



**INTERNATIONAL ASSURANCE TRAVEL MEDICAL PLAN EVIDENCE OF INSURANCE  
(A BEACON SERIES PRODUCT)  
THE BEACON/AXIS SERIES GROUP INSURANCE TRUST (ANGUILLA)  
UMR (B1284UB21A109B)**

This Evidence of Insurance is issued by the Master Policy on behalf of the Master Policyholder, as so authorized by Underwriting Members of Lloyd's, who have hereunto subscribed their Names ("the Underwriters") to this Evidence of Insurance and the Master Policy; the Beacon/Axis Series Group Insurance Trust (Anguilla). As, such certain Underwriters of Lloyd's authorize Azimuth Risk Solutions as the ("Scheme Administrator") of the Master Policy and all Evidence(s) of Insurance issued by the Master Policy.

**MASTER POLICYHOLDER** — Master Policy Number: A92355005, whereas the Master Policyholder has sought Insurance on behalf of its Members, the Master Policyholder is hereby recognized as the Beacon/Axis Series Group Insurance Trust (Anguilla). The Master Policyholder recognizes the Master Policy effective date is March 1, 2009, and shall remain in effect until terminated by the Underwriters in accordance to **Section 16** below. This Evidence of Insurance issued by the Master Policy is subject to annually Continuation of Coverage unless otherwise expressed. All Evidence(s) of Insurance issued by the Master Policy shall be effective as of the Effective Date of Coverage as shown on the Declaration Page of Insurance, and shall remain in effect until terminated in accordance with **Section 15** below. The Evidence of Insurance is not part of the Insurance contract. The contract is the Master Policy (held by the Master Policyholder), the Application and any applicable Rider(s). The Evidence of Insurance is merely a description of and evidence of Member rights and Benefits under the contract. The Master Policyholder hereby recognizes Azimuth Risk Solutions, as its authorized agent and representative. Azimuth Risk Solutions as the Scheme Administrator of the Master Policy and all Evidence(s) of Insurance issued by the Master Policy is hereby subject to all provisions set forth hereto. All communications, notices and payments that are required or permitted under the Master Policy and/or as described in the Evidence of Insurance issued by the Master Policy for its Members shall be transmitted through the Scheme Administrator, and receipt of the same by the Scheme Administrator shall be consider receipt by the Master Policyholder on behalf of the Underwriters.

**LLOYD'S BROKER** — The Lloyd's Broker has negotiated such insurance on behalf of the Master Policyholder, it is mutually understood and agreed between the Underwriters and the Master Policyholder, that Azimuth Risk Solutions is recognized as the Scheme Administrator. The Underwriters hereby recognize BMS Intermediaries Ltd, One America Square, London as the Lloyd's Broker of record herein.

**SCHEME ADMINISTRATOR** — The "Scheme Administrator", as referred to herein; Azimuth Risk Solutions, acts solely as the disclosed and authorized agent and representative for and on behalf of the Master Policyholder and Underwriters, and has and shall have no direct, indirect, joint, several, separate, individual, or independent liability or obligation of any kind under the Master Policy or the Evidence of Insurance to the Participating Member or to any other person or entity.

**QUESTIONS OR CONCERNS ABOUT THIS INSURANCE** — In the event that Participating Member has any questions or concerns about this insurance or the handling of a claim the Participating Member can refer the matter to Azimuth Risk Solutions, LLC at the contact information below.

**Azimuth Risk Solution**  
**8520 Allison Pointe Blvd, Suite 220**  
**Indianapolis, Indiana 46250**  
**Telephone: 317-644-6291 or 888-201-8050**  
**Fax: 317-423-9620 or 888-201-8851**  
**Email: [service@azimuthrisk.com](mailto:service@azimuthrisk.com)**

**COMPLAINTS ABOUT THIS INSURANCE** — However, if the Participating Member wishes to make a complaint, the Participating Member can do so at any time by referring the matter to either Azimuth Risk Solutions, LLC at the contact information below:

**Azimuth Risk Solutions**  
**Attn: Complaints Department**  
**8520 Allison Pointe Blvd, Suite 220**  
**Indianapolis, Indiana 46250**

Or to the Complaints Team at Lloyd's at the contact information below:

**Complaints, Lloyd's**  
**One Lime Street, London EC3M 7HA**  
**Tel: 020 7327 5693/ Fax: 020 7327 5225**  
**Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints) Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)**

**SPECIAL NOTIFICATIONS:**

**Sanction Limitation and Exclusion Clause** — No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**The Patient Protection and Affordable Care Act (PPACA)** — This insurance is not subject to, and does not provide benefits as required by PPACA. As of January 1, 2014 PPACA requires U.S. citizens, U.S. nationals, and certain U.S. residents to obtain PPACA compliant insurance coverage unless they are exempt from PPACA. Please note penalties may be imposed on persons who are required to maintain PPACA compliant coverage but fail to do so. Eligibility to purchase, extend, or continue coverage for this product, or its terms and conditions, may be modified or amended based upon changes to applicable law, including PPACA. Note, it is the insured person's sole and exclusive responsibility to determine the insurance requirements applicable to them, and neither Underwriters nor Azimuth Risk Solutions shall have any liability whatsoever, including any penalties a person may incur for failure to obtain coverage required by any applicable law including without limitation PPACA. For information regarding PPACA and how it applies to you or if you are eligible to purchase products administered by Azimuth Risk Solutions, please contact us at: [service@azimuthrisk.com](mailto:service@azimuthrisk.com) or by calling **1-317-644-6291/1-888-201-8850**

**1 EVIDENCE(S) OF INSURANCE ISSUED:**

- 1.1** The Scheme Administrator will issue in respect of each Participating Member an identification number and Evidence of Insurance; and
- 1.2** The Scheme Administrator shall retain a copy of all such Evidence(s) of Insurance and shall make available a copy to Participating Member(s) upon request; and
- 1.3** The Scheme Administrator shall make available on behalf of the Master Policyholder Evidence(s) of Insurance to the Participating Member(s) as soon as practicable, but in any event, no later than forty-five (45) days after inception, or in accordance with local legislation; and
- 1.4** The Scheme Administrator shall advise Underwriters of all additions and deletions of Evidence(s) of Insurance.

**2 PERIOD OF INSURANCES EFFECTED IN ACCORDANCE WITH THE MASTER POLICY:**

- 2.1** The Master Policy is effective during the period from December 01, 2017 through January 31, 2018, both days inclusive and for thirty (30) days, if required, as may be mutually agreed upon; and
- 2.2** No Evidence(s) of Insurance shall be bound hereunder for a period greater than:
  - 2.2.1** Three-hundred and sixty-four (364) days in respect to annual cover; or
  - 2.2.2** Five (5) days of coverage.
- 2.3** Every Evidence(s) of Insurance issued shall commence during the currency of the Master Policy.

- 2.4 In the event that the Master Policy is cancelled or terminated, each Evidence(s) of Insurance issued hereunder shall run to its contractual expiry date, unless cancelled in accordance with its individual cancellation provision; and
- 2.5 In the event of cancellation of any Evidence(s) of Insurance issued hereunder the Master Policyholder, the Scheme Administrator and Underwriters shall comply with any applicable provisions of law relating to the cancellation of such Evidence and to the return of Premiums, commissions, fees and any other charges.
- 3 ACCEPTANCE BY THE UNDERWRITERS** As a condition precedent to the Underwriters liability hereunder, the insurance provided to Participating Member(s) pursuant to and in accordance with the Terms and Conditions of the Master Policy, as represented by the Evidence(s) of Insurance issued by the Master Policy (such insurance being sometimes referred to herein as “this insurance” or “the plan”). The Master Policy, which would include the Application, the Evidence(s) of Insurance, the Declaration Page of Insurance, and any Endorsements, shall constitute the entire agreement among the Policyholder, Underwriters, and the Participating Member(s). Underwriters hereby recognize Azimuth Risk Solutions as the Scheme Administrator. The Evidence(s) of Insurance issued by the Master Policy is an outline of the coverage provided by the Master Policy and agreed by Underwriters.
- 4 TERRITORIAL LIMITATION:**
- 4.1 The Scheme Administrator is hereby authorized to issue Evidence(s) of Insurance for Participating Member(s) domiciled worldwide with the exception of US citizens residing in the US or Anguillan citizens residing in Anguilla; and
- 4.2 The territorial limits of each Evidence of Insurance issued hereunder shall be worldwide, except;
- 4.2.1 When a US citizen purchasing a travel policy while residing in the US; or
- 4.2.2 When an Anguillan citizen purchasing a travel policy while residing in Anguilla.
- 5 MAXIMUM LIMIT OF LIABILITY/SUMS INSURED:**
- 5.1 The Scheme Administrator is authorized to issue Evidence(s) of Insurance in the following Sum Insured or Limits of Liability, which shall not be exceeded in any circumstance. The below figures are always considered to be in US dollars:
- 5.1.1 \$35,000; or
- 5.1.2 \$60,000; or
- 5.1.3 \$125,000; or
- 5.1.4 \$600,000; or
- 5.1.5 \$1,200,000.
- 5.2 The following age groups have Maximum available Limits:
- 5.2.1 Ages 70-79: \$50,000; and
- 5.2.2 Ages 80 and older: \$12,000.
- 6 PREMIUMS AND DEDUCTIBLES:**
- 6.1 All Premiums for Evidence(s) of Insurance issued under the Master Policy shall be remitted to the Scheme Administrator:
- 6.1.1 On or before the Effective Date of Coverage and
- 6.1.2 Prior to any Extension of Insurance under **Section 17**, below.
- 6.2 All Deductibles for Evidence(s) of Insurance issued under the Master Policy are in US dollars, as follows:
- 6.2.1 \$0; or
- 6.2.2 \$50; or
- 6.2.3 \$250; or
- 6.2.4 \$500.
- 7 CLAIM(S) PROCEDURES:**
- 7.1 **Proof of Claim** — When the Scheme Administrator receives notice of a claim for Benefits under this insurance, and it will provide the Participating Member with form(s) (“Claim Form”) for filing a Proof of Claim. The Claim Form is provided with all fulfillment documents issued by the Scheme

Administrator. The Claim Form is available at all times via the Scheme Administrator's website at [www.azimuthrisk.com](http://www.azimuthrisk.com). The following items must be submitted to be considered a complete Proof of Claim eligible for consideration of coverage ("Proof of Claim"):

- 7.1.1 A duly completed and signed Claim Form; and
- 7.1.2 Itemized bills from all Physicians, Hospitals and other healthcare or medical service providers involved with respect to the claim; and
- 7.1.3 Receipts for any Expenses Incurred or paid by or on behalf of the Participating Member(s) with respect to the claim; and
- 7.1.4 The Participating Member(s) shall have ninety (90) days from the date a claim is incurred to submit a complete Proof of Claim, and the Scheme Administrator may deny coverage for any Proof of Claim submitted thereafter or for an incomplete Proof of Claims. All claim decisions made by or on behalf of the Scheme Administrator are with the express consent of Underwriters. All Complete Proof of Claim(s) can be submitted as follows:

7.1.4.1 Mail- **Azimuth Risk Solutions**  
**PO Box 627, Indianapolis, IN 46206**

7.1.4.2 Email - [service@azimuthrisk.com](mailto:service@azimuthrisk.com)

7.1.4.3 Fax - **1 (317) 423-9620 or 1 (888) 201- 8851 (outside of the US)**

- 7.2 **Claim Settlement** — Eligible and covered claims under this insurance, which have previously been paid by or on behalf of the Participating Member at the time of the Scheme Administrator's adjudication thereof will be reimbursed directly to the Participating Member, by check in USD, at his/her last known place of residence or mail-forwarding address. While the Evidence of Insurance is in effect, the Participating Member shall undertake to promptly notify the Scheme Administrator of any change in such addresses subsequent to the Effective Date of Coverage. Eligible and covered claims that have not yet been paid by or on behalf of the Participating Member at the time of adjudication will be paid by check to the Participating Member at his/her last known place of residence or mail-forwarding address, or at the sole option and discretion of the Scheme Administrator, and as an accommodation to the Participating Member, directly to the provider(s). All claim settlements are subject to the applicable Deductible and Coinsurance, and to the benefit limits and Sub-Limits and all other Terms of this insurance. No provider or other third-party shall have any direct or indirect claim or right of action against the Scheme Administrator under the Master Policy or any Evidence(s) of Insurance issued by the Master Policy, whether by purported assignment of Benefits, subrogation of interests or otherwise, unless first expressly agreed and consented to in writing by the Scheme Administrator, and notwithstanding the Scheme Administrator's exercise or failure to exercise any option or discretion under this section regarding the method of claim payment. No provider or other third-party is intended to have or shall have any rights as a third-party Beneficiary under the Master Policy or Evidence of Insurance issued by the Master Policy.
- 7.3 **Appealing a Claim** — In the event the Scheme Administrator denies all or part of a claim, the Participating Member shall have ninety (90) days from the date that the Notice of Denial was mailed or mailed to the Participating Member's last known place of residence or mail-forwarding address to file a written appeal with the Scheme Administrator. Upon receipt of a written appeal, the Scheme Administrator will respond in writing as soon as reasonably practicable and in any event within ninety (90) days from receipt thereof.
- 7.4 **Fraudulent Claims** — If any claim or request for Benefits under this insurance shall be in any respect fraudulent or deceitful, or if the Participating Member or anyone acting for or on their behalf under this insurance uses any fraudulent or deceitful means or devices, all Benefits and claims under this insurance shall be forfeited and waived, and the Scheme Administrator, Underwriters and/or Master Policyholder shall have no liability for such Benefits or claims.
- 7.5 **Arbitration** — No claim for Benefits for which liability, eligibility or coverage under this insurance has been denied in whole or in part by the Scheme Administrator, nor any other dispute or controversy arising under or related to this insurance, shall be arbitral or subject to arbitration under any circumstances or for any reason.

