



**SIRIUS**  
INTERNATIONAL



# Certificate of Insurance

## BETA Enhanced

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**A. AGREEMENT** - Sirius International Insurance Corporation (publ) (the Company) promises and agrees to provide the Insured Person with the benefits described in the Master Policy, as outlined herein and coverage for which is certified hereunder by the Company. The Company makes this promise and agreement in consideration of the Assured's application, the Insured Person's Application and payment of Premium, and subject to all of the Terms of the Master Policy and as contained therein, including any Riders. The Master Policy is effective as of January 01, 2008, and shall remain in effect until terminated in accordance with Section B(17), below. This Certificate shall be effective as of the Effective Date of Coverage shown on the Declaration, and shall remain in effect until terminated in accordance with Section B(18), below. The Company hereby recognizes International Medical Group®, Inc., as the Company's authorized agent and representative, and as the Plan Administrator of the Master Policy and this Certificate. Subject to the provisions of Section B(6), below, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate should be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company.

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

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

(2) **PREMIUM** - Payment of required Premium shall be remitted to the Company on or before the Effective Date of Coverage.

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

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

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

**(4) APPEALING A CLAIM** - In the event the Company denies all or part of a claim, the Insured Person shall have ninety (90) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address to file a written appeal with the Company. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review as set forth in Section B(22), and will respond in writing as soon as reasonably practicable, and in any event within ninety (90) days from receipt thereof.

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

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

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

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

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

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

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

**(9) SUBROGATION CLAUSE** - The Insured Person shall undertake to pursue in his/her own name and stead, and to fully cooperate with the Company in the pursuit and prosecution of, any and all valid claims that the Insured Person may have against

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

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

**(11) CANCELLATION BY INSURED PERSON** - The Insured Person may request cancellation of the Declaration and this Certificate, and full return of Premium, by giving the Company written notice thereof prior to the Effective Date of Coverage, whereupon all coverages and benefits under this insurance shall be cancelled, void and without effect. After the Effective Date of Coverage, the Premium is fully earned and is non-refundable.

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

**(13) COOPERATION** - The Insured Person and his/her Physicians, Hospitals and other healthcare and medical service providers and suppliers shall undertake to cooperate fully with the Company and the Plan Administrator in reviewing, investigating, adjudicating, considering an appeal of, and/or administering any claim for benefits under this insurance, including granting full right of access to all relevant or related medical documentation, medical histories, reports, lab or test results, x-rays, and all other available evidence relating to or affecting the review, investigation, adjudication or administration of the claim. The Company at its option may suspend or pend adjudication of a claim, and/or may deny benefits and/or coverage for a claim, when there has been: (i) a refusal to so cooperate, (ii) an unreasonable delay in such cooperation, and/or (iii) any other act or omission on the part of the Insured Person and/or his/her healthcare providers which hinders, delays, impairs, or otherwise prejudices the performance of the Company's obligations under this insurance.

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

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

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

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

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

- (a) the next day following the end of the coverage period for which Premium has been fully and timely paid; or
- (b) the termination date as shown on the Declaration for this Certificate; or
- (c) the date the Master Policy is terminated pursuant to Section B(17), above; or
- (d) the date the Insured Person returns to his/her Home Country;
- (e) the date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in Section D of this Certificate; or
- (f) the date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances set forth in Sections B(7) or B(15), above, or B(20), below.

Coverage for the Insured Person shall remain in full force and effect unless terminated pursuant to the provisions of this Section B(18), except as otherwise provided in the Master Policy, the Declaration, or this Certificate.

**(19) PATIENT ADVOCACY** - Neither the Company nor the Plan Administrator shall have any right, obligation, or authority of any kind to ultimately select Physicians, Hospitals, or other healthcare or health service providers for the Insured Person or to make any medical Treatment decisions for or on behalf of the Insured Person, and all such decisions shall be made solely and exclusively by the Insured Person and/or his/her guardians, family members and treating Physicians and other healthcare providers. Subject to the foregoing, the Company may determine that a particular claim, benefit, Treatment, or diagnosis occurring under or relating to this insurance may be placed under the Company's "Patient Advocacy" program to ensure that Medically Necessary Treatment and supplies are provided in the most cost effective manner. In the event the Company determines that a claim, benefit, Treatment, or diagnosis meets the Company's Patient Advocacy program guidelines, the Company will notify the Insured Person as soon as reasonably practicable, and a Patient Advocate will be assigned to the Insured Person. Thereafter, the Company's Patient Advocate may make evaluations and/or recommendations of Treatment settings and/or procedures and/or supplies that may be more cost effective for the Company and/or the Insured Person. Such recommendations will be made with input from the Insured Person and/or the Insured Person's guardians, family members and treating Physicians and other healthcare providers, and will be made only when it can be reasonably demonstrated that the Medically Necessary Treatment and/or supplies can be provided in a more cost effective manner to the Company and/or the Insured Person. The Company will use its best efforts to evaluate and recommend Treatment settings and/or procedures and/or supplies that can reasonably be expected to result in the same or better care of the Insured Person. The Insured Person is under no obligation to accept or follow any of the Company's recommendations.

