

**INTERNATIONAL ACCIDENT OR SICKNESS MEDICAL BENEFIT PLAN  
CERTIFICATE OF COVERAGE**

**POLICYHOLDER:** SMIC Trust

**PARTICIPATING MEMBER** Bellevue University (27-4881-21)  
1000 Galvin Road  
Bellevue, NE 68005

**EFFECTIVE DATE:** August 21, 2021

**EXPIRATION DATE:** August 20, 2022

This Certificate describes the terms and conditions of benefits under the Policy issued by Pan American International Insurance Corporation (A Stock Company) (herein referenced as “the Company”).

The Company agrees to provide benefits, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Policy.

Coverage under this Certificate becomes effective at 12:00 A.M. at the address of the Participating Member on the Effective Date shown above if the premium is paid according to the agreed terms. This Certificate terminates at 11:59 PM, on the Expiration Date shown above.

**Patient Protection and Affordable Care Act (“PPACA”) Disclosure Statement**

These benefits are not subject to, and do not provide some of the benefits required by, the United States PPACA. In no event will We provide benefits in excess of those specified in the Policy, and these benefits are not subject to guaranteed issuance or renewal.

**THIS IS LIMITED BENEFIT COVERAGE. READ IT CAREFULLY.  
THIS POLICY IS NOT RENEWABLE.**

**PAN-AMERICAN INTERNATIONAL INSURANCE CORPORATION**



**Bruce G. Parker Jr.  
President and Chief Executive Officer**

**NON-PARTICIPATING**

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## **SCHEDULE OF BENEFITS**

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*This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the Certificate provisions carefully.*

**The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Certificate. Please read each Benefit Description section for full details.**

**ELIGIBLE PERSONS:** An Eligible Person is an individual who meets all of the requirements of the Covered Classes shown below:

- Class 1. An international student or other person with a valid F, J or M visa status, temporarily located outside His Home Country as a non-resident alien and:
- a. Is engaged in educational or cultural activities of the Participating Member; and
  - b. Has not obtained permanent residency status in the United States; and
  - c. Is not a U.S. Citizen.

If, subject to all the terms and conditions of this Certificate, a Covered Person is eligible for insurance under multiple Classes described above, then such Covered Person will only be insured under the Class which provides the Covered Person the largest benefit amount for the Covered Loss that has occurred.

## **ACCIDENT INDEMNITY BENEFITS**

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### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Principal Sum	\$10,000
Loss must occur within	365 days of the Accident

### **SCHEDULE OF COVERED LOSSES**

<b>Covered Loss</b>	<b>Benefit</b>
Loss of Life	100% of the Principal Sum
Loss of Both Hands or Both Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand and One Foot	100% of the Principal Sum
Loss of One Hand	50% of the Principal Sum
Loss of One Foot	50% of the Principal Sum
Loss of One Hand and Sight of One Eye	100% of the Principal Sum
Loss of Entire Sight of One Eye	50% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Loss of One Foot and Sight of One Eye	100% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing in both ears	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

**ACCIDENT & SICKNESS MEDICAL AND OTHER EXPENSE BENEFITS**

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**Any benefit limits and Benefit Percentages, Coinsurance, Copayments for *Accident & Sickness Medical and Other Expense Benefits* apply, unless otherwise specified, on a per Covered Person – per covered Accident or Sickness per Policy Year basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable. Any Coinsurance, Copayments, Deductibles, Benefit Periods, Out-of-Pocket Maximums, Benefit Limits and Benefit Maximums apply on a per Covered Person per covered Accident or Sickness per Policy Year basis.**

**SCOPE OF COVERAGE APPLICABLE TO ACCIDENT OR SICKNESS MEDICAL AND OTHER EXPENSE BENEFITS Full Excess Medical Expense**

**ACCIDENT & SICKNESS MEDICAL AND OTHER EXPENSE BENEFIT**

Total Maximum per Accident or Sickness

Medical and Other Expense Benefits  
per Accident or Sickness

\$500,000

First Covered Expenses must be  
Incurred within

30 days after the covered Accident or Sickness

Coinsurance

In-Network Provider: 100% of the Negotiated Rate  
Out-of-Network Provider: 80% of U&C

Out-of-Pocket Maximum per Policy Year,  
per Individual

In-Network Provider: \$6,000  
Out-of-Network Provider: \$12,000

Benefit Period

per Policy Year

Deductible per Policy Year per Individual

\$0

**Covered Expenses for which benefits are payable are outlined below. Unless otherwise indicated, benefits are payable as a percentage of Usual and Customary Charges.**

Payment of Covered Expenses for In-Network Providers is based on the Insurer's Negotiated Rate. In-Network Providers have agreed to accept the Negotiated Rate as payment in full.

## ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFITS

<b>Covered Expenses</b>	<b>In-Network Provider</b>	<b>Out of Network Provider</b>
<b>In-Patient Hospital Services</b>		
Room and Board Expenses	100% of the Negotiated Rate subject to a \$50 Copay per visit	80% of U&C at the semi-private room rate subject to a \$70 Copay per visit
Intensive Care Unit or Coronary Care Unit Expenses	100% of the Negotiated Rate	80% of U&C
Hospital Miscellaneous Expenses	100% of the Negotiated Rate	80% of U&C
<b>Emergency Room and Emergency Room Treatment</b>	100% of the Negotiated Rate subject to a \$100 Copay per visit.	80% of U&C subject to \$200 Copay per visit.
<b>Out-Patient Hospital Miscellaneous Expenses</b>	100% of the Negotiated Rate	80% of U&C
<b>Physician Services</b>		
Surgery	100% of the Negotiated Rate	80% of U&C
Assistant Surgeon	100% of the Negotiated Rate	80% of U&C
Second Opinion or Consultation	100% of the Negotiated Rate subject to a \$20 Copay per visit	80% of U&C subject to a \$35 Copay per visit
Anesthesia and its Administration	100% of the Negotiated Rate	80% of U&C
In-Hospital Visits	100% of the Negotiated Rate	80% of U&C
Out-Patient Office Visits	100% of the Negotiated Rate subject to a \$20 Copay per visit	80% of U&C subject to a \$35 Copay per visit
<b>Pre-Admission Testing</b>	100% of the Negotiated Rate	80% of U&C
<b>Out-Patient X-Rays</b>	100% of the Negotiated Rate	80% of U&C
<b>Out-Patient Laboratory Tests</b>	100% of the Negotiated Rate	80% of U&C

<b>Out-Patient Physical Therapy</b>	100% of the Negotiated Rate subject to a \$20 Copay per visit  Acupuncture Maximum: 100% of the Negotiated Rate; subject to a \$20 Copay per visit; 20 visit maximum per Policy Year; up to \$50 per visit.  Chiropractic Adjustment Maximum: 100% of the Negotiated Rate; subject to a \$20 Copay per visit; 20 visit maximum per Policy Year up to \$50 per visit	80% of U&C subject to a \$20 Copay per visit  Acupuncture Maximum: 80% of U&C; subject to a \$20 Copay per visit; 20 visit maximum per Policy Year; up to \$50 per visit  Chiropractic Adjustment Maximum: 80% of U&C; subject to a \$20 Copay per visit; 20 visit maximum per Policy Year; up to \$50 per visit
<b>In-Patient Physical Therapy</b>	100% of the Negotiated Rate	80% of U&C
<b>Nursing Services</b>	100% of the Negotiated Rate	80% of U&C
<b>Ambulance Services</b>	100% of the Negotiated Rate	80% of Actual Charges
<b>Radiation/Chemotherapy Benefit</b>	100% of the Negotiated Rate	80% of U&C
<b>Dental Services</b> Maximum Benefit is \$2,500 per Policy Year	100% of the Negotiated	80% of U&C
<b>Prescription Drugs</b> Maximum Benefit is \$5,000 per Policy Year. Based on a 30-day supply per prescription.	50% of Actual Charges	No Benefit
<b>Intercollegiate, Club and Interscholastic Athletic Sports Conditions</b> \$10,000 maximum per Policy Year	100% of the Negotiated Rate	80% of U&C
<b>Behavioral Health Services Expense Benefit</b> <b>Mental and Nervous Disorders</b>		
In-Patient Expenses	100% of the Negotiated Rate 30 day maximum	80% of U&C 30 day maximum
Out-Patient Expenses	100% of the Negotiated Rate; 30 visit maximum subject to a \$20 Copay per visit	80% of U&C; 30 visit maximum subject to a \$35 Copay per visit
<b>Wellness Expense Benefit</b> Maximum Benefit is \$250 per Policy Year	100% of the Negotiated Rate	80% of U&C
<b>Pregnancy, Complications of Pregnancy, Maternity and Pre-Natal Expense Benefit</b> Conception must occur while continuously covered under the Participating Member's plan.	100% of the Negotiated Rate subject to a \$20 Copay per visit	80% of U&C subject to a \$35 Copay per visit

