



**Atlas Group®**  
**Description of Coverage**

*This Description of Coverage is a summary of the provisions contained in Master Policy No. 141920-1.1. For a complete copy of the Master Policy, please contact HCC Medical Insurance Services.*

*Patient Protection and Affordable Care Act (“PPACA”): This insurance is not subject to, and does not provide certain of the insurance benefits required by, the United States PPACA. In no event will Underwriters provide benefits in excess of those specified in the policy documents, and this insurance is not subject to guaranteed issuance or renewal. PPACA requires certain U.S. residents and citizens to obtain PPACA compliant insurance coverage. In certain circumstances penalties may be imposed on U.S. residents and citizens who do not maintain PPACA compliant insurance coverage. You should consult your attorney or tax professional to determine if PPACA’s requirements are applicable to you. The policy contains the plan benefits, including a lifetime maximum that you have selected. Please review your choices to ensure that you have sufficient coverage to meet your medical needs.*

**MEMBER ELIGIBILITY, CERTIFICATE EFFECTIVE DATE, CERTIFICATE TERMINATION DATE,  
BENEFIT PERIOD AND HOME COUNTRY COVERAGE**

**ELIGIBILITY**

U.S. Citizens and Non-U.S. Citizens who are at least 14 days of age and traveling with a group of at least five (5) Members are eligible for coverage outside of their Home Countries, except as provided under Home Country Coverage, under this plan. Individuals age 70 to 79 as of the Certificate Effective Date are subject to a \$100,000 Overall Maximum or less. Individuals age 80 and over as of the Certificate Effective Date are subject to a \$10,000 Overall Maximum.

**CERTIFICATE EFFECTIVE DATE**

Insurance hereunder is effective on the later of:

- the moment Underwriters receive Application and correct premium if Application and payment is made online or by fax; or
- 12:01am U.S. Eastern Time on the date Underwriters receive Application and correct premium if Application and payment is made by mail; or
- the moment the Member departs from his or her Home Country; or
- 12:01am U.S. Eastern Time on the date requested on the Application.

**CERTIFICATE TERMINATION DATE**

Insurance hereunder terminates on the earlier of:

- 11:59pm U.S. Eastern Time on the last day of the period for which premium has been paid; or
- 11:59pm U.S. Eastern Time on the date requested on the Application; or
- the moment of arrival upon the Member’s return to his or her Home Country (unless the Member has started a Benefit Period or is eligible for Home Country Coverage).

**BENEFIT PERIOD**

While the Certificate is in effect, the Benefit Period does not apply. Upon termination of the Certificate, in accordance with this provision, Underwriters will pay Eligible Medical Expenses, as defined herein, for up to 90 days beginning on the first day of diagnosis or treatment of a covered Injury or Illness while the Member is outside his or her Home Country and while the Certificate was in effect. The Benefit Period applies only to Eligible Medical Expenses related to the Injury or Illness that began while the Certificate was in effect.

**HOME COUNTRY COVERAGE**

*Benefit Period* – In the event a Member begins a Benefit Period while the Certificate is in effect, and the Certificate terminates because the Member returns to his/her Home Country, Underwriters will pay Eligible Medical Expenses, as defined herein, which are incurred in the Member’s Home Country during the Benefit

Period. Home Country Coverage applies only to Eligible Medical Expenses related to the Injury or Illness that began while the Certificate was in effect.

*Incidental Home Country Coverage* – For Citizens and legal residents of the U.S, for every three month period during which the Member is covered hereunder, Medical Expenses incurred in the U.S. are covered up to a maximum of 15 days for any three month period.. For Non-U.S. residents or Non-U.S Citizens, for every three month period during which the Member is covered hereunder, Medical Expenses incurred in the member’s home country are covered up to a maximum of 30 days for any three month period. Any benefit accrued under a single 3 month period does not accumulate to another period. Failure of the member to continue his or her international trip or the members return to their home country for the sole purpose of obtaining treatment for an illness or injury that began while traveling shall void any home country coverage provided under the terms of this agreement.

Except for a Benefit Period as provided hereunder, coverage provided under this Master Policy is for a maximum duration of 365 days for non-U.S. citizens or residents whose travel does not include the U.S. or U.S. Territories, and for all other Members, the maximum Certificate Period is 364 days.

Notwithstanding the foregoing, coverage under all Plans shall terminate on the date Underwriters, at their sole option, elect to cancel all Members of the same sex, age, class or geographic location, provided Underwriters give no less than 30 days advance written notice by mail to the Member’s last known address.

**PREMIUM**

Payment of the required Premium shall be remitted to Underwriters on or before the Member’s Certificate Effective Date, continuation date (if applicable). Premium is considered to be paid on the date the payment instrument is received by Underwriters, provided such instrument provides immediately available funds.

Premiums may be refunded after the Certificate Effective Date subject to the following provisions:

- a. a \$25 cancellation fee will apply; and
- b. only the unused portion of the plan cost will be refunded; and
- c. only Members who have no claims are eligible for premium refund.

**SCHEDULE OF BENEFITS AND LIMITS**

**Except as specifically indicated otherwise, all benefits are subject to Deductible, Coinsurance, and are per Certificate Period.**

Overall Maximum Limit	(Excludes Emergency Medical Evacuation, Accidental Death and Dismemberment, Common Carrier Accidental Death, and Kidnap and Ransom) Age 80 or older \$10,000. Age 70 to 79: \$50,000, \$100,000. All others: \$50,000, \$100,000, \$200,000, \$500,000 or \$1,000,000
Maximum per Injury / Illness	Age 80 or older \$10,000. Age 70 to 79: \$50,000, \$100,000. All others: \$50,000, \$100,000, \$200,000, \$500,000 or \$1,000,000
Deductibles:	\$0, \$100, \$250, \$500, \$1,000 or \$2,500 per Certificate Period
Coinsurance – Claims incurred in U.S. or Canada	For the Certificate Period, Underwriters will pay 80% of the next \$5,000 of Eligible Expenses after the Deductible, then 100% to the Overall Maximum Limit. Coinsurance will be waived if expenses are incurred within the PPO and expenses are submitted to Underwriters for review and payment directly to the provider
Coinsurance – Claims incurred outside U.S. or Canada	For the Certificate Period, Underwriters will pay 100% of Eligible Expenses after the Deductible up to the Overall Maximum Limit
Hospital Pre-certification Penalty	50% of Eligible Medical Expenses.

<b>Benefit</b>	<b>Limit</b>
<i>Subject to Deductible, Coinsurance, and per Certificate Period unless specifically indicated otherwise</i>	
Hospital Room and Board	Average Semi-private room rate, including nursing services
Intensive Care Unit	Usual, Reasonable and Customary charges
Local Ambulance	Usual, Reasonable and Customary charges, when covered Illness or Injury results in hospitalization as Inpatient
Emergency Room Co-payment	The Member shall be responsible for a \$200 co-payment for each use of Emergency room for an Illness unless the Member is admitted to the Hospital. There will be no copayment for Emergency room treatment of an Injury.
Urgent Care Center	For each visit, the Member shall be responsible for a \$50 co-payment, after which Coinsurance will apply. <i>Not subject to Deductible.</i>
Acute Onset of Pre-existing Condition <i>(only available to Members under age 70)</i>	\$100,000 Lifetime Maximum for Eligible Medical Expenses for Overall Maximum Limits of \$100,000, \$200,000, \$500,000 or \$1,000,000; otherwise \$50,000. \$25,000 Lifetime Maximum for Emergency Medical Evacuation
Terrorism	\$50,000 Maximum Lifetime Limit, Eligible Medical Expenses only.
Physical Therapy	\$50 Maximum per day
All Other Eligible Medical Expenses	Usual, Reasonable and Customary charges
<b>Benefit</b>	<b>Limit</b>
<i>Not Subject to Deductible or Coinsurance</i>	
Emergency Medical Evacuation	\$500,000 Lifetime Maximum, except as provided under Acute Onset of Pre-existing Condition
Repatriation of Remains	Overall Maximum Limit
Emergency Reunion	\$50,000 per Certificate Period, subject to a maximum of 15 days
Return of Minor Children	\$50,000 per Certificate Period
Political Evacuation	\$10,000 Lifetime Maximum
Crisis Response- Ransom, Personal Belongings, and Crisis Response Fees and Expenses	\$10,000 Maximum benefit per Certificate Period
Personal Liability	\$10,000 Lifetime Maximum
Trip Interruption	\$5,000 per Certificate Period
Local Burial or Cremation	\$5,000 Lifetime Maximum
Lost Checked Luggage	\$250 per Certificate Period
Emergency Dental <i>(Acute Onset of Pain)</i>	\$250 per Certificate Period
Natural Disaster	Maximum \$100 a day for 5 days
Hospital Indemnity	\$100 per day of Inpatient hospitalization

