



Group International
Medical Expenses
Certificate

Effective from December 1st, 2016 through November 30th, 2017

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GROUP INTERNATIONAL MEDICAL EXPENSES FOR SENDING ORGANIZATIONS GROUP CERTIFICATE

THE COVERAGE PROVIDED HEREIN IS NOT PERMANENT HEALTH INSURANCE OR COMPREHENSIVE HEALTH INSURANCE, OR ANY OTHER KIND OF PRIMARY HEALTH INSURANCE OR HEALTH PLAN. IT ONLY RELATES TO ACCIDENTAL BODILY INJURY AND/OR ILLNESS AS PROVIDED FOR HEREIN.

IMPORTANT NOTICE

Important Notice regarding the United States Patient Protection and Affordable Care Act:

This insurance is not subject to, and does not provide certain of the insurance Benefits required by the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and Underwriters do not intend to provide, minimum essential coverage under ACA. In no event will Benefits be provided in excess of those specified in the Master Policy. The Master Policy provides coverage for Participants while they are outside of the US. Participants who are US citizens or residents should not cancel their ACA insurance while outside the US or they may be required to pay a tax penalty. Participants should consult their attorneys or tax professionals to determine if ACA's requirements are applicable to them.

SECTION 1

INSURING CLAUSE

Certain **Underwriters** at Lloyd's, London ("**Underwriters**") will provide the **Benefits** described in this **Group Certificate**, in consideration of the **Application for Participation** by the **Participating Group**, and each **Participant's Participating Group Enrollment Form**, and payment of premium.

Tangiers International, LTD has been appointed by **Underwriters** as the **Plan Administrator**. All communications and notices required under this Policy shall be transmitted through the **Plan Administrator**.

Underwriter's agreement is subject to all terms, conditions, provisions and exclusions of the Master Policy, including the Master Declaration and any Exhibits, Schedules, and/or Endorsements attached hereto. This **Group Certificate** issued to the **Participating Group** is a summary of the insurance provided therein. The **Summary of Benefits** issued to **Participants** is a summary of the insurance provided therein. In the event of any conflict between the Master Policy, the **Group Certificate** and/or the **Summary of Benefits**, the Master Policy shall prevail. A complete copy of the Master Policy is available by contacting the **Plan Administrator**.

SECTION 2

TABLE OF BENEFITS AND LIMITS

Benefits	Limits
Eligible Expenses - Medical	
Deductible	\$2,500.00 per Participant per calendar year, with a maximum of 3 Deductibles per family per calendar year.
Coverage Area	Worldwide, excluding the US .
Deductible Carry Forward	Eligible Expenses incurred during the last three months of a calendar year will be applied toward satisfaction of the Deductible for the next calendar year, but only if the Deductible was not met during the prior calendar year.
Coinsurance	After the Deductible, Underwriters will pay 80% of Eligible Medical Expenses up to the Maximum Limit per Participant .
Hospital Room and Board	Average Semi-private room rate, including nursing services
Intensive Care Unit	Usual, Reasonable and Customary
Prescription Drugs	Usual, Reasonable and Customary
Transplant Expense	Subject to special Transplant Pre-certification Requirements. Covered Transplants are: Heart, Heart/Lung, Lung, Kidney, Kidney/Pancreas, Liver, Allogenic and Autologous Bone Marrow.
Second Surgical Opinion	Subject to Deductible and Coinsurance unless requested by Underwriters, in which case coverage is 100%
Physical Therapy	\$50 Maximum per visit charge
Local Ambulance	Usual, Reasonable and Customary
Wellness, Routine Physical Exams	No Coverage
Emergency Medical Evacuation	\$50,000 Lifetime Maximum for Participants under the age of 65
All other Eligible Medical expenses	Usual, Reasonable and Customary
Maximum Lifetime Benefit for Eligible Medical Expenses	\$1,000,000.00 per Participant
Optional Benefits Emergency Reunion Repatriation of Remains Local Burial or Cremation Return Home or To Service Accidental Death and Dismemberment	No Coverage

SECTION 3

DEFINITIONS

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

Accidental Death: Death resulting from an **Accident** to the **Participant**. Death must occur within 30 days of the **Accident**.

Accidental Dismemberment: Complete severance from the body of one or more Limbs or eyes resulting from an **Accident**. 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 include complete, permanent and irrevocable loss of sight.

Active Full-time Independent Contractor or Volunteer: An individual who is affiliated with a **Participating Group** and who provides services for at least thirty hours per week for or in relation to the **Participating Group**. **Active Full-time Independent Contractor or Volunteer** does not include employees of the **Participating Group**. **Active Full-time Independent Contractor or Volunteer** does not include individuals who are affiliated with the **Participating Group**, but on **Furlough**.

AIDS: Acquired Immune Deficiency Syndrome 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 **Participant** solely for recreational, entertainment or fitness purposes and not for wage, reward or profit.

Application for Participation: The fully answered application that is completed by or on behalf of the **Participating Group**, submitted to the **Plan Administrator**, and maintained on file with the **Plan Administrator**.

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

Beneficiary: The individual named in the **Participant's Participating Group Enrollment Form** to be the recipient of any **Accidental Death** benefit. For **Participants** who do not name a **Beneficiary**, the **Beneficiary** is automatically as follows: 1. Spouse (if any), 2. Children (if any) equally, 3. Estate of the **Participant**.

Benefits: The Eligible Expenses that will be paid under the Master Policy for covered costs incurred while coverage is in effect.

Coinurance: The payment by the **Participant** of Eligible Expenses at the percentage specified in the Table of **Benefits** and Limits.

Common Carrier: A licensed mode of public transport.

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.

Covered Transplant: Heart, Heart/Lung, Lung, Kidney, Kidney/Pancreas, Liver and Allogenic and Autologous Bone Marrow.

Certificates of Creditable Coverage: A written document issued by a health insurance provider, which certifies that the individual named in the document had health insurance coverage for a period of time which is specified in such certification. These must be obtained by **Participants** from their prior health insurance provider(s), and submitted to the **Plan Administrator**.

Creditable Coverage: Coverage of a **Participant** as defined in the Health Insurance Portability and Accountability Act of 1996. Generally, this definition includes health insurance coverage and other health coverage, such as coverage under a group health plan, Medicaid, Medicare and **United States** public health plans.

Custodial Care: That type of care or service, wherever furnished and by whatever name called, that is designed primarily to assist a Participant in performing the activities of **Daily Living**. **Custodial Care** also includes non-acute care for the comatose, semi-comatose, paralyzed or mentally incompetent patients until they are fit to return home.