- 7.6 Patient Advocacy** — Neither the Underwriters nor the Scheme Administrator shall have any right, obligation or authority of any kind to ultimately select Physicians, hospitals, or other healthcare or health service providers for the Participating Member or to make any medical treatment decisions for or on behalf of the Participating Member, and all such decisions shall be made solely and exclusively by the Participating Member and/or his/her guardians, family members and treating Physicians and other healthcare providers. Subject to the foregoing, the Scheme Administrator may determine that a particular claim, benefit, treatment, or diagnosis occurring under or relating to this insurance may be placed under the Scheme Administrator's Patient Advocacy program to ensure that Medically Necessary Treatment and supplies are provided in the most cost effective manner. In the event the Scheme Administrator determines that a claim, benefit, treatment, or diagnosis meets the Scheme Administrator's Patient Advocacy program guidelines, the Scheme Administrator will notify the Participating Member as soon as reasonably practicable, and a Patient Advocate will be assigned to the Participating Member. Thereafter, the Patient Advocate may make recommendations of treatment settings and/or procedures and/or supplies that may be more cost-effective for the Scheme Administrator and/or the Participating Member. Such recommendations will be made with input from the Participating Member and/or the Participating Member's guardians, family members and treating Physicians and other healthcare providers, and will be made only when it can be reasonably demonstrated that the Medically Necessary Treatment and/or supplies can be provided in a more cost-effective manner to the Scheme Administrator and/or the Participating Member. The Scheme Administrator will use its best efforts to evaluate and recommend treatment settings and/or procedures and/or supplies that can reasonably be expected to result in the same or better care of the Participating Member. The Participating Member is under no obligation to accept or follow any of the Scheme Administrator's recommendations. However, if the Participating Member accepts and follows any of the Scheme Administrator's recommendations, the Participating Member agrees to hold the Scheme Administrator harmless from same, and the Scheme Administrator shall not be held liable or otherwise responsible for any treatment or supply provided to the Participating Member except for the payment of claims and Benefits eligible for coverage under the Terms of this insurance. After the Participating Member has been notified that the claim, treatment, benefit or diagnosis meets the Scheme Administrator's Patient Advocacy program guidelines, the Scheme Administrator reserves the right, at its option and in its sole discretion without liability, to:
- 7.6.1** Make payment for treatment and/or supplies that, although not expressly covered under this insurance, may be beneficial to the Participating Member and cost-effective to the Scheme Administrator; and/or
  - 7.6.2** Deny coverage and/or Benefits for any charges that exceed the amount the Scheme Administrator would have covered had the Participating Member accepted and followed the recommendations of the Patient Advocacy program.

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

**9 SERVICE OF SUIT** — It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Participating Organization or Participating Member, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes a waiver of underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek

a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. In any suit instituted against Underwriters hereunder, Underwriters will abide by the final decision of such court, or of any Appellate Court in the event of an appeal. Further, pursuant to any statute of any state, territory or district of the United States that makes provision therefor, the Scheme Administrator hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Master Policyholder, Participating Organization or any Participating Member arising hereunder, and hereby reserves the right to designate an attorney of the Scheme Administrator's choice in conjunction with Underwriters, as its attorney-in-fact and agent for service of process to whom said officer or Commissioner is authorized to mail or serve such process or a true copy thereof.

- 10**     **INSOLVENCY** — The insolvency, bankruptcy, financial impairment, receivership and voluntary plan of arrangement with creditors or dissolution of the Master Policyholder or any Participating Member shall not impose upon the Scheme Administrator any liability or obligation other than that specifically included in this insurance.
- 11**     **SUBROGATION CLAUSE** — The Participating Member undertakes to pursue in his/her own name and stead, and to fully cooperate with the Scheme Administrator and/or Underwriters in the prosecution of any and all valid claims that he/she may have against any third party who may be liable arising out of any act, omission or occurrence that results or may result in a loss of payment or coverage of claim by the Scheme Administrator and/or Underwriters under this insurance, and to account to the Scheme Administrator and/or Underwriters for any amounts recovered in connection therewith, on the basis that the Scheme Administrator and/or Underwriters shall be reimbursed and entitled to recover first in full for any sums paid by it before the Participating Member shares in any amount so recovered. Should the Participating Member fail to so cooperate, account or prosecute any valid claims against any such third party or parties, and the Scheme Administrator and/or Underwriters thereupon or otherwise becomes liable to make payment under the Terms of this insurance, then the Scheme Administrator and/or Underwriters shall be fully subrogated to all rights and interests of the Participating Member with respect thereto and may prosecute such claims in its own name as subrogee. The Participating Member's submission of Proof of a Claim, acceptance of coverage or Benefits under this insurance shall be deemed to constitute an assignment of such subrogation rights by the Participating Member to the Scheme Administrator and/or Underwriters. Any amount recovered by the Scheme Administrator and/or Underwriters shall first be used to pay the costs and expenses of collection incurred by the Scheme Administrator and/or Underwriters, which would include reasonable attorneys' fees, and for reimbursement to the Scheme Administrator and/or Underwriters for any amount that it may have paid or become liable to pay under this insurance. Any remaining amounts recovered shall be paid to the Participating Member or other persons lawfully entitled thereto, as applicable.
- 12**     **MISREPRESENTATION** — Any misstatement, omission, concealment or fraud, either in the Participating Member's Application which forms a part of the Master Policy or Evidence of Insurance issued by the Master Policy, or in relation to any statement, certification or warranty made by the Participating Member or their representatives, agents or proxies, whether in writing or otherwise, to the Scheme Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render the Evidence of Insurance null and void and all claims and Benefits under this insurance shall be forfeited and waived.
- 13**     **RIGHT OF RECOVERY** — In the event of overpayment by the Scheme Administrator of any claim for Benefits under this insurance, for any reason, which would include without limitation because:
- 13.1**     All or part of the claim was not incurred by or paid by the Participating Member; or
- 13.2**     The Participating Member or any member of the Participating Member's Family, whether or not the family members was a Participating Member under this insurance plan, is repaid, is entitled to be repaid for all or part of the claim by Other Coverage, or from a source other than the Scheme Administrator; or

- 13.3** All or part of the claim was not eligible for payment or coverage under the Terms of this insurance; or
- 13.4** All or part of the claim was paid or reimbursed based on an incorrect or mistaken application of Benefits under this insurance; or
- 13.5** All or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider; or
- 13.6** The Participating Member is not liable or responsible as a matter of law for all or part of a claim. The Scheme Administrator shall have the right to a refund and to recover the amount of overpayment from the Participating Member and/or the hospital, Physician, or other provider of services or supplies, as the case may be. For overpayment of claims as specified under **Sections 13.1 through 13.6** above, the amount of the refund and recovery shall be the difference between: (i) the amount actually paid by the Scheme Administrator, and (ii) the amount, if any, that should have been paid by the Scheme Administrator under the Terms of this insurance. For all other overpayments, the amount of the refund and recovery shall be the amount overpaid. If the Participating Member or the hospital, Physician or other provider of services or supplies does not promptly make any such refund to the Scheme Administrator, the Scheme Administrator may, in addition to any other rights or remedies available to it (all of which are reserved): (i) reduce or deduct from the amount of any future claim that is otherwise eligible for coverage or payment under this insurance, to the full extent of the refund due to the Scheme Administrator; and/or (ii) cancel any Evidence(s) of Insurance and all further coverage of the Participating Member under the Master Policy by giving thirty (30) days advance written notice by mail to the Participating Member's last known residence or mailing address, and offset against the amount of any refund of Premium due the Participating Member to the full extent of the refund due to the Scheme Administrator.
- 14** **OTHER INSURANCE** — The Scheme Administrator shall not be obligated to provide any Benefits or to pay any claim under this insurance if there is any Other Insurance, membership benefit, government program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or other third-party obligation or provision of Benefits ("Other Coverage") that would, or that would but for the existence of this insurance, be available or obligated to provide such benefit or to pay such claim, except in respect of any excess beyond the amount payable or provided under such Other Coverage had this insurance not been effected. The Scheme Administrator shall not be obligated to provide any benefit or to pay any claim in respect to treatment or supplies furnished by any program or agency funded by any government.
- 15** **CANCELLATION PROCEDURES IN RESPECT OF THE EVIDENCE(S) OF INSURANCE**
- 15.1** **Cancellation by Participating Member** — All cancellation requests must be submitted in writing to Azimuth Risk Solutions. To be eligible for a full refund, the request must be received before the Participating Members Effective Date of Coverage. Cancellation requests received after the Effective Date of Coverage will be subject to the following:
- 15.1.1** A \$25.00 cancellation fee; and
- 15.1.2** Only the unused portion of the Premium cost will be refunded; and
- 15.1.3** No claims will be eligible for Premium refund.
- 15.2** **Termination of Coverage for Participating Member** — Coverage and Benefits for the Participating Member under this insurance will terminate effective at 11:59 PM, EST, on the earliest of the following dates:
- 15.2.1** The next day following the end of the period for which Premium has been fully and timely paid; or
- 15.2.2** The termination date as shown on the Declaration Page of Insurance or Evidence of Insurance; or
- 15.2.3** The date the Master Policy is terminated; or
- 15.2.4** The date the Participating Member first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in the Evidence of Insurance; or

- 15.2.5 The date the Scheme Administrator and/or Underwriters, at its sole option, elects to cancel from the Beacon/Axis Series Group Insurance Plan (sometimes referred to herein as "this insurance plan" or "the plan") all Participating Members of the same sex, age, class or geographic location as the Participating Member, provided the Scheme Administrator gives no less than thirty (30) days advance written notice by mail to the Participating Member's last known place of residence or mail - forwarding address of its intent to exercise such option with or in conjunction and the express written consent of Underwriters; or
- 15.2.6 The cancellation date specified by the Scheme Administrator and/or Underwriters pursuant to **Section 15.1**, above; or
- 15.2.7 The cancellation date specified by the Participating Member, or upon return to Home Country; or
- 15.2.8 The date specified by the Scheme Administrator and/or Underwriters in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances described in **Sections 7, 12, 15** and above, or **Section 16** below, or as otherwise permitted by the Terms of this insurance. Coverage for the Participating Member shall remain in full force and effect unless terminated pursuant to the provisions of this section, except as otherwise provided in the Master Policy or the Evidence of Insurance.

**16 TERMINATION OF MASTER POLICY** —The Master Policy can be terminated at any time by Underwriters or the Master Policyholder by giving at least thirty (30) days written notice to the other, thus providing the same such notice to the Scheme Administrator and to the Participating Member. Such termination will have no effect on the Evidence of Insurance prior to the date of the termination, or on eligible coverage or Benefits under this insurance accrued prior thereto. No Evidence of Insurance will be issued or Extensions accepted after the date the Master Policy is terminated.

**17 EXTENSIONS; AMENDMENT:**

- 17.1 **Extension(s)** — The Beacon Series Policy may extend multiple times, up to the maximum of three hundred and sixty four (364) to seven hundred and twenty-eight (728) days depending upon your citizenship. A Participating Member may extend his/her policy by logging onto the ARS Client Center at [www.azimuthrisk.com](http://www.azimuthrisk.com) after your initial purchase of Insurance. The Beacon Series Extension(s) are subject to the original Policy ID #, Sub-Limits and Maximum Limits up to the Maximum Policy Limit or Coverage Period, unless the Participating Member reaches seventy (70) or eighty (80) years of age prior to his/her date of Extension, in which, the Maximum Limit of the policy will change to reduced Maximum Limit for that specified age group. Terms of this plan then in effect (which would include the Terms of the then applicable Master Policy) and so long as Extension fees and Premium is paid when due and the Participating Member otherwise continues to meet the applicable eligibility requirements of the plan. The Scheme Administrator's commitment and the Participating Member's ability to extend is also subject to termination upon thirty (30) days written notice to the other party prior to the expiration date of the then existing Coverage Period.
- 17.2 **Amendment(s)** — The Scheme Administrator reserves the right in its sole discretion to make changes, additions and/or deletions to the Terms of the Master Policy, the Evidence of Insurance, Extensions or replacements of either, and/or to the Beacon/Axis Group Insurance plan (which would include the issuance of Riders to effectuate same) at any time or from time to time after the Effective Date of Coverage of the Master Policy, upon no less than ninety (90) days prior written notice to Underwriters and the Participating Member ("Notice of Amendment"). The Notice of Amendment shall include a complete description of the changes, additions and/or deletions to be made, the effective date thereof (the "Change Date"), and notice of the Participating Member's cancellation rights as set forth above, and shall be sent first class mail, postage pre-paid, to the last known place of residence or mail- forwarding address of the Participating Member. Upon issuance of the Notice of Amendment, Underwriters and/or the Participating Member shall have the right to request cancellation of the Evidence of Insurance



pursuant to the provisions set forth in the Master Policy, at any time prior to the Change Date; provided, however that cancellation shall be at the option of the Participating Member, and coverage under this insurance shall terminate with effect from the cancellation date specified by the Participating Member is subject to the provisions of Section 15, above. If the Participating Member does not elect to cancel the Evidence of Insurance in accordance with the foregoing, the changes, additions and/or deletions as made by the Scheme Administrator and specified in said Notice of Amendment shall take effect as of the Change Date specified in the Scheme Administrator's Notice, and this insurance shall thereafter continue in effect in accordance with its Terms, as so amended and modified.