<p>Accidental Death and Dismemberment (<i>excludes loss due to Common Carrier Accident</i>)</p> <p>Members age 18 through age 69</p> <p>Members under age 18</p> <p>Members age 70 through age 74</p> <p>Members age 75 and older</p>	<p>Lifetime Maximum - \$50,000 Death - \$50,000 Loss of 2 Limbs - \$50,000 Loss of 1 Limb - \$25,000</p> <p>Lifetime Maximum - \$5,000 Death - \$5,000 Loss of 2 Limbs - \$5,000 Loss of 1 Limb - \$2,500</p> <p>Lifetime Maximum - \$12,500 Death - \$12,500 Loss of 2 Limbs - \$12,500 Loss of 1 Limb - \$6,250</p> <p>Lifetime Maximum - \$6,250 Death - \$6,250 Loss of 2 Limbs - \$6,250 Loss of 1 Limb - \$3,125</p> <p>\$250,000 Maximum Benefit any one family or Group.</p>
<p>Common Carrier Accidental Death</p> <p>Members age 18 through age 69</p> <p>Members under age 18</p> <p>Members age 70 through age 74</p> <p>Members age 75 and older</p>	<p>\$50,000 per Member</p> <p>\$25,000 per Member</p> <p>\$12,500 per Member</p> <p>\$6,250 per Member</p> <p>Subject to a Maximum of \$250,000 any one family or Group.</p>

### PRE-CERTIFICATION REQUIREMENTS

The following expenses must always be Pre-certified:

- Inpatient care
- any Surgery or Surgical Procedure
- care in an Extended Care Facility
- Home Nursing Care
- Durable Medical Equipment
- artificial limbs
- Computerized Tomography (CAT Scan)
- Magnetic Resonance Imaging (MRI)

To comply with the Pre-certification requirements, the Member must:

1. Contact the Plan Administrator at the telephone number contained in the Member's Certificate as soon as possible before the expense is to be incurred; and
2. Comply with the instructions of the Plan Administrator and submit any information or documents they require; and
3. Notify all Physicians, Hospitals and other providers that this insurance contains Pre-certification requirements and ask them to fully cooperate with the Plan Administrator.

If the Member complies with the Pre-certification requirements, and the expenses are Pre-certified, Underwriters will pay Eligible Medical Expenses subject to all terms, conditions, provisions and exclusions herein. If the Member does not comply with the Pre-certification requirements or if the expenses are not Pre-certified:

1. Eligible Medical Expenses will be reduced by 50%; and
2. The Deductible will be subtracted from the remaining amount; and
3. The Coinsurance will be applied.

Emergency Pre-certification: In the event of an Emergency Hospital admission, Pre-certification must be made within 48 hours after the admission, or as soon as is reasonably possible.

Pre-certification Does Not Guarantee Benefits – The fact that expenses are Pre-certified does not guarantee either payment of benefits or the amount of benefits. Eligibility for and payment of benefits are subject to all the terms, conditions, provisions and exclusions herein.

Concurrent Review – For Inpatient stays of any kind, the Plan Administrator will Pre-certify a limited number of days of confinement. Additional days of Inpatient confinement may later be Pre-certified if a Member receives prior approval.

### UNITED STATES PREFERRED PROVIDER ORGANIZATION (PPO) REQUIREMENTS

Nothing contained in this insurance restricts or interferes with the Members' right to select the Hospital, Physician or other medical service provider of the Members choice. Nothing contained in this insurance restricts or interferes with the relationship between the Member and the Hospital, Physician or other providers with respect to treatment or care of any condition, nor the right of any Member to receive, at his or her own expense, services and/or supplies that are not covered under this insurance.

To comply with the United States Preferred Provider Organization requirements, the Member must receive medical treatment from PPO providers while in the United States. If the Member chooses to seek treatment from a PPO provider, Underwriters will remit payment for eligible expenses directly to the provider and will waive the Coinsurance applicable to the expenses.

Members may review a listing of Hospitals, Physicians and other medical service providers included in the PPO Network for the area where the Member will be receiving treatment by accessing the Internet website for HCC Medical Insurance Services, LLC at: [www.hccmis.com](http://www.hccmis.com).

### CLAIM PROCEDURES

Notice of Claim, Claimant's Statement and Authorization, and Proof of Claim must be mailed to:

HCC Medical Insurance Services, LLC  
P.O. Box 2005  
Farmington Hills, MI 48333-2005

#### Proof of Claim –

When Underwriters receive notice of claim, they will provide the Member with forms for filing Proof of Claim. The following is considered to be Proof of Claim:

1. A completed and signed Claimant's Statement and Authorization form, together with any/all required attachments; and
2. Original itemized bills from Physicians, Hospitals and other medical providers; and
3. Original receipts for any expenses which have already been paid by or on behalf of the Member.

The Member shall have 60 days beginning on the last day of the Certificate Period to submit Proof of Claim to Underwriters. Subsequent to receipt of Proof of Claim, Underwriters may, at their sole discretion, request and require additional information, including but not limited to medical records, necessary to confirm the validity of any claim prior to payment thereof.

Kidnap or Ransom Event: Written proof of any Insured Losses must be furnished to:

Underwriters c/o Professional Indemnity Agency, Inc.  
d/b/a HCC Specialty  
37 Radio Circle Dr.  
Mt. Kisco, NY 10549

#### Appealing a Claim –

*Time Limit* – In the event Underwriters deny all or part of a claim under this insurance, the Member shall have 90 days from the date the notice of denial was mailed to the Member's last known address to file a written appeal with Underwriters. The written appeal must include sufficient information to identify the claim under appeal and must specify the reason(s) for the appeal with supporting documentation, if applicable.

*Appeal Procedure* – Within 60 days of Underwriters’ receipt of the appeal, Underwriters’ will review the claim. A written response will be forwarded to the Member. Within 60 days of receipt of Underwriters’ response to the appeal, the Member may initiate a second appeal. Within 60 days of Underwriters’ receipt of the second appeal, medical and/or claims personnel who were not involved in the original claim determination or the initial appeal will review the claim. A final determination will be made and a letter will be sent to the Member.

#### Other Insurance

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

### **ELIGIBLE EXPENSES**

#### **ELIGIBLE MEDICAL EXPENSES**

Subject to the Deductible, Coinsurance and limits set forth in the Schedule of Benefits and Limits, Underwriters will pay the following expenses incurred while this insurance is in effect:

1. Charges made by a Hospital for:
  - a. Daily room and board and nursing services not to exceed the average semi-private room rate; and
  - b. Daily room and board and nursing services in Intensive Care Unit; and
  - c. Use of operating, treatment or recovery room; and
  - d. Services and supplies which are routinely provided by the Hospital to persons for use while Inpatients; and
  - e. Emergency treatment of an Injury, even if Hospital confinement is not required; and
  - f. Emergency treatment of an Illness; subject to emergency room co-pay as outlined in the Schedule of Benefits and Limits. ER co-payment is waived when the Member is directly admitted to the Hospital as Inpatient for further treatment of that Illness.
2. For Surgery at an Outpatient surgical facility, including services and supplies.
3. For charges made by a Physician for professional services, including Surgery. Charges for an assistant surgeon are covered up to 20% of the Usual, Reasonable and Customary charge of the primary surgeon, but standby availability will not be deemed to be a professional service and therefore is not covered hereunder.
4. For dressings, sutures, casts or other supplies which are Medically Necessary and administered by or under the supervision of a Physician, but excluding nebulizers, oxygen tanks, diabetic supplies, other supplies for use or application at home, and all devices or supplies for repeat use at home, except Durable Medical Equipment as herein defined.
5. For diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, intelligence, behavioral and educational testing are not included).
6. For artificial limbs, eyes or larynx, breast prosthesis or basic functional artificial limbs, but not the replacement or repair thereof.
7. For reconstructive Surgery when the Surgery is directly related to Surgery which is covered hereunder.
8. For hemodialysis and the charges by the Hospital for processing and administration of blood or blood components but not the cost of the actual blood or blood components.
9. For oxygen and other gasses and their administration by or under the supervision of a Physician.
10. For anesthetics and their administration by a Physician.
11. For drugs which require prescription by a Physician for treatment of a covered Injury or Illness, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of 60 days per prescription.
12. For care in a licensed Extended Care Facility upon direct transfer from an acute care Hospital.
13. Home Nursing Care in bed by a qualified licensed professional, provided by a Home Health Care Agency upon direct transfer from an acute care Hospital and only in lieu of Medically Necessary Inpatient hospitalization.
14. Emergency Local Ambulance transport necessarily incurred in connection with Injury or Illness resulting in Inpatient hospitalization.
15. Emergency Dental Treatment and Dental Surgery necessary to restore or replace sound natural teeth lost or damaged in an Accident which was covered under this insurance.
16. Emergency Dental Treatment necessary to resolve Acute Onset of Pain, provided treatment is obtained within 24 hours of the Acute Onset of Pain.
17. Medically Necessary rental of Durable Medical Equipment (consisting of a standard basic hospital bed and or a standard basic wheelchair) up to the purchase prices.