Daily Living: A twenty-four hour period during which a **Participant** engages in normal daily activities including but not limited to eating, drinking and washing.

Deductible: The dollar amount of Eligible Expenses specified in the **Group Certificate** issued to **Participating Groups**, that the **Participant** must pay before **Benefits** are paid hereunder.

Delivery: Procedures concerning childbirth.

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

Dependent: The term "**Dependent**" means the **Participant's** legal spouse. Such spouse must have met all requirements of a valid marriage contract in the state of marriage of the parties. The term "**Dependent**" also means the **Participant's** child who meets all of the following conditions: is unmarried; is a natural child, stepchild, legally adopted child, or a child who has been placed under the legal guardianship of the **Participant**; and is has not yet reached his or her nineteenth birthday. The age requirement is waived if the child is at least nineteen years of age but not yet twenty-three years of age, is dependent on the **Participant** for support, and is a Full-time student who resides with the **Participant**. The age requirement is also waived for any mentally retarded or physically handicapped child who is incapable of self-sustaining maintenance, provided the child suffered such incapacity prior to attaining 19 years of age. Proof of incapacity must be furnished to **Underwriters**, and additional proof may be requested from time to time. The term "**Dependent**" excludes these situations: A spouse who is legally separated or divorced from the Participant, any person on active military duty, and/or any person who is covered under this insurance as a Participant.

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.

Effective Date of Group Certificate: The date, indicated on the **Group Certificate**, as the **Effective Date**.

Effective Date of Coverage: The date coverage under the **Group Certificate**, with respect to an eligible **Primary Participant** or eligible **Dependent** becomes effective.

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

Emergency Dental Treatment: The **Emergency Dental Treatment** and dental **Surgery** necessary to restore or replace sound natural teeth lost or damaged in an **Accident** which is covered under this insurance.

Emergency Room: That part of a **Hospital** designated for the immediate care of **Emergency** medical conditions.

Enrollment: The process whereby eligible **Primary Participants** and **Dependents** complete a **Participating Group Enrollment Form** and submit it to **Underwriters**.

Enrollment Date: The date **Underwriters** receive the completed **Participating Group Enrollment Form** from an eligible **Participant**.

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 jurisdiction 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.

Full-time Student: A person who is enrolled in and regularly attends an accredited college or university or other educational institution, but not including colleges, universities or other educational institutions operated primarily via the internet, for the minimum number of credit hours required by the accredited college or university or other educational institution in order to maintain a Full-time Student status.

Group Certificate: The document issued to **the Participating Group** as evidence of insurance the Master Policy.

Group Certificate Period: The period of time beginning on the **Effective Date** and ending on the **Termination Date**, indicated on the **Group Certificate** declaration.

Hijacking: Seizing control of a vehicle in transit by use of force.

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

Home Country: The country where the **Participant** principally resides.

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 County 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.

Host Country: The country being visited by the **Participant** or where the **Participant** resides temporarily. **Host Country** does not include the **Participant's Home Country** or the US.

Illness: A sickness, disorder, pathology, abnormality, ailment, disease or any other medical, physical or health condition. **Illness** does not include learning disabilities, attitudinal disorders or disciplinary problems.

Injury: Identifiable physical 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**.

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 taking away of a person by force, threat or deceit with intent to cause him or her to be detained against his or her will for ransom or political purposes. For purposes of this insurance **Kidnapping** does not include **Kidnapping** perpetrated by any family member of the kidnapped person.

Late Enrollee: An eligible **Primary Participant** or eligible **Dependent** who does not submit a completed **Participating Group Enrollment Form** to **Underwriters** within the first 30 days of becoming an eligible **Primary Participant** or eligible **Dependent**.

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 **Participant** or **Medical Provider**, and/or is not appropriate for the **Participant'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**.

Medical Provider: A **Hospital, Physician** or other person or organization which provides medical services and/or supplies.

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 but are not limited to: psychosis, those psychiatric illnesses listed in the current edition of the diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association.

Newborns: Babies under the age of one month.

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

Participant: An individual who meets the eligibility requirements to be a **Primary Participant** or **Dependent** as set forth herein, and has submitted a **Participating Group Enrollment Form** and has been accepted for coverage hereunder.

Primary Participant: An individual who is an **Active Full-time Independent Contractor or Volunteer** associated with a **Participating Group** who meets the eligibility requirements set forth herein, and has submitted a **Participating Group Enrollment Form** and been accepted for coverage hereunder.

Participating Group: A group that has signed and submitted an **Application for Participation** and been accepted for participation under the Master Policy.

Participating Group Enrollment Form: The form that is completed by or on behalf of each **Participant**, submitted to the **Plan Administrator**, and maintained on file with the **Plan Administrator**.

Physician: A doctor of Medicine (MD), doctor of Dental **Surgery** (DDS), doctor of Dental Medicine (DDM) or a licensed Physical Therapist or Physiotherapist. **Physician** does not include a doctor of Chiropractic (DC), a doctor of Osteopathy (DO), a doctor of Psychology (Ph.D), a doctor of Psychiatry (Psy.D) or any other degree or designation. A **Physician** must be currently licensed by the jurisdiction in which the services are provided, and the services provided must be within the scope of that license. A **Physician** must be a person other than the **Participant**, the **Participant's Relative** or family member, or one who ordinarily resides with the **Participant**.

Plan Administrator: Tangiers International, Ltd., 54 Melita Street, Valletta VIT 1122 Malta

Pre-existing Condition: A medical condition, whether physical or mental, and regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received during the six month period ending on the **Enrollment Date**.

Preferred Medical Provider: **Medical Providers** designated by the **Plan Administrator** as preferred.

Pregnancy: The physical condition of being pregnant.

Principal Residence: The location, indicated on the **Participant's Participating Group Enrollment Form**, where the **Participant** ordinarily resides, but not including locations in the **Host Country**.

Professional Sports: A sporting activity undertaken for wage, reward or profit.

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 **Participant**, and any other documentation that is deemed necessary by the **Underwriters**.

Registered Nurse: A graduate nurse who has been registered or licensed to practice by the local authority Board of Nurse Examiners or any other authority, and who is legally entitled to place the letters "RN" after his or her name.

Relative: Biological or stepparent; biological or stepchild; current spouse; biological or stepsiblings; or parent, children, or sibling in law, fiancé or betrothed individual.

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.

Significant Break (in Creditable Coverage): A period of sixty- three consecutive days during all of which the individual did not have any **Creditable Coverage**.