- 18 APPLICABLE CURRENCY** — All benefit amounts, coverages, monetary limits and Sub-Limits, and other amounts stated in the Master Policy, the Application, the Declaration Page of Insurance, the Evidence of Insurance, and in any Riders, which would include Premium, are in US dollars.
- 19 COOPERATION** — The Participating Member and his/her Physicians, Hospitals and other healthcare and medical service providers and suppliers shall undertake to cooperate fully with the Scheme Administrator in reviewing, Investigating, adjudicating and/or administering any claim for Benefits under this insurance, which would include granting full right of access to all relevant or related medical documentation, medical histories, reports, lab or test results, x-rays, and other available evidence relating to or affecting the Investigation, adjudication or administration of the claim. The Scheme Administrator may deny coverage for a claim when there has been a refusal or material failure to cooperate.
- 20 UNDERWRITING DECISIONS; EXPLANATION OR VERIFICATION OF BENEFITS** — In the event of any verbal or telephone inquiry, every attempt will be made to help the Participating Member and his/her healthcare providers understand the status, scope and extent of available Benefits and coverage under this insurance; provided, however, that no statement made by any agent, employee or representative of the Scheme Administrator will be deemed or construed as an estoppel or to create any liability against the Scheme Administrator or be deemed or construed to bind the Scheme Administrator or to modify, replace, waive, extend or amend any of the Terms of the Master Policy or the Evidence of Insurance, unless expressly set forth in writing. Actual eligibility and/or acceptance determinations, final coverage decisions, and benefit or claim payments can be determined and adjudicated only at the time a proper and complete Application and/or Proof of Claim is submitted (as the case may be), an opportunity for reasonable investigation and/or review is provided, cooperation required hereunder received, and all facts and supporting information, which would include relevant medical records, are presented in writing. The Terms of the Master Policy govern all available coverage and payments made or to be made. If a definite answer to a specific Benefits or coverage question is required for any reason, the Participating Member or his/her provider may submit a written request to the Scheme Administrator, which would include all pertinent medical information and a statement from the attending Physician (if applicable), and a written reply will be sent by the Scheme Administrator and kept on file. If the Scheme Administrator elects to verify generally and/or preliminarily to a provider or the Participating Member that an Injury, Illness, diagnosis or proposed treatment is or may be covered under this insurance, or that Benefits for same are or may be available as outlined in the Master Policy and or the Evidence of Insurance, any such verification of Benefits does not guaranty either payment of Benefits or the amount or eligibility of Benefits. Final eligibility determinations, coverage decisions and actual reimbursement or payment of claims or Benefits are subject to all Terms of this insurance, which would include without limitation filing a proper and complete Proof of Claim under Section 7.1, above.
- 21 SCHEDULE OF BENEFITS/LIMITS** — Subject to the Terms of this insurance, which would include without limitation the Deductible and Coinsurance (unless otherwise expressly set forth to the contrary), and the various limits and Sub-Limits set forth below, the Scheme Administrator promises to provide the Participating Member the following Benefits and coverage arising out of injury or illness sustained or charges, cost or Expenses Incurred while the Evidence of Insurance is in effect.

<b>International Assurance Travel Medical Plan Schedule of Benefits</b>	
<b>Medical Coverage (Amounts are in USD)</b>	
<b>Maximum Limits</b>	\$35,000; \$60,000; \$125,000; \$600,000; \$1,200,000 per Participating Member <b>(Please note, Individual selection is listed for each Participating Member on his/her Declaration Page of Insurance)</b>
<b>Deductibles</b>	\$0; \$50; \$250; \$500 per Participating Member, per Coverage Period <b>(Please note, Individual selection is listed for each Participating Member on his/her Declaration Page of Insurance)</b>
<b>Pre-existing Conditions</b>	<b>No Coverage</b>
<b>Coverage Area</b>	Worldwide- Excluding the US & Canada
<b>Coinsurance</b>	After the Deductible the plan pays 100% for claims incurred outside the US & Canada
<b>Hospital Services</b>	
<b>Pre-notification Penalty</b>	50% of Eligible Expense
<b>Hospital Indemnity</b>	\$150 Sub-Limit per night, maximum for 7 nights for Inpatient Hospitalization, Outside the US and Canada only
<b>Hospital Room and Board</b>	Average Semi-private room rate, including nursing services
<b>Intensive Care Unit</b>	Usual, Reasonable, and Customary charges to the Maximum Limit
<b>Emergency Room – Illness or Accident</b>	Usual, Reasonable, and Customary charge, Subject to additional \$250 Deductible if Illness or Injury does not result in Hospitalization
<b>Outpatient Services</b>	
<b>Physician Visit</b>	Usual, Reasonable and Customary charges
<b>Physical Therapy</b>	\$60 Sub-Limit per visit, 1 visit per day, Maximum of 15 visits per Coverage Period
<b>Prescription Drugs</b>	Usual, Reasonable and Customary charges
<b>Other Services</b>	
<b>Optional Extreme Sports Rider</b>	\$50,000 Sub-Limit per Coverage Period
<b>Sudden On-set of a Pre-existing Condition</b>	\$100,000 Sub-Limit for Eligible Medical Expenses, which would including Emergency Medical Evacuation, up to age 69 (Benefit is available for plans purchased for at least 180 days and with a Maximum Limit of \$125,000; \$600,000; or \$1,200,000)
<b>Local Ambulance</b>	Usual, Reasonable and Customary charges, when covered Illness or Injury results in Hospitalization
<b>Durable Medical Equipment</b>	Usual Reasonable and Customary charges, Limited to a standard hospital bed and wheelchair
<b>Dental - Injury as result of an Accident</b>	\$250 Sub-Limit per Coverage Period (Benefit is available for Policies purchased for 90 days or more)
<b>Dental - Acute onset of pain</b>	\$100 Sub-Limit per Coverage Period (Benefit is available for Policies purchased for 90 days or more)
<b>Emergency Medical Evacuation</b>	Up to the Policy Maximum Limit, Benefit is reduced when related to a Sudden on-set of Pre-existing Conditions
<b>Emergency Reunion</b>	Up to \$7,500 Sub-Limit
<b>Return of Mortal Remains</b>	Up to \$50,000 Sub-Limit
<b>Return of Minor Children</b>	Up to \$50,000 Sub-Limit
<b>Quick Trip Home Country Coverage</b>	14 days cumulative Home Country Coverage (Benefit is available for Policies purchased for 90 days or more)
<b>Quick End of Trip Home Country Coverage</b>	Free 15 days of Home Country Coverage (Benefit is available for Policies purchased for 180 days or more) Free 90 days of Home Country Coverage (Benefit is available for Policies purchased for 365 day)
<b>Lost Checked Luggage</b>	Up to \$250 Sub-Limit per Coverage Period, Not subject to Deductible or Coinsurance
<b>Accidental Death and Dismemberment (AD&amp;D) Participating Members age 18 and older</b>	Up to \$25,000 Maximum Principal Sum, Death of Insured Person= \$25,000, Loss of 2 or more Limbs or both eyes= \$25,000, Loss of 1 Limb or eye= \$12,500 Age 70-74 benefits are reduced by 50%; Age 75+ benefits are reduced by an additional 50% Not subject to the Deductible or Coinsurance
<b>Accidental Death and Dismemberment (AD&amp;D) Participating Members under the age 18</b>	Up to \$10,000 Maximum Principal Sum, Death of Insured Person= \$10,000 Loss of 2 or more Limbs or both eyes= \$10,000, Loss of 1 Limb or eye= \$5,000 Not subject to the Deductible or Coinsurance
<b>Political Evacuation</b>	Up to \$10,000 Sub-Limit, Not subject to Deductible or Coinsurance
<b>Act of Terrorism</b>	Up to \$50,000 Sub-Limit, Medical Expenses ONLY
<b>Personal / Third Party Liability</b>	Up to \$500 Maximum Limit as defined in the Policy
<b>Trip Delay / Missed Connection</b>	Up to \$100 Sub-Limit per day, 2 days Maximum, After a 12 hour delay period, As defined in the Policy

**This is a consolidated summary description of Benefits and Limits**

## 22 BEACON AMERICA

- 22.1 Eligibility** — Non-US citizens who are at least fourteen (14) days of age. Individual's age seventy (70) to seventy-nine (79) as of the Effective Date of Coverage indicated on the Proof of Insurance Coverage Page of Insurance is subject to a \$50,000 Maximum Limit. Individuals age eighty (80) and older as of the Effective Date of Coverage indicated on the Proof of Insurance Coverage Page of Insurance is subject to a \$12,000 Maximum Limit. If a Participating Member is not eligible, the Evidence of Insurance issued by the Master Policy will be null and void and all Premiums paid will be refunded. In order to be eligible and qualified for coverage under this insurance, a Participating Member must:
- 22.1.1** Complete and sign an Application (or be listed thereon by proxy as an applicant and proposed Participating Member); and
  - 22.1.2** All questions of the Application are answered truthfully; and
  - 22.1.3** Pay the required Premium on or before the Effective Date of Coverage or prior to the date of Extension; and with all questions answered truthfully and completely; and
  - 22.1.4** Receive written acceptance of his/her Application or Extension from the Scheme Administrator; and
- 22.2 Evidence of Insurance Effective Date** — Insurance hereunder is effective on the later of:
- 22.2.1** The moment the Scheme Administrator receives the Application and correct Premium if Application and payment is made online or by facsimile; or
  - 22.2.2** 11:59pm US Eastern Standard Time on the date the Scheme Administrator receives the Application and correct Premium if Application and payment is made by mail; or
  - 22.2.3** The moment the Participating Member departs from his or her Home Country; or
  - 22.2.4** 11:59pm US Eastern Standard Time on the date requested on the Application; and
- 22.3 Evidence of Insurance Termination Date** — Insurance hereunder terminates on the earlier of:
- 22.3.1** 11:59pm US Eastern Standard Time on the last day of the period for which Premium has been paid; or
  - 22.3.2** 11:59pm US Eastern Standard Time on the date requested on the Application; or
  - 22.3.3** The moment of the Participating Member's arrival upon return to his or her Home Country (unless the Participating Member has started a Benefit Period or is eligible for Home Country Coverage or Visits).
- 22.4 Benefit Period** — While the Evidence of Insurance is in effect, the Benefit Period does not apply. Upon termination of the Evidence of Insurance, the Scheme Administrator will pay Eligible Medical Expenses, as defined herein, for up to one-hundred eighty (180) days beginning on the first day of diagnosis or treatment of a covered Injury or Illness while the Participating Member is outside his or her Home Country and while the Evidence of Insurance was in effect. The Benefit Period applies only to Eligible Medical Expenses. In the event a Participating Member begins a Benefit Period while the Evidence of Insurance is in effect, and the Evidence of Insurance terminates if and when the Participating Member returns to his/her Home Country, the Scheme Administrators will pay Eligible Medical Expenses, as defined herein, which are incurred in the Home Country during the Benefit Period. Home Country Coverage applies only to Eligible Medical Expenses.
- 22.5 End of Trip Home Country Coverage** — In the event a Participating Member is covered hereunder and is outside of his or her Home Country continuously for one-hundred eighty (180) days or more, the Participating Member will received fifteen (15) days free with a one-hundred-eighty (180) purchase and thirty (30) days free with a three hundred sixty four (364) day purchase. Home Country Coverage applies only to Eligible Medical Expenses.

**22.6 Quick Trip Home Country Coverage** — For each ninety (90) days during which a US citizen is covered hereunder, the US citizen is covered for Eligible Medical Expenses only during quick trips totaling no more than fourteen (14) days duration per ninety (90) day period of coverage. Quick visit time must be used within the ninety (90) days period earned, and the Participating Member must continue his or her international trip in order to be eligible for this benefit. Return to the Home Country must not be taken for the purpose of obtaining treatment of an Illness or Injury that began while traveling. The benefit is subject to a minimum ninety (90) days plan purchase.

