advice or received a recommendation for a test, examination, or Medical Treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment or 2) took or received a prescription for drugs or medicine.

Prescription Drugs means drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration.

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

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

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

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

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

Travel Advisory or Travel Warning means U.S. State Department communication advising caution in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases.

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

Usual, Reasonable and Customary means the most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred. The most common charge means the lesser of: The actual amount charged by the provider; The negotiated rate; or The charge which would have been made by the provider (Physician, Hospital, etc) for a comparable service or supply made by other providers in the same Geographic Area, as reasonable determined by Us for the same service or supply. Usual, Reasonable and Customary Charges, Fees or Expenses as used in the Plan Document to describe expense will be considered to mean the percentile of the payment system in effect at Plan Document issue as shown on the Schedule of Benefits.

We, Our, Us means Brit Syndicates Limited on behalf of Syndicate 2987 at Lloyd's.

You, Your, Yours, He or She means the Plan Participant who meets the eligibility requirements of the Plan Document and whose insurance under the Plan Document is in force.

DESCRIPTION OF BENEFITS

Accidental Death and Dismemberment (AD&D)

If within 1 year after the date of the **Accident or Injury**, the Plan Participant's **Injury** results in death or dismemberment, this Plan provides the following benefits for loss of:

<u>Description of Loss</u>	<u>Indemnity</u>
Life:	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes or One Hand and One Foot or Either Hand or Foot and Sight of One Eye:	Principal Sum
Speech and Hearing in both Ears:	Principal Sum
Speech or Hearing in both Ears:	One-Half the Principal Sum
Either Hand or Foot or Sight of One Eye:	One-Half the Principal Sum
Thumb and index finger of same hand:	One-Quarter of the Principal Sum

*The amount of the Principal Sum is \$100,000 unless the **Enhanced AD&D Benefit** is purchased.*

NOTE: For children under age 18, Accidental Death and Dismemberment is limited to \$25,000 per person.

Exposure To The Elements Or Disappearance

Subject to all other terms and conditions of the Plan Document, We will:

- 1) Pay the applicable benefit under **Benefits For Accidental Death And Dismemberment** for a Plan Participant's loss specified therein, which results from unavoidable exposure to the elements or disappearance due to:
 - a) The forced landing; stranding; sinking; or wrecking of a vehicle in which a Plan Participant was traveling; and
 - b) Such Occurrence occurs from an Accident for which the Plan Document provides coverage; or
- 2) Presume that a Plan Participant has died if:
 - a) A vehicle in which he is traveling disappears; sinks; is stranded; or is wrecked; as a result of an Accident for which the Plan Document provides coverage; and
 - b) His body is not found within one year of the Occurrence the of (2)(a) above.

Enhanced AD&D Benefit (If Benefit Purchased) - The Principal Sum is increased from \$100,000 to the selected amount not to exceed \$1,000,000 of coverage. The Enhanced AD&D **Benefit** is not available to children under 18 years of age.

Designation Or Change Of Beneficiary

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

- 1) Beneficiaries designated in writing by the Plan Participant for the Plan Document on file with the Participation Organization, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Participation Organization, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
 - a) a Plan Participant's lawful spouse, if not legally separated or divorced, or Domestic Partner or Civil Union Partner;
 - b) a Plan Participant's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Plan Participant has or had legal guardianship (proof will be required); or c) a Plan Participant's parents, whether natural, step or adoptive; or
 - d) a Plan Participant's Sisters or Brothers, otherwise.
- 4) The estate of the Plan Participant.

Paralysis Benefit - If the **Accident or Injury** renders a Plan Participant Paralyzed within 365 days of the date of the **Injury**, in any one of the types of paralysis specified below, The **Company** will pay up to a maximum of \$25,000 as follows:

<u>Type of Paralysis (Loss)</u>	<u>Indemnity</u>
Quadriplegia.....	\$25,000
Paraplegia.....	\$18,750
Hemiplegia.....	\$12,500
Uniplegia.....	\$6,250

Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs.