<b>Behavioral Health Services Expense Benefit Substance Abuse; Alcohol &amp; Drug Abuse</b>		
In-Patient Expenses	100% of the Negotiated Rate 30 day maximum	80% of U&C 30 day maximum
Out-Patient Expenses	100% of the Negotiated Rate; 30 visit maximum subject to a \$20 Copay per visit	80% of U&C; 30 visit maximum subject to a \$35 Copay per visit
<b>Elective/Therapeutic Termination Of Covered Pregnancy Expense Benefit</b>  Maximum Benefit is \$1,000 per Policy Year	100% of the Negotiated Rate subject to a \$20 Copay per visit	80% of U&C subject to a \$35 Copay per visit
<b>Skilled Nursing Facility</b>  Must begin within 14 consecutive days after a Covered Person is Hospital Confined as a result of a covered Accident or Sickness	100% of the Negotiated Rate	80% of U&C at the semi-private room rate
<b>Urgent Care Facility</b>	100% of the Negotiated Rate subject to a \$20 Copay per visit	80% of U&C subject to \$35 Copay per visit
<b>Pre-Existing Conditions during the first 6 months of continuous coverage</b>  Maximum Benefit is \$10,000 per Policy Year	100% of the Negotiated Rate	80% of U&C
<b>Pre-Existing Conditions after 6 months of continuous coverage</b>	100% of the Negotiated Rate	80% of U&C
<b>Rehabilitative Braces and Appliances</b>	100% of the Negotiated Rate	80% of U&C

#### OTHER EXPENSE BENEFITS

<b>Covered Expenses</b>	
<b>Trip Benefit</b>	Trip Delay Quarantine Benefit Amount: \$100 per day up to 15 days. Maximum of \$1,500



## GENERAL DEFINITIONS

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Please note that certain words used in this Policy have specific meanings. Key terms used in this Policy are defined below. They are capitalized wherever they appear in this Policy.

**Accident** means a sudden, unforeseeable event that results, directly and independently of all other causes, in a covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, Sickness, or mental or bodily infirmity;
3. is not otherwise excluded under the terms of this Policy.

**Age** means the Covered Person's age, for purposes of initial premium calculations, attained on the later of the first day of the Policy Term and the date coverage becomes effective for Him under this Policy.

**Alcohol Abuse** means any pattern of pathological use of alcohol that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

**Ambulatory Medical or Surgical Center** means an establishment which may or may not be part of a Hospital and which meets the following requirements:

1. is in compliance with the licensing or other legal requirements in the jurisdiction where it is located;
2. is primarily engaged in performing surgery on its premises;
3. has a licensed medical staff, including Physicians and Registered Nurses;
4. has permanent operating room(s), recovery room(s) and equipment for Emergency medical care; and
5. has an agreement with a Hospital for immediate acceptance of patients who require Hospital care following treatment in the Ambulatory Surgical Facility.
6. does not require Hospital Confinement.

**Arrival** means entering your Country of Assignment's air space.

**Benefit Percentage** means the percentage of Covered Expenses We pay that are incurred by the Covered Person after He satisfies any applicable Deductible. Benefit Percentages are shown in the Schedule of Benefits.

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

**Child(ren)** means an Eligible Person who has not reached the Age of 26 years of Age or older. Children includes a legally adopted child or stepchild that must be placed with the Covered Person while covered under this Policy.

**Coinsurance** means the ratio by which the Covered Person and the Company share in the payment of Covered Expenses for Medically Necessary treatment after the Deductible, if any, has been met. The percentage the Company pays is stated in the Schedule of Benefits.

**Complications** means a secondary condition, an Injury or a Sickness, that develops or is in conjunction with an already existing Injury or Sickness.

**Complications of Pregnancy** means conditions, when the Pregnancy is not terminated, whose diagnoses are distinct from the Pregnancy, but are adversely affected by the Pregnancy, including, but not limited to, acute nephritis, nephrosis, cardiac decompression, missed abortion, pre-eclampsia, intrauterine fetal growth retardation, and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include termination of ectopic pregnancy, and spontaneous termination of Pregnancy, occurring during a period of gestation in which a viable birth is not possible. Complications of Pregnancy do not include elective abortion, elective cesarean section, false labor, occasional spotting, morning sickness, Physician prescribed rest during the period of Pregnancy, hyperemesis gravidarum, and similar

conditions associated with the management of a difficult Pregnancy not constituting a distinct complication of Pregnancy. A cesarean section will be considered non-elective if the fetus or mother is determined to be in distress and is in immediate danger of death, Sickness or Injury if a cesarean section is not performed. A cesarean section beyond one performed in any previous Pregnancy will also be considered non-elective if vaginal delivery is medically inappropriate, or a vaginal delivery is attempted but discontinued due to immediate danger of death, Sickness or Injury to the Child or mother.

**Confinement or Confined** means the continuous period a Covered Person spends as an In-Patient in a Hospital due to the same or related cause.

**Copayment or Copay** means a specified charge that the Covered Person is required to pay when a medical service is rendered.

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

**Country of Assignment** means where the Covered Person has a valid visa, if required, and in which He is undertaking an educational activity.

**Covered Expenses** means the Usual and Customary Charges or the Negotiated Rate for In-Network Providers for services or supplies listed in the Schedule of Benefits, and described in the Accident or Sickness Medical Benefits section, that the Covered Person incurs during the Benefit Period for Medically Necessary treatment of a covered Injury or Sickness. A Physician must recommend and approve these services or supplies.

**Covered Loss** means a loss:

1. which is the result of a covered Injury or Sickness to a Covered Person;
2. for which benefits are payable under this Policy; and
3. which is not otherwise excluded under the terms of this Policy.

**Covered Person or Insured** means an Eligible Person, as defined in the Schedule of Benefits, for whom required premium has been paid when due, and for whom coverage under this Policy remains in force.

**Covered Pregnancy** means a Pregnancy which began after the effective date of this Policy or the Certificate of Coverage applicable to the Covered Person. Pregnancy which is conceived prior to the Covered Person's effective date under this Policy will be covered if the Covered Person was continuously covered under the Participating Member's plan.

**Custodial Care** means services and supplies that are primarily intended to help You meet personal needs. Custodial Care must be prescribed by a Physician. It may involve artificial methods such as feeding tubes, ventilators or catheters.

No benefits will be paid for Custodial Care services or treatment which is provided by the Covered Person's Immediate Family Member or by an individual who resides with the Insured, unless specifically agreed to by the Company. Custodial Care does not include Home Health Care services or treatment.

**Deductible** means the dollar amount of Covered Expenses which must be incurred, as applicable, and paid by the Covered Person before benefits are payable under this Policy. The Deductible may apply to each Covered Person, for each Policy Term, as shown in the Schedule of Benefits.

**Departure or Departs** means leaving your Home Country or Country of Assignment's air space as specified within this Policy.

**Drug Abuse** means any pattern of pathological use of a drug that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

**Eligible Dependent:** An Eligible Dependent may be the Covered Person's lawful spouse/partner up to Age 70 and/or His unmarried Children under Age 26 who are chiefly dependent upon the Covered Person for support and maintenance. The term "Child/Children" includes a natural Child, a legally adopted Child, a stepchild, and a Child who is dependent on the Covered Person during any waiting period prior to finalization of the Child's adoption and a Child who is dependent on the Covered Person or other care provider(s) for lifetime care and supervision, and incapable of self-sustaining employment by reason of mental or physical handicap that occurred before the Age of 26 (proof will be required). The Eligible Dependent is one who:

1. with a similar visa or passport, accompanies the Covered Person while that person is engaged in international educational activities; and
2. is temporarily located outside the Covered Person's Home Country as a non-resident alien; and
3. has not obtained permanent residency status.

As used above:

1. The term "spouse" means the Covered Person's lawful spouse as defined in the state or jurisdiction where the marriage occurred. This term includes a common law spouse if allowed by the jurisdiction where this Policy is issued.
2. The term "partner" means a Covered Person's spouse or domestic partner.
3. The term "domestic partner" means a person of the same or opposite sex who:
  - a. is not married or legally separated;
  - b. has not been party to an action or proceeding for divorce or annulment within the last six months, or has been a party to such an action or proceeding and at least six months have elapsed since the date of the judgment terminating the marriage;
  - c. is not currently registered as domestic partner with a different domestic partner and has not been in such a relationship for at least six months;
  - d. occupies the same residence as the Covered Person;
  - e. has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature; and
  - f. has entered into a domestic partnership arrangement with the Covered Person.
4. The term "domestic partnership arrangement" means the Covered Person and another person of the same sex has any three of the following in common:
  - a. joint lease, mortgage or deed;
  - b. joint ownership of a vehicle;
  - c. joint ownership of a checking account or credit account;
  - d. designation of the domestic partner as a beneficiary for the Covered Person's life insurance or retirement benefits;
  - e. designation of the domestic partner as a beneficiary of the employee's will;
  - f. designation of the domestic partner as holding power of attorney for health care; or
  - g. shared household expenses.