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.

Summary of Benefits: The document issued to **Participants** as evidence of coverage under a **Group Certificate**.

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

Urgent Care Center: A 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 **Illness** presented on an episodic basis.

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.

SECTION 4

ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATE, AND TERMINATION DATE

A. Eligibility

1. **Primary Participant** Eligibility - In order to be an eligible **Primary Participant**, the following conditions must be met:

- a. The person must be an **Active Full-time Independent Contractor or Volunteer** to the **Participating Group**.
- b. If the person is in the **US** on the **Effective Date of Group Certificate**, the person must plan to depart the **US** within thirty(30) days, beginning on the date the person last arrived in the **US**.

2. **Dependent** Eligibility – In order to be an eligible **Dependent**, the following conditions must be met:

- a. The person must be a **Dependent**, as herein defined, of an eligible **Primary Participant**.
- b. If the person is in the **US** on the **Effective Date of Group Certificate**, the person must plan to depart the **US** within thirty (30) days, beginning on the date the person last arrived in the **US**.

B. Enrollment and Effective Date of Coverage

1. **Primary Participant** – Only eligible **Primary Participants** may enroll for coverage. In order to enroll, the eligible **Primary Participant** must:

- a. If the person is an eligible **Primary Participant** on the day immediately preceding the **Effective Date of the Group Certificate**, the eligible **Primary Participant** must submit to **Underwriters** a completed **Participating Group Enrollment Form** on or before the **Effective Date of Group Certificate**. **Underwriters** may, at their sole discretion, waive the requirement that each person submit a completed

Participating Group Enrollment Form, if they are satisfied that the information provided by the **Participating Group** accurately represents the enrollment at the **Effective Date of Group Certificate**. If **Underwriters** waive this requirement, they may, at their discretion, at a later date, request a **completed Participating Group Enrollment Form** from any or all **Primary Participants**. The **Enrollment Date** and the eligible **Participant's Effective Date of Coverage** is the **Effective Date of Group Certificate**.

- b. If the eligible **Primary Participant** becomes an eligible **Primary Participant** after the **Effective Date of Group Certificate**, the eligible **Primary Participant** must submit to **Underwriters** a completed **Participating Group Enrollment Form** within thirty (30) days, beginning on the first day the person becomes an eligible **Primary Participant**. The **Enrollment Date** is the date **Underwriters** receive the completed **Participating Group Enrollment Form**. The eligible **Participant's Effective Date of Coverage** is the date the person became an eligible **Primary Participant**.

- c. If an eligible **Primary Participant** does not enroll or declines enrollment, in accordance with 1. or 2. above, the eligible **Primary Participant** may enroll later by submitting to **Underwriters** a completed **Participating Group Enrollment Form**. The eligible **Primary Participant** will be considered a **Late Enrollee** for purposes of application of the **Pre-existing Condition Exclusion** contained herein. The **Enrollment Date** is the date **Underwriters** receive the completed **Participating Group Enrollment Form**. The eligible **Participant's Effective Date of Coverage** is the date **Underwriters**, at their sole discretion, accept the **Participating Group Enrollment Form**.

2. **Dependent** - Only eligible **Dependents** may enroll for coverage hereunder. In order to enroll, the eligible **Dependent** must:

a. If the eligible **Dependent** is an eligible **Dependent** on the day immediately preceding the **Effective Date of Group Certificate**, the eligible **Dependent** must be included on the eligible **Primary Participant's Participating Group Enrollment Form** submitted to **Underwriters** (unless the requirement is waived in accordance with A. 1. above) on or before the **Effective Date of Group Certificate**. The **Enrollment Date** and the eligible **Dependent's Effective Date of Coverage** is the **Effective Date of Group Certificate**.

b. If the eligible **Primary Participant** becomes an eligible **Primary Participant** after the **Effective Date of Group Certificate**, the eligible **Dependent** of the eligible **Primary Participant** must be included on a completed **Participating Group Enrollment Form** submitted to **Underwriters**, within thirty (30) days, beginning on the first day the **Primary Participant** becomes an eligible **Primary Participant**. The **Enrollment Date** is the date **Underwriters** receive the completed **Participating Group Enrollment Form**. The eligible **Dependent's Effective Date of Coverage** is the same date as that of the eligible **Primary Participant**.

c. If an eligible **Dependent** does not enroll or declines enrollment in accordance with 1. or 2. above, the eligible **Dependent** may enroll later by submitting to **Underwriters** a completed **Participating Group Enrollment Form**. The eligible **Dependent** will be considered a **Late Enrollee** for purposes of application of the **Pre-existing Condition** Exclusion contained herein. The **Enrollment Date** is the date **Underwriters** receive the completed **Participating Group Enrollment Form**. The eligible **Dependent's Effective Date of Coverage** is the date **Underwriters**, at their sole discretion, accept the **Participating Group Enrollment Form**.

d. If a person becomes an eligible **Dependent** either by birth, adoption, placement for adoption or marriage to a **Primary Participant**, the **Primary Participant** must submit a completed **Participating Group Enrollment Form** with respect to the newly acquired eligible **Dependent** within thirty days of the birth, adoption, placement for adoption or marriage. **The Enrollment Date** is the date **Underwriters** receive the **Participating Group Enrollment Form**. The eligible **Dependent's Effective Date of Coverage** is the date of the birth, adoption, placement for adoption or marriage.

e. If the eligible **Dependent** does not enroll or declines enrollment in accordance with 4. Above, the eligible **Dependent** will be considered a **Late Enrollee** for purposes of application of the **Pre-existing Condition** Exclusion contained herein. The **Enrollment Date** is the date **Underwriters** receive the completed **Participating Group Enrollment Form**. The eligible **Dependent's Effective Date of Coverage** is the date **Underwriters** accept the **Participating Group Enrollment Form**.

C. Termination of Coverage - Coverage with respect to Primary Participants and Dependents terminates on the earliest of:

1. The date the **Primary Participant** or **Dependent** no longer meets the Eligibility requirements contained herein; or
2. The last day for which premium has been paid; or
3. The date the **Group Certificate** is terminated; or
4. Thirty (30) days following the **Primary Participant's** or **Eligible Dependent's** return to the **US**.

SECTION 5

GENERAL PROVISIONS

A. Entire Agreement

The **Group Certificate** issued to the **Participating Group** and the **Summary of Benefits** issued to **Participants** are summaries of the **Benefits** provided under the Master Policy. The **Group Certificate** and the **Summary of Benefits** do not extend or change the insurance provided by the Master Policy. The insurance described in the **Group Certificate** and the **Summary of Benefits** is subject to all terms, conditions, provisions, and exclusions of the Master Policy, including any Exhibits, Schedules, Endorsements and Riders attached hereto.