However, if the Insured Person accepts and follows any of the Company's recommendations, the Insured Person agrees to hold the Company and the Company's agents and representatives, including the Patient Advocate, harmless from same, and the Company shall not be held liable or otherwise responsible for any Treatment or supply provided to the Insured Person except for the payment of claims and benefits eligible for coverage under the Terms of this insurance. After the Insured Person has been notified that the claim, Treatment, benefit or diagnosis meets the Company's Patient Advocacy program guidelines, the Company reserves the right, at its option and in its sole discretion without liability, to:

- (a) make payment for Treatment and/or supplies which, although not expressly covered under this insurance, may be beneficial to the Insured Person and cost effective to the Company; and/or
- (b) deny coverage and/or benefits for any charges, including Eligible Medical Expenses otherwise eligible for coverage but for the Terms of this Section, which exceed the amount the Company would have covered had the Insured Person accepted and followed the recommendations of the Patient Advocacy program.

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

- (a) all or part of the claim was not incurred by or paid by or on behalf of the Insured Person; or
- (b) the Insured Person or any member of the Insured Person's family, whether or not the family member is or was an insured person under this insurance plan, is repaid or is entitled to be repaid for all or part of the claim by Other Coverage or by or from a source other than the Company; or
- (c) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance; or
- (d) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance; or

(e) all or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider or supplier; or

(f) the Insured Person is not liable or responsible as a matter of law for all or part of a claim;

the Company shall have the right to a refund of and to recover the amount of overpayment from the Insured Person and/or the Hospital, Physician, or other provider of services or supplies, as the case may be. For overpayment of claims under subparagraphs B(20)(c) and (d), above, the amount of the refund and recovery shall be the difference between: (i) the amount actually paid by the Company; and (ii) the amount, if any, that should have been paid by the Company under the Terms of this insurance. For all other overpayments, the amount of the refund and recovery shall be the amount overpaid. If the Insured Person or the Hospital, Physician or other provider of services or supplies does not promptly make any such refund to the Company, the Company may, in addition to any other rights or remedies available to it (all of which are reserved): (i) reduce or deduct from the amount of any future claim that is otherwise eligible for coverage or payment under this insurance, to the full extent of the refund due to the Company; and/or (ii) cancel this Certificate and all further coverage of the Insured Person under the Master Policy by giving thirty (30) days advance written notice by mail to the Insured Person at his/her last known residence or mailing address, and offset against the amount of any pro-rata refund of Premium due the Insured Person to the full extent of the refund due to the Company.

**(21) RENEWABILITY** - Coverage under this Certificate is not renewable, reinstatable, or extendable.

**(22) EXPLANATION OR VERIFICATION OF BENEFITS** - In the event of any verbal or telephone inquiry, every attempt will be made to help the Insured Person and his/her healthcare providers and suppliers understand the status, scope and extent of available benefits and coverages under this insurance; provided, however, that no statement made by any agent, employee or representative of the Company or the Plan Administrator will be deemed or construed as an actionable representation, promise, or an estoppel, or will create any liability against the Company or the Plan Administrator or be deemed or construed to bind the Company or to modify, replace, waive, extend or amend any of the Terms of the Master Policy or this Certificate, unless expressly set forth in writing and signed by an authorized agent or representative of the Company. Actual eligibility determinations, benefit verifications, final coverage decisions and claim adjudications, and final payments and/or reimbursements of benefits or claims shall be determined and adjudicated only after or at the time a proper and complete Application and/or Proof of Claim is submitted (as the case may be), an opportunity for reasonable investigation and/or review is provided, cooperation required hereunder received, and all facts and supporting information, including relevant medical records when deemed necessary or appropriate by the Company, are presented in writing. Appealed claims may be further investigated and/or reviewed. The Terms of the Master Policy govern all available coverages and payments made or to be made. If a definite answer to a specific benefits or coverage question is required for any reason, the Insured Person or his/her healthcare providers may submit a written request to the Company, including all pertinent medical information and a statement from the attending Physician (if applicable), and a written reply will be sent by the Company and kept on file. If the Company elects to verify generally and/or preliminarily to a provider or the Insured Person that an Injury, Illness, diagnosis or proposed Treatment is or may be covered under this insurance, or that benefits for same are or may be available as outlined in this Certificate, any such verification of benefits does not guaranty either payment of benefits or the amount or eligibility of benefits. Final eligibility determinations, coverage decisions, claim appeals, and actual reimbursement or payment of claims or benefits are subject to all Terms of this insurance, including without limitation filing a proper and complete Proof of Claim under Section B(3) and cooperation under Section B(13).

**C. SCHEDULE OF BENEFITS/LIMITS** - Subject to the Terms of this insurance, including without limitation the Deductible and Coinsurance (unless otherwise expressly set forth to the contrary), the Exclusions set forth in Section M of the Master Policy and this Certificate, and the various limits and sub-limits set forth below, the Company promises to provide the Insured Person the following summary of benefits and coverages arising out of Injury or Illness incurred while this Certificate is in effect:

<b><u>Benefit/Other</u></b>	<b><u>Limit/Sub-limit</u></b>
<u>Accident Medical Maximum</u>	US\$2,500 per Period of Coverage
<u>Deductible</u>	\$100 per Injury
<u>Benefit Period</u>	6 months; see section M for definition
<u>Accidental Death &amp; Dismemberment</u>	US\$1,000. See section G for further terms.
<u>Common Carrier Accidental Death Benefit</u>	US\$5,000. See section H for further terms.
<u>Emergency Medical Evacuation</u>	Up to US\$100,000. All evacuations must be approved and coordinated by the Company. See section I for further terms.
<u>Return of Mortal Remains</u>	Up to US\$25,000. Must be approved and coordinated by the Company. See section J for further terms.
<u>Passport Replacement</u>	up to US\$250. See section K for further terms.