18. Physical Therapy if prescribed by a Physician who is not affiliated with the Physical Therapy practice, necessarily incurred to continue recovery from a covered Injury or Illness.
19. Injury or Illness resulting from participation in sports or athletic activities not otherwise excluded under this insurance.

#### **ELIGIBLE EXPENSES – EMERGENCY MEDICAL EVACUATION**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following expenses arising out of Emergency Medical Evacuation:

- a. Emergency air transportation to a suitable airport nearest to the Hospital where the Member will receive treatment; and
- b. Emergency ground transportation necessarily preceding Emergency air transportation; and from the destination airport to the Hospital where the Member will receive treatment.

##### Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of the insurance; and
- b. Underwriters will provide Emergency Medical Evacuation benefits only when the Illness or Injury giving rise to the Emergency Medical Evacuation is covered under this Insurance; and
- c. Underwriters will provide Emergency Medical Evacuation Benefits only when all of the following conditions are met:
  - i. Medically Necessary treatment, services and supplies cannot be provided locally; and
  - ii. Transportation by any other method would result in loss of Member's life or limb; and
  - iii. Recommended by the attending Physician who certifies to the above; and
  - iv. Agreed upon by the Member or a Relative of the Member; and
  - v. Approved in advance and coordinated by Underwriters; and
  - vi. The condition giving rise to the Emergency Medical Evacuation occurred spontaneously and without advance warning, either in the form of Physician recommendation or symptoms which would have caused a prudent person to seek medical attention prior to the onset of the Emergency.
- d. Underwriters will provide Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary treatment, services and supplies to prevent the Member's loss of life or limb.
- e. Underwriters will use their best efforts to arrange any Emergency Medical Evacuation within the least amount of time possible. The Member understands that the timeliness of Emergency Medical Evacuation can be affected by circumstances which are not within the control of Underwriters such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. The Member agrees to hold Underwriters harmless and Underwriters shall not be held liable for any delays that are not within their direct and immediate control.

Notwithstanding the foregoing items c. i.-iii. and d., and only for Members visiting the U.S., Underwriters will pay for expenses to return the Member to his/her Home Country if the attending Physician and Underwriters' medical consultant agree that transfer to the Home Country is more appropriate than transfer to the nearest qualified Hospital.

#### **ELIGIBLE EXPENSES – RETURN OF MINOR CHILDREN**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following expenses:

If the Member is the only person age 18 or older, traveling with one or more minor children under the age of 18 who are also covered hereunder, and the Member is hospitalized for treatment of a covered Illness or Injury, resulting in the children being left unattended for a period of time expected to exceed 36 hours, Underwriters will pay:

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

##### Conditions and Restrictions:

- a. The Hospitalized Member age 18 or older must be in compliance with all conditions and provisions of the insurance; and
- b. The Return of Minor Children benefit must be agreed upon by the Member age 18 or older and/or by an authorized adult Relative of the affected, covered minor children; and
- c. The Return of Minor Children benefit must be approved in advance and coordinated by Underwriters; and
- d. Underwriters will use their best efforts to arrange any Return of Minor Children within the least amount of time possible. The Member understands that the timeliness of Return of Minor Children can be affected by circumstances which are not within the control of Underwriters such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials,

telecommunications problems, weather and other acts of God. The Member agrees to hold Underwriters harmless and Underwriters shall not be held liable for any delays that are not within their direct and immediate control.

#### **ELIGIBLE EXPENSES – REPATRIATION OF REMAINS**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Repatriation of Remains expenses arising from the death of a Member:

1. Air or ground transportation of bodily remains or ashes to the airport or ground transportation terminal nearest to the Principal Residence of the deceased Member; and
2. Reasonable costs of preparation of the remains necessary for transportation.

##### Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. Repatriation of Remains must be approved in advance and coordinated by Underwriters; and
- c. Underwriters will provide Repatriation of Remains benefits only when the death of the Member occurs as a result of an Injury or Illness that is covered under this insurance; and
- d. Underwriters will provide Repatriation of Remains benefits only when the death of the Member occurs while this insurance is in effect; and
- e. Underwriters will use their best efforts to arrange any Repatriation of Remains within the least amount of time possible. The Member understands that the timeliness of Repatriation can be affected by circumstances which are not within the control of Underwriters such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. The Member, and his/her heirs, agrees to hold Underwriters harmless and Underwriters shall not be held liable for any delays which are not within their direct and immediate control. Further, Underwriters are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily remains incurred during the Repatriation process or otherwise.

#### **ELIGIBLE EXPENSES – LOCAL BURIAL OR CREMATION**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Repatriation of Remains expenses arising from the death of a Member:

Underwriters will pay for the Member to be buried or cremated in the country of death in lieu of Repatriation of Remains up to the specified benefit maximum.

##### Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. local burial or cremation must be approved in advance and coordinated by Underwriters; and
- c. Underwriters will provide local burial or cremation benefits only when the death of the Member occurs as a result of an Injury or Illness that is covered under this insurance; and
- d. Underwriters will provide local burial or cremation benefits only when the death of the Member occurs while this insurance is in effect; and
- e. Underwriters will use their best efforts to arrange any local burial or cremation within the least amount of time possible. The Member understands that the timeliness of Repatriation can be affected by circumstances which are not within the control of Underwriters such as, but not limited to the availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. The Member, and his/her heirs, agrees to hold Underwriters harmless and Underwriters shall not be held liable for any delays which are not within their direct and immediate control. Further, Underwriters are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily remains incurred during the Repatriation process or otherwise and;
- f. Local burial or cremation cannot be used in conjunction with the Emergency Evacuation or Repatriation of Remains benefit and excludes coverage for death in the Member's Home Country.

#### **ELIGIBLE EXPENSES – EMERGENCY REUNION**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Emergency Reunion expenses, following a covered Emergency Medical Evacuation under this insurance:



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

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. Emergency Reunion must be approved in advance and coordinated by Underwriters; and
- c. Underwriters will provide Emergency Reunion Benefits only following an Emergency Medical Evacuation of a Member that is covered hereunder.

**ELIGIBLE EXPENSES – NATURAL DISASTER**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Natural Disaster expenses:

1. Replacement accommodations in the event a Member is Displaced from planned, paid accommodations due to evacuation from forecasted disaster or following a disaster strike.

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. Underwriters will provide Natural Disaster Benefits only following receipt of proof of payment for the accommodations from which the Member was Displaced.

**ELIGIBLE EXPENSES – POLITICAL EVACUATION**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Political Evacuation benefits when the US government issues a travel warning after the Member's arrival in the destination country:

1. The cost of transportation by the most economical means possible for the Member to the nearest country of safety or to the Member's Home Country, provided that the Member contacts Underwriters within 10 days of the date the warning is issued and subject to the following Conditions and Restrictions:
  - a. The Member must be in compliance with all conditions and provisions of this insurance; and
  - b. The Member must have already arrived in his or her destination country when the United States government issues a travel warning for that country; and
  - c. Determination of the country to which the Member will be evacuated will be determined by Underwriters; and
  - d. Political Evacuation benefits must be approved in advance and coordinated by Underwriters; and
  - e. Underwriters will use their best efforts to arrange any Political Evacuation within the least amount of time possible. The Member understands that the timeliness of evacuation can be affected by circumstances which are not within the control of Underwriters such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. The Member, and his/her heirs, agrees to hold Underwriters harmless and Underwriters shall not be held liable for any delays which are not within their direct and immediate control.