B. Currency

The monetary limits and premiums stated in the Master Policy and **Group Certificates** and **Summaries of Benefits** issued hereunder are in US dollars. **Benefits** may be paid in local currency equivalents.

C. Notice

Any notice to the **Participating Group**, or any **Participant** or **Dependent** shall be sent by registered mail, and addressed to the mailing address on file with **Underwriters** on the date the notice is mailed. Each **Participating Group** and each **Participant** is required to notify **Underwriters** promptly of any change in mailing address.

D. Complaints Procedure

Complaints, if any, should be addressed in writing to the **Plan Administrator**. A written response will be provided to the **Participating Group** or **Participant** within 14 days. If the **Participating Group** or **Participant** are not satisfied with the response, they may ask the Policyholder and Market Assistance Department at Lloyd's to review their complaint, without prejudice to any rights in law. Should the foregoing prove unsatisfactory, the **Participating Group** or the **Participant** are entitled to contact the Financial Ombudsman Services (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR.

E. Service of Suit and Jurisdiction

This insurance shall be governed exclusively by the law and practice of Malta. Any litigation arising under, out of or in connection with this insurance shall be subject to the exclusive jurisdiction of any competent court in Malta. The agent for service of suit shall be Lloyd's Malta, 19, Zachary Street, PO Box 268, Valletta, VLT1133, Malta. **Underwriters** hereon agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this insurance shall be properly served if addressed to Lloyd's Malta and delivered to Lloyd's Malta. Any service which is carried out in accordance with the above manner shall be without prejudice to any other alternative method of service provided by law.

SECTION 6**CONDITIONS PRECEDENT FOR PARTICIPANT(S)**

The following are conditions precedent to **Underwriters'** liability under this insurance:

A. Premium

1. Rates: Rates for this insurance shall be as set forth in the **Group Certificate**.
2. Payment: Payment of the required premium shall be remitted to **Underwriters** on or before the **Effective Date** indicated on the **Group Certificate**.
3. Grace Period: A period of 30 days will be allowed for all installments except the first. In the event premium remains unpaid as of the last day of the Grace Period, all insurance hereunder shall cease as of the due date of the unpaid premium.

B. Misrepresentation and Fraud

1. **Application: Underwriters** rely on the statements made and information provided by the **Participating Group** in determining whether or not and on what basis to offer insurance hereunder. Any misstatement, concealment or fraud in the statements made or information provided by or on behalf of the **Participating Group**, whether in writing or otherwise, shall render this insurance null and void and all claims hereunder shall be forfeited in addition to any and all other remedies available to **Underwriters**.
2. **Participating Group Enrollment Form: Underwriters** rely on the statements and information provided by the **Participant** in determining whether or not and on what basis to offer insurance hereunder. Any misstatement, concealment or fraud in the statements made or information provided by or on behalf of the **Participant**, whether in writing or otherwise, shall render this insurance null and void and all claims hereunder shall be forfeited in addition to any and all other remedies available to **Underwriters**.
3. Claims: **Underwriters** rely on the statements made by the **Participant** on the Claimant's Statement and in connection with the submission of any claim hereunder in determining whether or not and to what extent **Benefits** under this insurance may be payable. Any misstatement, concealment or fraud in the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited, in addition to any and all other remedies available to **Underwriters**.

C. Proof of Claim

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

1. A completed and signed Claimant's Statement, together with any/all required attachments and authorizations; and
2. Original itemized bills from **Physicians, Hospitals** and other **Medical Providers**; and
3. Original receipts for any expenses that have already been paid by or on behalf of the **Participant**. The **Participant** shall have 60 days beginning on the day the expense is incurred, 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.

D. Appealing a Claim

1. Time Limit: In the event **Underwriters** deny all or part of a claim under this insurance, the **Participant** shall have 90 days from the date the notice of denial was mailed to the **Participant'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.
2. Appeal Procedure: Within 30 days of **Underwriters'** receipt of the appeal, **Underwriters'** will review the claim. A written response will be forwarded to the **Participant**.

E. Arbitration

If any dispute shall arise as to the amount to be paid under this insurance (liability being otherwise admitted), such dispute shall be referred to arbitration in accordance with procedures of the London Court of International Arbitration. Where any dispute is referred to arbitration by this provision the making of an award shall be a condition precedent to any right of action against **Underwriters**.

F. Legal Actions

No action of law or equity may be brought to recover **Benefits** under this insurance until 60 days after written **Proof of Claim**, as herein defined, has been provided to **Underwriters**. No such action may be brought after the end of two (2) years after the time that written **Proof of Claim**, as herein defined, is required to be furnished.

G. Waiver of Rights

In the event that **Underwriters** do not enforce or require compliance with any provision herein will not invalidate, modify or render such provision unenforceable at any other time, whether or not the circumstances are the same.

H. Claims Cooperation

The **Participant** and his/her **Physician(s), Hospital(s)** and other **Medical Providers** shall cooperate fully with **Underwriters** including granting full right of access to all related medical documentation, reports and evidence. **Underwriters** may deny coverage for any claim where there has been a refusal or material failure to so cooperate.

I. Patient Advocacy

Underwriters may determine that a particular claim or diagnosis occurring under this insurance may be placed under the Patient Advocacy program to ensure that **Medically Necessary** services and supplies are provided in the most cost effective manner. In the event **Underwriters** determine that a claim or diagnosis meets the Patient Advocacy program requirements, they will notify the **Participant**, and a Patient Advocate will be assigned to the **Participant**. Thereafter, the Patient Advocate may make recommendations of alternative treatment settings and/or procedures and/or supplies, which may be more cost effective for **Underwriters** and/or the **Participant**. Such recommendations will be made with input from the **Participant** and the **Participant's Physician(s)** and will be made only when it can be reasonably demonstrated that

the **Medically Necessary** services and supplies can be provided in a more cost-effective manner to **Underwriters** and/or the **Participant**. **Underwriters** will use best efforts to evaluate and recommend alternative treatment settings and/or procedures and/or supplies, which can reasonably be expected to result in the same or better care of the **Participant**. The **Participant**, in accepting the recommendations, agrees to hold **Underwriters** harmless and **Underwriters** shall not be held liable or otherwise responsible for any treatment, service, supply, procedure or care provided to the **Participant** except for the payment of **Benefits** under this insurance. After the **Participant** has been notified that the claim or diagnosis meets the Patient Advocacy program requirements, **Underwriters** reserve the rights to:

1. Make payment for treatments, services and/or supplies which are not covered under this insurance which would be beneficial to the **Participant** and cost effective to **Underwriters**; and
2. Deny payment for expenses which would otherwise be covered under this insurance which are over the amount **Underwriters** would have paid had the **Participant** followed the recommendations of the Patient Advocacy program.