Political Evacuation  
And Repatriation

Limited to a US\$10,000 maximum. Must be approved in advance and coordinated by the Company. See section L for further Terms.

Natural Disaster Benefit

Up to US\$100 a day for a maximum of 5 days per Insured Person. Must be approved in advance and coordinated by the Company. See section M for further Terms.

Natural Disaster Evacuation

The Company will pay up to US\$2,500. See section N for further Terms.

**D. ELIGIBILITY** - In order to be eligible and qualified for coverage under this insurance, a person must:

- (1) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's spouse and/or Dependent Child; and
- (2) be at least 15 days old and not yet 65; and
- (3) have legally departed the Home Country and entered the Host Country; and
- (4) not be a citizen of the Host Country; and
- (5) pay the required Premium on or before the Effective Date of Coverage.
- (6) not traveling in a location, post, area, territory, or country for which the United States Department of State, Bureau of Consular Affairs issues a mandatory evacuation that becomes effective or is in effect within six (6) months prior to the Insured Person's date of arrival in said location, post, area, territory, or country.

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

**(1) SPECIFIC REQUIREMENTS** - The following Treatments and/or supplies must always be Pre-certified for Medical Necessity by the Company through the Plan Administrator:

- (a) Inpatient Treatment and/or supplies of any kind.
- (b) any Surgery or Surgical procedure.
- (c) any Treatment in an Extended Care Facility.
- (d) any Home Nursing Care.
- (e) Durable Medical Equipment.
- (f) artificial limbs.
- (g) Computerized Axial Tomography (CAT Scan).

(h) Magnetic Resonance Imaging (MRI).

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

(a) contact the Company through the Plan Administrator at the telephone numbers printed on the Insured Person's ID card, **as soon as possible before the Treatment or supply is to be obtained**, as follows:

Inside the United States: 1-800-628-4664  
Outside the United States: 1-317-655-4500 (Collect if necessary)  
E-mail: [acm@imglobal.com](mailto:acm@imglobal.com)  
Website: [www.akesocare.com/precertification](http://www.akesocare.com/precertification); and

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

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

**(3) LOSS OF COVERAGE/BENEFITS FOR NON-COMPLIANCE WITH PRE-NOTIFICATION REQUIREMENTS** - If the Insured Person or his/her healthcare providers do not comply with the foregoing Pre-notification requirements, all Eligible Medical Expenses incurred with respect to said Treatments and/or supplies will first be reduced by fifty percent (50%), the applicable Deductible will be subtracted from the reduced amount, the Coinsurance will then be applied to the remainder of the reduced amount as applicable, and further benefits, if any, will be available only for the remaining balance of the reduced amount thereafter.

**F. ELIGIBLE MEDICAL EXPENSES** - Subject to the Terms of this insurance, including without limitation the Deductible, Coinsurance, and the various limits and sub-limits set forth in the Schedule of Benefits/Limits contained in Section C, above, and the Exclusions set forth in Section M, below, the Company will reimburse the Insured Person for the following costs, charges and expenses ("Charges") incurred by the Insured Person during the Period of Coverage or any applicable Benefit Period with respect to an Injury suffered or sustained by the Insured Person during the Period of Coverage and while this Certificate is in effect, so long as the Charges are Usual, Reasonable and Customary and are incurred for Treatment or supplies that are Medically Necessary ("Eligible Medical Expenses"):

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

- (a) daily room and board and nursing services not to exceed the average semi-private room rate; and
- (b) daily room and board and nursing services in an Intensive Care Unit; and
- (c) use of operating, Treatment or recovery room; and
- (d) services and supplies which are routinely provided by the Hospital to persons for use while Inpatient; and
- (e) Emergency Treatment of an Injury resulting in Hospitalization.

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

**(3) Charges by a Physician for professional services rendered, including Surgery; provided, however, that charges by or for an assistant surgeon will be limited and covered at the rate of twenty percent (20%) of the Usual, Reasonable and Customary charge of the primary surgeon; and provided, further, that standby availability of a Physician or surgeon will not be deemed to be a professional service and is not eligible for coverage; and**

**(4) Charges incurred for:**

- (a) dressings, sutures, casts or other supplies that are Medically Necessary; and
- (b) diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, behavioral and educational testing are not included); and
- (c) oxygen and other gasses and their administration; and
- (d) anesthetics and their administration by a Physician; and
- (e) drugs which require prescription by a Physician for Treatment of Injury, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of ninety (90) days of any one prescription; and
- (f) Emergency local ambulance transport up to US\$350 necessarily incurred in connection with Injury resulting in Hospitalization; and

(g) Accident-related Dental Treatment and Dental Surgery, as necessary to restore or replace sound natural teeth lost or damaged in an Accident leading to an Injury that is covered under this insurance; and

(h) physical therapy up to US\$500 prescribed by a Physician and performed by a professional physical therapist, and necessarily incurred to continue recovery from a covered Injury; and

(i) Medically Necessary rental of Durable Medical Equipment, up to the purchase price.