**24 UNITED STATES PREFERRED PROVIDER ORGANIZATION (PPO)** — If treatment or supplies eligible for coverage under this insurance are received directly from the Scheme Administrator's approved list of independent PPO providers while the Participating Member is in the United States, the Scheme Administrator will waive any and all Coinsurance applicable to such claims. However, all treatment or supplies received in the United States from a non-PPO provider will remain subject to the applicable Deductible and Coinsurance, whether or not the Participating Member may be eligible for the foregoing special benefit relating to treatment or supplies received from PPO providers.

**24.1 PPO Information** —The Scheme Administrator endeavors to maintain a contractual arrangement with an independent Preferred Provider Organization (PPO) that has established and maintains a network of US -based Physicians, hospitals and other healthcare and health service providers who are contracted separately and directly with the PPO and who may provide repricings, discounts or reduced charges for treatment or supplies provided to the Participating Member. The Scheme Administrator has no authority or control over the operations or business of the PPO, or over the operations or business of any provider within the independent PPO network. Neither the PPO, nor any provider within the PPO network, nor any of their respective agents, employees or representatives has or shall have any power or authority whatsoever to act for or on behalf of the Scheme Administrator in any respect, which would include, without limitation, no power or authority to: (i) approve Applications or enrollments for initial insurance coverage, extended coverage under this insurance plan or to accept Premium payments, (ii) accept risks for or on behalf of the Scheme Administrator, (iii) act for, speak for, or bind the Scheme Administrator in any way, (iv) waive, alter or amend any of the Terms of the Master Policy or the Evidence of Insurance or waive, release, compromise or settle any of the Scheme Administrator's rights, remedies, or interests thereunder or hereunder, or (v) determine Pre-notification, eligibility for coverage, verification of Benefits, or make any coverage, benefit or claim adjudications or decisions of any kind. It is not a requirement of this insurance that the Participating Member seek treatment or supplies exclusively from a provider within the independent PPO network. However, the Participating Member's use or non-use of the PPO network may affect the scope and extent of Benefits available under this insurance, which would include without limitation the applicable Deductible, Coinsurance and any Additional Deductible, as set forth above in the Schedule of Benefits. A Participating Member may contact the Scheme Administrator and request a PPO Directory for the area where the Participating Member will be receiving treatment (therein listing the Physicians, Hospitals and other healthcare providers within the PPO network by location and specialty), or may visit the Scheme Administrator's website at [www.azimutrisk.com](http://www.azimutrisk.com) to obtain such information.

**25 PRE-NOTIFICATION PROVISIONS AND REQUIREMENTS** — Pre-notification is a general determination of Medical Eligibility, only, and all such determinations are made by the Scheme Administrator (acting through its authorized agents and representatives) in reliance and based upon the completeness and accuracy of the information provided by the Participating Member and/or his/her Relatives, guardians and/or healthcare providers at the time of Pre-notification. The Scheme Administrator reserves the right to challenge, dispute and/or revoke a prior determination of Medical Necessity based upon subsequent information obtained. Pre-notification is not an assurance, authorization, or verification of coverage, a verification of Benefits, or a guarantee of payment. The fact that treatment or supplies are Pre-certified by

the Scheme Administrator does not guarantee the payment of Benefits or the amount or eligibility of Benefits. The Scheme Administrator's consideration and determination of a Pre-notification request, as well as any subsequent review or adjudication of all medical claims submitted in connection therewith, shall remain subject to all Terms and Conditions of the Master Policy, including exclusions for Pre-existing Conditions and other designated exclusions, benefit limitations, and the requirement that claims be Usual, Reasonable and Customary. In addition, any consideration or determination of a Pre-notification request shall not be deemed or considered as the Scheme Administrator's approval, authorization or ratification of, recommendation for, or consent to any diagnosis or proposed course of treatment. Neither the Scheme Administrator (nor anyone acting on their behalf) has any authority or obligation to select Physicians, Hospitals or other healthcare providers for the Participating Member, or to make any diagnosis or medical treatment decisions on behalf of the Participating Member, and all such decisions must be made solely and exclusively by the Participating Member and/or his/her Family members or guardians, treating Physicians and other healthcare providers. If the Participating Member and his/her healthcare providers comply with the Pre-notification requirements of the Master Policy, and the treatment or supplies are Pre-certified as Medically Necessary, the Scheme Administrator will reimburse the Participating Member for Eligible Medical Expenses Incurred in relation thereto, subject to all Terms of this insurance, including the Deductible and Coinsurance. Eligibility for and payment of Benefits are subject to all of the Terms of this insurance.

**25.1 Specific Requirements** — The following treatment and/or supplies must always be Pre-certified for Medical Necessity by the Scheme Administrator, including:

- 25.1.1** Inpatient treatment of any kind; and
- 25.1.2** Any Surgery or Surgical procedure; and
- 25.1.3** Care in an Extended Care Facility; and
- 25.1.4** Home Nursing Care generally; and
- 25.1.5** Durable Medical Equipment; and
- 25.1.6** Artificial limbs; and
- 25.1.7** Diagnostic testing such as MRI, CT scan, PET scan, and Ultrasounds; and
- 25.1.8** Chemo/Radiation Therapy; and
- 25.1.9** Emergency Medical Evacuation.

**25.2 General Requirements** — To comply with the Pre-notification requirements of this insurance for the treatment and services listed in **Section 24**, above, the Participating Member or his/her Physician must:

**25.2.1** Contact the Scheme Administrator at the telephone numbers printed on the ID card, as follows:

Inside the United States: (Ph.) 1-888-201-8850, (fax) 1-888-201-8851

Outside the United States: 1-317-644-6291 (Collect if necessary)

E-mail: [service@azimuthrisk.com](mailto:service@azimuthrisk.com)

Website: [www.azimuthrisk.com](http://www.azimuthrisk.com); and

**25.2.2** As soon as possible before the treatment is to be obtained; and

**25.2.3** Comply with the instructions of the Scheme Administrator and submit any information or documents required by the Scheme Administrator; and

**25.2.4** Notify all Physicians, hospitals and other healthcare providers that this insurance contains Pre-notification requirements and ask them to fully cooperate with the Scheme Administrator.

**26 EMERGENCY PRE-NOTIFICATION** — In the event of an Emergency Hospital admission, Pre-notification must be completed within forty-eight (48) hours after the admission, or as soon as is reasonably possible.

**27 LOSS OF COVERAGE/BENEFITS FOR NON-COMPLIANCE WITH PRE-NOTIFICATION REQUIREMENTS** — If the Participating Member or his/her healthcare providers do not comply with the Pre-notification requirements or the treatment or supplies identified in **Section 25** through **25.2.4** above, or if such treatment or supplies are not Pre-certified, Eligible Medical Expenses Incurred with respect to said

treatment and/or supplies will be reduced by fifty (50%) percent; and for the treatment or supplies identified in **Section 25** through **25.2.4**, or if such treatment and/or supplies are not Pre-certified.

**28 CONCURRENT REVIEW** — For Inpatient treatment of any kind, the Scheme Administrator will Pre-notify a limited number of days of confinement based upon the medical condition. Thereafter, Pre-notification must again be requested and approved if additional days of Inpatient treatment are necessary.

**29 APPEAL PROCESS** — If the Participating Member disagrees with a Pre-notification decision of the Scheme Administrator, the Participating Member may ask the Scheme Administrator to reconsider the decision and may supply additional documentation to support the appeal. The Scheme Administrator may reconsider its decision based on review of the additional documentation and facts, if any. The Scheme Administrator will advise the Participating Member of its decision.

**30 ELIGIBLE MEDICAL EXPENSES** — Subject to the Terms of this insurance, including without, limitation the Deductible, Coinsurance, and Limits and Sub-Limits set forth in the Schedule of Benefits/Limits, **Section 21**, and the Exclusions set forth in **Section 31**, below, the Scheme Administrator will reimburse the Participating Member for the following costs, charges and Expenses Incurred by the Participating Member with respect to an Illness or Injury suffered or sustained by the Participating Member while the Evidence of Insurance issued by the Master Policy is in effect, so long as the costs, charges or expenses are Usual, Reasonable and Customary:

**30.1 Charges Incurred At A Hospital For:**

**30.1.1** Daily room and board, and nursing services subject to the Schedule of Benefits/Limits; and

**30.1.2** Daily room and board, and nursing services in Intensive Care Unit; and

**30.1.3** Use of operating, treatment or recovery room; and

**30.1.4** Services and supplies that are routinely provided by the Hospital to persons for use while Inpatient; and

**30.1.5** Emergency treatment of an Injury, even if Hospital confinement is not required; and

**30.1.6** Emergency Room Treatment of an Illness; however, an additional \$250 Deductible will be required unless the Participating Member is directly admitted to the Hospital as Inpatient for further treatment of that Illness; and

**30.2 Charges Incurred for Inpatient or Outpatient Surgery:**

**30.2.1** Charges by a Physician for professional services rendered, including Surgery; and

**30.2.2** Provided, however, that charges by or for an assistant surgeon will be limited and covered at the rate of twenty (20%) percent of the Usual, Reasonable and Customary charge of the primary surgeon; and

**30.2.3** Provided, further, that standby availability of a Physician or surgeon will not be deemed to be a professional service and is not eligible for coverage; and

**30.3 Other Charges Incurred For Surgery At A Hospital Or Outpatient Surgical Facility:30.3.1**

Including service and supplies; and

**30.3.2** Dressings, sutures, casts or other supplies that are Medically Necessary; and

**30.3.3** Diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, behavioral and Educational testing are not included); and

**30.3.4** Basic functional artificial limb(s) or eye(s), but not the replacement or repair thereof; and

**30.3.5** Reconstructive Surgery that is directly related to a Surgery that is covered under this insurance; and

**30.3.6** Radiation therapy or treatment, and chemotherapy; and

**30.3.7** Hemodialysis and the charges by a Hospital for processing and administration of blood or blood components, but not the cost of the actual blood or blood components; and

**30.3.8** Oxygen and other gasses and their administration; and

**30.3.9** Anesthetics and their administration by a Physician; and

- 30.3.10 Drugs that require prescription by a Physician for treatment of Illness or Injury, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of ninety (90) days of any one prescription; and
  - 30.3.11 Care in a licensed Extended Care Facility upon direct transfer from an acute care Hospital; and
  - 30.3.12 Home Nursing Care in bed by a qualified licensed professional, provided by a Home Health Care Agency upon direct transfer from an acute care Hospital; and
  - 30.3.13 Emergency local ambulance transport necessarily incurred in connection with Illness or Injury resulting in Hospitalization; and
  - 30.3.14 Emergency Dental, Acute onset of Pain Treatment, or Dental Surgery necessary to restore or replace sound natural teeth lost or damaged in an Accident that is covered under this insurance subject to the Schedule of Benefits and Limits; and
    - 30.3.14.1 For policies purchased up to one-hundred and eighty (180) days; and
    - 30.3.14.2 Up to the \$1000.00 Maximum Limit per Policy Period.
  - 30.3.15 Physical therapy prescribed by a Physician and performed by a professional physical therapist, and necessarily incurred to continue recovery from a covered Injury or covered Illness, up to the limit set forth in Schedule of Benefits and Limits; and
  - 30.4 **Charges Related to a Act of Terrorism** — The Scheme Administrators will pay Eligible Medical Expenses for treatment of Injuries and Illnesses resulting from an Act of Terrorism, up to the limit set forth in schedule of Benefits and Limits, provided all of the following conditions are met:
    - 30.4.1 The Injury or Illness does not result from the use of any biological, chemical, Radioactive or nuclear agent, material, device or weapon; and
    - 30.4.2 The Participating Member has no direct or indirect involvement in the Act of Terrorism; and
    - 30.4.3 The Act of Terrorism is not in a country or location where the United States government has issued a travel warning that has been in effect within the one-hundred and eighty days (180) immediately prior to the Participating Member's date of arrival; and
    - 30.4.4 The Participating Member has not unreasonably failed or refused to depart a country or location following the date a warning to leave that country or location is issued by the United States government.
  - 30.5 **Sudden Onset Of A Pre-Existing Condition** — The sudden and Unexpected outbreak or reoccurrence of a Pre-existing Condition(s), which occurs Unexpectedly and without advance warning either in the form of Physician recommendation or symptoms (which would have caused a prudent person to seek medical advice, attention or treatment), is short in duration, is rapidly progressive and requires urgent care. The Sudden Onset of a Pre-existing Condition(s) must occur after the Effective Date of the Evidence of Insurance or Effective Date of insurance. Treatment for the Sudden Onset of a Pre-existing Condition must be obtained within Twenty-Four (24) hours of the sudden and Unexpected outbreak or reoccurrence. A Pre-existing Condition that is a Chronic or Congenital condition or that gradually gets worse over time will not be considered a “Sudden Onset of a Pre-existing Condition”. The Sudden Onset of a Pre-existing Condition does not include coverage for known, scheduled, required, or expected medical care, drugs or Treatment existent or necessary prior to the Effective Date of the Evidence of Insurance or Effective Date of Insurance. The Sudden Onset of a Pre-existing Condition does not include treatment after the initial stabilization of a covered or eligible benefit for “Sudden Onset of a Pre-existing Condition”.
- 31 **EXCLUSIONS** — All charges, costs Expenses Incurred by the Participating Member and directly or relating to or arising from or in connection with any of the following acts, omissions, events, conditions, charges, consequences, claims, treatment (which would include diagnoses, consultations, tests, examinations and evaluations related thereto), services and/or supplies are expressly excluded from coverage under this insurance, and the Scheme Administrator shall provide no Benefits and shall have no liability therefor:
- 31.1 **War; Military Action** — The Scheme Administrator shall not be liable for and will not provide coverage or Benefits for any claim or Charges, Illness, Injury or other consequence, whether

directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with any of the following acts or events (collectively, "Occurrences"):