**ELIGIBLE EXPENSES – TRIP INTERRUPTION**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Trip Interruption benefits:

1. The cost of an economy one-way air or ground transportation ticket for the Member to the terminal serving the area of the Member's Principal Residence, subject to the following Conditions and Restrictions:

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
  - b. Trip Interruption benefits must be approved in advance and coordinated by Underwriters; and
  - c. Underwriters will provide Trip Interruption benefits only following receipt of proof of one or more of the following events: Destruction, after departure from Home Country, resulting from fire or weather of more than 40% of the Member's Principal Residence, or death of a parent, spouse, sibling or child.
2. The cost of an economy one-way air and/or ground transportation ticket for the Member from the area where the Member was hospitalized following an Emergency Medical Evacuation to the area where the Member was initially evacuated from or to the terminal serving the area of the Member's Principal Residence, subject to the following Conditions and Restrictions:

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. Trip Interruption benefits must be approved in advance and coordinated by Underwriters; and
- c. Underwriters will provide Trip Interruption benefits only following a covered Emergency Medical Evacuation when the attending Physician states that it is Medically Necessary for the Member to return to his or her Home Country or to the area from which he or she was initially evacuated for continued treatment, recuperation and recovery.

**ELIGIBLE EXPENSES – LOST CHECKED LUGGAGE**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Lost Checked Luggage expenses:

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

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. The Lost Checked Luggage must have been checked, in accordance with routine luggage checking procedures, for transportation with the Member, on board a regularly scheduled commercial airline or cruise line, upon which the Member was a fare-paying passenger; and
- c. The Member must file a formal claim for lost luggage with the transportation provider, and follow all instructions and take all measures as directed by the transportation provider to locate and retrieve the Lost Checked Luggage; and
- d. The Member must provide Underwriters with copies of all documentation of the claim filed with the transportation provider, and a written statement from the transportation provider confirming that the luggage was checked and after careful search, the luggage remains missing; and
- e. The Lost Checked Luggage must be lost as of the date of payment by Underwriters and as of that date, must have been lost for at least 10 days.

**ELIGIBLE EXPENSES -- ACCIDENTAL DEATH AND DISMEMBERMENT**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Accidental Death and Dismemberment benefit:

1. Accidental Death – Underwriters will pay the Principal Sum of \$50,000 for Members age 18 and older, or the Principal Sum of \$5,000 for Members under the age of 18, to the Beneficiary. The Principal Sum shall be to \$12,500 for Members age 70 to 74, and to \$6,250 for Members age 75 and older.
2. Accidental Dismemberment –
  - a. Loss of 2 or more Limbs or eyes – Underwriters will pay the Principal Sum, as indicated in item 1 of this section, to the Member.
  - b. Loss of 1 Limb or eye – Underwriters will pay one-half of the Principal Sum, as indicated in item 1 of this section, to the Member.
  - c. The Accident giving rise to the Accidental Death or Dismemberment must be due solely to Accidental Injury and not contributed to by Illness or disease; and

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. The Accident giving rise to the Accidental Death or Dismemberment must be covered under this insurance; and
- c. The Accident giving rise to the Accidental Death must not be a Common Carrier Accident; and
- d. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by Illness or disease.
- e. In no event will Underwriters' payment under this benefit total more than the Principal Sum.
- f. The maximum liability under Accidental Death and Dismemberment for any group or family is limited to \$250,000.

**ELIGIBLE EXPENSES -- COMMON CARRIER ACCIDENTAL DEATH BENEFIT**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Common Carrier Accidental Death benefit:

1. Underwriters will pay the Principal Sum of \$50,000 for Members age 18 to age 69, or the Principal Sum of \$25,000 for Members under age 18, to the Beneficiary. The Principal Sum shall be \$25,000 for Members age 70 to 74 and \$12,500 for Members age 75 and older.

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. The Accident giving rise to the Accidental Death must occur while the Member is a fare paying passenger on a regularly scheduled trip on board a commercial airline or cruise line; and
- c. The maximum benefit is \$250,000 for any one family or Group.
- d. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by Illness or disease.
- e. The maximum liability under this Common Carrier Accidental Death Benefit for a group or family is limited to \$250,000

**ELIGIBLE EXPENSES – HOSPITAL INDEMNITY**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Hospital Indemnity expenses:

1. \$100 for each night the Member spends in the Hospital.

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. The Member must be hospitalized as Inpatient for treatment of an Injury or Illness covered under this insurance; and
- c. Underwriters will provide Hospital Indemnity Benefits only following receipt of verification of an eligible Inpatient hospitalization.

**ELIGIBLE EXPENSES – CRISIS RESPONSE**

Subject to the Limits set forth in ARTICLE 6 – SCHEDULE OF BENEFITS AND LIMITS, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the Crisis Response benefit for the following Insured Losses incurred directly as a result of a Kidnapping or Express Kidnapping:

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

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. Notification: Before surrendering a Ransom, the person authorizing the surrender shall have notified or made every reasonable attempt to notify:
  - i. The Federal Bureau of Investigation or local law enforcement agencies as soon as practicable bearing in mind the safety of the person(s) held or threatened; and
  - ii. Unity Resources Group.
- c. The surrender of a Ransom must not be:
  - i. Carried by, transported by or otherwise in the possession of a Member at the time that an Express Kidnapping or Kidnapping first occurs; or
  - ii. At the location where an Express Kidnapping or Kidnapping first occurs, unless brought to such location for the sole purpose of conveying a previously communicated Ransom demand.
- d. Any Express Kidnapping or Kidnapping cannot be as a result of fraudulent, dishonest or criminal act(s) by a Member or authorized representative (whether acting alone or in collusion with others) unless the person authorizing the Ransom payment had, prior to payment, made every reasonable attempt to determine that the Ransom demand or threat was genuine.
- e. Any Kidnapping or Express Kidnapping is excluded that first occurs in Iraq, Afghanistan, Pakistan, Nigeria, Somalia, Venezuela or any country subject to sanctions by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC), including Iran, Cuba, Sudan, and North Korea.
- f. Limits of Liability:
  - i. Certificate Period Aggregate: Underwriters' total liability for all Insured Losses shall not exceed the Certificate Period Aggregate set forth herein.
  - ii. In the event that the Member is covered by two or more policies issued by Underwriters covering Insured Losses arising from a Kidnapping or Express Kidnapping, it is agreed that Underwriters' aggregate liability for Insured Losses sustained by the Member shall not be cumulative and shall in no event exceed the largest amount available under any one of the policies

- g. Valuation: Underwriters shall not be liable for more than the actual cash value of any consideration at the time of its surrender. If Insured Losses involve currency other than that of the United States of America, Underwriters shall not be liable for more than the United States Dollar equivalent of foreign currency based on the rate of exchange in the Wall Street Journal in effect on the day the monies are surrendered and/or expense incurred.
- h. Confidentiality: The Member must at all times use best efforts to ensure that knowledge of the existence of this insurance is restricted as far as possible.

#### **WAR, TERRORISM, BIOLOGICAL, CHEMICAL, NUCLEAR EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement or rider attached hereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense:

- 1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; and
- 2. the use of any biological, chemical, radioactive or nuclear agent, material, device or weapon; however, this exclusion shall not apply where the Member is exposed to nuclear radioactive and/or radioactive material for the purpose of medical treatment; and
- 3. any Act of Terrorism, except as follows:

Underwriters will pay Eligible Medical Expenses for treatment of Injuries and Illnesses resulting from an Act of Terrorism, up to the limit set forth in the Schedule of Benefits and Limits, provided all of the following conditions are met:

- a. The Injury or Illness does not result from the use of any biological, chemical, radioactive or nuclear agent, material, device or weapon; and
- b. The Member has no direct or indirect involvement in the Act of Terrorism; and
- c. The Act of Terrorism is not in a country or location where the United States government has issued a travel warning that has been in effect within the 6 months immediately prior to the Member's date of arrival; and
- d. The Member has not failed to depart a country or location within 10 days following the date a warning to leave that country or location is issued by the United States government.

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

This insurance also excludes coverage for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1), (2) or (3) above.

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

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

#### **OTHER EXCLUSIONS**

Charges for the following treatments and/or services and/or supplies and/or conditions are excluded from coverage hereunder:

- 1. Routine pre-natal care, Pregnancy, child birth, and post natal care.
- 2. False labor, edema, prolonged labor, prescribed rest during the period of Pregnancy, morning sickness and conditions of comparable severity associated with management of a difficult Pregnancy, and not constituting a

medically distinct Complication of Pregnancy as herein defined, and all charges related to Pregnancy after the 26<sup>th</sup> week of Pregnancy.