**Emergency** means hospitalization or medical care that is provided for an Injury or a Sickness condition manifesting itself by acute symptoms of sufficient severity including without limitation sudden and unexpected severe pain for which the absence of immediate medical attention could reasonably result in:

1. permanently placing the Covered Person's health (or, with respect to a pregnant woman, the health of the woman or her unborn child) in jeopardy, or
2. causing other serious medical consequences; or
3. causing serious impairment to bodily functions; or
4. causing serious and permanent dysfunction of any bodily organ or part.

Previously diagnosed chronic conditions in which subacute symptoms have existed over a period of time shall not be included in this definition of a medical Emergency, unless symptoms suddenly become so severe that immediate medical aid is required.

**Emergency Room** means a specified area within a Hospital that is designated for Emergency healthcare. This area must:

1. be staffed and equipped to handle trauma;
2. be under the direct supervision of a Physician;
3. provide treatment by a Physician and/or medical professionals; and
4. provided care 24 hours per day, 7 days per week.

This definition does not include an Urgent Care Facility.

**Experimental or Investigational** means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered. We will make the final determination as to what is Experimental or Investigative.

**Extended Care Facility** means an institution operating pursuant to applicable laws and engaged in providing, for a fee, in-patient skilled nursing care and related services and physical therapy services under the supervision of a Physician and Registered Nurses. An Extended Care Facility must maintain medical records on all of its patients.

**He, His and Him** means the Covered Person who meets the eligibility requirements of this Policy and whose benefits under this Policy are in force.

**Health Care Plan** means any arrangement, whether individually or group purchased which provides benefits or services for: medical; accident; dental care; disability benefits; or repatriation of remains. A Health Care Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured or self-funded agreements or arrangements;
4. coverage provided through: Health Maintenance Organizations; Preferred Provider Organizations; State or Federal Exchanges; Insurance Cooperatives and other prepayment; group practice and individual practice plans;
5. medical benefits provided by any governmental plan or coverage or other benefit law, except:
  - a. a state-sponsored Medicaid or similar plan; or
  - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
6. hospital or medical service organization;
7. labor-management plans;
8. employee benefit organization plans;
9. association plans; or
10. any other "employee welfare benefit plan" as defined in the Employee Retirement Income Security Act of 1974, as amended.
11. medical benefits provided under automobile "fault" and "no-fault"-type contracts;
12. other valid and collectible dental, medical or health care benefits or services.

**Home Country** means the country where a Covered Person has His true, fixed and permanent home and principal establishment and holds a current and valid passport. However, the Home Country of an Eligible Dependent who is a Child is the same as that of the Covered Person.

**Home Health Care** means nursing care, treatment and items necessary to a person's care and health provided in the Covered Person's house as part of an overall extended treatment plan. To qualify for Home Health Care:

1. the Home Health Care must be established and approved by the attending Physician, including certification that Confinement in a Hospital or Extended Care Facility would be required if it were not for Home Health Care;
2. nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified agency and nursing service; and
3. the Covered Person's Physician establishes and approves in writing the plan of treatment covering the Home Health Care service.

**Hospital** means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate Registered Nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational, long-term acute care or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense and there is a legal obligation to pay.

**Hospital Stay** means a Confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a covered Accident or Sickness.

**Immediate Family Member** means a person who is related to the Covered Person in any of the following ways: spouse or domestic partner, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, including stepparent, including stepbrother or stepsister, grandparent or grandchild(ren), aunts, uncles, Children, including legally adopted child or stepchild.

**Injury or Injuries** means any bodily harm that results, directly and independently of all other causes, from a covered Accident. A covered Injury includes aggravation of an injury sustained before the covered Accident, if such aggravation resulted directly and independently of all other causes from a covered Accident, but only if a Physician had released the Covered Person to participate in the covered activity during which the covered Accident occurred. To be covered, the Injury must first be treated while the Covered Person is insured under this Policy. A Sickness is not an Injury. A bacterial infection that occurs through an Accidental wound or from a medical or surgical treatment of a Sickness is an Injury. All Injuries sustained in one Accident, including all related conditions and recurrent symptoms of these Injuries will be considered one Injury.

**In-Network Provider** means a Physician, Hospital and other healthcare providers who have contracted to provide specific medical care at a Negotiated Rate. The availability of specific providers is subject to change without notice. You should always confirm that an In-Network Provider is participating at the time services are provided by asking the provider when You make an appointment for services.

**In-Patient** means a Covered Person who is Confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to Confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "in-patient" shall mean a Covered Person who is required to be Confined for a period of at least a full day as determined by the Hospital.

**Intensive Care Unit** means an intensive care facility, cardiac care unit or other unit or area of a Hospital:

1. which is reserved for the critically ill requiring close observation; and
2. which is equipped to provide specialized care by trained and qualified personnel and special equipment and supplies on a standby basis.

**Intoxicated** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Covered Person is located at the time of an incident.

**Maximum Benefit** means the total amount of Covered Expenses that the Company will pay for the Covered Person as shown in the Schedule of Benefits.

**Medically Necessary** services or supplies are those that We determine to be **all** of the following:

1. appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition.
2. provided for the diagnosis or direct care and treatment of the medical condition.
3. within standards of good medical practice within the organized community.
4. not primarily for the patient's, the Physician's, or another provider's convenience.
5. the most appropriate supply or level of service that can safely be provided. For Hospital Stays, this means acute care as an In-Patient is necessary due to the kind of services the Covered Person is receiving or the severity of the Covered Person's condition and that safe and adequate care cannot be received as an Out-Patient or in a less intensified medical setting.
6. not Experimental or Investigational unless approved in writing by Us.

The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by this Policy.

**Mountaineering** means the sport, hobby, or profession of walking, hiking, and climbing up mountains either: 1) utilizing harnesses, ropes, crampons, or ice axes; or 2) ascending 4,500 meters or above.

**Negotiated Rate** means the compensation for medical services provided by an In-Network Provider which the In-Network Provider has agreed to accept as full compensation for medical services covered under this Policy.

**Out-of-Network Provider** means a Physician, Hospital and other healthcare providers who have not agreed to a Negotiated Rate. A Covered Person may incur Out-of-Pocket expenses with these providers. Charges in excess of the Company's payment are the Covered Person's responsibility.

**Out-Patient** means a Covered Person who receives Medically Necessary treatment on an Out-Patient basis in a Hospital or another institution, including; Ambulatory Surgical Center; convalescent/Skilled Nursing Facility; or Physician's office, for an Injury or Sickness, but who is not Confined and is not charged for room and board.

**Out-of-Pocket Maximum** means the maximum dollar amount the Covered Person is responsible to pay during this Policy Term. After the Covered Person has reached the Out-of-Pocket Maximum, this Policy pays 100% of Covered Expenses up to the maximums shown in the Schedule of Benefits for the remainder of this Policy. The Out-of-Pocket Maximum is met by accumulated Coinsurance. Penalties and amounts above the Usual and Customary Charge do not count toward the Out-of-Pocket Maximum. The Out-of-Pocket Maximum is shown on the Schedule of Benefits.

**Parachuting** means an activity involving the breaking of a free fall using a parachute or other device that slows free fall.

**Participation in Riot or Civil Commotion.** "Participation" means promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firemen. "Riot or Civil Commotion" means all forms of public violence, disorder, or disturbance, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or consequence of such disorder.

**Physician** means a person who is a qualified practitioner of medicine. As such, He must be acting within the scope of his license under the laws in the state in which he practices and providing only those medical services which are within the scope of his license or certificate. It does not include a Covered Person, an Immediate Family Member of either the Covered Person or the Covered Person's spouse.

**Physical Therapy or Physiotherapy In-Patient** means any form of the following administered by a Physician: (1) physical or mechanical therapy; (2) diathermy, (3) ultra-sonic therapy; (4) heat treatment in any form; (5) acupuncture, (6) microthermy, (7) chiropractic adjustment, (8) whirlpool, or (9) manipulation or massage.