- 31.1.1** War, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not) or civil war; or
  - 31.1.2** Mutiny, riot, strike, military or popular uprising, insurrection, rebellion, revolution, military or usurped power; or
  - 31.1.3** Any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by violence of any type; martial law or state of siege, or any events or causes that determine the proclamation or maintenance of martial law or state of siege; or
- 31.2 Pre-Existing Conditions** — Any Illness, Injury, Mental or Nervous Disorder, sickness, disease, physical, or any other condition or ailment for which medical advice, diagnosis, care, or treatment (which would include but not limited to receiving services and supplies, consultations, diagnostic tests, or prescription medications) was recommended or received during the 730 days immediately preceding the Effective Date of Coverage or Effective Date of the insurance; any condition that manifested itself (whether known or unknown) in such a manner that would cause a reasonably prudent person to seek medical attention, treatment, advice, diagnosis, or care that with reasonable medical certainty, existed at the time of Application or within the 730 days immediately preceding the Effective Date of Coverage or Effective Date of Insurance; and
- 31.3 Maternity** — Charges related to or incurred for Pregnancy; and
  - 31.3.1** Routine pre-natal care, child birth, and post-natal care; and
  - 31.3.2** False labor, edema, prolonged labor, prescribed rest during the period of Pregnancy, which would include Newborn Care; and
- 31.4 Charges Incurred For Surgery, Treatment Or Supplies That Are:**
  - 31.4.1** Investigational, Experimental, or for Medical Research purposes; and
  - 31.4.2** Charges for any Participating Member under the age of fourteen (14) days; and
  - 31.4.3** Any treatment for or related to any congenital condition; and
  - 31.4.4** Any charges that are not incurred by a Participating Member during his/her Coverage Period; and
  - 31.4.5** Charges that are not submitted within the timely filing limits; and
  - 31.4.6** Treatment, services or supplies that are not Medically Necessary related to genetic medicine or genetic testing, which would include, without limitation, amniocentesis, genetic screening, risk assessment, prevention and/or to determine pre-disposition, genetic counseling, and/or gene therapy; and
  - 31.4.7** Any immunizations/vaccinations, Routine Physical or gynecology exams; and
- 31.5 Charges Incurred While Confined While Confined Primarily To Custodial Care, Educational, Or Rehabilitation Care; and**
- 31.6 Charges Incurred For Any Surgery, Treatment, Or Supplies Relating To, Arising From Or In Connection With, For, Or As A Result Of:**
  - 31.6.1** Weight modification or any Inpatient, Outpatient, Surgical or other treatment of obesity (which would include, without limitation, morbid obesity), which would include, without limitation, wiring of the teeth and all forms of bariatric Surgery by whatever name called, or reversal thereof, which would include, without limitation, intestinal bypass, gastric bypass, gastric banding, vertical banded gastroplasty, biliopancreatic diversion, duodenal switch, or stomach reduction or stapling; and/or
  - 31.6.2** Modification of the physical body in order to change or improve or attempt to change or improve the physical appearance or psychological, mental or emotional well-being of the Participating Member (such as but not limited to sex-change Surgery or Surgery relating to sexual performance or enhancement thereof); and/or



- 31.6.3** Cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is Medically Necessary and is directly related to and follows a Surgery that was covered under this insurance; and/or
- 31.6.4** Medical Expenses Incurred for Injury or Illness resulting from Amateur Athletics, Contact Sports, intercollegiate, interscholastic, intramural, and club sports or athletic activities and Professional Sports which would include practice; mountaineering at elevations of 7,000 meters or higher, avalanche training, rock climbing, and caving; aviation (except when traveling solely as a passenger in a commercial aircraft), and hot air ballooning as a pilot; base-jumping, hang-gliding, parachuting, paragliding, parasailing, kite-surfing, sky surfing, bungee jumping, absailing, and zip lining; heli-skiing, snow skiing, or snowboarding, recreational downhill and/or cross country snow skiing or snowboarding, bobsleigh, skeleton or luge, and ice climbing; sub aqua pursuits involving underwater breathing apparatus unless PADI/NAUI certified, or accompanied by a certified instructor at depths of less than 10 meters; white water rafting, spelunking or cave diving, surfing, body boarding, waterskiing, wakeboarding, windsurfing, knee boarding, kayaking, and jet skiing; off-road motorized vehicles which would include all-terrain vehicles, snowmobiles, motorized dirt bikes, and tractors; racing by any animal, skateboarding, BMX biking, mountain biking, and speed trials and speedway; any type of boxing or martial arts, powerlifting, and wrestling; big game hunting, wild safaris, running with the bulls, and horseback riding; Aussie rules football, jousting, modern pentathlon, and quad biking outdoor endurance events.
- 31.6.5** Any Illness or Injury sustained while participating in any sporting, recreational or adventure activity where such activity is undertaken against the advice or direction of any local authority or any qualified instructor, or contrary to the rules, recommendations and procedures of a recognized governing body for the sport or activity; and/or
- 31.6.6** Any Illness or Injury sustained while participating in any activity where such activity is undertaken against medical advice; and/or
- 31.6.7** Any Injury or Illness sustained after the consumption of intoxicating liquor or drugs. Which would include Illness or Injuries sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs, other than Prescription drugs taken in accordance with Treatment prescribed and directed by a Physician. For purposes of this exclusion, "vehicle" shall include both motorized devices for which a driver or operator license is required which would include watercraft, aircraft and non-motorized bicycles and scooters for which no permit or license is required; and/or
- 31.6.8** Any willfully self-inflicted Injury or Illness; and/or
- 31.6.9** Any venereal disease; and/or
- 31.6.10** Treatment by a chiropractor; and/or
- 31.6.11** Treatment for Inpatient Mental Health Disorder; and/or
- 31.6.12** Treatment for acne, other acne, moles, skin tags, diseases of sebaceous glands, seborrhea, sebaceous cyst, unspecified disease of sebaceous glands, and hypertrophic and atrophic conditions of skin; and/or
- 31.6.13** Telephone consultations or failure to keep a scheduled appointment; and/or
- 31.6.14** Any testing for the for: HIV, seropositivity to the AIDS virus, AIDS-related Illnesses, ARC Syndrome and AIDS; and/or
- 31.6.15** Any Illness or Injury resulting from or occurring during the commission of a violation of law by the Participating Member, which would include, without limitation, the engaging in an illegal occupation or act; and/or
- 31.6.16** Any Substance Abuse; and/or
- 31.6.17** Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy; and/or
- 31.6.18** Orthoptics, visual therapy or visual eye training; and
- 31.6.19** Psychometric, behavioral and Educational testing; and

- 31.6.20** The Zika Virus or complications there of; and
- 31.6.21** The Coronavirus/COVID-19, Coronavirus disease (COVID-19), Severe acute respiratory syndrome Coronavirus 2 (SARS-CoV-2), any mutation or variation of SARS-CoV-2, including any testing, or any fear or threat or complications thereof; and
- 31.6.22** Pandemic, Epidemic, Public Health Emergencies- Any Illness or Injury incurred in the Destination Country as a result of epidemics, pandemics, public health emergencies, Natural Disasters, or other disease outbreak conditions that may affect a person's health when, prior to the Participating Member's entry into the Destination Country any of the following were issued regarding the Destination Country:
  - 31.6.22.1** The United States Centers for Disease Control & Prevention issued a Warning Level 3 (avoid nonessential travel); or
  - 31.6.22.2** The World Health Organization issued an Emergency Travel Advisory; or
  - 31.6.22.3** A similar governmental agency of the Participating Member's Country of Residence had published, communicated or issued a Travel Warning or Emergency Travel Advisory restriction or official declaration informing the public about such health issued before the Participating Member traveled to the Destination Country; and
- 31.7 The Feet, Which Would Include, Without Limitation:**
  - 31.7.1** Orthopedic shoes, prescribed orthopedic devices to be attached to or placed in shoes; and/or
  - 31.7.2** Treatment of weak, strained, flat, unstable or unbalanced feet; and/or
  - 31.7.3** Metatarsalgia, bone spurs, hammertoes or bunions; and
  - 31.7.4** Any treatment or supplies for corns, calluses or toenails provided, however, that claims for treatment or supplies for the feet may be eligible for coverage under this insurance at the sole option of the company and subject to all other Terms of this insurance when related to:
    - 31.7.4.1** An Injury to the foot arising from an Accident covered hereunder; or
    - 31.7.4.2** An Illness for which foot Surgery is Medically Necessary and determined to be the only appropriate method of treatment; and
- 31.8 Hair Loss, Which Would Include, Without Limitation:**
  - 31.8.1** Which would include without limitation, wigs; and/or
  - 31.8.2** Hair transplants; and/or
  - 31.8.3** Any drug that promises to promote hair growth, whether or not prescribed by a Physician; and
- 31.9 Any Sleep Disorders;** and
- 31.10 Any Exercise Programs** — Whether or not prescribed or recommended by a Physician; and
- 31.11 Nuclear or Atomic Radiation** — Any exposure to any medical or non-medical radioactive material(s); and
- 31.12 Any Artificial or Mechanical Devices** — designed to replace human organs temporarily or permanently; and
- 31.13 Fertility/Infertility** — Charges incurred for any treatment or supply that promotes, Prevents or attempts to promote or prevent conception; which would include, but not limited, to;
  - 31.13.1** Artificial insemination; and
  - 31.13.2** Oral contraceptives; and
  - 31.13.3** Treatment for infertility or impotency; and
  - 31.13.4** Vasectomy or reversal of vasectomy; and
  - 31.13.5** Sterilization or reversal of sterilization; and
- 31.14 Sexual Dysfunction** — Charges incurred for any treatment or supply that either promotes, enhances or corrects, or attempts to promote, enhance or correct impotency or sexual dysfunction; and
- 31.15 Dental Treatment** — Except for Emergency Dental Treatment necessary to repair or replace sound natural teeth lost or damaged in an Accident covered hereunder or as necessary treatment of sudden, Unexpected pain to sound natural teeth, and subject to the limits set forth in the Schedule of Benefits/Limits;

- 31.15.1 Routine or general dental care; and
  - 31.15.2 Charges incurred for treatment of the temporomandibular joint; and
- 31.16 **Vision** — Charges incurred but not limited to;
  - 31.16.1 For eyeglasses or contact lenses; and/or
  - 31.16.2 Charges for any treatment, supply, examination or fitting related to these devices; and
  - 31.16.3 Eye refraction for any reason; and
  - 31.16.4 Eye Surgery, included, but not limited to, radial keratotomy, when the primary purpose is to correct or attempt to correct nearsightedness, farsightedness or astigmatism; and
  - 31.16.5 Charges for Treatment of cataracts or glaucoma
- 31.17 **Hearing** — Hearing aids, hearing implants and charges for any Treatment, supply, examination or fitting related to these devices; and
- 31.18 **Newborn Care** — Charges incurred by the Participating Member for the treatment of his/her Newborns (or for supplies related thereto); and
- 31.19 **Accommodations** — Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance; and
- 31.20 **Taxes and Other Miscellaneous Fees** — Any taxes, assessments, charges, fees or surcharges imposed by any governmental agency or authority:
  - 31.20.1 Arising out of or as a result of any treatment or supplies received by the Participating Member; or
  - 31.20.2 Based upon the Company's election hereunder, if any, to pay Benefits directly to providers; or
  - 31.20.3 For any other reason; and
- 31.21 **Non-Prescription/Over-The-Counter Medication** — Charges or Expenses Incurred for non-prescription drugs, medicines, vitamins, food extracts, or nutritional supplements; IV vitamin or herbal therapy; drugs or medicines not approved by the US Food and Drug Administration or which are considered " off-label" drug use and for drugs or medicines not prescribed by a Physician; and
- 31.22 **Transplants:**
  - 31.22.1 Any organ, tissue or other transplant or related services, treatment or supplies, except for Covered Transplants as defined herein and covered pursuant to the Terms of this insurance; and/or
  - 31.22.2 Any artificial, non-human organs, or mechanical devices designed to replace human organs temporarily or permanently; and/or
  - 31.22.3 Any efforts to keep a donor alive for a transplant procedure, whether or not the transplant procedure is a Covered Transplant; and
- 31.23 **Disease Outbreak** — Diagnosis, testing or treatment of Injury or Illness resulting from a disease outbreak in a country or location for which the United States Center for Disease Control and Prevention (CDC) has issued a Warning Level 3 if;
  - 31.23.1 The warning has been in effect within one-hundred and eighty (180) days immediately prior to the Participating Member(s) date of arrival; and
  - 31.23.2 Within ten (10) days following the date the warning is issued the Participating Member(s) has failed to depart the country or location; and
- 31.24 **Against Medical Advice** — Any Charges and or services related to Inpatient, Outpatient or Emergency room services in which the Participating Member chooses not to comply with recommended treatment and or where the Participating Member terminates such services, or leaves the facility against medical advice (AMA).
- 31.25 **Rare Condition/Defect** — Any claim, Charges, Illness, Injury or other consequence happening or arising during the existence of Rare Conditions/Defect (whether physical or otherwise), whether or not directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to, or arising in connection with, any of the said Occurrences shall be deemed and considered to be consequences for which the Scheme Administrator shall not be liable under the Evidence of Insurance , except to the extent that the Participating Member shall prove that such claim,

Charges, Illness, Injury or other consequence happened independently of the existence of such Rare Conditions/Defect.