3. Charges incurred by or for any child under the age of 14 days.
4. Diagnosis, testing or treatment related to birth defects and congenital illnesses. Birth defects are deemed to include hereditary conditions.
5. Charges for the diagnosis, testing or treatment of Mental Health Disorders, as defined herein.
6. Charges which are not Incurred, as herein defined, by a Member during his/her Certificate Period.
7. Charges for treatment of any condition(s) when the purpose of departing the Home Country was to obtain treatment in the destination country/countries.
8. Charges for any benefit hereunder which are not presented to Underwriters for payment within 60 days beginning on the last day of the Certificate Period.
9. Diagnosis, testing, treatment, services or supplies that are not administered by or under the supervision of a Physician, and products that can be purchased without a doctor's prescription.
10. Diagnosis, testing, treatment, services or supplies which are not Medically Necessary as herein defined.
11. Diagnosis, testing, treatment, services or supplies provided at no cost to the Member.
12. Charges which exceed Usual, Reasonable and Customary as herein defined.
13. Telephone consultations or failure to keep a scheduled appointment.
14. Surgeries, diagnosis, testing, treatments, services or supplies which are Investigational, Experimental or for Research purposes.
15. All charges Incurred while confined primarily to receive Custodial Care, Educational or Rehabilitative Care, or any medical treatment in any establishment for the care of the aged, except rehabilitative care received upon direct transfer from an acute care Hospital.
16. Diagnosis, testing or treatment of obesity or weight modification, including but not limited to wiring of the teeth and all forms of intestinal bypass Surgery.
17. Modifications of the physical body intended to improve the psychological, mental or emotional well-being of the Member, including but not limited to sex-change Surgery.
18. Surgeries, diagnosis, testing, treatments, services or supplies for cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is directly related to and follows a Surgery which was covered hereunder.
19. Diagnosis, testing or treatment for HIV, AIDS or ARC, and all diseases caused by and/or related to HIV.
20. Any drug, test, treatment or procedure that either promotes or prevents conception including but not limited to: artificial insemination, treatment for infertility, sterilization or reversal of sterilization.
21. Any drug, test, treatment or procedure that either promotes, enhances or corrects impotency or sexual dysfunction.
22. Willful and/or therapeutic termination of Pregnancy except in connection with covered Complications of Pregnancy.
23. Dental Treatment, except for Emergency Dental Treatment necessary to replace sound natural teeth lost or damaged in an Accident covered hereunder or for the Emergency relief of Acute Onset of Pain.
24. Corrective devices and medical appliances, including eyeglasses, contact lenses, hearing aids, hearing implants, eye refraction, visual therapy, and any examination or fitting related to these devices, dentures or dental appliances, and all vision and hearing tests and examinations.
25. Eye surgery, such as corrective refractory surgery, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.
26. Diagnosis, testing or treatment of the temporomandibular joint.
27. Medical expenses for Injury or Illness resulting from:
  - a. Amateur Athletics, Contact Sports, intercollegiate, interscholastic, intramural, and club sports or athletic activities and Professional Sports including practice;
  - b. mountaineering at elevations of 7,000 meters or higher;
  - c. aviation (except when traveling solely as a passenger in a commercial aircraft);
  - d. base jumping, parachuting, parasailing, hang-gliding; sky surfing, paragliding, kite-surfing;
  - e. off-road motorized vehicles including all-terrain vehicles, snowmobiles and motorized dirt bikes, and tractors;
  - f. heli-skiing, snow skiing, or snowboarding, except for recreational downhill and/or cross country snow skiing or snowboarding (no cover provided while skiing away from prepared and marked in-bound territories and/or against the advice of the local ski school or local authoritative body);
  - g. white water rafting;
  - h. racing by any animal, motorized vehicle, or BMX;
  - i. spelunking or cave diving;

- j. sub aqua pursuits involving underwater breathing apparatus unless PADI/NAUI certified, or accompanied by a certified instructor at depths of less than 10 meters;
  - k. avalanche training;
  - l. Aussie rules football;
  - m. big game hunting, running with the bulls;
  - n. bobsleigh, skeleton or luge;
  - o. any type of boxing or martial arts;
  - p. hot air ballooning as a pilot;
  - q. jousting;
  - r. modern pentathlon;
  - s. powerlifting;
  - t. quad biking outdoor endurance events;
  - u. speed trials; speedway;
  - v. wrestling
28. Injury sustained that is due wholly or partially to the effects of intoxication or drugs other than drugs taken in accordance with treatment prescribed by a Physician and except drugs prescribed for the treatment of substance abuse.
  29. Injury sustained while operating any motorized vehicle, aircraft or watercraft whether registered or not while under the influence of alcohol as defined under the law of the jurisdiction where the injury occurs or with a .08 BAC whichever is lower.
  30. Costs resulting from self-inflicted Injury or Illness and/or suicide or attempted suicide whether sane or insane.
  31. Diagnosis, testing or treatment of venereal disease, including all Sexually Transmitted Diseases and conditions.
  32. Routine medical examinations, including but not limited to vaccinations, immunizations, annual check-ups, the issue of medical certificates and attestations, and examinations as to the suitability of employment or travel.
  33. Diagnosis or treatment by a chiropractor.
  34. Charges resulting from or occurring during the commission of a violation of law by the Member, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
  35. Diagnosis, testing or treatment of Substance Abuse or addiction or conditions that may be attributed to Substance Abuse or addictions and direct consequences thereof.
  36. Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy, holistic care of any nature, massage and kinestherapy.
  37. Psychometric, intelligence, competency, behavioral and educational testing.
  38. Any services, diagnosis, testing, supplies, or treatment performed or provided by a Relative of the Member or any family member of the Member or any person who ordinarily resides with the Member.
  39. Orthoptics and visual eye training.
  40. Diagnosis, testing, treatment or supplies for the feet: orthopedic shoes, orthopedic prescription devices to be attached to or placed in shoes, treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions, and treatment of corns, calluses or toenails.
  41. Diagnostic testing or procedures, services, supplies, and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician.
  42. Pre-existing Conditions – Charges resulting directly or indirectly from any Pre-existing Condition, as herein defined, are excluded from this insurance, except charges resulting directly from an Acute Onset of Pre-existing Condition, as herein defined, are covered for all Members subject to the limits set forth in the Schedule of Benefits and Limits.
  43. Exercise programs, whether or not prescribed or recommended by a Physician.
  44. Diagnosis, testing or treatment required as a result of complications or consequences of a treatment or condition not covered hereunder.
  45. Charges for travel or accommodations, except as provided for in the Local Ambulance, Emergency Medical Evacuation, Repatriation of Remains, Emergency Reunion, Natural Disaster, Return of Minor Children, Political Evacuation, and Trip Interruption sections of this insurance.
  46. Diagnosis, testing or treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
  47. Organ or Tissue Transplants or related services.
  48. Diagnosis, testing or treatment for acne, other acne, moles, skin tags, diseases of sebaceous glands, seborrhea, sebaceous cyst, unspecified disease of sebaceous glands, hypertrophic and atrophic conditions of skin, nevus.
  49. Diagnosis, testing, or treatment of all forms of cancer / neoplasm.
  50. Diagnosis, testing or treatment of sleep apnea or other sleep disorders.
  51. All expenses of any cryo preservation and implantation or re-implantation of living cells.