**Physical Therapy or Physiotherapy Out-Patient** means any form of the following administered by a Physician: (1) physical or mechanical therapy; (2) diathermy, (3) ultra-sonic therapy; (4) heat treatment in any form; (5) acupuncture, (6) microthermy, (7) chiropractic adjustment, (8) whirlpool, or (9) manipulation or massage.

**Policyholder** means SMIC Trust

**Policy Term or Policy Year** means the period of a year or less, and any subsequent period of a year or less, that an Eligible Person is covered under this Policy, in accordance with a Certificate of Coverage, provided the premium is paid according to the agreed terms.

**Pre-Existing Condition** means an Injury, Sickness, disease, or other condition during the 6 month period immediately prior to the date the Covered Person's coverage is effective for which the Covered Person: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine.

Pregnancy which is conceived prior to the Insured's effective date under this Policy will be covered if the Insured was continuously covered under the Participating Member's plan.

**Pregnancy** means the physical condition of being pregnant, including Complications of Pregnancy.

**Preventive Treatment** means treatment rendered to prevent disease or its recurrence.

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

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

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

A Rehabilitation Facility does not include institutions which provide only minimal care, Custodial Care, care for the terminally ill, part-time care, or services or facilities for Drug Abuse or alcoholism.

**Sickness or Sicknesses** means an illness, disorder, pathology, abnormality, ailment, disease or any other medical physical or health condition of a Covered Person, which requires treatment by a Physician while covered by this Policy. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same Sickness.

**Skilled Nursing Facility** means a facility that provides skilled nursing 24 hours a day, seven days a week, under the supervision of a Registered Nurse, and/or skilled rehabilitative services at least five days per week. The emphasis is on skilled nursing care, with restorative, physical, occupational, and other therapies available. A Skilled Nursing Facility provides services that cannot be efficiently or effectively rendered at home or in an intermediate care facility. The service provided must be prescribed by a Physician and directed towards the patient achieving independence in activities of daily living, improving the patient's condition, and facilitating discharge.

**Substance Abuse** means the psychological or physical dependence on alcohol or other mind-altering drugs that requires diagnosis, care, and treatment. In determining Covered Expenses, charges made for the treatment of any physiological conditions related to rehabilitation services for Alcohol & Drug Abuse or addiction will not be considered charges made for treatment of Substance Abuse.

**Surgical Procedure** means:

1. a cutting procedure;
2. suturing a wound;
3. treatment of a fracture;
4. reduction of a dislocation;
5. electrocauterization;
6. diagnostic and therapeutic endoscopic procedures; and
7. an operation by means of laser beam.

**Third Party** means a person or entity other than the Covered Person, the Participating Member or the Company.

**United States (U.S.)** means the 50 states of the United States of America, and the District of Columbia, Puerto Rico and the U.S. Virgin Islands.

**Usual and Customary Charge (U&C)** means the normal charge, in the absence of insurance, made by the provider of any Medically Necessary treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

**War** means a state or period of declared or undeclared War whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties. War or acts of War does include acts of terrorism.

**We, Our, Us** means The Pan-American International Insurance Corporation, (A Stock Company) underwriting these benefits.

**You, Your** means the Covered Person who meets the eligibility requirements of this Policy and whose benefits under this Policy are in force.



## **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

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### **Eligibility**

A person is eligible for benefits under this Policy when He meets the definition of an Eligible Person shown in the Schedule of Benefits.

### **Enrollment for Coverage:**

A Covered will be eligible for coverage under this Policy subject to the particular types and amounts of benefits.

We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

### **Effective Date for a Covered Person**

Coverage for a Covered Person that will be covered by this Policy starts at 12:00 AM on:

1. the date the requirements of a Covered Person shown in the Schedule of Benefits are met; or
2. the moment He Departs His Home Country's airspace

Thereafter, the benefits are effective 24 hours a day.

### **Termination Date for a Covered Person**

Coverage for Covered Person will automatically terminate on the earliest of the following dates:

1. the date this Policy terminates;
2. the date the Participating Member is no longer eligible to sponsor coverage under this Policy;
3. the date on which the Covered Person ceases to meet the requirements of an Eligible Person shown in the Schedule of Benefits;
4. the date the Covered Person permanently leaves the Country of Assignment for His Home Country;
5. the date the Covered Person requests cancellation of coverage (the request must be in writing);
6. the premium due date for which the required premium has not been paid, subject to the Grace Period provision; or
7. the end of any period of coverage.

Coverage will end at 11:59 PM on the last date of benefits. Termination does not affect a claim for a Covered Loss due to a covered Accident or Sickness that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit, as shown in the Schedule of Benefits, have been paid

## **COVERAGE OF NEWBORN INFANTS AND ADOPTED CHILDREN**

**Coverage of Newborn Infants** A newborn child of the Covered Person will automatically be a Covered Person for 31 days from the moment of His birth if the birth occurs while this Policy is in force. Coverage will terminate after the first 31 days from the moment of birth.

*It is the Covered Person's responsibility to maintain all records regarding travel history, Age and provide any documents to the Participating Member, which would verify Eligibility Requirements.*

## **COVERAGE FOR SPORTS RELATED INJURIES**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when the Covered Person suffers a covered Injury resulting directly and independently of all other causes from a covered Accident that occurs while He is participating in one of the following Covered Activities:

**Intercollegiate, Club and Interscholastic Athletic Sports Conditions** include: Baseball, Basketball, Cheerleading, Cross Country, Field Hockey, Football, Golf, Gymnastics, Ice Hockey, Lacrosse, Rugby, Soccer, Softball, Swimming, Tennis, Track and Field, Volleyball, Wrestling.

## **DESCRIPTION OF ACCIDENT INDEMNITY BENEFITS**

**This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the Schedule of Benefits. Please read these and the Exclusions section in order to understand all of the terms, conditions and limitations applicable to these Benefits.**

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

### **Covered Losses**

We will pay the benefit for any one of the Covered Losses listed in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a covered Accident within the applicable time period specified in the Schedule of Benefits.

If the Covered Person sustains more than one Covered Loss as a result of the same covered Accident, We will pay the Benefit for the Covered Loss for which the largest benefit is payable.

If a covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the Principal Sum.

### **Definitions**

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent Loss of Sight of one or both eyes. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Severance** means complete separation and dismemberment of the part from the body.

**Exclusions** that apply to this benefit are in the *Exclusions* section.

There is no coverage for or arising from an Accident or Sickness in the Covered Person's Home Country.

## **DESCRIPTION OF ACCIDENT OR SICKNESS MEDICAL AND OTHER EXPENSE BENEFITS**

**This Section describes the Scope of Coverage for which Medical Benefits are payable and the *Accident or Sickness Medical and Other Expense Benefits* provided by this Policy. Any applicable Benefit Percentages, Coinsurance, Copayments, Deductibles, Benefit Periods, Out-of-Pocket Maximums, Benefit Limits and Maximums are shown in the Schedule of Benefits. Please read these and the *Exclusions* Section in order to understand all of the terms, conditions and limitations applicable to these benefits.**

#### **SCOPE OF COVERAGE APPLICABLE TO MEDICAL AND OTHER EXPENSE BENEFITS**

Covered Expenses and any applicable Policy Aggregate Deductible and specific benefit Coinsurance, Copayments, Deductibles, Benefits Periods, **Out-of-Pocket Maximum, Benefit Limits** and Benefit Maximums are shown in the Schedule of Benefits.

#### **Other Health Care Plan Benefits**

When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

#### **Full Excess Medical Expense**

We will pay Covered Expenses:

1. after the Policy Aggregate Deductible has been satisfied and the Covered Person satisfies any Deductible, Coinsurance, Copayments; Out-of-Pocket Maximums; and
2. only when they are in excess of amounts payable by any other Health Care Plan whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

#### **ACCIDENT OR SICKNESS MEDICAL AND OTHER EXPENSE BENEFITS**

We will pay the benefits shown in the Schedule of Benefits for Covered Expenses incurred by the Covered Person, subject to all applicable conditions and exclusions, for Medically Necessary treatment of a covered Sickness or Injury that resulted directly and independently of all other causes from a covered Accident or Sickness.

Benefits will be paid:

1. when Covered Expenses incurred exceed any applicable Policy Aggregate, Coinsurance, Copayments, Out-of-Pocket Maximums and individual Deductible within the number of days from the date of the covered Accident or Sickness specified in the Schedule of Benefits; and
2. until any applicable Benefit Period shown in the Schedule of Benefits has expired; and
3. until the total of Covered Expenses paid equals any applicable Benefit Limit or Maximum Benefit shown in the Schedule of Benefits; and
4. until Benefits paid for all Covered Persons under the Policy equal the Total Maximum for Accident or Sickness Medical Expense Benefits shown in the Schedule of Benefits.