Paraplegia means the complete and irreversible paralysis of both lower limbs.

Hemiplegia means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.

Uniplegia means the complete and irreversible paralysis of one limb (Limb means entire arm or entire leg).

If the Plan Participant suffers more than one type of paralysis as a result of the same accident, only one amount, the largest, will be paid.

Coma Benefit - If a covered Injury renders a Plan Participant **Comatose** within 90 days of the date of the accident that caused the Injury, and if the **Coma** continues for a period of 30 consecutive days, The **Company** will pay a monthly benefit of \$250. No benefit is provided for the first 30 days of the **Coma**. The benefit is payable monthly as long as the Plan Participant remains **Comatose** due to that Injury, but ceases on the earliest of

- 1) the date the Plan Participant ceases to be **Comatose** due to the Injury;
- 2) the date the Plan Participant dies;
- 3) the date the total amount of monthly Coma Benefit paid for all Injuries caused by the same accident equals \$25,000.

The **Company** will pay benefits calculated at a rate of 1/30 of the monthly benefit for each day for which The **Company** is liable when the Plan Participant is **Comatose** for less than a full month. Only one benefit is provided for any one month of Coma, regardless of the number of Injuries causing the Coma. The **Company** reserves the right, at the end of the first 30 consecutive days of **Coma** and as often as it may reasonably require thereafter, to determine on the basis of all the facts and circumstances, that the Plan Participant is **Comatose**, including but not limited to, requiring an independent medical examination provided at the Expense of The **Company**.

Seat Belt and Airbag Benefit - We will pay benefits of \$25,000 when the Plan Participant suffers Accidental Death or Dismemberment or Coma or Paralysis which benefits are payable and if the accident occurs while the Plan Participant is operating, or riding in a Private Passenger Car and: 1) The car is equipped with seat belts; (2) The seat belt was in actual use and properly fastened and properly installed by a factory authorized dealer (2) the Plan Participant was positioned in a seat protected by a properly functioning supplemental restraint system (airbags), properly installed by a factory authorized dealer that inflates on impact. Verification of the actual use of the seat belt at the time of the Accident, and that the supplemental restraint system inflated properly upon impact must be part of an official report of the accident or be certified in writing by the investigating officer(s). This benefit is in addition to any other benefit of the plan.

In the case of a child, seat belt means a child restraint device, approved by the National Highway Traffic Safety Administration, which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the Accident.

"Private Passenger Car" means a validly registered four-wheel private passenger car, station wagon, jeep, pick-up truck, and van-type car.

The Seat belt Benefit will not be paid for an Accident which occurs while the Plan Participant is participating in a race, speed or endurance test.

Felonious Assault Benefit - We will pay benefits of \$25,000 when the Plan Participant suffers from an Accidental Death or Dismemberment or Coma or Paralysis if the accident is a result of a Felonious Assault: 1) that is not a moving violation as defined under the applicable government motor vehicle laws; and 2) that is not an act of an Immediate Family Member, another Plan Participant or an individual who resides with the Plan Participant on a permanent basis. Only one benefit is payable for all losses as a result of the same Felonious Assault. This benefit is in addition to any other benefit of the program. "**Felonious Assault**" means: (1) An act of violence against the Plan Participant; or (2) An act which reasonably puts the Plan Participant in fear of physical violence to his person.