52. All Emergency Medical Evacuation, Repatriation of Remains, or Local Burial or Cremation costs not approved or arranged in advance by Underwriters.
53. Coverage for local cremation or burial is excluded from coverage if death occurs in the Member's Home Country.
54. Medical conditions while on duty as a member of a police or military force unit.
55. Claims payable under any government system, including the Australian Medicare system, are excluded from coverage.
56. The Accidental Death & Dismemberment benefit shall be excluded with respect to Accidents or loss caused by or contributed to by any of the following:
  - a. War or act of war, whether declared or undeclared.
  - b. The member's participation in a riot, insurrection or violent disorder.
  - c. The member's service in the armed forces of any country.
  - d. Suicide or attempted suicide or self-inflicted Injury, while sane or insane.
  - e. The voluntary use of any chemical compound, poison or drug, unless used according to the directions of a Physician.
  - f. Committing or attempting to commit a felony.
  - g. Sickness, Mental Health Disorder, or Pregnancy.
  - h. As the result of Intoxication as defined by the laws of the jurisdiction in which the accident occurred of the Member, whether directly or indirectly,
  - i. Myocardial infarction or cerebrovascular accident (CVA / Stroke).
  - j. Infection, except infection through a wound caused solely by an accident.
  - k. Injury while riding, boarding, or alighting from an aircraft if the Member was operating the aircraft, learning to operate the aircraft, serving as a member of the aircraft crew, or if the aircraft was being used for any purpose other than passenger transportation.
  - l. Medical or surgical treatment for any of the above.
  - m. Any of the following activities:
    - a) Amateur Athletics, Contact Sports, intercollegiate, interscholastic, intramural, and club sports or athletic activities and Professional Sports including practice. Non-contact and non-organized/non-sanctioned amateur sports or athletic activities engaged in by the Member solely for leisure, recreational, entertainment or fitness purposes are not excluded unless they are excluded by (b) through (v) of this provision; and
    - b) mountaineering at elevations of 7,000 meters or higher;
    - c) aviation (except when traveling solely as a passenger in a commercial aircraft);
    - d) base jumping, parachuting, parasailing, hang-gliding; sky surfing;
    - e) off-road motorized vehicles including all-terrain vehicles, snowmobiles and motorized dirt bikes, and tractors;
    - f) heli-skiing, snow skiing, or snowboarding, except for recreational downhill and/or cross country snow skiing or snowboarding (no cover provided while skiing away from prepared and marked in-bound territories and/or against the advice of the local ski school or local authoritative body);
    - g) white water rafting;
    - h) racing by any animal, motorized vehicle, or BMX;
    - i) spelunking or cave diving;
    - j) sub aqua pursuits involving underwater breathing apparatus unless PADI/NAUI certified, or accompanied by a certified instructor at depths of less than 10 meters;
    - k) avalanche training;
    - l) Aussie rules football;
    - m) big game hunting, running with the bulls;
    - n) bobsleigh, skeleton or luge;
    - o) any type of boxing or martial arts;
    - p) hot air ballooning as a pilot;
    - q) jousting;
    - r) modern pentathlon;
    - s) powerlifting;
    - t) quad biking outdoor endurance events;
    - u) speed trials; speedway;
    - v) wrestling
57. Diagnosis, testing or treatment of injury or illness resulting from a disease outbreak in a country or location for which the US Centers for Disease Control and Prevention (CDC) has issued a Warning Level 3 if a) the warning

- has been in effect within the 6 months immediately prior to the Member's date of arrival, or b) within 10 days following the date the warning is issued the Member has failed to depart the country or location.
58. Services, testing diagnosis, supplies, or treatment that are not included as Eligible Expenses as described herein.

## DEFINITIONS

**Accident:** A sudden, unintentional and unexpected occurrence caused by external, visible means and resulting in physical Injury to the Member. The cause or one of the causes of such Accident is external to the victim's own body and occurs beyond the victim's control.

**Accidental Death:** A sudden, unintentional and unexpected occurrence caused solely by external, visible means resulting in physical Injury to the Member and subsequently death of the Member. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by Illness or disease.

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

**Acute Onset of Pre-existing Condition:** The term "Acute Onset of a Pre-Existing Condition(s)" shall mean a sudden and unexpected outbreak or recurrence of a Pre-existing Condition(s) which occurs spontaneously and without advance warning either in the form of Physician recommendations or symptoms, is of short duration, is rapidly progressive, and requires urgent care. The Acute Onset of a Pre-existing Condition(s) must occur after the effective date of the policy. Treatment must be obtained within 24 hours of the sudden and unexpected outbreak or recurrence. A Pre-existing Condition that is a chronic or congenital condition or that gradually becomes worse over time will not be considered Acute Onset. This benefit does not include coverage for known, scheduled, required, or expected medical care, drugs or Treatments existent or necessary prior to the Effective Date of coverage.

**Acute Onset of Pain (Emergency Dental):** A sudden and unexpected occurrence of pain which occurs spontaneously and without advance warning, either in the form of Physician or Dentist recommendation or symptoms, including pain, which would have caused a prudent person to seek medical or dental attention prior to the onset of pain. Treatment must be obtained within 24 hours of the sudden and unexpected occurrence of pain.

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

**ARC:** AIDS Related Complex as that term is defined by the United States Centers for Disease Control.

**Amateur Athletics:** A sport or other athletic activity that is organized and/or sanctioned, involving regular or scheduled practices and/or regular or scheduled games. This definition does not include athletic activities that are non-contact and engaged in by a Member solely for recreational, entertainment or fitness purposes and not for wage, reward or profit.

**Application:** The fully answered and signed Application which is attached to the Master Policy and the fully answered and signed Application submitted to Underwriters by the Member.

**Assured:** The Atlas/International Citizen Group Insurance Trust, Hamilton, Bermuda.

**Beneficiary:** The individual named in the Member's Application to be the recipient of any Accidental Death or Common Carrier Accidental Death benefit. For Members who do not designate Beneficiary on the Application, the Beneficiary is automatically as follows:

Members age 18 or older: 1. Spouse (if any), 2. Children (if any) equally, 3. Estate of the Member.

Members under age 18: 1. Custodial Parent(s) (if any), 2. Siblings (if any) equally, 3. Estate of the Member.

**Benefits:** The eligible expenses that will be paid under this Certificate for covered costs incurred during the Certificate Period.

**Crisis Response Fees and Expenses:** All fees and expenses of Unity Resources Group related to a Member's Kidnapping or Express Kidnapping.

**Certificate:** The document issued to the Member that provides evidence of benefits payable under the Master Policy and that will confirm the plan type, period of cover, Home Country, certificate number, special terms and/or conditions, Deductible, chosen benefit list, and geographical area of cover.

**Certificate Period:** The period of time beginning on the date and time of the Certificate Effective Date and ending on the date and time of the Certificate Termination Date. The maximum Certificate Period is 365 days for non-U.S. citizens or residents whose travel does not include the U.S. or U.S. Territories. For all other Members, the maximum Certificate Period is 364 days.

**Coinsurance:** The payment by the Member of Eligible Expenses at the percentage specified in the Schedule of Benefits and Limits.

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



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

**Contact Sports:** A sport or other athletic activity that necessarily involves physical contact with opposing players as part of normal play. Contact Sports include but are not limited to American football, boxing, ice hockey, rugby, soccer, and wrestling.

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

**Declaration:** The Declaration is attached to and forms a part of the Master Policy.

**Deductible:** The dollar amount of Eligible Expenses, specified in the Schedule of Benefits and Limits that the Member must pay per Certificate Period before Eligible Expenses are paid.

**Dental Treatment:** The care of teeth, gums or bones supporting the teeth, including dentures and preparation for dentures.

**Displaced:** Required to depart a destination due to an evacuation ordered by prevailing authorities.

**Durable Medical Equipment:** A standard basic hospital bed and/or a standard basic wheelchair.

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

**Emergency:** A medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Member's life or limb in danger if medical attention is not provided within 24 hours.

**Express Kidnapping:** The actual or attempted abduction and holding of the Member against his or her will where Personal Belongings and/or readily available assets of the Member are surrendered by the Member in exchange for his or her release.

**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 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 treatment, Custodial Care, nursing care or for care of Mental Health Disorders or the mentally incompetent.

**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, Home Country is the United States of America, regardless of the location of the Member's Principal Residence. For non-U.S. Citizens, Home Country is the country where the Member principally resides and receives regular mail.

**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 by a Physician.

**Home Nursing Care:** Services provided by a Home Health Care Agency and supervised by a Registered Nurse, which are directed toward the personal care of a patient, provided always that such care is provided in lieu of Medically Necessary Inpatient care in a Hospital.

**Hospital:** 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 conditions on its premises; and is not primarily a rehabilitation facility, long-term care facility, Extended Care Facility, nursing, rest, Custodial Care or convalescent home, a place for the aged, drug addicts, alcoholics or runaways; or similar establishment.

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

**Incurred:** A charge is incurred on the date the service is provided or supply is purchased.

**Injury:** An unexpected and unforeseen harm to the body caused by an Accident that requires Medical Treatment.

**Inpatient:** A patient who occupies a Hospital bed for more than 24 hours for medical treatment and whose admission was recommended by a Physician.

**Insured Losses:** Covered losses and expenses consisting of the following: Ransom, Personal Belongings, and/or Crisis Response Fees and Expenses.

**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 Hospitals for Special Care Units.

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

**Kidnapping:** The actual, alleged, or attempted abduction and holding of the Member against his or her will by a person or persons who demand a Ransom specifically from the assets of the Member in exchange for the Member's release.

**Medically Necessary:** A service or supply which is necessary and appropriate for the diagnosis or treatment of an Illness or Injury based on generally accepted current medical practice as determined by Underwriters. A service or supply will not be considered Medically Necessary if it is provided only as a convenience to the Member or provider, and/or is not appropriate for the Member's diagnosis or symptoms, and/or exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment of an Illness or Injury.

**Member:** An individual who is covered under this insurance.

**Mental Health Disorder:** A mental or emotional disease or disorder which generally denotes a disease of the brain with predominant behavioral symptoms; or a disease of the mind or personality, evidenced by abnormal behavior; or a disorder of conduct evidenced by socially deviant behavior. Mental Health Disorders include: psychosis, depression, schizophrenia, bipolar affective disorder, and those psychiatric illnesses listed in the current edition of the diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association.