**G. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

(1) Accidental Death - Subject to the Terms of this insurance, in the event of the Unexpected death of an Insured Person during the Period of Coverage as a result of an Injury that was suffered due to an Accident that occurred during the Period of Coverage, the Company will pay to the Insured Person's estate or to the Insured Person's designated beneficiary an Accidental Death benefit in the amount of \$1,000; provided, however, that such benefit will not be available or payable if the death resulted from a Pre-existing Condition as herein defined.

(2) Dismemberment - Subject to the Terms of this insurance, in the event of an Unexpected dismemberment/loss suffered by an Insured Person, as detailed below, as a result of a covered Accident during the Period of Coverage, the Company will pay to the Insured Person the applicable loss/dismemberment benefit as specified below provided that the death or dismemberment occurred within 365 days from the date of the accident.

<u>Loss</u>	<u>Benefit</u>
Sight of one Eye	\$500
One hand or one foot	\$500
One hand and the loss of sight of one eye	\$1,000
One foot and the loss of sight of one eye	\$1,000
One hand and one foot	\$1,000
Both hands or both feet	\$1,000
Sight of both eyes	\$1,000

The maximum benefit payable for all dismemberment or losses resulting from any one Accident or Injury shall not exceed \$1,000. The loss of a hand or foot means the complete severance at or above the wrist or ankle joint. The loss of sight means the entire and irrecoverable loss of sight.

The Accidental Death and Dismemberment benefits will be paid to the Insured Person or to the Insured Person's estate or designated beneficiary, as the case may be, upon proper application therefor.

**H. COMMON CARRIER ACCIDENTAL DEATH BENEFIT** - Subject to the Terms of this insurance, in the event of the Unexpected death of an Insured Person during the Period of Coverage as a result of an Injury that was suffered due to an Accident that occurred during the Period of Coverage and while the Insured Person was traveling on a Common Carrier, the Company will pay to the Insured Person's estate or to the Insured Person's designated beneficiary a Common Carrier Accidental Death benefit in the amount of \$5,000; provided, however, that such benefit will not be available or payable if the death resulted from a Pre-existing Condition as herein defined.

**I. EMERGENCY MEDICAL EVACUATION BENEFIT** - Subject to the applicable Maximum Limit set forth in the Schedule of Benefits/Limits set forth in Section C, above, and the other Terms of this insurance, including the Exclusions set forth in Section M and the Conditions and Restrictions set forth below, the Company will pay for the following transportation costs and expenses incurred by the Insured Person arising out of or in connection with an Emergency Medical Evacuation occurring while this Certificate is in effect and during the Period of Coverage:

(1) Emergency air transportation to a suitable airport nearest to the Hospital where the Insured Person will receive Treatment; and

(2) Emergency ground transportation necessarily preceding Emergency air transportation and from the destination airport to the Hospital where the Insured Person will receive Treatment; and

(3) Return ground and air transportation, upon medical release by the attending Physician, to the country where the evacuation initially occurred or to the Insured Person's Home Country, at the Insured Person's option.



**Conditions and Restrictions** - To be eligible for coverage for Emergency Medical Evacuation benefits the Insured Person must be in compliance with all Terms of this insurance. The Company will provide Emergency Medical Evacuation benefits only when the condition, Illness, Injury or occurrence giving rise to the Emergency Medical Evacuation is covered under the Terms of this insurance, subject to the provisions of subparagraph (f)(II), below. The Company will provide Emergency Medical Evacuation benefits only when all of the following conditions and restrictions are met:

- (a) Medically Necessary Treatment cannot be provided locally; and
- (b) Transportation by any other means or methods would result in loss of the Insured Person's life based upon a reasonable medical certainty; and
- (c) Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subparagraphs (a) and (b), above; and
- (d) Emergency Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person; and
- (e) Emergency Medical Evacuation is approved in advance and all arrangements are coordinated by the Company; and
- (f) the condition, Illness, Injury or occurrence giving rise to the need for the Emergency Medical Evacuation:

(I) occurred suddenly, Unexpectedly, and spontaneously, and without: (i) advance warning, (ii) advance Treatment, diagnosis or recommendation for Treatment by a Physician, and (iii) prior manifestation of symptoms or conditions which would have caused a reasonably prudent person to seek medical attention prior to the onset of the Emergency, and

(II) was not a Pre-existing Condition;