Home Alteration and Vehicle Modification - We will pay benefits when the Plan Participant suffers an Accidental Death or Dismemberment or Coma or Paralysis which benefit are payable as a result of; 1) the Plan Participant did not, prior to the date of the Accident causing such loss(es), require the use of a wheelchair to be ambulatory; and 2) as a direct result of such loss(es) is now required to use a wheelchair to be ambulatory. **Covered Home Alteration And Vehicle Modification Expenses** As used in this provision, means one-time Expenses that: 1) are charged for: (a) alterations to the Plan Participant's residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person; or (b) modifications to a motor vehicle owned or leased by the Plan Participant or modifications to a motor vehicle newly purchased for the Plan Participant that are necessary to make the vehicle accessible to and/or drivable by the Plan Participant; and 2) do not include charges that would not have been made if no insurance existed; and 3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the Loss is incurred; but only if the alterations to the Plan Participant's residence and the modifications to his or her motor vehicle are: 1) made on behalf of the Plan Participant; 2) recommended by a nationally-recognized organization providing support and assistance to wheelchair users; 3) carried out by individuals experienced in such alterations and modifications; and 4) in compliance with any applicable laws or requirements for approval by the appropriate government authorities.

ADDITIONAL BENEFITS (If Rider is Purchased)

Emergency Medical Evacuation, Emergency Medical Repatriation And Return Of Mortal Remains Expense Benefit When You suffer loss of life for any reason or incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits subject to pre-approval from the Program Medical Advisor.

- 1) **Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.
- 2) **Emergency Medical Repatriation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred within **90** days from the date of the Covered Loss, will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
 - a) one-way Economy Transportation;
 - b) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
 - c) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.
- 3) **Return of Mortal Remains:** In the event of Your death during a Trip, the expense incurred within 30 days from the date of the Covered Loss will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial as approved, in writing, by the authorized travel assistance company.

Emergency Political Evacuation/Repatriation (Included with the purchase of the Emergency Medical Evacuation, Emergency Medical Repatriation And Return Of Mortal Remains Expense Benefit) - If the Plan Participant requires emergency evacuation or return of deceased remains due to the following reasons, which places him/her in imminent bodily harm as determined by the travel assistance company security personnel, in accordance with local and U.S. authorities, the travel assistance company security shall arrange, and the company will pay for Plan Participant's transportation to the nearest safe location. 1) Officials of the foreign country or the embassy of the country with which the Plan Participant is a national has issued for reasons other than medical, a recommendation that categories of persons which include the Plan Participant should leave the foreign country; and/or 2) Plan Participant is being expelled or declared persona non grata on the written authority of the recognized government of the foreign country; and/or 3) The Political and military events in the foreign country have created a situation in which the Plan Participant is in danger of imminent bodily harm to the extent that the Plan Participant must be removed from the foreign country; **AND** The Plan Participant cannot obtain commercial transportation to the nearest safe location within a time period which will enable the Plan Participant to leave the foreign country in time to avert imminent bodily harm or to comply with the time allowed to leave the foreign country pursuant to the orders of the recognized government of that foreign country. The Plan Participant must contact the travel assistance company to arrange transportation to the nearest safe location. The method of transportation will be as deemed most appropriate to ensure his/her safety. If evacuation becomes impractical due to hostile or dangerous conditions, the travel assistance company security will maintain contact with and advise Plan Participant until evacuation becomes viable or the political or social upheaval has resolved. The travel assistance company cannot be held responsible for failure to provide services or for delays caused by strikes or other conditions beyond its control including, but not limited to, flight conditions, or where rendering of services is prohibited by local laws or regulatory agencies.

No Benefit shall be payable if there is a U.S. Department of State Level 4 travel Advisory/Warning in effect within 30 days prior to the Plan Participant date of arrival in the host country.

Should commercial flights be available, but transportation to the airport will place the Plan Participant in imminent bodily harm, the travel assistance company security shall arrange and pay for his/her secure transport to the airport. Airfare change fees are the responsibility of the Plan Participant once he/she reaches an airport where normal commercial flight is available.