**Natural Disaster:** Any event or force of nature caused by environmental factors that has catastrophic consequences. Covered Natural Disasters are: avalanche, earthquake, flood, hurricane, impact event, landslides, mudslides, tornado, tsunami, tropical cyclone, typhoon, volcanic eruption, and wildfire.

**Outpatient:** A Member who receives Medically Necessary treatment by a Physician for Injury or Illness that does not require overnight stay in a Hospital.

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

1. Being carried or transported by the Member when an Express Kidnapping or Kidnapping first occurs; and
2. Are surrendered during the course of an Express Kidnapping or Kidnapping.

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

**Plan Administrator:** HCC Medical Insurance Services, LLC, 251 North Illinois Street, Suite 600, Indianapolis, Indiana 46204, Telephone (317) 262-2132, Fax (317) 262-2140.

**Pre-existing Condition:** Any (1) condition for which medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) was recommended or received during the 2 years immediately preceding the Certificate Effective Date; (2) condition that had manifested itself in such a manner that would have caused a reasonably prudent person to seek medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) within the 2 years immediately preceding the Certificate Effective Date; (3) injury, illness, sickness, disease, or other physical, medical, mental, or nervous conditions, disorder or ailment (whether known or unknown) that, with reasonable medical certainty, existed at the time of application or within the 2 years immediately preceding the Certificate Effective Date. For the purposes of the Complications of Pregnancy coverage offered hereunder, Pregnancy will not be included within the definition of a Pre-existing Condition.

**Pregnancy:** The physical condition of being pregnant.

**Professional Sport:** An activity undertaken for wage, reward or profit including practice.

**Proof of Claim:** A completed and signed Claimant's Statement and Authorization form, together with any/all required attachments, original itemized bills from Physicians, Hospitals and other medical providers, original receipts for any expenses which have already been paid by or on behalf of the Member, and any other documentation that is deemed necessary by the Underwriters.

**Ransom:** Monies and/or other consideration of monetary value that are surrendered or to be surrendered by or on behalf of the Member to meet an Express Kidnapping or Kidnapping demand.

**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 "RN" after his or her name.

**Relative:** Biological or step parent; biological or step child; current spouse; biological or stepsiblings; or parent, children, or sibling in law.

**Routine Physical Exam:** Examination of the physical body by a Physician for preventative or informative purposes only, and not for the diagnosis or treatment of any condition.

**Sexually Transmitted Diseases:** Syphilis, gonorrhea, lymphogranuloma venereum, chancroid, granuloma inguinale, chlamydiosis, trichomoniasis, genital candidiasis, genital herpes, Pelvic Inflammatory Disease (PID), Human Papillomavirus (HPV), mycoplasma genitalium, and viral hepatitis.

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

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

**Treatment:** Care, including but not limited to consultation, diagnostic testing, drug prescription, evaluation, examination, and therapy, involving the administration of medical management for an Injury or Illness.

**Urgent Care Center:** A U.S. Medical facility separate from a hospital emergency department where ambulatory patients can be treated on a walk-in basis without an appointment and receive immediate, non-routine urgent care for an Injury or Sickness presented on an episodic basis.

**U.S.:** The United States of America including all states, districts, territories and possessions.

**Usual, Reasonable and Customary:** The most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are Reasonable. What is defined as Usual, Reasonable and Customary Charges will be determined by Underwriters. In determining whether a charge is Usual, Reasonable and Customary, Underwriters may consider one or more of the following factors: the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services; the severity or nature of the Illness or Injury being treated; the amount charged for the same or comparable services, medicines or supplies in the locality; the amount charged for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; such other factors as Underwriters, in the reasonable exercise of discretion, determine are appropriate.

## PERSONAL LIABILITY ENDORSEMENT

### Attaching to and forming part of Certificate No. 141920-1.1

It is hereby declared and agreed that the following is added to this Certificate as of the Effective Date:

#### ARTICLE 1 – SCHEDULE OF PERSONAL LIABILITY BENEFITS AND LIMITS

Benefit	Limit
Personal Liability	\$10,000 Lifetime Maximum

#### ARTICLE 2 – ELIGIBLE EXPENSES

Subject to the Limits set forth in ARTICLE 1 – SCHEDULE OF BENEFITS AND LIMITS, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay or reimburse the Member for eligible court-entered judgments or Company-approved settlements arising as a result of or in connection with the personal liability of the Member incurred for acts, omissions and other occurrences covered under this insurance for losses or damages solely, directly and proximately caused by the negligent acts or omissions of the Member during the Certificate Period that result in the following:

1. Injury to a Third Person occurring during the Certificate Period; and/or
2. Damage or loss to a Third Person's personal property during the Certificate Period; and/or
3. Damage or loss to a Related Third Person's personal property during the Certificate Period.

The Maximum payable under this benefit is \$10,000.

With respect to covered and eligible personal liability claims, Underwriters will pay the Member for associated reasonable legal fees and out-of-pocket costs incurred by the Member with respect to the determination and/or settlement of such legal liability.

#### Conditions and Restrictions:

- a. The Member must notify Underwriters within five (5) days of any act, omission or occurrence that may create or impose any personal liability upon the Member, and also within five (5) days of the initiation or receipt of service of any actual or threatened lawsuit, notice of claim, or proceeding filed or threatened to be filed against the Member with respect to same. In addition, such notification(s) to Underwriters shall include a recitation of all circumstances, facts, and known or presumed causes of any loss or damage, and a description of the nature and approximate amount of any damages suffered by any Third Person or Related Third Person. In addition, immediately upon receipt thereof the member shall provide to Underwriters copies of any pleadings, complaints, lawsuits, petitions, demand letters, notices, orders, summonses, subpoenas, opinions, briefs, motions, letters from opposing counsel, and any other documents or papers with respect to any such lawsuit or proceeding that are received or issued by, addressed to or from, remitted to or by, or served by or upon the Member or his/her counsel. Any failure to so notify or provide papers or documents to Underwriters in strict accordance with the foregoing shall be deemed to be and will result in a forfeiture and waiver of any and all benefits, claims or coverages otherwise provided by this insurance under this endorsement.
- b. Underwriters shall have the absolute right and authority without further consent or approval of the Member to intervene in its own name and on its own behalf as a party in interest with respect to any lawsuit, civil action or other proceeding in which the Member is involved and for which Underwriters may have exposure for coverage or benefits under this insurance, and shall be entitled to fully participate, receive due and proper notice of all matters, and have an opportunity to be heard with respect to all issues, controversies and other proceedings or hearings of any kind.
- c. With respect to any personal liability of the Member for which he/she is or may be jointly or jointly and severally liable with other Third Persons or Related Third Persons, Underwriters shall be fully subrogated to all rights of contribution, indemnity, recoupment and recovery of proportional

shares from other joint tortfeasors whose negligence contributed in whole or in part to the subject injury or loss and who are or may also be liable to the Member or the injured/damaged person.