#### **MEDICAL EXPENSE BENEFITS**

#### **Covered Expenses**

#### **AMBULANCE SERVICES**

We will pay Covered Expenses incurred for ground or air ambulance service to transport the Covered Person from the place where the covered Accident or Sickness occurred to the nearest medically appropriate facility. We will pay Covered Expenses incurred for ground or air ambulance transportation from the nearest medical facility to another appropriate medical facility, if a Physician specifies in writing that specialized care not available in the first facility to which the Covered Person was transported is necessary to treat His covered Injury.

#### **BEHAVIORAL HEALTH SERVICES EXPENSE BENEFIT**

Behavioral health services are the evaluation, management, and treatment of a Covered Person with a mental health or Substance Abuse disorder.

For the purposes of this Policy mental health disorder shall be defined as mental illness. Mental illness means:

- Any mental disorder and substance use disorder that is listed in the most recent revised publication or the most updated volume of either the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association or the International Classification of Disease Manual (ICD) published by the World Health Organization;
- Substance Use disorder does not include addiction to or abuse of tobacco and/or caffeine.

This Policy provides parity in the Covered Expenses for behavioral health services. This means that coverage of Covered Expenses for mental health and Substance Use disorders is generally comparable to, and not more restrictive than, the Covered Expenses for physical health.

Financial requirements (such as Deductibles or Copayments) or quantitative treatment limits (such as visit benefit limits) that may apply to behavioral health services within a category (such as In-Patient services received from an In-Network Provider) are not more restrictive than those that apply to most of the medical benefits within that same category.

Mental disorders are covered under **Mental and Nervous Disorders** as stated within the Schedule of Benefits. Substance use disorders are covered under **Substance Abuse; or Alcohol & Drug Abuse Expense Benefit** as stated within the Schedule of Benefits.

#### **A. Mental Health Services**

This Policy covers Medically Necessary services for the treatment of mental health disorders in a general or specialty Hospital or Out-Patient facilities that are:

- reviewed and approved by Us; and
- licensed under the laws by the state in which the facility is located as a general or specialty Hospital or Out-Patient facility.

We reserve the right to review In-Network and Out-of-Network programs, Hospitals and In-Patient facilities, and the specific services provided to decide whether a program, Hospital or In-Patient facility, or specific services rendered meets Our program requirements, content and criteria. If Our program content and criteria are not met, the services are not covered under this Policy. Our program content and criteria are defined below.

#### **In-Patient**

If the Covered Person is an In-Patient in a general or specialty Hospital for mental health services, this Policy covers Medically Necessary Hospital services and the services of an attending Physician for the number of Hospital days shown in the Schedule of Benefits.

#### **Intermediate Care Services**

Intermediate Care Services are facility-based programs used as a step down from a higher level of care or a step-up from standard care.

This Policy covers the following Medically Necessary Intermediate Care Services for mental health:

- **Partial Hospital Program (PHP)** – This Policy covers partial Hospital programs that meet Our criteria for participation and program requirements.
- **Intensive Out-Patient Program (IOP)** – This Policy covers intensive Out-Patient programs that meet Our criteria for participation and program requirements.

#### **In a Provider's Office**

This Policy covers the following mental health specialists:

- Board certified psychiatrists;
- Licensed clinical psychologists;
- Clinical social workers (licensed or certified at the independent practice level);
- Licensed nurse clinicians (with a Master's degree in nursing and certification by the ANA as a clinical specialist in psychiatric and mental health nursing);
- Licensed mental health counselor

The above providers must be licensed and certified in the state where You receive the service and must meet Our credentialing criteria.

Covered mental health services include Medically Necessary individual psychotherapy, group psychotherapy, and family therapy, when rendered by the appropriate mental health specialist, as listed above.

Psychological testing and neuropsychological testing are covered when Medically Necessary and rendered by a neuropsychologist, psychologist, or pediatric neurodevelopmental specialist.

This Policy covers medication visits when rendered by a psychiatrist or a clinical nurse specialist in behavioral health.

### **B. Substance Use Disorder Treatment**

This Policy covers Medically Necessary services for the treatment of substance use disorder in a Hospital, substance use disorder treatment facility, or an acute substance use disorder Rehabilitation Facility or residential facility that is.

- licensed under the laws by the state in which the facility is located as a Hospital, a substance use disorder treatment facility, or an acute substance use disorder residential/rehabilitative facility.

### **In-Patient Hospital**

If the Covered Person is an acute In-Patient in a general or specialty Hospital for behavioral health services, We cover Medically Necessary acute Hospital services for detoxification.

### **Substance Use Disorder Treatment/Intermediate Care Services**

This Policy covers services for the treatment of substance use disorder for individuals and family members covered under this Policy when rendered at a substance use disorder treatment facility or a state-licensed provider/program.

Intermediate Care Services are facility-based programs used as a step down from a higher level of care or a step-up from standard Out-Patient care.

This Policy covers the following Medically Necessary Intermediate Care Services for substance use disorder:

- **Partial Hospital Program (PHP)** – This Policy covers partial Hospital programs that meet Our criteria for participation and program requirements.
- **Intensive Out-Patient Program (IOP)** – This Policy covers intensive Out-Patient programs that meet Our criteria for participation and program requirements.

### **In a Provider's Office**

This Policy covers services for the treatment of substance use disorder for Covered Person's covered under this Policy. The services may be rendered in a provider's office.

This Policy covers the following behavioral health specialists:

- Psychiatrists;
- Licensed independent clinical psychologists;
- Clinical social workers (licensed or certified at the independent practice level);
- Licensed nurse clinicians (with a Master's degree in nursing and certification by the ANA as a clinical specialist in psychiatric and mental health nursing);
- Licensed mental health counselor;

The above providers must be licensed and certified in the state where You receive the service. Covered substance use disorder services include Medically Necessary individual evaluation and psychotherapy, group psychotherapy, and family therapy when rendered by a behavioral health specialist, as listed above.

### **DENTAL SERVICES**

We will pay Covered Expenses incurred for dental treatment, including X-rays, for injury to a natural tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For benefit review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.
4. repair to sound, natural teeth
5. for services rendered within 6 months of the Accident; unless specifically covered by this Policy

Covered Expenses include examinations, x-rays, restorative treatment, endodontics, oral surgery, initial braces required for treatment of a covered Injury and treatment of gingivitis resulting from trauma.

If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

### **ELECTIVE/THERAPEUTIC TERMINATION OF COVERED PREGNANCY BENEFIT**

We will pay Covered Expenses incurred for the intentional termination of a Covered Pregnancy before the fetus can live independently.

### **EMERGENCY ROOM AND EMERGENCY ROOM TREATMENT**

We will pay Covered Expenses incurred for Out-Patient Emergency Room and Emergency Room Treatment performed in a Hospital, up to the Maximum Benefit shown in the Schedule of Benefits. Covered Expenses charged by the Emergency Room Physician and related x-ray/laboratory interpretations are included under this benefit.

### **HOSPITAL MISCELLANEOUS EXPENSES IN-PATIENT**

We will pay the miscellaneous expenses charged by a Hospital. Miscellaneous expenses include, but are not limited to operating room, X-rays, laboratory tests, anesthesia, drugs (excluding take-home drugs) or medicines, supplies, therapeutic services, blood and blood transfusions (blood storage not included), and all necessary charges other than room and board, for services received during a Hospital Stay.

Miscellaneous expenses do not include personal supplies and services, such as barber or beautician services, telephone charges, transportation, guest meals, radio or television, extra beds or cots, meals for guests, take home items or other convenience items when provided during a Hospital Stay.

### **HOSPITAL MISCELLANEOUS EXPENSES OUT-PATIENT**

We will pay the miscellaneous expenses charged by a Hospital. Miscellaneous expenses include, but are not limited to operating room, X-rays, laboratory tests, anesthesia, drugs or medicines, supplies, therapeutic services and all necessary charges other than room and board, for services received during Out-Patient medical or surgical treatment.

### **IN-PATIENT HOSPITAL SERVICES**

We will pay Covered Expenses for:

1. Confinement in an intensive care or coronary care unit for each day of such Confinement this includes nursing services;
2. any other Confinement for each day of the Hospital Stay.
3. Room and Board Expenses
4. The daily room rate for a private/semi-private room when a Covered Person is confined in a Hospital and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.

Treatment of Mental and Nervous disorders is not covered as a Hospital service if treatment is provided in a Hospital.

### **NURSING SERVICES**

We will pay Covered Expenses incurred for services other than routine Hospital care, rendered by a registered nurse (RN) or licensed practical nurse (LPN).