**31.26 Motorized Vehicle** — Charges incurred for Injuries/Illness sustained while operating or riding on a two, three or four wheel cycle, bike, scooter, moped or Segway will be excluded when the following terms are not met:

**31.26.1** Participating Members age sixteen (16) or older must have a valid drivers license; and

**31.26.2** Participating Member must be wearing a safety helmet; and

**31.26.3** The motorized vehicle must have active auto insurance.

## **32 OTHER ELIGIBLE BENEFITS**

**32.1 Emergency Medical Evacuation** — The Scheme Administrator will arrange Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary Treatment to prevent the Participating Member's loss of life. The Scheme Administrator will use its best efforts to arrange with independent, third-party contractors any Emergency Medical Evacuation within the least amount of time reasonably possible. The Participating Member understands and agrees that the timeliness, duration and outcome of an Emergency Medical Evacuation can be affected by events and/or circumstances that are not within the direct control of the Scheme Administrator, which would include, but not limited to, availability and performance of competent transportation equipment and staff; delays or restrictions on flights or other modes of transportation caused by mechanical problems, government officials, telecommunications problems, and/or geographical and weather conditions. The Participating Member agrees to hold the Scheme Administrator, its agents and representatives harmless from, and agrees that the Scheme Administrator, its agents and representatives shall not be held liable for, any delays, losses, damages or other claims that arise from or are caused by the acts or omissions of such independent third-party contractors, or that arise from or are caused by any acts, omissions, events or circumstances that are not within the direct and immediate control of the Scheme Administrator and/or its authorized agents and representatives, which would include, without limitation, the events and circumstances set forth above. The Scheme Administrator will reimburse the Participating Member for the following Expenses Incurred by the Participating Member arising out of or in connection with an Emergency Medical Evacuation occurring while the Evidence of Insurance is in effect. Subject to the Maximum Limit set forth in the Schedule of Benefits/Limits and the other Terms of this insurance, which would include the Conditions and Restrictions set forth below:

**32.1.1** Emergency air transportation to a suitable airport nearest to the Hospital where the Participating Member will receive treatment; and

**32.1.2** Emergency ground transportation necessarily preceding Emergency air transportation and from the destination airport to the Hospital where the Participating Member will receive treatment; and

**32.1.3** The Participating Member must be in compliance with all Terms of this insurance; and

**32.1.4** The Scheme Administrator will provide Emergency Medical Evacuation Benefits only when the Illness or Injury giving rise to the Emergency Medical Evacuation is covered under the Terms of this insurance, except when provided under the Sudden Onset of Pre-existing condition; and

**32.1.5** Medically Necessary Treatment cannot be provided locally to prevent Participating Member(s) loss of life; and

**32.1.6** Transportation by any other method would result in loss of the Participating Member's life; and

**32.1.7** Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subsections **32.1.5** and **32.1.6** above; and

**32.1.8** Emergency Medical Evacuation is agreed to by the Participating Member or a Relative of the Participating Member; and

- 32.1.9** Emergency Medical Evacuation is approved in advance and all arrangements are coordinated by the Scheme Administrator; and
- 32.1.10** The Illness or Injury giving rise to the Emergency Medical Evacuation occurred suddenly and/or spontaneously, and without: (i) advance warning, (ii) advance treatment, diagnosis or recommendation for treatment by a Physician, or (iii) prior manifestation of symptoms or conditions that would have caused a prudent person to seek medical attention prior to the onset of the Emergency; and
- 32.3 Emergency Reunion** — Subject to the Terms of this insurance, Eligible Medical Expenses will be reimbursed up to \$50,000 to the Participating Member as outlined in the Schedule of Benefits/Limits in cases where there has been an Emergency Medical Evacuation covered under the Terms of this insurance. Subject to the Deductible and Coinsurance and other limits as specified in the Schedule of Benefits/Limits, and subject to the Conditions and Restrictions set forth below the following Expenses Incurred in respect of travel by a Relative or friend of the Participating Member will be reimbursable to the Participating Member upon the recommendation and prior approval of the Scheme Administrator:
- 32.3.1** The cost of an economy air ticket for one Relative or friend to the airport serving the area where the Participating Member is Hospitalized as a result of the Emergency Evacuation or is to be Hospitalized as a result of the Emergency Medical Evacuation, and return from either of such locations to the point of their original departure; and
- 32.3.2** Reasonable and necessary travel, meals (Maximum of \$25 per day), transportation, and accommodation Expenses Incurred in relation to the Emergency Reunion (but excluding entertainment).
- 32.4 Conditions and Restrictions:**
- 32.4.1** The period of coverage for the Emergency Reunion shall not exceed fifteen (15) days, which would include travel days; and
- 32.4.2** The Emergency Reunion must be due to an Emergency Medical Evacuation covered under the Terms of this insurance; and
- 32.4.3** The attending Physician must deem the illness or injury as a threat to the Participating Member's life and recommends the presence of a Relative or friend to either the location where the Participating Member is being evacuated from or the destination of the evacuation, whichever is considered by the attending Physician and the Scheme Administrator to be the more reasonable; and
- 32.4.4** All Emergency Reunion travel, transportation and accommodation arrangements, and Benefits must be coordinated and approved in advance by the Scheme Administrator in order to be eligible for coverage under this insurance.
- 32.5 Return Of Mortal Remains** — In the event of the Death of the Participating Member as a result of an Illness or Injury covered under this insurance while the Participating Member is outside of his/her Home Country, the Scheme Administrator will reimburse the estate of the Participating Member up to \$50,000 for the return of the Participating Member's Mortal Remains to his/her Home Country (but not which would include any costs of burial); provided, however, that the Scheme Administrator must coordinate and approve all costs related to the return of the Participating Member's Mortal Remains in advance as a condition to this benefit. The Scheme Administrator will use their best efforts to arrange the timely return of the Participating Member's Mortal Remains. The Participating Member and his/her heirs understand that the timeliness of the Return of Mortal Remains can be affected by circumstances which are not within the control of the Scheme Administrator such as, but not limited to the availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems or weather. The Participating Member, and his/her heirs, agree to hold the Scheme Administrator and Underwriters harmless and shall not be held liable for any delays, which are not within their direct and immediate control. The Scheme Administrator and Underwriters are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily remains incurred during the transport process or otherwise.

- 32.6 Trip Delay/Missed Connection** — After departure from the Home Country, and after the Effective Date of Coverage, the Beacon Series will reimburse up to \$100 per day for reasonable accommodations and meals if a Participating Member’s delay requires an unplanned overnight stay; the delay must be twelve (12) hours or more and certified due to the following reasons;
- 32.6.1** Delay of Common Carrier (that is certified by the Common Carrier); and
  - 32.6.2** A traffic Accident while in route to the point of departure from an airport outside of the Home Country (substantiated by a police report); and
  - 32.6.3** Organized labor strike, the Participating Member or Your Traveling Companion being hijacked or quarantined; and
  - 32.6.4** Stolen passports, travel documents and (substantiated by a police report).
- 32.7 Recreational Underwater Activities** — Subject to the Terms of this insurance, which would include, without limitation, the Deductible, Coinsurance, and limits and Sub-Limits set forth in the Schedule of Benefits/Limits, the Exclusions set forth in **Section 21 and 31**, above, and the Special Exclusions and Limitations below, the Company will reimburse the Participating Member for Eligible Medical Expenses Incurred by the Participating Member with respect to an Illness or Injury suffered or sustained by the Participating Member while engaged in Sports Diving during the Coverage Period, so long as the same is carried out in strict accordance with the guidelines, codes of good practice and recommendations for safe diving practices as laid out by an Authoritative Diving Body.
- 32.8 Special Exclusion and Limitations** — In addition to the Exclusions set forth in **Section 31**, above, this insurance does not cover any charges, costs, Expenses Incurred by the Participating Member relating to, arising from, as a consequence of, or in connection with, directly or indirectly, any of the following acts, omissions, events, occurrences or conditions;
- 32.8.1** Diving by the Participating Member without holding a recognized Certificate issued by an Authoritative Diving Body for the type of diving being undertaken, or not under professional instruction; and/or
  - 32.8.2** Diving without proper and well-maintained equipment in good working order and/or contrary to the guidelines, codes of good practice and/or recommendations as laid down by the Authoritative Diving Body under which the Participating Member has been certified; and/or
  - 32.8.3** Diving to depths greater than thirty (30) meters, or diving requiring decompression stops; and/or
  - 32.8.4** Solo diving; and/or
  - 32.8.5** Any form of cave diving; and/or
  - 32.8.6** Flying within twenty-four (24) hours of the last dive or diving within ten (10) hours of flying; and/or
  - 32.8.7** Diving for hire, reward or treasure; and/or
  - 32.8.8** Diving while suffering from a cold, influenza or any other condition, Illness or Injury causing an obstruction of the sinuses or ears, or diving while otherwise medically unfit to dive; and/or
  - 32.8.9** Diving by a Participating Member under twelve (12) years of age or over sixty-five (65) years of age; and/or
  - 32.8.10** Willfully self-inflicted Injury or Illness, the effects of alcohol or drugs (other than as prescribed by a licensed Physician in full awareness of the Participating Member's sub-aqua activities) and any self-exposure to needless peril (unless in an attempt to save human life); and/or
  - 32.8.11** Any condition for which the Participating Member was undergoing, recovering from or awaiting treatment immediately prior to the sub-aqua activities; and/or
  - 32.8.12** Diving with artificial or other underwater breathing apparatus containing any gas other than compressed air. It is a condition, precedent to the Company's liability, under this insurance that any prospective diver applying for coverage under this insurance is medically fit to dive. If in any doubt, the Participating Member should refrain from

participating in Scuba diving until medical advice and approval has been obtained from a qualified Physician.

- 32.9 Lost Checked Luggage** — Subject to the Benefits and Limits set forth in the Schedule of Benefits/Limits in **Section 21**, the Scheme Administrator will consider paying if the following provisions are met;
- 32.9.1** Replacement of clothing and hygiene items are not to exceed \$100 for any one item; and
  - 32.9.2** The Participating Member(s) must be in compliance with all conditions and restrictions of this coverage; and
  - 32.9.3** Lost checked luggage must have been checked, in accordance with routine luggage checking procedures of the carrier, for transportation with the Participating Member(s), on board a regularly scheduled commercial airline or cruise line, upon which the Participating Member(s) was a fare-paying passenger; and
  - 32.9.4** The Participating Member(s) must file a formal claim for lost checked luggage with the transportation carrier, and must follow all instruction and take all measures as directed by the transportation carrier to locate and retrieve all lost checked luggage; and
  - 32.9.5** The Participating Member(s) must provide the Scheme Administrator with copies of all documentation of the claim filed with the transportation carrier and a written statement from the transportation carrier that the luggage was checked and, after careful search, the luggage remains missing; and
  - 32.9.6** The lost checked luggage must be lost as of the date of payment by the Scheme Administrator and, as of that date, must have been lost for thirty (30) days.
- 32.10 Accidental Death and Dismemberment** — Subject to the Benefits and Limits set forth in the Schedule of Benefits and Limits in **Section 21**.
- 32.11 Accidental Death (Participating Members age 18 and older)** — The Scheme Administrator will pay the Principal Sum of \$30,000 for the Participating Member. The Scheme Administrator will pay the Principal Sum of \$20,000 for the Participating Member's spouse. The Scheme Administrator will pay the Principal Sum of \$6,000 for Dependent Child(ren). The Scheme Administrator will pay a reduced benefit of fifty (50) percent to any Participating Member age seventy to seventy-four (70-74) (\$15,000); and for ages seventy-five (75) and older, a further reduction of fifty (50) percent (\$7,500). The Maximum benefit is \$250,000 for any one (1) Family.
- 32.12 Accidental Death (Participating Members under the age 18)** — The Scheme Administrator will pay the Principal Sum of \$6,000 for the Participating Member.
- 32.13 Accidental Dismemberment Schedule (Participating Members age 18 and older):**
- 32.13.1** Loss of two (2) or more Limbs or Loss of Sight in both eyes - Principal Sum (\$30,000); and
  - 32.13.2** Loss of one (1) Limb or Loss of Sight in one (1) eye - one-half of Principal Sum (\$15,000); and
  - 32.13.3** The Principal Sums for Accidental Dismemberment shall reduce by fifty (50) percent for Participating Members age seventy to seventy-four (70-74) and by an additional fifty (50) percent for Participating Members seventy-five (75) and older. The Maximum benefit is \$250,000 for any one (1) Family.
- 32.14 Accidental Dismemberment Schedule (Participating Members under the age 18) —**
- 32.14.1** Loss of two (2) or more Limbs or Loss of Sight in both eyes - Principal Sum (\$6,000)
  - 32.14.2** Loss of one (1) Limb or Loss of Sight in one (1) eye - Principal Sum (\$3,000)
- 32.15 Common Carrier Accidental Death** — Subject to the Benefits and Limits set forth in the Schedule of Benefits in **Section 21**. The Scheme Administrator will consider paying if the following provisions are met;
- 32.15.1** The Participating Member must be in compliance with all conditions and provisions of this coverage; and
  - 32.15.2** The Accident giving rise to the Accidental Death must occur while the Participating Member(s) is a fare-paying passenger on a regularly scheduled trip on board a commercial airline or cruise line.