- d. As a condition precedent to any liability or obligation of Underwriters to provide coverages or benefits for personal liability under this insurance, no settlement, compromise, accord, admission of fault or liability, default, default judgment, waiver, release, indemnity, hold harmless, or other concession of any kind shall be given, made, committed, allowed, granted or agreed to by or on behalf of the Member to any Third Person or Related Third Person without the prior express written approval and consent of Underwriters, and any failure to comply with this condition precedent shall void, waive and forfeit all benefits and coverages for legal assistance, advancement of bail, or coverage for personal liability under this insurance.
- e. Underwriters shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim, damage or loss under this insurance for, and no coverage or benefits shall be eligible or available under this insurance with respect to, any legal fees, legal costs or expenses, advancements of bail, or for any personal injury or property damage claims, liability awards or judgments in the event there exists any other insurance, insurance fund, membership benefits, workers' or workplace compensation coverage program or other similar governmental program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or any other third-party obligation or liability for provision of benefits ("Primary 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, damage or loss, except in respect of any excess beyond the amount payable or provided under such Primary Coverage had this insurance not been effected. Further, Underwriters shall not be liable or obligated to provide any benefit or to pay or reimburse any claim for injury, loss or damage to the extent coverage for same is furnished or provided by any program or agency funded or controlled by any government or government authority.
- f. No Third Person or Related Third Person is intended to have, shall be deemed or construed to have, or shall have any rights or interest as a "third-party beneficiary" under the Master Policy, and any allegation or assertion of any such status, or any direct claim or other attempt to legally enforce alleged rights by such Third Person or Related Third Person against Underwriters, the Plan Administrator, or the Participating Organization based on any allegation or assertion of any such status, shall be subject to summary dismissal. 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 Member, Third Person or Related Third Person or the situs of any alleged personal injury, property damage or other loss, no transfer or assignment of any of the Participating Organization's rights, benefits or interests under this Certificate, and no transfer or assignment of any Member's rights, benefits or interests under this insurance as a beneficiary thereof, shall be valid, binding on, or enforceable against Underwriters (or the Plan Administrator) unless first expressly agreed and consented to in writing by Underwriters, which agreement and/or consent may be reused and/or withheld for any or no reason at the sole discretion of Underwriters. Any such purported transfer or assignment not in strict compliance with the foregoing provisions of this section shall be void ab initio and without effect as against Underwriters (and the Plan Administrator) and any assertion or claim of same shall be subject to summary dismissal, and Underwriters (and the Plan Administrator) shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto.
- g. Underwriters will consider paying or advancing, but without any obligation or contractual duty to do so, up to \$2,500 to or for the benefit of the Member to settle and compromise an asserted claim against the member arising from personal injury or property damage so long as:
- i. The asserted claim is one that may be eligible for coverage under this insurance and is not expressly excluded;
  - ii. A lawsuit has not yet been filed, or, if already filed, an answer or other response has not yet been filed thereto;
  - iii. The Member obtains a full written release and/or covenant-not-to-sue upon such terms and conditions as are satisfactory to Underwriters in their sole discretion; and
  - iv. A full proof of claim, medical bills, accident form, and such other documentation and/or proof of loss is provided to Underwriters in form and substance satisfactory to Underwriters;

### ARTICLE 3 – EXCLUSIONS

The Member shall have no benefits or coverages for, and Underwriters shall have no liability or obligation of any kind to pay or reimburse the Member or any Third Person or Related Third Person for, any changes, fees (including attorneys' fees), costs, expenses, damages, losses, judgments, claims or other liabilities incurred or sustained by or assessed against a Member or any Third Person or Related Third Person, if directly or indirectly relating to, arising from or in connection with any of the following acts, omissions, events, conditions, charges, consequences, occurrences or circumstances, all of which are expressly excluded from coverage under this insurance and all of which Underwriters will provide no benefits or coverages for and shall have no liability or obligation for same, and Underwriters will not pay or reimburse the Member or any Third Person or Related Third Person for any claims of any kind arising directly or indirectly from, happening through or as a consequence of:

1. Any damages, losses or claims caused in whole or in part by the member during any hunt or as a result of hunting.
2. Any criminal, fraudulent, deceptive, willful, reckless, malicious or other unlawful acts or omissions committed by the Member, or any acts or omissions committed by the Member in connection with the violation or breach of any laws, statutes, ordinances, legal orders, rules or regulations to which the Member is subject or by which the Member is bound.
3. Any loss, damage or claim arising or resulting from the use of any firearms, fireworks, explosives, welding equipment, propane tanks, or other flammables, deadly weapons or hazardous implements.
4. The pursuit of any trade, business, profession or employment activity.
5. Ownership, possession, control or occupation of any land or building.
6. Ownership, possession, control or use of any automobile, motorcycle, ATV, off-road vehicle, watercraft, aircraft, parachute, parasail, glider or any other motorized, gravity-induced, or self-propelled vehicle or craft of any kind.
7. Resulting from any fire, flood, wind, hail, waterleak, gas leak, explosion or other catastrophe or loss occurring in or about the residence or premises of any related third Person, or in or about the residence or any other premises of which the Member is the owner, lessee, invitee, licensee, occupant or resident, or in or about any residence or premises which are contiguous or adjacent to any of the foregoing residences or premises.
8. The consequences of any breach, violation or failure to perform any contractual undertakings or obligations of the Member, whether verbal or in writing.
9. Criminal or disciplinary proceedings, charges, arrests, indictments, or arraignments of any kind.
10. Shoplifting, vandalism, theft, conversion, misappropriation, public drunkenness, fighting or brawling, arson, or any malicious or intentional activity resulting in personal injury or destruction of property.
11. Gross negligence, fraud, bad faith, assault and battery, domestic disputes, and all other intentional torts or actions based or sounding in tort without regard to how named or presented.
12. Any collusion, conspiracy, deceit or other fraudulent scheme or artifice to defraud or other fraudulent means or methods.
13. Fines, penalties, assessments or claims by any governmental authorities or regulatory bodies, including traffic fines or traffic violations or parking tickets, and the costs, fees or expenses incurred by the Member as a witness, custodian, or in any other non-party status in connection with responding to any order to appear in court, subpoena, subpoena duces tecum, notice of deposition, or any other non-party legal or administrative proceeding or activity.
14. All non-compensatory damages, including without limitation, damages imposed as a punishment, punitive or exemplary damages, consequential damages, lost profits, criminal damages, excessive damages, expectancy damages, incidental damages, liquidated damages, presumptive damages, prospective damages, special damages, speculative damages, statutory damages, double, treble or other multiples of damages, and/or unliquidated damages, and all claims and damages for pain and suffering, loss of consortium, physical discomfort, mental or emotional distress, trauma, disfigurement, dismemberment, loss of use, or scarring.
15. Contractual or employer's liability or workman's compensation claims.
16. Animals or pets belonging to the Member or any Related Third Person, or in the care, custody or control of the Member or any Related Third Person.
17. Intentionally committed acts caused or brought about by the Member.
18. Arising or occurring while the Member is to any extent under the influence of alcohol or drugs, or due to the Member's use of drugs, prescription medicines, narcotics or tranquilizers not medically prescribed for the Member by a licensed physician.
19. Caused by suicide or attempted suicide of the Member.
20. Participation of the Member in gambling, gaming, or betting of any kind.
21. Participation of the Member in any fights, brawls, criminal activity or other unlawful activity.
22. During the practice or participation of sports, recreational endeavors, or athletic activities either as a professional, amateur or novice, unless performed solely for recreational purposes or during high school activities.

23. Hazardous sports of any kind, including but not limited to, American football, boxing, bungee jumping, mountaineering, martial arts, skiing beyond one's abilities, outside of marked boundaries, in violation of rules or regulations, or on unmarked slopes, sky diving, scuba diving, hang gliding, ski jumping, bobsledding, offshore boating, caving and spelunking, polo, fighting sports, parachuting, hunting, piloting an aircraft, wind-surfing, professional sporting activities of any kind, racing activity of any kind, and any attempt to make or set sporting records.
24. Occurring when the Member is a passenger in an aircraft other than a commercial aircraft.
25. War, military action or terrorism as defined herein.
26. Thermal, mechanic, radioactive and other effects due to any modification of the atomic structure of matter or the artificial acceleration of atomic particles or due to radiation from radio-isotopes, or the use of nuclear or chemical materials.
27. Mental Health Disorders of the Member.
28. Judgments or damage awards that have not been ordered, declared or entered within twelve (12) months from the date of the act, omission, occurrence or event causing personal injury or property damage, or within twelve (12) months from the date of termination of group coverage under a Certificate issued under the Master Policy, whichever is earlier.
29. Any lawsuit, claim for benefits, enforcement action, complaint, or other civil or administrative proceeding of any kind brought by or on behalf of the Member or any Third Person or Related Third Person against Underwriters, the Plan Administrator, and/or the Participating Organization, including without limitation any lawsuit or proceeding alleging breach of contract, bad faith, or any tortuous conduct of any kind, seeking equitable or declaratory relief, or otherwise seeking the recovery, enforcement or effectuation of any benefits or coverages under this insurance.
30. Any loss, personal injury, property damage or other claim arising or resulting from any act, omission, failure to act, event or other occurrence committed or occurring at any time prior to or subsequent to the Certificate Period.
31. Any personal injury, medical expense, damage or other loss suffered by a Related third Person, except for damage to a Related Third Person's personal property which shall be limited to put a maximum of \$2,500.

#### **ARTICLE 4 - DEFINITIONS**

**Related Third Person:** Any individual or natural person who is a Relative of the Member, a traveling companion of the Member or a Relative of such traveling companion, and any other person, individual or family member with whom the Member is residing or being hosted.

**Third Person:** Any individual, natural person, or other legal entity or person, other than the Insured Person or a Related Third Person.

All other terms, conditions, provisions, restrictions and exclusions of this Certificate to which this Endorsement is attached remain unchanged.

***This Description of Coverage is a summary of the provisions contained in Master Policy No. 141920-1.1. For a complete copy of the Master Policy, please contact HCC Medical Insurance Services.***