(g) The Company will pay for the above-described costs and expenses and will arrange Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary Treatment to prevent the Insured Person's loss of life. The Insured Person may select a different Hospital in his/her Home Country at his/her option, but in such event shall retain for the Insured Person's own account and responsibility all costs and expenses in excess of the amounts that would have been incurred to the nearest qualified Hospital. If a Hospital other than the nearest qualified Hospital is selected by the Insured Person, the attending physician, Insured Person, or a relative of the Insured Person shall certify to the Company the Insured Person's understanding and acknowledgement of such responsibility for excess costs and expenses in addition to the matters set forth in subsections (a) and (b) of the Conditions and Restrictions, above. In all cases the Company will make the necessary arrangements for the Emergency Medical Evacuation, and will use its best efforts to arrange with independent, third-party contractors any Emergency Medical Evacuation within the least amount of time reasonably possible. By acceptance of this Certificate and request for Emergency Medical Evacuation benefits hereunder, the Insured Person understands, acknowledges and agrees that the timeliness, duration, occurrences during, and outcome of an Emergency Medical Evacuation can be directly and indirectly affected by events and/or circumstances which are not within the supervision or control of the Company, including but not limited to: the availability, limitations, physical condition, reliability, maintenance and training schedules and procedures, and performance or non-performance of competent transportation equipment, supplies and/or staff of such third-party contractors; delays or restrictions on flights or other modes or means of transportation caused by mechanical problems, government officials, telecommunications problems, non-availability of routes, and/or other travel, geographical or weather conditions; and other acts of God and unforeseeable and/or uncontrollable occurrences. The Insured Person agrees to release and to hold the Company and its agents and representatives harmless from, and agrees that the Company and its agents and representatives shall not be held liable or responsible for, any delays, losses, damages, further injuries or illnesses, or any other claims that arise from or are caused in whole or in part by the acts or omissions of such independent third-party contractors or their agents, employees or representatives, or that arise from or are caused in whole or in part by any acts, omissions, events or circumstances that are not within the direct and immediate supervision and control of the Company and/or its authorized agents and representatives, including without limitation the events and circumstances set forth above.

**J. RETURN OF MORTAL REMAINS** - In the event of the death of the Insured Person during the Period of Coverage as a result of an Illness or Injury covered under this insurance while the Insured Person is outside of his/her Home Country, the Company will pay up to US \$25,000 for the costs and expenses incurred to return the Insured Person's Mortal Remains to his/her Home Country and thereafter to the place of burial or other final disposition (but not including any costs of burial or other disposition); provided, however, that the Company must coordinate and approve all costs and expenses related to the return of the Insured Person's Mortal Remains in advance as a condition to the availability of this benefit.

**K. PASSPORT REPLACEMENT** – This plan will reimburse expenses incurred in reporting, retrieving or replacing your lost or stolen passport during your Period of Coverage up to a maximum of US\$250.

**L. POLITICAL EVACUATION AND REPATRIATION** – If the United States Department of State, Bureau of Consular Affairs issues a travel advisory that becomes effective or is in effect on or after the Insured Person's date of arrival in the Host Country, the Company will pay up to US\$10,000 for transportation to the nearest place of safety or for repatriation to the Insured Person's home country or country of residence provided that:

- (1) The Insured Person contacts the Company within 10 days of the United States Department of State, Bureau of Consular affairs issues the travel advisory;

(2) Political Evacuation and Repatriation is approved and coordinated by the Company;

In no event will the Company pay for a Political Evacuation if there is a travel advisory in effect on or within six (6) months prior to the Insured Person's date of arrival in the Host Country. This coverage will provide the most appropriate and economical means of travel consistent under the circumstances with the Insured Person's health and safety.

**M. NATURAL DISASTER BENEFIT** – Subject to the limits set forth in the Schedule of Benefits/Limits, in the event of a Natural Disaster, as herein defined, that occurred during the Period of Coverage, the Company will pay the Insured Person up to US\$100 per day for a maximum of 5 days if the Insured Person is displaced from planned, paid accommodations due to an evacuation from forecasted Natural Disaster or following a Natural Disaster event. The evacuation must have been ordered by the responsible civil or military authorities governing the location of the predicted or actual Natural Disaster.

**N. Natural Disaster Evacuation Benefit** – Subject to the limits set forth in the Schedule of Benefits/Limits, in the even of a Natural Disaster, as herein defined, the Company will pay up to US\$2,500 for Evacuation from the Host Country for transportation to the nearest place of safety or for repatriation to the Insured Person's home country or country of residence, up the issuance of a mandatory evacuation order by the responsible civil or military authorities governing the location of the predicted or actual Natural Disaster. The Insured Person must be located in the direct area affected by such order and not just within the Host Country. This benefit will not be covered if travel to the Host Country occurred after the issuance of such evacuation order.

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

**(1) War; Military Action; Terrorism** - The Company shall not be liable for and will not provide coverage or benefits for any claim or Charges incurred with respect to any Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely

occasioned by, contributed to by, or traceable to or arising or incurred in connection with or as a result of any of the following acts or events (collectively, "Occurrences"):

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

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

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

**(3) Maternity and Newborn Care** - Charges for pre-natal care, delivery, post-natal care, and care of Newborns, including complications of Pregnancy, miscarriage, complications of delivery and/or complications of Newborns; and

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

**(5) Charges for any Treatment or supplies that are:**

- (a) not obtained or received by an Insured Person during the Period of Coverage; and/or
- (b) not presented to the Company for payment by way of a complete Proof of Claim within ninety (90) days of the date such Charges are incurred; and/or
- (c) expenses incurred in the Home Country
- (d) not administered or ordered by a Physician; and/or