### **OUT-PATIENT LABORATORY TESTS**

We will pay Covered Expenses incurred for laboratory tests performed on an Out-Patient basis at a Hospital or other licensed facility.

### **OUT-PATIENT X-RAYS**

We will pay Covered Expenses incurred for X-rays, except dental X-rays, performed on an Out-Patient basis at a Hospital or other licensed facility.

### **PHYSICAL THERAPY IN-PATIENT**

We will pay Covered Expenses incurred for In-Patient Physical Therapy. Physical Therapy includes: (1) physical or mechanical therapy to match expiring policy, (2) diathermy, (3) ultra-sonic therapy; (4) heat treatment in any form; (5) acupuncture, (6) microthermy, (7) chiropractic adjustment, (8) whirlpool, or (9) manipulation or massage.

### **PHYSICAL THERAPY OUT-PATIENT**

We will pay Covered Expenses incurred for Out-Patient Physical Therapy. Physical Therapy includes: (1) physical or mechanical therapy to match expiring policy, (2) diathermy, (3) ultra-sonic therapy; (4) heat treatment in any form; (5) acupuncture, (6) microthermy, (7) chiropractic adjustment, (8) whirlpool, or (9) manipulation or massage.

### **PRE-EXISTING CONDITIONS**

We will pay Covered Expenses incurred for diagnosis or treatment as shown in the Schedule of Benefits.

### **PREGNANCY, COMPLICATIONS OF PREGNANCY, MATERNITY AND PRE-NATAL EXPENSE BENEFIT**

We will pay Covered Expenses incurred, to a Covered Person, as a result of maternity, Pregnancy, childbirth, miscarriage, or any Complications of Pregnancy resulting from any of these, to the extent shown in the Schedule of Benefits. In no event will the Company's maximum liability exceed the maximum stated in the Schedule of Benefits, as to Covered Expenses during any one period of individual coverage.

Pregnancy which is conceived prior to the Insured's effective date under this Policy will be covered if the Insured was continuously covered-under the Participating Member's plan.

Benefits will be payable for Covered Expenses a Covered Person incurs before, during, and after delivery of a child, including Physician, Hospital, laboratory, and ultrasound services. Coverage for the In-Patient postpartum stay for the Covered Person and her newborn child in a Hospital will cover a period of hospitalization for maternity and newborn infant care for:

- a. a minimum of 48 hours of In-Patient care following a vaginal delivery; or
- b. a minimum of 96 hours of In-Patient care following delivery by cesarean section.

Coverage for a length of stay shorter than the minimum period mentioned above may be permitted if the Covered Person's attending Physician determines further In-Patient postpartum care is not necessary for the Covered Person or her newborn child provided the following are met:

- 1) In the opinion of the Covered Person's attending Physician, the newborn child meets the criteria for medical stability in the guidelines for Perinatal Care prepared by the Academy of Pediatrics and the American College of Obstetricians and Gynecologists that determine the appropriate length of stay based upon the evaluation of:
  - a) The antepartum, intrapartum, postpartum course of the mother and infant;
  - b) The gestational stage, birth weight, and clinical condition of the infant;
  - c) The demonstrated ability of the mother to care for the infant after discharge; and
  - d) The availability of post discharge follow up to verify the condition of the infant after discharge; and

- 2) One (1) at-home post delivery care visit is provided to the Covered Person at her residence by a Physician or Registered Nurse performed no later than forty-eight (48) hours following discharge of the Covered Person and her newborn child from the Hospital. Coverage for this visit includes, but is not limited to:
- a) Parent education;
  - b) Assistance in training in breast or bottle feeding; and
  - c) Performance of any maternal or neonatal tests routinely performed during the usual course of In-Patient care for the Covered Person or newborn child, including the collection of an adequate sample for the hereditary and metabolic newborn screening. (At the Covered Person's discretion, this visit may occur at the Physician's office.)

## **PHYSICIAN SERVICES**

We will pay Covered Expenses incurred for physician services listed below.

### **Surgery**

1. Covered Expenses charged for performing a Surgical Procedure. Two or more Surgical Procedures through the same incision will be considered as one procedure. If an Injury or Sickness requires multiple Surgical Procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. However, We will pay for the most expensive procedure and up to 50% of the benefit for a Surgical Procedure when more than one Surgical Procedure through different operating fields is performed during the same surgical session.
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a Surgical Procedure.
3. Surgeon fees for performing the surgery.

Second Opinion or Consultation – Covered Expenses charged by a Physician for a second or third surgical opinion or consultation. Covered Expenses will be paid under this benefit or under the Physician's Visits benefit, but not both on the same day.

Anesthesia and its Administration – Covered Expenses for pre-operative screening charged by a Physician for anesthesia and its administration during a Surgical Procedure whether on an In-Patient or Out-Patient basis.

In-Hospital Visits or Out-Patient Office Visits – Covered Expenses charged by a Physician for other than pre- or post-operative care, second or third opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

## **PRE-ADMISSION TESTING**

We will pay Covered Expenses charged for pre-admission testing (In-Patient Confinement must occur within 7 days of the testing).

## **PRESCRIPTION DRUGS**

We will pay the Covered Expenses incurred for drugs that:

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses incurred for drugs that meet 1. above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA.

## **RADIATION/ CHEMOTHERAPY THERAPY EXPENSE BENEFIT**

We will pay Covered Expenses incurred by a Covered Person, for drugs used in antineoplastic therapy and the cost of its administration. Coverage is provided for any drug approved by the Federal Food and Drug Administration (FDA), regardless of whether the specific neoplasm for which the drug is being used as treatment is the specific neoplasm for which the drug was approved by the FDA, so long as:

- 1) the drug is ordered by a Physician for the treatment of a specific type of neoplasm;
- 2) the drug is approved by the FDA for use in antineoplastic therapy;
- 3) the drug is used as part of an antineoplastic drug regimen;
- 4) current medical literature substantiates its efficacy, and recognized oncology organizations generally accept the treatment; and



- 5) the Physician has obtained informed consent from the patient for the treatment regimen that includes FDA approved drugs for off-label indications.

### **REHABILITATIVE BRACES AND APPLIANCES**

We will pay Covered Expenses for rehabilitative braces and appliances prescribed by a Physician. It must be durable medical equipment that has therapeutic value for the Covered Person that: (1) is primarily and customarily used to serve a medical purpose; (2) can withstand repeated use; and (3) generally is not useful to a person in the absence of the covered Injury or Sickness.

Benefits will not be paid for:

1. Rental charges in excess of the purchase price.
2. For the replacement of durable medical equipment.

### **SKILLED NURSING FACILITY**

We will pay Covered Expenses incurred for In-Patient services and supplies provided by a Skilled Nursing Facility if it begins within 14 consecutive days after a Covered Person is Hospital Confined as a result of a covered Accident or Sickness. The amount by which Your room charge exceeds the prevailing two-bed room rate of the Skilled Nursing Facility is not considered covered under this Policy.

### **URGENT CARE**

We will pay Covered Expenses incurred for treatment of short-term medical care for non-life threatening conditions.

### **WELLNESS EXPENSE BENEFIT**

We will pay Covered Expenses as per the limits stated in the Schedule of Benefits. Medical Expense Benefits are limited to the following expenses incurred and are subject to the Exclusions. In no event will the Company's maximum liability exceed the maximum stated in the Schedule of Benefits, as to expenses during any one period of individual coverage. Covered Wellness Expenses Benefits include:

1. Routine physical examinations
2. Preventive Treatment
3. Annual cervical cytology screening for women 18 and older
4. Low dose mammography screening and one baseline mammogram per year
5. Colorectal cancer screenings
6. Immunizations indicated on the Recommended Immunization Schedule by the Centers for Disease Control and Prevention
7. Prostate and/or colorectal examinations and related laboratory tests
8. Tuberculosis testing
9. Contraceptives
10. Gynecologic health screenings

### **OTHER EXPENSE BENEFITS**

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#### **TRIP BENEFIT**

We will reimburse the Covered Person, up to the Trip Delay Quarantine Benefit Amount shown in the Schedule of Benefits, for reasonable, additional accommodations, meals and local transportation expenses incurred by a Covered Person, if the Covered Person's trip originated outside of His Home Country is delayed for more than 12 hours. Expenses must be accompanied by receipts. Benefits are payable only for one delay of the Covered Person's trip and must be caused by Quarantine.

Quarantine means the Covered Person is forced into medical isolation by a recognized government authority, their authorized deputies, or Physician due to the Covered Person either having, or suspected of having, a contagious disease, infection or contamination while the Covered Person is traveling outside His Home Country.