Natural Disaster Evacuation/Repatriation (Included with the purchase of the Emergency Medical Evacuation, Emergency Medical Repatriation And Return Of Mortal Remains Expense Benefit) - If the Plan Participant requires emergency evacuation or return of deceased remains due to a Natural Disaster, which makes his/her location uninhabitable, or, your location in the Host Country is deemed uninhabitable by the travel assistance company security personnel, the travel assistance company security will arrange and the Company will pay for evacuation from a safe departure point to the nearest safe location for the following reasons: **1)** Officials of the foreign country or the embassy of the country with which the Plan Participant is a national has issued for reasons due to the natural disaster situation, a recommendation that categories of persons which include the Plan Participant should leave the foreign country; **AND** A Plan Participant cannot obtain commercial transportation to the nearest safe location within a time period which will enable the Plan Participant to leave the foreign country in time to avert imminent bodily harm or to comply with the time allowed to leave the foreign country pursuant to the orders of the recognized government of that foreign country. The Plan Participant must contact the travel assistance company as soon as possible after his/her Host Country issues the official disaster declaration, as

delays may make safe transportation impossible. The method of transportation will be as deemed most appropriate to ensure the Plan Participant's safety. If evacuation becomes impractical due to hostile or dangerous conditions, the travel assistance company will maintain contact with and advise the Plan Participant until evacuation becomes viable or the natural disaster situation has been resolved. Should commercial flights be available, but transportation to the airport will place the Plan Participant in imminent bodily harm, the travel assistance company shall arrange and pay for his/her secure transport to the airport. Airfare change fees are the responsibility of the Plan Participant once he/she reaches an airport where normal commercial flight is available. The Evacuation must occur within 14 days of any covered event. Benefits are only payable for arrangements made by the authorized travel assistance company. The travel assistance company shall arrange and the company will pay up to \$100 per day up to a maximum of five (5) days for reasonable expenses related to lodging if the Plan Participant is delayed at a safe haven. The travel assistance company shall also arrange and the company will pay for one-way economy airfare to return the Plan Participant to his/her Home Country following an Evacuation. Economy airfare and lodging costs shall not exceed a combined single limit of \$5,000.

No Benefit shall be payable if there is a U.S. Department of State Level 4 travel Advisory/Warning in effect within 30 days prior to the Plan Participant date of arrival in the host country.

Travel Assistant's Company must make all arrangements for the Plan Participant. Services rendered without the travel assistant company's coordination and approval is not covered. No claims for reimbursement will be accepted. If the Plan Participant is able to leave their host country by normal means, such as changing a commercial airline ticket, the travel assistant company will assist in rebooking flights or other transportation. Expenses for non-emergency transportation are the responsibility of the Plan Participant

Emergency Evacuation Exclusions: We do not cover:

- 1) loss or expense for a Non-Medical Emergency Evacuation covered reason which took place in an Excluded Country;
- 2) loss or expense recoverable under any other insurance or through an employer;
- 3) loss or expense arising from or attributable to:
 - (a) fraudulent or criminal acts committed or attempted by You;
 - (b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent, or
 - (c) failure to maintain required documents or visas;
- 4) loss or expense arising from or attributable to:
 - (a) debt, insolvency, business or commercial failure;
 - (b) the repossession of any property; or
 - (c) Your non-compliance with a contract, license or permit;
- 5) loss or expense arising from or due to liability assumed by You under any contract.

These benefits will not duplicate any other benefits payable under the Policy

Return Of Minor Child Benefit (Included with the purchase of the Emergency Medical Evacuation, Emergency Medical Repatriation And Return Of Mortal Remains Expense Benefit) Should the Plan Participant be traveling alone with a Minor Child(ren) and is hospitalized because of a covered Sickness or Injury and the Minor Child(ren) are left unattended, The Company will arrange and pay for one way economy fares to their current Home Country. These arrangements will be made at no cost to the Plan Participant. Meals and lodging are the responsibility of the Plan Participant. If an attendant/escort is necessary to ensure the safety and welfare of Minor Child(ren), The Company will arrange and pay for these services as stated in the Schedule of Benefits. All transportation in connection with a Return of Minor Child(ren) must be pre-approved and arranged by an assistance company representative appointed by the Company.