- (e) not Medically Necessary; and/or
- (f) provided at no cost to the Insured Person or for which the Insured Person is not otherwise liable; and/or
- (g) in excess of Usual, Reasonable, and Customary; and/or
- (h) incurred by an Insured Person who was HIV + on or before the Effective Date of this insurance relating to or arising or resulting directly or indirectly from HIV, AIDS virus, AIDS related Illness, ARC Syndrome, AIDS and/or any other Illness arising or resulting from any complications or consequences of any of the foregoing conditions; whether or not the Insured Person had knowledge of his/her HIV status prior to the Effective Date, and whether or not the Charges are incurred in relation to or as a result of said status; and/or
- (i) provided by or at the direction or recommendation of a chiropractor; and/or
- (j) performed or provided by a Relative of the Insured Person; and/or
- (k) not expressly included as Eligible Medical Expenses as defined in Section H, above; and/or
- (l) provided by a person who resides or has resided with the Insured Person or in the Insured Person's home; and/or
- (m) required or recommended as a result of complications or consequences arising from or related to any Treatment, Illness, Injury, or supply excluded from coverage or which is otherwise not covered under this insurance; and
- (6)** Charges incurred for telephone consultations or due to a failure to keep a scheduled appointment; and
- (7)** Charges incurred for Surgeries or Treatment or supplies which are:
  - (a) Investigational, Experimental, or for Research Purposes, and/or
  - (b) related to genetic medicine or genetic testing, including without limitation amniocentesis, genetic screening, risk assessment, prevention and/or to determine pre-disposition, genetic counseling, and/or gene therapy; and
- (8)** Charges incurred while confined primarily to receive Custodial Care, Educational or Rehabilitative Care; and
- (9)** Charges incurred for any surgery, Treatment or supplies relating to, arising from or in connection with, for, or as a result of:
  - (a) weight modification or any Inpatient, Outpatient, Surgical or other Treatment of obesity (including without limitation morbid obesity), including without limitation wiring of the teeth and all forms or procedures of bariatric Surgery by whatever name called, or reversal thereof, including without limitation intestinal bypass, gastric bypass, gastric banding, vertical banded gastroplasty, biliopancreatic diversion, duodenal switch, or stomach reduction or stapling; and/or
  - (b) modification of the physical body in order to change or improve or attempt to change or improve the physical appearance or psychological, mental or emotional well-being of the Insured Person (such as but not limited to sex-change Surgery or Surgery relating to sexual performance or enhancement thereof); and/or
  - (c) elective Surgery or Treatment of any kind; and/or
  - (d) cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is Medically Necessary and is directly related to and follows a Surgery which was covered under this insurance; for the purposes of this Plan, treatment of a deviated nasal septum shall be considered a cosmetic condition; and/or
  - (e) any Injury or Illness sustained while taking part in: mountaineering activities where specialized climbing equipment, ropes or guides are normally or reasonably should have been used, Amateur Athletics, Interscholastic Athletics, professional athletics, aviation (except when traveling solely as a passenger in a commercial aircraft), hang gliding and parachuting, snow skiing, bicycle motor cross or BMX, BASE jumping, bobsledding, bungee jumping, canyoning, caving, high diving, heli-skiing, hot air ballooning, in-line skating, jet skiing, kayaking, luge, motocross (moto-x), mountain biking, parachuting, rappelling, rock climbing, rodeo, ski jumping, skydiving, snowboarding, snowmobiling, surfing, wakeboarding, water skiing, windsurfing, whitewater rafting, racing of any kind including by horse, motor vehicle (of any type) or motorcycle, spelunking, or scuba diving, snorkeling, or other subaqua pursuits involving underwater breathing apparatus. Practice or training in preparation for any excluded activity which results in injury will be considered as activity while taking part in such activity; and/or
  - (f) any Illness or Injury sustained while participating in any sporting, recreational or adventure activity where such activity is undertaken against the advice or direction of any local authority or any qualified instructor or contrary to the rules, recommendations and procedures of a recognized governing body for the sport or activity; and/or
  - (g) any Illness or Injury sustained while participating in any activity where such activity is undertaken in disregard of or against the recommendations, Treatment programs, or medical advice of a Physician or other healthcare provider; and/or