J. Subrogation

The **Participant** undertakes to cooperate with **Underwriters** in the prosecution of any and all valid claims they may have against third parties arising out of any occurrence which results or may result in a loss payment by **Underwriters** and to account for any amounts recovered on the basis that **Underwriters** shall be entitled to recover first in full any sums paid by them before the **Participant** shares in any amount so recovered. Should the **Participant** fail to prosecute any valid claims against third parties and **Underwriters** thereupon become liable to make payment under this insurance, then **Underwriters** shall be subrogated to all rights of the **Participant**. Any amount recovered by **Underwriters** shall be used to pay the expenses of collection and reimbursement of **Underwriters** for any amount they may have paid or become liable to pay under this insurance. Any remaining amounts shall be paid to the **Participant**.

K. Other Insurance

Underwriters shall not pay any claim if there is other insurance that would, or would but for the existence of this insurance, pay such claim. Except where benefit amounts insured elsewhere are less than the applicable benefit amount insured by the Master Policy, the Master Policy insures for the difference between the benefit amounts insured elsewhere and the applicable benefit amount of the Master Policy, subject always to the applicable **Deductible** stated in the **Summary of Benefits** issued to the **Participant**. **Underwriters** shall not pay any claim in respect to care, treatment, services or supplies furnished by any program or agency funded by any government.

L. Assignment

The **Participant** may assign **Benefits** under this insurance to a **Hospital, Physician** or other **Medical Provider**. Any assignment shall not confer upon such **Hospital, Physician** or other **Medical Provider**, any right or privilege granted to the **Participant** under this insurance except for the right to receive **Benefits**, if any, which are determined to be due and payable hereunder. No **Hospital, Physician** or other **Medical Provider** shall have any direct or indirect claim or right of action against **Underwriters** or the **Plan Administrator**.

M. Right of Recovery

In the event of overpayment of any claim hereunder because:

1. All or some of the expenses were not paid for by or on behalf of the **Participant** or were subsequently recovered by or on behalf of the **Participant**; or
2. Any **Relative** of the **Participant** or any person in the **Participant's** family, whether or not that person is or was an **Participant**, is repaid for all or some of those expenses by a source other than **Underwriters**; or
3. All or some of the expenses were not Eligible Expenses as set forth herein; or
4. All or some of the expenses were paid or reimbursed based on incorrect benefit application; then

Underwriters have the right to recover the amount of overpayment from the **Participant** and/or the **Hospital, Physician** or other **Medical Provider** of services or supplies. The amount of the recovery is the difference between:

- a. The amount of expenses actually paid by **Underwriters**; and
- b. The amount of expenses which should have been paid by **Underwriters**.

If the **Participant** or the **Hospital, Physician** or other **Medical Provider** of services or supplies does not promptly make any such refund to **Underwriters**, **Underwriters** may, in addition to any other remedies available to them, either:

- i. reduce the amount of any future claim that is otherwise eligible for payment hereunder, to the full extent of the refund due **Underwriters**; or
- ii. cancel the insurance issued to the **Participant** by giving 30 days advance written notice by mail to the **Participant's** last known address.

N. Claims Assistance

Every attempt will be made to help **Participants** understand the **Benefits** provided by this insurance, however, any statement made by an employee of **Underwriters** or the **Plan Administrator** will be deemed a representation and not a warranty. Actual benefit payment can only be determined at the time a claim is submitted and all facts are presented in writing. If a definite answer to a specific question is required, the **Participant** can submit a written request, including all pertinent information and a statement from the attending **Physician** (if applicable), and a written reply will be sent to the **Participant** and kept on file.

SECTION 7**PRE-CERTIFICATION REQUIREMENTS****A. General Requirements: To comply with the Pre-certification requirements, the Participant must:**

1. Contact the **Plan Administrator** at the telephone number contained in the **Participant's Summary of Benefits** as soon as possible before the expense is to be incurred; and
2. 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 **Medical Providers** that this insurance contains Pre-certification requirements and ask them to fully cooperate with the **Plan Administrator**.

If the **Participant** complies with the Pre-certification requirements, and the expenses are Pre-certified, **Underwriters** will pay the **Benefits** of the Master Policy, subject to all terms, conditions, provisions and exclusions contained herein. If the **Participant** does not comply with the Pre-certification requirements or if the expenses are not Pre-certified:

- a. Eligible Medical Expenses claims will be reduced by 50%; and
- b. The **Deductible** will be subtracted from the remaining amount; and
- c. The Coinsurance will be applied.

B. The following expenses must always be Pre-certified:

1. Maternity (see Maternity Pre-certification Requirements)
2. Transplants (see Transplant Pre-certification Requirements)
3. **Inpatient** care; and
4. Any **Surgery or Surgical Procedure**; and
5. Care in an **Extended Care Facility**; and
6. **Home Nursing Care**; and
7. **Durable Medical Equipment**; and
8. Artificial limbs; and
9. Computerized Tomography (CAT Scan); and
10. Magnetic Resonance Imaging (MRI).

C. Maternity Pre-certification Requirements – To comply with the Maternity Pre- certification Requirements, the Participant must :

1. Contact the **Plan Administrator** as soon as possible but always within the first 90 days of Pregnancy; and
2. Comply with the instructions of the **Plan Administrator** and submit any information or documents required by **Underwriters**; 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 **Participant** complies with the Maternity Pre-certification Requirements, and the expenses are Pre-certified, **Underwriters** will pay **Benefits** in respect to Maternity and **Newborn** care subject to all terms, conditions, provisions and exclusions contained herein.

If the **Participant** does not comply with the Maternity Pre-certification Requirements, or if the expense are not Pre-certified:

1. Eligible Medical Expense claims in respect to Maternity and Newborn care will be reduced by 50%; and
2. The **Deductible** will be subtracted from the remaining amount; and
3. The Coinsurance will be applied.

If for any reason after the initial Maternity Pre-certification, the **Participant** becomes aware of complications during **Pregnancy**, the **Participant** must Pre-certify again.