Emergency Medical Reunion Benefit (Included with the purchase of the Emergency Medical Evacuation, Emergency Medical Repatriation And Return Of Mortal Remains Expense Benefit) When a Plan Participant is traveling alone and is hospitalized for more than 5 days, the Company will arrange and pay for round-trip economy-class transportation for one individual selected by the Plan Participant from the Plan Participant's Home Country to the location where the Plan Participant is hospitalized and return to the current Home Country. The benefits payable will include: If the Plan Participant is eligible for a covered Emergency Medical Evacuation or Repatriation under this Plan Document and the assistance company representative, appointed by the Company, and the attending Physician determines that Medical Emergency Evacuation or Repatriation is necessary and prudent for the Plan Participant, the Company will arrange and pay for round trip economy-class transportation for one individual selected by the Plan Participant, from the Plan Participant's current Home Country to the location where the Plan Participant is hospitalized and return to the current Home Country. The benefits payable will include: 1. The cost of a round trip economy air fare up to the maximum stated in the Schedule of Benefits; 2. Reasonable travel and accommodation expenses incurred in relation to the Emergency Medical Reunion up to the maximum stated in the Schedule of Benefits; The period of Emergency Medical Reunion is not to exceed 10 days, including travel.

All transportation in connection with an Emergency Medical Reunion must be pre-approved and arranged by the assistance company representative appointed by the Company.

War Risk Rider (If Rider is Purchased)- any Exclusion under the Plan Document for “declared or undeclared war or any act thereof” is waived for a Plan Participant’s loss caused in whole or in part by, or resulting in whole or in part from, declared or undeclared war or any act thereof, subject to the following restriction: The waiver only applies with respect to accidents that occur within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of a Designated War Risk Territory. War Risk Coverage ends on the earliest of: 1) the date the Plan Document terminates; or 2) the date specified in the Company’s written notice to the Plan Participant of the Company’s intent to terminate War Risk Coverage (or 10 days after the date the written notice is received by the Plan Participant, if later). Termination of War Risk Coverage will not affect a claim for a covered loss that occurred while War Risk Coverage was in effect. Changes in Terms and Conditions: The terms and conditions of War Risk Coverage, may be changed at any time to reflect conditions that, in the opinion of the Company, constitute a change in the war risk exposure of the Plan Participant. Coverage is Not available inside the United States or inside the Plan Participant Person’s Home Country.

War means any consequences, whether direct or indirect, invasion, act of foreign enemy, hostilities, or warlike operation (whether War be declared or not), “armed conflict” by military forces, civil war, mutiny, military or usurped power, martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege.

Athletic Sports & Hazardous Activity Rider (If Rider is Purchased) - **Athletic Sports & Hazardous Activity Rider** - provides coverage if Your Injury or Illness results from the below enumerated Athletic Sports & Hazardous activities.

NOTE: Any Athletic Sport & Hazardous Activity not expressly covered hereunder is excluded from this policy unless the activity is approved by the company prior to purchase or the activity is non-contact and engaged in by You solely for leisure, recreation, entertainment, or fitness purposes only. **Table 1: For the below listed Hazardous Activities** under this rider, the Benefit is for any