- (h) any Injury or Illness sustained while under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician but not for the Treatment of Substance Abuse; and/or
- (i) any willfully self-inflicted Injury or Illness; and/or
- (j) any venereal disease; and/or
- (k) any testing for the following: HIV, seropositivity to the AIDS virus, AIDS related Illnesses, ARC Syndrome, AIDS; and/or
- (l) any Illness or Injury resulting from or occurring during the commission of a violation of law by the Insured Person, including, without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations; and/or
- (m) any Substance Abuse; and/or
- (n) speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy; and/or
- (o) orthoptics, visual therapy or visual eye training; and/or
- (p) any Illness or Treatment of the feet, including without limitation: orthopedic shoes; orthopedic prescription devices to be attached to or placed in shoes; Treatment of weak, strained, flat, unstable or unbalanced feet; metatarsalgia, bone spurs, hammer toes or bunions; and any Treatment or supplies for corns, calluses or toenails; provided, however, that claims for Treatment or supplies for the feet may be eligible for coverage under this insurance at the sole option of the Company and subject to all other Terms of this insurance when related to:
- (i) an Injury to the foot arising from an Accident covered hereunder; or
- (q) hair loss, including without limitation wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a Physician; and/or
- (r) any sleep disorder, including without limitation sleep apnea; and/or
- (s) any exercise program, whether or not prescribed or recommended by a Physician; and/or
- (t) any exposure to any non-medical nuclear or atomic radiation, and/or radioactive material(s); and/or
- (u) any organ or tissue or other transplant or related services, Treatment or supplies; and/or
- (v) any artificial or mechanical devices designed to replace human organs temporarily or permanently; and/or
- (w) any efforts to keep a donor alive for a transplant procedure; and/or
- (10)** Charges incurred for any Treatment or supply that either promotes or prevents or attempts to promote or prevent conception or birth; including but not limited to: artificial insemination; oral contraceptives, Treatment for infertility or impotency; vasectomy or reversal of vasectomy; sterilization or reversal of sterilization; or abortion; and
- (11)** Charges incurred for any Treatment or supply that either promotes, enhances or corrects or attempts to promote, enhance or correct impotency or sexual dysfunction; and
- (12)** Charges incurred for Dental Treatment, except for Accident-related Dental Treatment and Dental Surgery necessary to repair or replace sound natural teeth lost or damaged in an Accident leading to an Injury covered hereunder, or as necessary treatment of sudden, unexpected pain to sound natural teeth, and subject to the limits set forth in the Schedule of Benefits/Limits; and
- (13)** Charges incurred for eyeglasses, contact lenses, hearing aids, hearing implants and Charges for any Treatment, supply, examination or fitting related to these devices, or for eye refraction for any reason; and
- (14)** Charges incurred for eye Surgery, such as but not limited to radial keratotomy, when the primary purpose is to correct or attempt to correct nearsightedness, farsightedness, or astigmatism; and
- (15)** Charges incurred for Treatment of the temporomandibular joint; and
- (16)** Charges incurred for any immunizations and/or Routine Physical Exams; and
- (17)** Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance; and
- (18)** Any taxes, involuntary or forced contributions, assessments, charges, fees or surcharges imposed by any governmental agency or authority:

- (a) arising out of or as a result of any Treatment or supplies received by the Insured Person, or
- (b) based upon the Company's election hereunder, if any, to pay benefits directly to providers as an accommodation to the Insured Person, or
- (c) for any other reason; and

(19) Charges or expenses incurred for nonprescription drugs, medicines, vitamins, food extracts, or nutritional supplements; IV vitamin or herbal therapy; drugs or medicines not approved by the U.S. Food and Drug Administration or which are considered "off-label" drug use; and for drugs or medicines not prescribed by a Physician.

**P. DEFINITIONS** - Certain words and phrases used in this Certificate are defined below. Other words and phrases may be defined elsewhere in this Certificate, including where they are first used.

**Accident:** An Unexpected occurrence caused by external, visible means and resulting in physical Injury to the Insured Person.

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

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

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

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

**Assured:** The Global Medical Services Group Insurance Trust, c/o Community Trust and Investment Company, Noblesville, IN.

**Benefit Period:** If a covered Injury or Illness requires continuing Treatment after the expiration of the Period of Coverage, a supplemental Benefit Period may provide continuing coverage for the covered Injury or Illness for up to six (6) continuous months, subject to the following: when the Period of Coverage expires while a covered Injury or Illness requires continuing Treatment, the Company will review and determine the date of initial Treatment for the covered Injury or Illness, and if such date is less than six (6) months prior to the expiration of the Period of Coverage, benefits for the covered Injury or Illness will continue until there has been at least six (6) months of continuous coverage for the covered Injury or Illness, subject to the limits and sub-limits set forth in the Schedule of Benefits/Limits, and subject to all other Terms of the plan.

**Certificate:** This document, including any Riders, as issued to the Insured Person, which describes and provides an outline and evidence of eligible insurance coverages and benefits payable to or for the benefit of the Insured Person under the Master Policy. The Application and the Declaration are incorporated herein by this reference and made a part hereof.

**Coinsurance:** The payment by or obligations of the Insured Person for payment of Eligible Medical Expenses at the percentage specified in the Schedule of Benefits/Limits contained herein, and exclusive of the applicable Deductible.

**Common Carrier:** A company or organization that holds itself out to the public as engaging in the business of transporting persons from place to place by air, rail, bus and/or sea for compensation, offering its scheduled services to the public generally, and is licensed by a recognized and approved government authority to transport fare-paying passengers. The term Common Carrier does not include taxi, motorcar, motorcycle, or limousine services, or transportation by animal or human means (for example, by horse, camel, elephant or rickshaw).

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

**Covered Trip:** Any travel and sojourn to a Destination more outside the Insured Person's Home Country.

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

**Declaration:** The Declaration of Insurance issued by the Plan Administrator for and on behalf of the Company to the Insured Person contemporaneously with this Certificate evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate, which Declaration shall be incorporated in and become a part of this Certificate.

**Deductible:** The dollar amount of Eligible Medical Expenses, as selected on the Application and specified in the Declaration, that the Insured Person must pay per Period of Coverage prior to receiving benefits or coverages under this insurance, and exclusive of

Coinsurance.

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

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

**Destination:** One or more cities to which the Insured Person is scheduled to travel on a Covered Trip.

**Disabled:** A person who has a congenital or acquired mental or physical defect that interferes with normal functioning of the body system or the ability to be self-sufficient.