- 32.15.3 If the Death occurs on a Common Carrier, the Accidental Death and Dismemberment benefit is null and void, as the Common Carrier benefit takes precedence.
- 32.15.4 The Scheme Administrator will pay the Principal Sum of \$50,000 for Participating Members eighteen (18) years of age and older, or the Principal Sum \$30,000 for Participating Members under eighteen (18) years of age. The Maximum Benefit for any one (1) Family is \$250,000; and
- 32.16 **Hospital Indemnity** — Subject to the Benefits and Limits set forth in the Schedule of Benefits and Limits in **Section 21**. The Scheme Administrator will consider paying if the following provisions are met;
  - 32.16.1 \$150 for each night the Participating Member spends in the Hospital (outside the US and Canada only); and
  - 32.16.2 The Participating Member must be in compliance with all conditions and provisions of this coverage; and
  - 32.16.3 The Participating Member must be Hospitalized as Inpatient for treatment of an Injury or Illness covered under this insurance; and
  - 32.16.4 The Scheme Administrator will only provide Hospital Indemnity Benefits following receipt of verification of an eligible Inpatient Hospitalization.
- 32.17 **Political Evacuation** — Subject to the Benefits and Limits set forth in the Schedule of Benefits/Limits in **Section 21**, the Scheme Administrator will pay the following Political Evacuation Benefits when the US Department of State issues a travel warning after the Participating Members' arrival in the destination country and/or after the Effective Date of Coverage;
  - 32.17.1 The cost of transportation by the most economical means possible for the Participating Member to the nearest country of safety or to the Home Country, provided that the Participating Member contacts the Scheme Administrator within ten (10) days of the warning is issued and subject to the following conditions and restrictions; and
  - 32.17.2 The Participating Member must be in compliance with all conditions and provisions of this evidence of insurance; and
  - 32.17.3 The Participating Member must have already arrived in his or her destination country when the US Department of State issues a travel warning for that country; and
  - 32.17.4 Determination of the country to which the Participating Member will be evacuated will be determined by the Scheme Administrator; and
  - 32.17.5 Political Evacuation Benefits must be approved in advance and coordinated by The Scheme Administrator; and
  - 32.17.6 The Scheme Administrator will use their best efforts to arrange any Political Evacuation within the least amount of time possible. The Participating Member understands that the timelines of evacuation can be affected by circumstances that are not within the control of the Scheme Administrator, such as, availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems and weather. The Participating Member, and his or her heirs, agrees to hold the Scheme Administrator harmless, and the Scheme Administrator shall not be held liable for any delays that are not within their direct and immediate control.

**33 POLICY DEFINITIONS** — Certain words and phrases used in the Master Policy and the Evidence(s) of Insurance issued by the Master Policy are defined below. Other words and phrases may be defined elsewhere in the Master Policy or Evidence(s) of Insurance issued by the Master Policy, which would include where they are first used.

**Accident:** A sudden, unintentional and Unexpected occurrence caused by external, visible means and resulting in physical Injury to the Participating Member.

**Act of Terrorism:** An act, which would include, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes,



which would include the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

**Application:** The fully answered and signed individual or Family Application/Enrollment form submitted by or on behalf of the Participating Member for acceptance into, Extension of coverage under or reinstatement in this insurance plan, which, by this reference, shall be incorporated in and become a part of the Master Policy and/or Evidence of Insurance. Any insurance agent/broker assigned to or assisting with the Application is the representative of the applicant/Participating Member and is not an agent or representative for or on behalf of the Scheme Administrator, Underwriters, and/or the Master Policyholder.

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

**Beneficiary:** The person(s), executors, or administrators entitled to receive payment of Benefits.

**Canada:** A federated country in North America made up of ten (10) provinces and three (3) territories.

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

**Coronavirus Disease 2019 (COVID-19):** An infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).[6] The disease was first identified in December 2019 in Wuhan, the capital of China's Hubei province, and has since spread globally, resulting in the ongoing 2019–20 coronavirus pandemic. Common symptoms include fever, cough, and shortness of breath. Other symptoms may include muscle pain, sputum production, diarrhea, sore throat, loss of smell, and abdominal pain. While the majority of cases result in mild symptoms, some progress to viral pneumonia and multi-organ failure.

**Coverage Period:** The period beginning on the Effective Date of Coverage of the Evidence of Insurance and ending on the earliest of the following dates: (i) the termination date specified in the Declaration Page of Insurance, or (ii) the termination date as determined in accordance with **Section 15** above. The Coverage Period of Insurance can be no less than five (5) days and no more than three hundred sixty four (364) days.

**Covered Transplant:** A transplant involving the heart, heart/lung, lung, kidney, kidney/pancreas, liver, and allogenic or autologous bone marrow.

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

**Death:** Complete and irreversible cessation of life.

**Declaration Page of Insurance:** The Declaration Page of Insurance issued by the Scheme Administrator to the Participating Member contemporaneously with the Evidence of Insurance (and/or upon Continuation of Coverage or Reinstatement hereof) evidencing the Participating Member's insurance coverage under the Master Policy as evidenced by the Evidence of Insurance, which the Declaration Page of Insurance shall be incorporated in and become a part of the Master Policy. The Declaration Page of Insurance serves as a descriptive document highlighting the coverage limits, Deductible(s), coverage dates, amendments and/or riders, and names of Participating Members for all Evidence of Insurance issued by the Scheme Administrator on behalf of the Master Policyholder and Underwriters.

**Deductible:** The dollar amount of Eligible Medical Expenses specified on the Declaration Page of Insurance, that the Participating Member must pay per Period of Insurance prior to receiving Benefits under this insurance, and exclusive of Coinsurance.

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

**Dependent Child; Children:** A Participating Member who is less than eighteen (18) years of age at the time of Application and shares the Participating Members r home for at least half the year (if divorced, the Dependent Child may live with former spouse); and must **not** provide more than one-half of his/her own

support (scholarships excluded); or must be less than twenty-four (24) years of age at the time of Application, and a full-time student and claim the Participating Member's residence as his/her official residence while away at school; and must **not** provide more than one-half of his/her own support (scholarships excluded); and must be the Participating Member's biological, step or legally adopted.

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

**Durable Medical Equipment (DME):** Durable Medical Equipment consists of a standard basic Hospital bed and/or a standard basic wheelchair.

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

**Effective Date of Coverage:** The date the Participating Member first obtains coverage under the Beacon/Axis Series family of Insurance plans and maintains continuous unbroken coverage thereafter, this date is indicated on the Participating Member's ID Card.

**Eligible Medical Expenses:** Expenses for Injuries, Illnesses and cost incurred by a Participating Member in which all Terms, Conditions and Limits of the Evidence of Insurance have been met in full. Eligible Medical Expenses will not be determined until the Scheme Administrator has received and reviewed the Complete Proof of Claim. Eligible Medical Expenses are subject to the Limits and Deductibles set forth on the Participating Member's Declaration Page of Insurance, Schedule of Benefits and Evidence of Insurance.

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

**Epidemic:** An outbreak of disease that spreads quickly and affects many individuals at the same time.

**EST:** US Eastern Standard Time.

**Evidence of Insurance:** The document issued by the Master Policyholder to the Participating Member, which describes and provides an outline and evidence of eligible coverages and Benefits payable to or for the benefit of the Participating Member under the Master Policy, and which includes the Participating Member's Application and any Riders attached thereto.

**Expenses Incurred:** Expenses rendered by a Participating Member that have or may not yet have been paid by the responsible parties.

**Experimental:** Any Treatment that includes completely new, untested drugs, procedures or services, or the use of which is for a purpose other than the use for which they have previously been approved; new drug procedure or service combinations; and alternative therapies that are not generally accepted standards of current medical practice.

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

**Extension of Coverage:** When a Participating Member continues coverage under the Beacon/Axis Series Group Insurance Plan beyond the Coverage Period indicated on the Declaration Page of Insurance received at the initial purchase of Participating Member's Insurance Policy. At the end of each Coverage Period, a Participating Member is generally invited to continue his/her coverage.

**Family:** A Participating Member and his/her Spouse (see definition of Spouse) who is covered as a Participating Member under this insurance plan and his/her Dependent Child(ren) (see definition of Dependent Child; Children) who are under the age of eighteen (18) and covered as Participating Members under this insurance plan.

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

**Home Country:** The country of which the Participating Member is a citizen, national or maintains his/her residence or usual place of abode; or the country of which the Participating Member is the possessor of a validly issued passport. US citizens will have the US as their Home Country regardless of where they are.

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

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

**Hospice:** An institution that operates as a Hospice; is licensed by the state or country in which it operates; and operates primarily for the reception, care and palliative control of pain for terminally ill persons who have, as certified by a Physician, a life expectancy of not more than one hundred eighty (180) days.

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

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

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

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

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

**Investigational:** Treatment that includes drugs, procedures or services that are still in the clinical stages of evaluation and not yet released for distribution by the US Food and Drug Administration.

**Loss of Limb:** Definite diagnosis of the complete severance of one or more limbs at or above the wrist or ankle joint as the result of an accident.

**Loss of Sight:** Loss means entire and irrecoverable Loss of Sight in one or both eyes as the result of an accident.

**Master Policyholder:** The Beacon/Axis Series Group Insurance Trust (Anguilla).

**Maximum Limit:** The cumulative total dollar amount of benefit payments and/or reimbursements available to a Participating Member under this insurance during the Participating Member's period of coverage. When the Maximum Limit is reached, no further Benefits, reimbursements or payments will be available under this insurance.

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

**Medical Research:** Research conducted to aid and supports the body of knowledge in the field of medicine. Medical research can be divided into two general categories: the evaluation of new treatments for both safety and efficacy in what are termed clinical trials, and all other research that contributes to the development of new treatments. The latter is termed preclinical research if its goal is specifically to elaborate knowledge for the development of new therapeutic strategies.

**Mental or Nervous Disorders:** A mental, nervous or emotional Illness that generally denotes an Illness of the brain with predominant behavioral symptoms; or an Illness of the mind or personality, evidenced by

abnormal behavior; or an illness or disorder of conduct evidenced by socially deviant behavior. Mental or Nervous Disorders include, without limitation, psychosis; depression; schizophrenia; bipolar affective disorder; and those psychiatric illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association. Mental or Nervous Disorder does not include learning disabilities, or attitudinal or disciplinary problems. For purposes of this insurance, Mental or Nervous Disorder does not include Substance Abuse.

**Mortal Remains:** The bodily remains or ashes of a Participating Member.

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

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

**Pandemic:** An outbreak of a disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population.

**Participating Member:** The person(s) named as the Participating Member(s) on the Declaration Page of Insurance.

**Participating Organization:** A business, society or association that has purchased medical coverage for a group of individuals.

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

**Pre-notification; Pre-notify:** A general determination of Medical Necessity, made in reliance and based upon the completeness and accuracy of the information provided at the time thereof. Pre-notification is not an assurance, authorization, verification of coverage, verification of Benefits or guarantee of payment. See **Section 24** above, for further details.

**Pre-existing Condition:** Any illness, injury or Mental or Nervous Disorder that, with reasonable medical certainty, existed on or at any time prior to the Effective Date of Coverage, whether or not previously manifested or symptomatic, diagnosed, treated or disclosed on the Application or on any Claim Form or otherwise, which would include any chronic, subsequent or recurring complications, or consequences associated therewith or arising or resulting therefrom.