Covered Injury or Illness resulting from: **Low Option:** BMX; Bobsledding; Bungee Jumping; Canoeing/Kayaking; Canopying; Cave tubing; Hang Gliding; Horseback Riding; Hot Air Ballooning; Jet Skiing; Martial Arts/Karate (Non-competitive); Motor Scooter; Motorcycling; Mountain Biking; Piloting any Non-commercial Aircraft; Safari; Scuba Diving (Not to exceed 30 feet, Resort Course or equivalent required); Snow Skiing (Recreational); Snowboarding (Recreational); Snowmobiling; Spelunking/Caving; Surfing (Recreational); Trekking (Not exceeding Class IV Difficulty on Yosemite Decimal System); Wakeboarding; Water skiing; Whitewater Rafting (Class I through V rapids); Wind Surfing; Zip Lining. **Middle Option:** Aerial Photograph (Use of proper restraints required); BMX (Racing or Competitive); Flying in any chartered/leased aircraft or helicopter; Heli-skiing; High Diving; Hot Air Ballooning (As a pilot); Mountain Climbing (14,000 ft. & below - Ropes & proper safety equipment required); Parachuting; Paragliding; Parasailing; Parascending; Rock Climbing (Ropes & proper safety equipment required); Scuba Diving (Below 30 feet, PADI/NAUI Certification required, or insured must be accompanied by a certified diving instructor); Skydiving; Snow Skiing Off-Piste. **High Option:** Big Game Hunting (Use of Firearms); Diving with Sharks; Mountain Climbing (14,000 ft. & above - Ropes, proper safety equipment & certified guide required); Running with the Bulls; Security Detail (use of firearms). **Table 2: For the below listed Intercollegiate, Interscholastic Athletics, Club Sports, and Organized Amateur Sports.** **Low Option:** Ballet; Baseball; Cheerleading; Cross Country; Diving; Equestrian; Fencing; Field Hockey; Golf; Polo (Horse); Polo (Water); Rowing; Softball; Surfing; Swimming; Tennis; Track & Field; Volleyball. **Middle Option:** Basketball; Competitive Cycling (Road, Track, CX); Ice Hockey; Inline Skating (Helmet & Proper Equipment Required); Lacrosse; Martial Arts/Karate; Modern Pentathlon; Skiing (Slalom, Giant Slalom, Downhill); Ski Jumping; Wrestling. **High Option:** Football (No Division One); Gymnastics; Rugby (No Division One); Soccer.

EXCLUSIONS AND LIMITATIONS

The Plan Document does not cover any loss resulting from any of the following unless otherwise covered under the Plan Document by Additional Benefits:

- 1) Suicide, attempted suicide (including drug overdose) self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane;
- 2) War or any act of war, declared or undeclared; Unless War Risk Rider is purchased;
- 3) Any Covered Loss which occurs while the Plan Participant is on Active Duty Service in any Armed Forces, National Guard, military, naval or air service or organized reserve corps;
- 4) Any Covered Loss sustained while in the service of the armed forces of any country. When the Plan Participant enters the armed forces of any country, We will refund the unearned pro rata premium upon request;
- 5) Voluntary, active participation in a riot or insurrection;
- 6) Medical expenses resulting from a motor vehicle accident in excess of that which is payable under any other valid and collectible insurance;
- 7) Medical Treatment related to organ transplants, whether as donor or recipient; this includes expenses incurred for the evaluation process, the transplant surgery, post operative treatment, and expenses incurred in obtaining, storing or transporting a donor organ. In relation to a bone marrow or stem cell transplant this exclusion would include harvesting & mobilization charges;
- 8) For any Covered Losses resulting from the Plan Participant's intoxication or use of illegal drugs or any drugs or medication that is intentionally not taken in the dosage recommended by the manufacturer or for the purpose prescribed by the Plan Participant's Physician;