**Durable Medical Equipment (DME):** Durable Medical Equipment shall mean exclusively the following items: a standard basic hospital bed; and/or a standard basic wheel chair.

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

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

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

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

**EST:** United States Eastern Standard Time.

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

**Family:** An Insured Person and his/her spouse who is covered as an insured person under this insurance plan and his/her natural Child or Children who are under the age of eighteen (18) and covered as insured persons under this insurance plan.

**HIV:** Human Immunodeficiency Virus, as that term is defined by the United States Centers of Disease Control.

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

**Home Country:** For U.S. citizens, the Home Country is the United States. For non-U.S. citizens, the Home Country is the country of which the Insured Person is a citizen or national.

**Home Health Care Agency:** A public or private agency or one of its subdivisions, which operates pursuant to law; and is regularly engaged in providing Home Nursing Care under the supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation and Treatment prescribed by a Physician.

**Home Nursing Care:** Services and/or Treatment provided by a Home Health Care Agency and supervised by a Registered Nurse, which are directed toward the personal care of a patient, provided always that such care is Medically Necessary and in lieu of Medically Necessary Inpatient care, and not primarily for Custodial Care or rehabilitative purposes.

**Hospice:** An institution which operates as a hospice; and is licensed by the state or country in which it operates; and operates primarily for the reception, care and palliative control of pain for terminally ill persons who have, as certified by a Physician, a life expectancy of not more than six (6) months.

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

a place for the aged, drug addicts or abusers, alcoholics or runaways; or similar establishment.

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

**Host Country:** The country or countries other than the Home Country that the Insured Person is traveling to/in.

**Illness:** A sickness, disorder, illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition. Provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one Illness. Further, if a subsequent Illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness.

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

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

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

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

**Investigational, Experimental, or for Research Purposes:** Any procedures, Treatment or supplies that by nature or composition deviate from, or are used or applied in a way which deviates from, generally accepted standards of current medical practice.

**Master Policy:** The applicable Master Policy for BETA short-term medical insurance for BETA members traveling abroad, as issued on an annual basis by the Company to the Assured, and under which insurance coverage and benefits are provided by the Company to the Insured Person, subject to the Terms thereof, and as outlined and evidenced by this Certificate and subject to the Terms hereof. The Company, as insurance carrier and underwriter of the Master Policy, is solely liable and responsible for the coverages and benefits provided thereunder.

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

**Mental or Nervous Disorders:** Any mental, nervous, or emotional Illness which generally denotes an Illness of the brain with predominant behavioral symptoms; or an Illness of the mind or personality, evidenced by abnormal behavior; or an Illness or disorder of conduct evidenced by socially deviant behavior. Mental or Nervous Disorders include without limitation: psychosis; depression; schizophrenia; bipolar affective disorder; learning disabilities and attitudinal or disciplinary problems; any disease or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder in the current edition of the International Classification of Diseases as published by the U.S. Department of Health and Human Services; and those psychiatric and other mental Illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders published by the American Psychiatric Association. For purposes of this insurance, Mental or Nervous Disorder does not include Substance Abuse.

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

**Natural Disaster:** Widespread disruption of human lives by disasters such as flood, drought, tidal wave, fire, hurricane, earthquake, windstorm, or other storm, landslide, or other natural catastrophe or event resulting in migration of the population for its safety.

**Newborn:** An infant from the moment of birth through the first thirty-one (31) days of life.

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

**Outpatient:** A person who receives Medically Necessary Treatment by a Physician or other healthcare provider that does not require an overnight stay in a Hospital.

**Period of Coverage:** The period beginning on the Effective Date of Coverage of this Certificate and ending on the earliest of the following dates: (a) the termination date specified in the Declaration, or (b) the termination date as determined in accordance with Section B(18), above. The Period of Coverage can be no more than twelve (12) consecutive months.

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

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

**Pre-certification; Pre-certify:** A general determination of Medical Necessity, only, made by the Company in reliance and based upon the completeness and accuracy of the information provided by the Insured Person and/or the Insured Person's healthcare or medical service providers, guardians, Relatives and/or proxies at the time thereof. Pre-certification is not an assurance, authorization, pre-authorization or verification of coverage, a verification of benefits, or a guarantee of payment. See Section E, above, for further details.

**Pre-existing Condition:** Any Injury, Illness, sickness, disease, or other physical, medical, Mental or Nervous Disorder, condition or ailment that, with reasonable medical certainty, existed at the time of Application or at any time during the three years prior to the Effective Date of this insurance, whether or not previously manifested, symptomatic or known, diagnosed, Treated, or disclosed to the Company prior to the Effective Date, and including any and all subsequent, chronic or recurring complications or consequences related thereto or resulting or arising therefrom.

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

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

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

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

**Return Destination:** The place to which the Insured Person is scheduled to return from a Covered Trip.

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

**Routine Physical Exam:** Examination of the physical body by a Physician for preventative or informative purposes only, and not for the Treatment of any previously manifested, symptomatic, diagnosed or known Illness or Injury.

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

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

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

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

**Terrorism:** The systematic or planned use of violence, fear, or the threat of violence in order to intimidate a population or government, especially as a means of coercion or to obtain a granting of any demand.

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

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



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