## **GENERAL LIMITATIONS AND EXCLUSIONS APPLICABLE TO ACCIDENT OR SICKNESS MEDICAL AND OTHER EXPENSE BENEFITS**

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### **Limitation for Sports Injuries**

Benefits will be paid for Covered Expenses incurred for treatment of covered Injuries that result directly and independently of all other causes from a covered Accident that occurred while the Covered Person was participating in any covered sports related activity as shown in the **COVERAGE FOR SPORTS RELATED INJURIES** provision. Benefits will not exceed the Benefit Limit shown in the Schedule of Benefits.

### **Limitation for Motor Vehicle Accidents**

Benefits will be paid for Covered Expenses incurred for treatment of covered Injuries that result directly and independently of all other causes from a covered Accident that occurred while the Covered Person was riding in or driving a motor vehicle. Benefits will not exceed the Benefit Limit shown in the Schedule of Benefits.

### **Non-Duplication of Benefits**

This provision applies if:

1. any other Health Care Plan covers the Covered Person; and
2. total benefits under all Plans would exceed the Covered Expenses actually incurred; and
3. We are not defined as primary under another Health Care Plan's Coordination of Benefits provision.

When the total of benefits payable by all Health Care Plans, whether or not claim is made for those benefits, exceeds Covered Expenses incurred, any Expense-Incurred Accident or Sickness Benefits We pay will be reduced by such excess.

### **Non-Duplication of Benefits When This Policy and Other Plans Are Excess**

This provision applies if benefits under any other Health Care Plan are covered under this Policy, and coverage under this Policy and the other Plan are excess. We pay a pro rata share of the total amount of Covered Expenses. In no case will the total benefits payable exceed 100% of the Covered Expenses. Our pro rata share equals the total of benefits payable under this Policy multiplied by a fraction, of which the numerator is the benefits We pay and the denominator is the total of benefits payable by all Health Care Plans for the same covered Accident or Sickness.

### **Multiple Coverages**

The Covered Person is not eligible for blanket Accident or Sickness benefits under more than one policy issued by Us. If premium is being paid under more than one such policy, benefits will be in effect under the policy providing the greatest benefit, and premium paid under any other policies will be refunded.

## **GENERAL EXCLUSIONS**

In addition to any benefit-specific exclusion, benefits will not be paid for any covered Injury or Sickness, Covered Loss, Covered Expense which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in this Policy:

1. Intentionally self-inflicted Injury, suicide or any attempt thereat, including drug overdose, self-destruction, attempted self-destruction, while sane or insane in excess of the amount as shown in the Schedule of Benefits.
2. Commission or attempt to commit a felony or an assault or other illegal activity.
3. Commission of or active Participation in a Riot, Civil Commotion or insurrection.
4. Injury sustained while taking part in caving or spelunking, Mountaineering, hang gliding, Parachuting, parasailing, bungee jumping, racing by any animal, snowmobiling, motorcycle/motor scooter riding (whether as a passenger or driver), scuba diving involving underwater breathing apparatus (unless SSI, PADI or NAUI certified), jet skiing, snowboarding, solo diving, and any sport or athletic activity which is undertaken for thrill seeking and exposes You to abnormal or extreme risk of injury.
5. Declared or undeclared War or acts of War.
6. Travel in or on any on-road and off-road motorized vehicle that does not require licensing as a motor vehicle; when used for recreation or competition, snowmobile, water jet ski, two or three wheeled motor vehicle, other than a motorcycle registered for on-road travel.
7. An Accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Covered Person holds a valid learner's permit and (b) the Covered Person is receiving instruction from a Driver's Education Instructor.
8. The Covered Person being legally Intoxicated as determined according to the laws of the jurisdiction in which the covered Accident or Sickness occurred.
9. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage.
10. Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in an occupation for monetary gain from sources other than the Participating Member.
11. A covered Accident or Sickness that occurs while on active duty service in the Armed Forces, National Guard, military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time.
12. Play or practice in any amateur, intramural, recreational, professional or semi-professional sports contest or competition, including travel to and from the activity and practice unless specified within the Schedule of Benefits.
13. Operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means Intoxicated, as defined by the law of the state in which the covered Accident or Sickness occurred. If such jurisdiction does not have a law to define Intoxication, then under this Policy it will mean a blood alcohol content of .08 or greater.
14. Services or treatment rendered by any person who is:
  - a.) employed or retained by the Participating Member; b.) living in the Covered Person's household; c.) an Immediate Family Member of either the Covered Person or the Covered Person's spouse; or d.) the Covered Person.
15. Any service, treatment or supply that is not considered Medically Necessary as defined in this Policy.
16. Expenses Incurred after the end of the Benefit Period, even if incurred for continuing services or treatment of a covered Injury or Sickness.
17. Eyeglasses, contact lenses, hearing aids, braces, appliances, or prescriptions therefore.
18. Rest cures or Custodial Care.
19. Expenses payable by any automobile insurance policy without regard to fault. resulting from a motor vehicle accident in excess of that which is payable under any Health Care Plan.
20. Unless specifically provided for elsewhere in this Policy, the cost of treatment or services that are provided at no cost to the Covered person.
21. Organ transplants; medical treatment related to organ transplants, whether as donor or recipient; this includes expenses incurred for the evaluation process, the transplant surgery, post-operative treatment, and expenses

- incurred in obtaining, storing or transporting a donor organ. In relation to a bone marrow or stem cell transplant this exclusion would include harvesting & mobilization charges.
22. Expenses incurred for treatment of temporomandibular joint (TMJ) disorders or craniomandibular joint dysfunction and associated myofascial pain.
  23. Diagnosis and treatment of sleep disorders.
  24. Transgender / sexual reassignment services, including but not limited to therapy, hormone therapy and surgeries and transgender travel expenses.
  25. Treatment of acne.
  26. A covered Accident or Sickness that occurs while the Covered Person's in their Home Country.
  27. Treatment or services provided by a private duty nurse.
  28. Routine physical exams annual eye exams, and medical services or wellness visits except as specifically provided for in this Policy.
  29. Covered Expenses for which the Covered Person would not be responsible for in the absence of this Policy.
  30. Any Medical Expense not specifically covered by this Policy.
  31. Expenses for dental services and palliative services unless specified in the Schedule of Benefits.
  32. Experimental or Investigational treatment or procedures and treatment not recognized and generally accepted medical practice in the United States unless otherwise noted in the Schedule of Benefits.
  33. Expenses resulting from a motor vehicle accident in excess of that which is payable under any valid and collectible insurance.
  34. Duplicate services provided by both a certified nurse, midwife and Physician.
  35. Benefits for enrolling solely for the purpose of obtaining medical treatment, while on a waiting list for a specific treatment, or while traveling against the advice of a Physician.
  36. Drug, treatment or procedure that promotes childbirth, including but not limited to artificial insemination, treatment for infertility or impotency, sterilization or reversal thereof.
  37. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident or emergency pain relief treatment to natural teeth while the Covered Person is covered under the Policy and rendered within 6 months of the Accident.
  38. Foot care including flat foot conditions; corns; calluses; toenails; weak feet.
  39. Weight reduction programs or surgical treatment of obesity.
  40. Elective or Cosmetic Surgery and Elective Treatment or treatment for congenital anomalies (except as specifically provided), except for reconstructive surgery on a diseased or injured part of the body. Correction of a deviated nasal septum is considered Cosmetic Surgery unless it results from a covered Injury or Sickness.
  41. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from: a) While riding as a passenger in any Aircraft not intended or licensed for the transportation of passengers; or b) While being used for any test or experimental purpose; or c) While piloting, operating, learning to operate or serving as a member of the crew thereof; or d) While traveling in any such Aircraft or device which is owned or leased by or on behalf of the Participating Member of any subsidiary or affiliate of the Participating Member, or by the Plan Participant or any member of his household; or e) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or f) An ultra light, hang gliding, Parachuting or bungee-cord jumping. Except as a fare paying passenger on a regularly scheduled commercial airline or as a passenger in a non-scheduled, private aircraft used for business or pleasure purposes.
  42. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
  43. Covered Person being exposed to the utilization of nuclear, chemical or biological weapons of mass destruction.
  44. Addiction, such as: nicotine addiction and caffeine addiction; non-chemical addiction, such as: gambling, sexual, spending, shopping, working and religious; codependency.
  45. Health spa or similar facilities; strengthening programs.
  46. Pre-existing Conditions in excess of \$10,000 except for a Covered Person who has been continuously insured for at least 6 consecutive months under the Participating Member's plan.
  47. Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study.

## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice must be given to Us or Our authorized agent within 30 days after a covered Accident or Sickness occurs or the loss begins or as soon as reasonably possible, but in no case any longer than 12 months after the date of loss. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Participating Member's name and Member Plan Number and the Covered Person's name and address.