- 9) Commission or attempt to commit an assault or felony, or that occurs while being engaged in an illegal occupation;
- 10) Eligible Expenses for which the Plan Participant would not be responsible in the absence of the Policy;
- 11) Charges which are in excess of Usual, Reasonable and Customary charges;
- 12) Charges that are not Medically Necessary;
- 13) Charges provided at no cost to the Plan Participant;
- 14) Expenses incurred for treatment while in Your Home Country;
- 15) Expenses incurred for an Accident or Injury or Sickness after the Benefit Period shown in the Schedule of Benefits or incurred after the termination date of coverage;
- 16) Regular health checkups; routine physical, immunizations or other examination where there are no objective indications or impairment in normal health;
- 17) Services or treatment rendered by a Physician, Registered Nurse or any other person who is employed or retained by the Policyholder; or an Immediate Family member of the Plan Participant;
- 18) Any Covered Loss paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in an occupation for monetary gain from sources other than the Policyholder;
- 19) Benefits for enrolling solely for the purpose of obtaining medical treatment, while on a waiting list for a specific treatment, or while traveling against the advice of a Physician;
- 20) Aggravation or re-injury of a prior Injury that the Plan Participant suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Plan Participant's Physician;
- 21) Pre-existing conditions; (This exclusion does not apply to Emergency Evacuation/Repatriation or Return of Mortal Remains);
- 22) Treatment of a hernia, including sports hernia, whether or not caused by a Covered Accident;
- 23) Pregnancy or childbirth, elective abortion; elective cesarean section; or any complications of any of these conditions; pregnancy or childbirth of a dependent when dependent child of an Plan Participant;
- 24) Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident or emergency pain relief treatment to natural teeth while the Plan Participant is covered under the Policy, and rendered within 6 months of the Accident;
- 25) Private-duty nursing services;
- 26) The cost of the Plan Participant's unused airline ticket for the transportation back to the Plan Participant's Home Country, where an Emergency Medical Evacuation or Repatriation and/or Return of Mortal Remains benefit is provided;
- 27) Expenses payable under any prior policy which was in force for the person making the claim;
- 28) For the cost of a one way airplane ticket used in the transportation back to the Insured's country where an air ambulance benefit is provided and medically necessary;
- 29) Treatment paid for or furnished under any other individual or group policy, or other service or medical prepayment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government program or facility set up for the treatment without cost to any individual;
- 30) Travel in or upon:
 - (a) A snowmobile;
 - (b) A water jet ski;
 - (c) Any two or three wheeled motor vehicle, other than a motorcycle registered for on-road travel;
 - (d) Any off-road motorized vehicle not requiring licensing as a motor vehicle;when used for recreation or competition. Unless the Hazardous Activity Benefit is purchased.
- 31) Injury sustained while taking part in: mountaineering; hang gliding; parachuting; bungee jumping; racing by horse, motor vehicle or motorcycle; snowmobiling; motorcycle/motor scooter riding; scuba diving, involving underwater breathing apparatus, water skiing; snow skiing; spelunking; parasailing; white water rafting; surfing, unless part of a school credit course; and snowboarding. Unless the Hazardous Activity Benefit is purchased.
- 32) Practice or play in any amateur, club, intramural, interscholastic, intercollegiate, sports contest or competition. Unless Athletic Sports Rider is purchased.
- 33) Practice or play in any professional or semiprofessional sports contest or competition;
- 34) Rest cures or custodial care;
- 35) Treatment of Mental and Nervous Disorders;
- 36) Elective or Cosmetic surgery and Elective Treatment or treatment for congenital anomalies (except as specifically provided), except for reconstructive surgery on a diseased or injured part of the body (Correction of a deviated nasal septum is considered cosmetic surgery unless it results from a covered Injury or Sickness);
- 37) Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - a) While riding as a passenger in any Aircraft not intended or licensed for the transportation of passengers; or
 - b) While being used for any test or experimental purpose; or
 - c) While piloting, operating, learning to operate or serving as a member of the crew thereof; or
 - d) while traveling in any such Aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Plan Participant or any member of his household.
 - e) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
 - f) An ultra light, hang-gliding, parachuting or bungi-cord jumping; Unless the Hazardous Activity Benefit is purchased.Except as a fare paying passenger on a regularly scheduled commercial airline or as a passenger in a non-scheduled, private aircraft used for business or pleasure purposes.

- 38) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
- 39) Plan Participant being exposed to the Utilisation of nuclear, chemical or biological weapons of mass destruction.