C. Transplant, Emergency Medical Evacuation, Emergency Reunion, Local Burial or Cremation, Return Home or To Service Pre-certification Requirements: To comply with the Pre-certification requirements for these Benefits, the Participant must:

1. Contact the **Plan Administrator** at the telephone number contained in the **Participant's Summary of Benefits** 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 required by **Underwriters**; 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 **Participant** complies with these Pre-certification requirements, and the expenses are Pre-certified, **Underwriters** will pay **Benefits**, subject to all terms, conditions, provisions and exclusions contained herein.

If the **Participant** does not comply with these Pre-certification Requirements, or if the expense are not Pre-certified, all **Benefits** hereunder are forfeited.

D. 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 but no later than one week thereafter.

E. 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.

F. 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 the Participant receives prior approval.

SECTION 8

PREFERRED MEDICAL PROVIDER (PPO) REQUIREMENTS

Nothing contained in this insurance restricts or interferes with the **Participant's** right to select the **Hospital, Physician** or other **Medical Provider** of the **Participant's** choice. Nothing contained in this insurance restricts or interferes with the relationship between the **Participant** and the **Hospital, Physician** or other **Medical Providers** with respect to treatment or care of any condition, or the right of any **Participant** to receive, at his or her own expense, services and/or supplies that are not covered under this insurance.

To comply with the **Preferred Medical Provider** requirements, the **Participant** must receive medical treatment from **Preferred Medical Providers** as directed by the **Plan Administrator**. If the **Participant** chooses to seek treatment from a **Preferred Medical Provider**, **Underwriters** will remit payment for eligible expenses directly to the **Preferred Medical Provider**. The **Participant** may review a listing of **Preferred Medical Providers** for the area where he or she will be receiving treatment by contacting the **Plan Administrator**.

SECTION 9

ELIGIBLE EXPENSES

Subject to the **Deductible, Coinsurance** and Limits set forth in the **Group Certificate**, **Underwriters** will pay the following expenses incurred while this insurance is in effect:

1. 1. Charges made by a **Hospital** for:
 - b. daily room and board and nursing services not to exceed the average semi-private room rate; and
 - c. daily room and board and nursing services in **Intensive Care Unit**; and
 - d. use of operating, treatment or recovery room; and

- e. services and supplies which are routinely provided by the **Hospital** to persons for use while **Inpatients**; and
 - f. **Emergency Room** treatment of an **Injury**; and
 - g. **Emergency Room** treatment of an **Illness** resulting in admission to the **Hospital** as **Inpatient** for further treatment of that **Illness**; and
 - h. **Emergency Room** treatment of an **Illness** which does not result in admission to the **Hospital** as **Inpatient**, if non **Emergency Room** care was not available due to the time or location of the **Participant** at the onset of symptoms. No coverage provided for non-**Emergency** treatment of **Illness** in **Emergency Room** when or where alternative non-**Emergency** care facilities are available.
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 reconstructive **Surgery** is directly related to **Surgery** which was covered hereunder.
 8. For radiation therapy or treatment and chemotherapy; and
 9. 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.
 10. For oxygen and other gasses and their administration by or under the supervision of a **Physician**.
 11. For anesthetics and their administration by a **Physician**.
 12. 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.
 13. For care in a licensed **Extended Care Facility** upon direct transfer from an acute care **Hospital**.
 14. **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.

15. **Emergency** local ambulance transport necessarily incurred in connection with **Injury** or **Illness** resulting in **Inpatient** hospitalization.
16. **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.
17. For routine and **Medically Necessary** care of Newborns of the Participant or Participant's covered Spouse, during the first 31 days of life provided the Pregnancy and **Delivery** of the Newborn is covered hereunder.
18. For pre-natal care, delivery of Newborn of the Participant or Participant's covered Spouse, and post-natal care.
19. Physical therapy by an authorised physiotherapist necessarily incurred to continue recovery from a covered **Injury** or **Illness**, and subject to the maximum amounts specified in the ARTICLE nnn. Such physical therapy must be prescribed by a **Physician** who is not affiliated with the authorised physiotherapy practice performing the Physical therapy.
20. **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.
21. The following Human Organ/Tissue Transplant-related expenses: **Underwriters** will pay Eligible Medical Expenses for the Covered Transplants, in addition to the following expenses, but always subject to the Limits set forth in the Table of **Benefits** and Limits –
- A. Eligible Medical Expenses incurred by a live donor will be treated as if they were the expenses of the Participant receiving the Transplant if the Participant received an organ or tissue of the live donor; and
 - B. Organ procurement and harvesting costs, excluding acquisition or purchase of the actual organ or tissue, up to a Lifetime Maximum of \$10,000.
 - C. Reasonable travel and lodging expenses of the Participant if travel of more than 100 miles is necessary to receive Transplant treatment and services, up to a Lifetime Maximum of \$5,000.

22. Emergency Medical Evacuation -

Subject to the Limits set forth in ARTICLE 3, 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 **Participant** will receive treatment; and
- B. **Emergency** ground transportation necessarily preceding **Emergency** air transportation; and from the destination airport to the **Hospital** where the **Participant** will receive treatment.

Conditions and Restrictions:

- i. The **Participant** must be in compliance with all conditions and provisions of the insurance; and
- ii **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

iii **Underwriters** will provide **Emergency Medical Evacuation Benefits** only when all of the following conditions are met:

1. **Medically Necessary** treatment, services and supplies cannot be provided locally; and
2. transportation by any other method would result in loss of **Participant's** life or limb; and
3. recommended by the attending **Physician** who certifies to the above; and
4. agreed upon by the **Participant** or a **Relative** of the **Participant**; and
5. approved in advance and coordinated by **Underwriters**; and
6. 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**.

iv. **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 **Participant's** loss of life or limb.

v. **Underwriters** will use their best efforts to arrange any **Emergency Medical Evacuation** within the least amount of time possible. The **Participant** understands that the timeliness of **Emergency Medical Evacuation** can be affected by circumstances which are not within the control of **Underwriters**, including but not limited to: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems and weather. The **Participant** agrees to hold **Underwriters** harmless and **Underwriters** shall not be held liable for any delays that are not within their direct and immediate control.

vi. In case of an Ebola (Ebola, EVD or Ebola Hemorrhagic fever) related **Emergency Medical Evacuation**, **Underwriters** or their agents are obliged to comply with State, Country and World Health Organization (WHO) instructions, timelines and guidelines which most often includes that such evacuations are organized and paid for by the member's home country government.