### **Claim Forms**

We send forms for filing proof of loss when We receive the notice of claim. If claim forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than 12 months after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

### **Time of Payment of Claims**

We will pay benefits due under this Policy for any loss, other than a loss for which this Policy provides any periodic payment, immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefit descriptions. Any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us, unless otherwise stated in this Policy.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to His estate. If any payee of benefits is a minor or otherwise legally incompetent, We will pay benefits to the person designated as His legal guardian or conservator.

We may, at Our option, pay any Accident or Sickness Medical Benefits directly to a health care provider that renders services to the Covered Person, unless the Covered Person requests in writing when submitting the claim that such payment not be made to the provider.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability for that payment.

### **Beneficiary**

The beneficiary is the person or persons the Covered Person names or changes on a form executed by Him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Participating Member.

Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at Our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to Him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse or domestic partner;
2. Child or Children;
3. parents;
4. siblings;
5. estate of the Covered Person.

### **Conditional Claim Payment**

If the Covered Person incurs Covered Expenses for covered Injuries received in a covered Accident or Sickness and it is likely a Third Party may be liable, We will pay benefits if:

1. the Covered Person first agrees in writing to refund the lesser of:
  - a. the amount We actually paid for such Covered Expenses; and
  - b. the amount actually received from the Third Party regardless of whether the amount is for such Covered Expenses; and
2. the Third Party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise. However, if the Third Party's liability is satisfied in an amount less than the benefits paid under this Policy, We will pay the difference.

### **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

### **Legal Actions**

No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

### **Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

**Right of Recovery of Overpayment or Error:** Whenever the Company has made payments with respect to benefits payable under this Policy in excess of the amount necessary, We shall have the right to recover such payments. The Company shall notify the Covered Person or health care provider of such overpayment and request reimbursement from the Covered Person or health care provider. However, should the Covered Person or health care provider not provide such reimbursement, the Company has the right to offset such overpayment against any other benefits payable to the Covered Person or health care provider under this Policy to the extent of the overpayment.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

### **Subrogation**

We have the right to recover all payments including future payments, which We have made, or will be obligated to pay in the future, to the Covered Person from anyone liable for the Covered Loss. If the Covered Person recovers from anyone liable for the Covered Loss, We will be reimbursed first from such recovery to the extent of Our payments to the Covered Person. The Covered Person agrees to assist Us in preserving Our rights against those responsible for such loss, including but not limited to, signing subrogation forms supplied by Us.

## **ADMINISTRATIVE PROVISIONS**

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### **Cancellation**

We or the **Participating Member** may cancel this **Certificate**, after the first year, as of any Premium Due Date by giving the other party 31 advance written or authorized electronic notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

If We cancel this **Certificate**, any earned premium will be computed pro rata and any unearned portion promptly returned to the Participating Member. If the Policyholder cancels this Policy, any unearned premium paid to Us will be returned to the Participating Member immediately; or the Participating Member will immediately pay any earned premium to Us that has not been paid. Earned premium will be computed pro rata.

If a premium is not paid when due, We will cancel this **Certificate** at the end of the last period for which premium was paid, subject to the Grace Period provision. Cancellation does not affect a claim for a Covered Loss when the covered Accident or Sickness occurs before the cancellation date.

### **Grace Period**

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. We do not intend to renew this **Certificate** beyond the period for which premium has been accepted; and
2. Written notice of Our intention not to renew is delivered at least 45 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, benefits will end on the last day of the Grace Period. The Participating Member is liable to Us for any unpaid premium for the time this Policy was in force.

### **Premiums**

The Company provides benefits in return for premium payments. Premiums due for this Policy will be remitted to Us by the Policyholder or by any other person designated by the Policyholder to remit such premiums. Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid.

### **Premium Rate Changes**

We may charge premium rates that vary by Participant Member. We may change premium rates at the end of any Policy Term or any Premium Rate Guarantee Period for any Participant Member with at least 31 days advance notice mailed to the last known address of the Policyholder. We will not increase premium rates more frequently than annually, unless one of the events described below occurs.

We may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

1. the terms of this Policy change;
2. the number of Covered Persons or persons eligible for coverage increases or decreases by more than 10% since the later of the Policy Effective Date and the date of the last renewal of this Policy;

3. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Covered Persons;
4. the ratio of incurred claims to earned premiums since the later of the Policy Effective Date and the last renewal date exceeds the permissible loss ratio;
5. the Participating Member fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid;

Any increase or decrease in rate will take effect on the date of the applicable change specified above, subject to required notification. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

#### **Premium Audit**

We will have the right to audit books and records of the Participating Member at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.

#### **Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 31 days prior to the date of reinstatement.

### **GENERAL PROVISIONS**

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#### **Entire Contract; Changes**

This Policy, **the Certificate**, including the endorsements, amendments and any attached papers constitutes the entire contract of benefits. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

If an enrollment form of any Covered Person is required, it may also be made a part of this Policy at Our option.

#### **Addition of New Covered Persons**

All Covered Persons added to one of the Classes under Eligible Persons in the Schedule of Benefits are eligible for benefits under this Policy, in accordance with its Effective Date provisions.

#### **Misstatement of Fact**

If the Participating Member or Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

#### **Assignment**

No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment. These benefits may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

#### **Incontestability**

##### **1. Of This Policy**

All statements made by the Participating Member to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Participating Member.

After one year from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

##### **2. Of the Covered Person's benefits**



All statements made by the Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After one year from the Covered Person's effective date of benefits, or from the effective date of increased benefits, no such statement will cause benefits or the increased benefits to be contested except for fraud or lack of eligibility for benefits.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

### **Reporting Requirements**

The Participating Member or its authorized agent must report all of the following to Us by the premium due date:

1. the names of all Covered Person's insured on the **Certificate** Effective Date;
2. the names of all Covered Person's who are insured after the Certificate Effective Date;
3. the names of those persons whose benefits have terminated;
4. additional information required by Us.

We, at Our option, may waive reporting of any information specified above.

### **Mistake in Age**

If the Age of any Covered Person has been misstated, an equitable adjustment will be made in the premiums or, at Our discretion, the amount of benefits payable. Any premium adjustment will be based on the premium that would have been charged for the same coverage on a Covered Person of the same Age and similar circumstances.

### **Clerical Error**

A Covered Person's coverage validly in force will not be affected, nor will a Covered Person's coverage validly terminated be continued, due to error or delay in keeping records pertaining to benefits under this Policy. If such error or delay is found, We will adjust the premium fairly.

### **Records**

The Participating Member or its authorized administrator will maintain the records of the Covered Person's benefits under this Policy. We will be permitted to examine the Participating Member's records relating to the benefits under this Policy at any reasonable time. The Participating Member is acting as an agent of the Covered Person for transactions relating to this Policy. The actions of the Participating Member will not be considered Our actions.

**Sanctions:** In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), United Nations Security Council (UN), European Union (EU) and any other regulations, or any other applicable trade sanctions, embargoes or export controls applied by any regulatory body, if any insured, or any person or entity claiming the benefits of this insurance has violated U.S., UN, or EU sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator.

### **Workers' Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

**Applicable Law, Legal Jurisdiction and Arbitration:** The rights and obligations derived from this contract are governed by the laws of the Cayman Islands, B.W.I. This contract is made in the Cayman Islands with respect to payment of premiums and benefits, as well as to subsequently agreed amendments, agreements, modifications and endorsements thereto, as well as the issuance of this insurance policy and all related instruments.

Since the rights and obligations of this contract exist exclusively under the laws of the Cayman Islands, B.W.I., and are of local nature, the Company and the Insured, who by means of this document also obligates his or her beneficiaries,

successors, assignees, as well as other third parties who may have a right or obligation therefrom, acknowledge that only the courts of the Cayman Islands, B.W.I. shall have jurisdiction and are capable of receiving and deciding upon any legal action with respect to the application, interpretation and validity of the arbitration clause as described in this section, and any other legal action that may result from this contract or the actions of the parties that may have an impact upon the obligations acquired and the rights derived from the existence of this contract that are not adjudicated, for any reason whatsoever, by the arbitration clause.

Any dispute that may arise between Pan-American International Insurance Corporation, the Insured and/or a beneficiary of the Insured, related to this contract or to its parts and its purpose, shall be resolved exclusively by private arbitration. Arbitration is mandatory, confidential and final. Each arbitration shall take place in the City of George Town, Grand Cayman, B.W.I., and the governing procedure shall be formulated and approved by the United Nations Commission on International Trade Law (UNCITRAL), on the effective date of this Certificate.