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

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

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

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

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

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

CLAIM PAYMENT / CLAIMS ADMINISTRATOR

Mail claims with original receipts and completed claim form to:

**Global Claims Administration / 3195 Linwood Avenue, Suite 201; Cincinnati OH 45208
Inside US and Canada 800-513-2981, Outside US and Canada 513-533-1330
9am – 5pm Eastern Standard Time Monday through Friday**

Notice of Claim - Written notice of claim must be given to the **Company** within 60 days after the occurrence or commencement of any Disablement covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the **Company** or to any authorized agent of the **Company**, with information sufficient to identify the Plan Participant Person will be deemed notice to the **Company**.

Claim Forms - The **Company**, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Plan by submitting, within the time fixed in this Plan for filing proofs of loss, written proof showing the occurrence, nature and extent of the loss for which claim is made. Claim forms can be obtained by calling 800-513-2981 or online at www.globalunderwriters.com. One claim form is needed for each **Injury** or **Sickness** for which a claim is being made.

Proofs of Loss - Written proof of loss must be furnished to the **Company** at its said office in case of claim for loss for which this plan provides any periodic payment contingent upon continuing loss within 90 days after termination of each period for which The **Company** is liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish proof within the time required shall not invalidate nor reduce any claim if it is not reasonably possible to give proof within such time, provided proof is furnished as soon as reasonably possible.

Time of Payment of Claims - Indemnities payable under the plan for any loss other than loss for which the plan provides any periodic will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which the plan provides periodic payment will be paid at the expiration of each four weeks during the continuance of the period for which The **Company** is liable, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

Payment of Claims - Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity will be payable to your estate. If any indemnity of the Plan will be payable to a minor or otherwise not competent to give a valid release, the plan will pay such indemnity, up to an amount not exceeding \$1,000, to any Relative by blood or connection by marriage of you who is deemed to be equitably thereto. Any payment made by the Plan in good faith pursuant to this provision will fully discharge the Plan to the extent of such payment. Subject to any written direction by you or a portion of any indemnities provided by this Plan on account of Hospital, nursing, medical or Surgical service may, at the Plan's option and unless you request otherwise in writing not later than the time for filing proof of such loss, be paid directly to the Hospital or person rendering such services, but is not required the service be rendered by a particular Hospital or person.

Subrogation - To the extent the Plan pays for a loss suffered by **You**, the Plan will take over the rights and remedies **You** had relating to the loss. This is known as subrogation. **You** must help the Plan to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Plan may reasonably require. If this Plan takes over **Your** rights, **You** must sign an appropriate subrogation form supplied to **You**.

Monetary Limits - The monetary limits stated in this Plan and the plan cost will be in U.S. dollars. For service outside of the territorial limits of the United States, the exchange rate date used to determine the amount of U.S. dollars to be paid is the exchange rate effective for the date the claims expense was incurred.

Renewal - Coverage under this Plan is not renewable. If additional coverage time is needed, a new application must be completed and correct Premium submitted to Global Underwriters Agency. A new **Deductible, Coinsurance, and Pre-existing Condition** Exclusion will apply at each succeeding or subsequent Period of Coverage.

Refund of Premium - Less a \$25 processing fee, will be considered only when written request is received by Global Underwriters prior to the Effective Date of Individual coverage. After the Effective Date of Individual coverage, premium is considered fully earned and non-refundable. Partial refunds are not available.

Disclaimer - Please keep this as a general summary of the insurance as specified in the Plan Document issued to and on file at Global Underwriters Inc. The Plan Document contains a complete description of all of the terms and conditions including: the benefits, provisions, exclusions of the insurance plan as underwritten by the **Company**. The Plan Document will prevail in the event of any discrepancy between this summary and the Plan Document.

WORLD WIDE ASSISTANCE SERVICES*

Provided by AXA Assistance USA

Within the US and Canada: 888-647-3105

Anywhere in the World: 630-766-7731 (collect)

- Open 24 hours / 7 days a week
- Assists when you need to be evacuated or repatriated
- Locates local facilities/hospitals
- Multilingual personnel
- Help with emergency situations
- Medical personnel on staff

***This is not an insurance benefit**