23. Eligible Expenses - Repatriation of Remains

Subject to the Limits set forth in ARTICLE 3, 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 **Participant**:

- A. Air or ground transportation of bodily remains or ashes to the airport or ground transportation terminal nearest to the **Principal Residence** of the deceased **Participant**; and
- B. Reasonable costs of preparation of the remains necessary for transportation.

Conditions and Restrictions:

- i. The **Participant** must be in compliance with all conditions and provisions of this insurance; and
- ii. Repatriation of Remains must be approved in advance and coordinated by **Underwriters**; and
- iii. **Underwriters** will provide Repatriation of Remains **Benefits** only when the death of the **Participant** occurs as a result of an **Injury** or **Illness** that is covered under this insurance; and
- iv. **Underwriters** will provide Repatriation of Remains **Benefits** only when the death of the **Participant** occurs while this insurance is in effect; and
- v. **Underwriters** will use their best efforts to arrange any Repatriation of Remains within the least amount of time possible. The **Participant** understands that the timeliness of Repatriation can be affected by circumstances which are not within the control of **Underwriters**, including but not limited to: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems and weather. The **Participant**, and his/her heirs, agree 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.

24. Eligible Expenses - Local Burial or Cremation

Subject to the Limits set forth in ARTICLE 3, and subject to the Conditions and

Restrictions contained in this provision, **Underwriters** will pay the following Local Burial or Cremation expenses arising from the death of a **Participant**:

- A. **Underwriters** will pay for the **Participant** to be buried or cremated in the country of death in lieu of Repatriation of Remains benefit herein provided.

Conditions and Restrictions:

- i. The **Participant** must be in compliance with all conditions and provisions of this insurance; and
- ii. local burial or cremation must be approved in advance and coordinated by **Underwriters**; and
- iii. **Underwriters** will provide local burial or cremation **Benefits** only when the death of the **Participant** occurs as a result of an **Injury** or **Illness** that is covered under this insurance; and
- iv. **Underwriters** will provide local burial or cremation **Benefits** only when the death of the **Participant** occurs while this insurance is in effect; and
- v. **Underwriters** will use their best efforts to arrange any local burial or cremation within the least amount of time possible. The **Participant** understands that the timeliness of Local Burial or Cremation can be affected by circumstances that are not within the control of **Underwriters**, including but not limited to: government officials, government rules, regulations or laws, telecommunications problems and weather. The **Participant**, and his/her heirs, agree 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 Local Burial or Cremation process or otherwise and; and

vi. 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 **Participant's Home Country**.

25. Eligible Expenses - Emergency Reunion

Subject to the Limits set forth in ARTICLE 3, 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:

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

Conditions and Restrictions:

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

26. Eligible Expenses - Return (following a covered **Emergency** Medical Evacuation)

Subject to the Limits set forth in ARTICLE 3, and subject to the Conditions and Restrictions contained in this provision, **Underwriters** will pay the following return **Benefits**:

- A. The cost of an economy one-way air and/or ground transportation ticket for the **Participant** from the area where the **Participant** was hospitalized following an **Emergency** Medical Evacuation to the area where the **Participant** was initially evacuated from, or to the terminal serving the area of the **Participant's Principal Residence**, subject to the following Conditions and Restrictions:

Conditions and Restrictions:

- i. The **Participant** must be in compliance with all conditions and provisions of this insurance; and
- ii. Return **Benefits** must be approved in advance and coordinated by **Underwriters**; and
- iii. **Underwriters** will provide Return **Benefits** only following a covered **Emergency** Medical Evacuation when the attending **Physician** states that it is **Medically Necessary** for the **Participant** 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.

27. Accidental Death and Dismemberment

Subject to the Limits set forth in ARTICLE 3, and subject to the Conditions and Restrictions contained in this provision, **Underwriters** will pay the following **Accidental Death** and Dismemberment benefit:

A. **Accidental Death** - **Underwriters** will pay the Principal Sum of **USD15,000** to the **Participant's Beneficiary**.

B. **Accidental Dismemberment**

i. Loss of 2 or more Limbs or eyes (or sight of eyes) -

Underwriters will pay the Principal Sum, as indicated in item A of this section, to the **Participant**.

ii. Loss of 1 Limb or eye (or sight of eye) - **Underwriters** will pay one-half of the Principal Sum, as indicated in item 1 of this section, to the **Participant**.

C. The Principal Sums stated in item 1 and 2 of this section will be doubled in respect of **Accidental Death** or **Accidental Dismemberment** if **Accidental Death** or **Accidental Dismemberment** results from **Kidnapping**, attempted **Kidnapping** or **Hijacking**, but subject to a maximum of **USD250,000** any one family.

Conditions and Restrictions:

- i. The **Participant** must be in compliance with all conditions and provisions of this insurance; and
- ii. The **Accident** giving rise to the **Accidental Death** or Dismemberment must be covered under this insurance; and
- iii. The **Accident** giving rise to the **Accidental Death** must not be a **Common Carrier Accident**; and
- iv. Death must not occur in the **Participant's Home Country**; and
- v. In no event (except as provided for under section G.3) will **Underwriters'** payment under this benefit total more than the Principal Sum.

SECTION 10**EXCLUSIONS**

War, Terrorism, Biological, Chemical, Radioactive, Nuclear: 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 –

- A. 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, or
- B. any **Act of Terrorism**. For the purpose of this insurance, and “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; or
- C. the use of any biological, chemical, radioactive or nuclear agent, material, device or weapon. However, this exclusion (C) shall not apply where the Participant is exposed to nuclear radioactive and/or radioactive material for the purpose of medical treatment.

This insurance also excludes 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 A, B or C 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 **Participant**. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

The following charges, treatments, care, services, supplies and/or conditions are excluded from coverage hereunder:

1. **Pre-existing Conditions** – Charges resulting directly or indirectly from any **Pre-existing Condition**, defined as a Condition (whether physical or mental and regardless of the cause of the condition) for which medical advice, diagnosis, care or treatment was recommended or received during the 6 month period ending on the **Enrollment Date**, are excluded from this insurance until the earlier of the following dates:
 - A. 365 days beginning on the **Enrollment Date**; or
 - B. The date that the number of days beginning on the **Enrollment Date**, when added to the number of days of **Creditable Coverage** beginning on the first day following any **Significant Break in Creditable Coverage** and ending on the **Enrollment Date** applicable to the individual exceeds 365 days; or
 - C. With respect to **Participants** who are covered under this insurance as **Late Enrollees**, the date that the number of days beginning on the **Enrollment Date**, when added to the number of days of **Creditable Coverage** beginning on the first day following any **Significant Break in Creditable Coverage** and ending on the **Enrollment Date** applicable to the individual exceeds 546 days.

2. Charges for routine and **Medically Necessary** care of Newborns are excluded unless the **Delivery** of the **Newborn** is covered hereunder; and
3. Charges for treatment of **Mental Health Disorders** as defined herein.
4. Charges for **Routine Physical Exams** and related tests
5. Charges which are not incurred by a **Participant** while insured hereunder
6. Charges which are not presented to **Underwriters** for payment within 90 days of the date incurred; and
7. Treatment, services or supplies which are not administered by or under the supervision of a **Physician**,
8. products that can be purchased without a **Physician's** prescription.
9. Treatment, services or supplies that are not **Medically Necessary** as herein defined.
10. Treatment, services or supplies provided at no cost to the **Participant**.
11. Treatment, services or supplies provided to the **Participant** while in the US, unless that **Participant** is in the US for an incidental visit not exceeding thirty days.
12. Charges which exceed **Usual, Reasonable and Customary** as herein defined.
13. Telephone consultations or failure to keep a scheduled appointment.
14. **Surgeries**, treatments, services or supplies that are **Investigational, Experimental or for Research Purposes**.
15. 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.
16. Weight modification or **Surgical** treatment of obesity, 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 **Participant**, including but not limited to sex change **Surgery**.
18. **Surgeries**, treatments, services or supplies for cosmetic or aesthetic reasons, except for reconstructive **Surgery** when such **Surgery** is directly related to and follows **Surgery** which was covered hereunder.
19. Treatment of **Participants** who are **HIV+**, have **AIDS** or **ARC**, and all diseases caused by and/or related to **HIV**.
20. Any drug, treatment or procedure that either promotes or prevents conception including but not limited to: artificial insemination, treatment for infertility or impotency, sterilization or reversal of sterilization.
21. Any drug, treatment or procedure that either promotes, enhances or corrects impotency or sexual dysfunction.
22. Abortions, except to save the life of the mother.

23. Any dental treatment, except for **Emergency Dental Treatment** following an **Accident** covered hereunder.
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 radial keratotomy, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.
26. Treatment of the temporomandibular joint.
27. Routine care of **Newborns** after the first 31 days of life.
28. **Injury** sustained while taking part in the following activities:
 - a. **Amateur Athletics, Contact Sports**, intercollegiate, interscholastic, intramural, and club sports or athletic activities and **Professional Sports**. Non-contact and non-organized/non-sanctioned amateur sports or athletic activities engaged in by the **Participant** solely for leisure, recreational, entertainment or fitness purposes are not excluded unless they are excluded by (b) through (i) of this provision; and
 - b. Mountaineering where a reasonably prudent person would use ropes or guides at elevations of 4,500 meters or higher; and
 - c. Aviation (except when traveling solely as a passenger in a commercial aircraft); and
 - d. Hang gliding, sky diving, parachuting or bungee jumping; and
 - e. Racing by any animal or motorized vehicle; and
 - f. Spelunking; and
 - g. Sub aqua pursuits involving underwater breathing apparatus unless PADI/NAUI certified, accompanied by a certified instructor, and at depths of less than 10 meters; and
 - h. Jet skiing; and
 - i. snow skiing or snowboarding, except for recreational downhill and orcross country snow skiing or snowboarding (not cover provided whilst skiing away from prepared and marked in-bound territories and/or against the advice of the local ski school or local authoritative body)
 - j. Any other sport or activity which is undertaken for thrill seeking and exposes the Participant to abnormal or extraordinary risk of **Injury**.
29. **Injury** sustained while under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a **Physician** but not for the treatment of **Substance Abuse**.
30. Costs resulting from self-inflicted **Injury** or **Illness** and/or suicide or attempted suicide whether sane or insane.

31. Voluntary testing for the following: **HIV**, seropositivity to the **AIDS** virus, **AIDS** related illnesses, **ARC** Syndrome, **AIDS**.
32. **Routine Physical Exams** and treatment 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, except for **Newborns** under the age of 31 days.
33. Treatment by a chiropractor unless ordered in advance by a **Physician**
34. Charges resulting from or occurring during the commission of a violation of law by the **Participant**, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
35. Medical treatment for **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. Any services, supplies, or treatment performed or provided by a **Relative** of the **Participant** or any family member of the **Participant** or any person who ordinarily resides with the **Participant**.
38. Orthoptics and visual eye training
39. Services, supplies, or treatment that are not included as Eligible Expenses as described herein.
40. The following care, 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. Services, supplies, or treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a **Physician**
42. Treatment of sleep disorders.
43. Exercise programs, whether or not prescribed or recommended by a **Physician**
44. 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, and Return sections of this insurance.
46. 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, except for **Covered Transplants**.
48. Artificial or mechanical devices designed to replace human organs temporarily or permanently.
49. Expenses to keep a donor alive for a transplant procedure, whether or not the transplant procedure is a **Covered Transplant**.

50. Transplant **Benefits** for more than one **Covered Transplant** during any 12-month period, except re-transplantation if during initial transplant procedure.
51. Treatment related to birth defects and congenital illnesses, except during the first 31 days of life of a Newborn covered hereunder. Birth defects are deemed to include hereditary conditions.
52. Treatment for acne, moles, skin tags, diseases of sebaceous glands, seborrhea, sebaceous cyst, unspecified disease of sebaceous glands, hypertrophic and atrophic conditions of skin, nevus.
53. All expenses of any cryogenic preservation and implantation or re-implantation of living cells.
54. All **Emergency** Medical Evacuation, Repatriation of Remains, or Local Burial or Cremation costs not approved or arranged in advance by **Underwriters**.
55. Coverage for Local Burial or Cremation is excluded from coverage if death occurs in the **Participant's Home Country**.
56. Claims payable under any government system, including the Australian Medicare system, are excluded from coverage.
57. **Injury** or **Illness** sustained when the **Participant** has unreasonably failed or refused to depart a country within 48 hours of the time an evacuation order has been issued by the **Participant's Home Country**.

SECTION 11

HOW TO FILE A CLAIM

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

Tangiers International, Limited

54 Melita Street
 Valletta VLT1122
 Malta

Tel: **+356 2778 0016**

Fax: **+356 2778 0016**

Email: **claims@tangiersinternational.com**



TANGIERS INSURANCE SERVICES Ltd

Suite 21, 30 Churchill Square Business Centre Kings Hill,
West Malling ME19 4YU, UK

Email: info@tangiersinsurance.com

Member of the Tangiers Group