**Premium:** The Premium payments required to effectuate and maintain the Participating Member's insurance coverage and Benefits under this insurance, in the amounts and at the times established by the Scheme Administrator in its sole discretion from time to time.

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

**Principal Sum:** The benefit based upon the attained age of the Participating Member and is a Sub-Limit (see Sub-Limit definition) of the policy maximum.

**Professional Athletics:** A sport activity, which would include practice, preparation and actual sporting events, for any individual or organized team that is a member of a recognized professional sports organization, is directly supported or sponsored by a professional team or professional sports organization, is a member of a playing league that is directly supported or sponsored by a professional team or professional sports organization; or has any athlete receiving for his or her participation, any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

**Public Health Emergency:** A formal declaration by the World Health Organization (WHO) of "an extraordinary event which is determined to constitute a public health risk to other States through the international spread of disease and to potentially require a coordinated international response", formulated when a situation arises that is "serious, sudden, unusual or unexpected", which "carries implications for public health beyond the affected state's national border" and "may require immediate international action".

**Rare Conditions/Defect:** Conditions/defects which affect a small number of people compared to the general population and, because they are rare, can present challenges with regards to diagnosis, Treatment, and prevention. A condition/defect is considered to be rare when it affects 1 person in 2,000 or fewer.

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

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

guardian, spouse, son, daughter or immediate Family member of the Participating Member.

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

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

**Scheme Administrator:** The Scheme Administrator, as referred to herein; Azimuth Risk Solutions, acts solely as the disclosed and authorized agent and representative for and on behalf of the Master Policyholder and Underwriters, and has and shall have no direct, indirect, joint, several, separate, individual, or independent liability or obligation of any kind under the Master Policy or the Evidence of Insurance to the Participating Member or to any other person or entity. Azimuth Risk Solutions, is located at 1 North Pennsylvania Street Suite 200 Indianapolis, Indiana 46204, USA. Telephone Number: 317-644-6291 or 888-201-8050, Fax Number: 317-423-9620 or 888-201-8851, Website: [www.azimuthrisk.com](http://www.azimuthrisk.com), Email: [service@azimuthrisk.com](mailto:service@azimuthrisk.com).

**Sports Diving:** Recreational underwater diving activities requiring the use of underwater or artificial breathing apparatus, and carried out in strict accordance with the guidelines, codes of good practice and recommendations for safe diving practices as laid out by an Authoritative Diving Body.

**Spouse:** Wife/husband or domestic partner living at the same address and sharing financial responsibilities but not including business partners or associates.

**Sub-Limits:** Extra limitations in an insurance policy's coverage of certain losses. They are part of the Maximum Limit (see Maximum Limit definition). That is, they do not provide extra coverage, but set a maximum to cover a specific loss. Sub-Limits may be expressed as a dollar amount or a percentage of the coverage available.

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

**Sudden Onset of a Pre-existing Condition:** An Unexpected outbreak or recurrence of a Pre-existing Condition, that occurs Unexpectedly and without advance warning, either in the form of Physician recommendation or symptoms that have caused a prudent person to seek medical attention prior to the outbreak or recurrence. Treatment must be obtained within twenty-four (24) hours of the sudden and Unexpected occurrence of pain.

**Surgery/Surgical Procedure:** An invasive diagnostic or Treatment for illness or injury by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

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

**Third-party Liability:** Third-party liability insurance coverage is the portion of an insurance policy that covers loss to others caused by the Participating Member during the Coverage Period, whether it is personal injury or property damage. Subject to the Terms, Conditions and Limits set for in **Section 34**.

**Treatment:** Any and all services and procedures rendered in the management and/or care of a patient for the purpose of identifying, diagnosing, treating, curing, preventing, controlling and/or combating any illness or injury, which would include, without limitation, verbal or written advice, consultation, examination, discussion, diagnostic testing or evaluation of any kind, pharmacotherapy or other medication, and/or surgery.

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

**US:** The United States of America and or any of its territories.

**Usual, Reasonable and Customary:** The most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are reasonable. The Scheme Administrator reserves the right to determine, in the reasonable exercise of its discretion, whether charges are Usual, Reasonable and Customary. In determining whether a charge is Usual, Reasonable and

Customary, the Scheme Administrator may consider one or more of the following factors, without limitation: the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services; the severity or nature of the Illness or Injury being treated; the amount charged for the same or comparable services, medicines or supplies in the locality; the amount charged for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; and such other factors as the Scheme Administrator, in the reasonable exercise of its discretion, determines are appropriate.

**34 THIRD-PARTY LIABILITY ENDORSEMENT** — The insurer will pay, on behalf of the Insured, all sums that the Insured shall become legally obligated to pay as Damages for personal Liability Claims first made against the Insured and reported to Azimuth Risk Solutions during the Policy Term that the Third-Party Liability Insurance Coverage is in force.

**34.1 ARISING OUT OF ANY INCIDENT COVERED UNDER THIS POLICY, PROVIDED ALWAYS THAT SUCH INCIDENT HAPPENS:**

**33.1** On or after the Policy Effective Date; and

**33.2** Outside the Insured's Home Country; and

**33.3** Outside the United States of America or any of its territories. The Insurer shall have the right and duty to defend any suit against the Insured, seeking Damages to which this insurance applies even if any of the allegations of the suit are groundless, false or fraudulent. The Insurer may make such investigation and settlement of any claim, or suit as it deems expedient. In no event shall the Insurer be obligated to pay Damages or Claim Expenses, or to defend, or continue to defend, any suit after the applicable limit of the Insurer's liability has been exhausted by payment of Damages.

**34.2 HOST FAMILY AND/OR HOMEOWNER COVERAGE** — only applies while the Insured is residing with a Host Family; and If an Incident results in an eligible claim under a valid and collectible homeowner's insurance policy of the Host Family or similar insurance policy covering Property Damage to the Insured Location, the Insurer will pay the loss Incurred up to the amount of the Deductible under the Host Family's homeowner's insurance policy (or similar insurance policy), not to exceed \$ 1,000 per Insured per Policy Term. In case that the Host Family has no Homeowner insurance the Maximum Benefits will be paid. The Insurer will pay the benefit pursuant to this provision only after the Insured has submitted to the Insurer due proof of the Property Damage amount that was incurred.

**34.3 OTHER INSURANCE** — If any Other Insurance is available to the Insured, Host Family or third-party for a covered loss under Third-Party Liability Insurance Coverage, the Insurer's obligations under this insurance are excess of such Insurance. In no event shall this insurance, apply until all Other Insurance has paid its applicable limit of insurance.

**35 EXCLUSIONS TO THIRD PARTY LIABILITY INSURANCE** — The following exclusions apply to Third-Party

**35.1 BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, OPERATION OR USE OF:**

**35.1.1** Any automobile; and

**35.1.2** Any type of land vehicle, including off-road vehicles, snowmobiles, mopeds, motorbikes;

**35.1.3** Any watercraft; and

**35.1.4** Any aircraft or anything that flies; and

**35.1.5** Any motorized equipment. This exclusion does not apply if you are a passenger on any of the above items; and

**35.2 FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF PARTICIPATING IN HIGH-RISK SPORTS, INCLUDING:**

**35.2.1** Hunting activities; and

**35.2.2** Boxing or combat sports; and

**35.2.3** Mountaineering, rock climbing or caving; and

**35.2.4** Aerial sports, heli-skiing, or bungee jumping; and

**35.2.5** Scuba diving, wild water rafting, jet-skiing; and

- 35.2.6 Motorized racing or speed trials; and
  - 35.2.7 Professional sports; and
  - 35.2.8 Contact sports including Field Hockey, Flag football, Football, Rugby, Soccer, Water Polo; and
  - 35.2.9 Competitive sporting events of any kind.
  - 35.3 **BASED ON OR ARISING OUT OF LIABILITY**— by the Insured under any contract or agreement including interest penalties or debts; and arising from the transmission of illness or communicable disease by the Insured or transmission of or infection by, or the testing or the failure to test for the presence of Acquired Immune Deficiency Syndrome (AIDS); any AIDS related virus or any other disease transmitted through sexual contact or another person's body fluids; and based on or arising out of an actual or attempted dishonest, fraudulent, criminal act, or malicious act or omission or deliberate misrepresentation committed by, at the direction of, or with the knowledge of any Insured including brawling or acts of violence or the initiation of confrontation; and
  - 35.4 **RELATED TO DISCRIMINATION** — by the Insured against others because of their race, creed, age, sex, color, sexual preference, or national origin; arising from acts by any Insured expected or intended to cause Bodily Injury or Property Damage sustained (This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect person or property; and
  - 35.5 **OF PROPERTY DAMAGE TO:**
    - 35.5.1 Property owned by or in the custody of the Insured, or
    - 35.5.2 Property rented to, occupied by or on loan to the Insured or in the Insured's care to the extent that the Insured is obligated by contract to provide insurance for such property;
    - 35.5.3 Property of the Host Family except as provided under the Host Family Homeowner coverage; or
    - 35.5.4 Property obtained through unlawful interference; or
    - 35.5.5 Hostels of any kind, however, liability arising from damage to rented holiday accommodation and hotel rooms shall be included; and
    - 35.5.6 Rented furniture or furnishings, or damage to buildings or installations of Youth centers
  - 35.6 **SEXUAL ABUSE** — Brought against any Insured alleging, in whole or part, sexual assault, abuse, corporal punishment, molestation, physical or mental abuse, or similar criminal behavior that was threatened, committed, or alleged to have been committed by any Insured; and
  - 35.7 **ALCOHOL OR DRUG ABUSE** —For Bodily Injury or Property Damage arising from the consumption of alcohol or the misuse of intoxicants, narcotics, or addictive drugs or their derivatives as well as impairments due to such means, irrespective of whether they were directly or indirectly responsible for the damages incurred; misuse of medical preparations; mental illness, mental or emotional disorders or reactions, including stress, anxiety, panic attacks, depression, eating disorders, or weight problems; and
  - 35.8 **WAR OR ACTS OF WAR** For Bodily Injury or Property Damage due to war or acts of war, whether or not declared, rebellion, revolution, Act of Terrorism, hijacking of aircraft, insurrection, civil commotion, strikes, armed force of any kind, enforcement of law and Emergency services, and acts by public authorities; and
  - 35.9 **PROFESSIONAL ACTIVITIES** — For Personal Injury or Bodily Injury to the Insured;
    - 35.9.1 Brought against any Insured arising out of the Insured's professional activities; or
    - 35.9.2 Any other physical work undertaken for wage or profit; or
    - 35.9.3 The Insured's rendering of services when such services are for persons other than the Host Family; and
  - 35.10 **RADIATION** — For injuries caused directly or indirectly by nuclear reaction, radiation, contamination whether radioactive or not, regardless of how it was caused; and
    - 35.10.1 For Bodily Injury or Property Damage among or between Insured's traveling together; and
    - 35.10.2 For Bodily Injury to any member of the Participating Member's Family.
- 36 **GENERAL OBLIGATIONS AND PROVISIONS FOR THE THIRD-PARTY LIABILITY BENEFIT** — These provisions are in addition to the General Provisions noted above for all Benefits.

- 36.1 ACTION AGAINST THE INSURER** — No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the Terms of this policy, but not until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer.
- 36.2 ASSIGNMENT** — The interest of any Insured is not assignable. If any Insured shall die or be judged incompetent, this insurance shall thereupon terminate for such person, but shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this insurance.
- 37 ASSISTANCE AND COOPERATION OF INSURED IN THE EVENT OF CLAIM OR SUIT** — Upon the Insured becoming aware of any Incident that could reasonably be expected to be the basis of a claim covered hereby, written notice shall be given by the Insured to the Insurer together with the fullest information obtainable. If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons or other process received by the Insured or the Insured's representative. The Insured shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of Damages with respect to which this insurance applies. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payments, assume any obligation or incur any expense(s). Intentional or wonton violation of any of these obligations by the Insured may exempt the Insurer of its duty to Indemnify.
- 38 WHEN CLAIM IS TO BE CONSIDERED AS FIRST MADE**
- 38.1** When Azimuth Risk Solutions first receives written notice from the Insured that a claim has been made; or
- 38.2** When Azimuth Risk Solutions first receives written notice from the Insured of specific circumstances involving a particular person or entity, which may result in a claim. All claims arising out of the same or related Incident shall be considered as having been made at the time the first such claim is made, and shall be subject to the same limit of liability.
- 39 LIMIT OF LIABILITY CLAIMS** — Regardless of the number of Insureds under this Policy, the number of persons or organizations that sustain Injury, or the number of claims made or suits brought, the Insurer's liability for the Coverages provided is stated in the Schedule of Benefits. The limit of liability stated in the Schedule of Benefits as applicable to each claim is the limit of the Insurer's liability for all Damages because of each claim covered hereby. All claims arising from the same or related Incident shall be considered a single claim for the purpose of this insurance and shall be subject to the same limit of liability. The limit of liability stated in the Schedule of Benefits as "Aggregate" is subject to the above provision respecting "each claim", the total limit of the Insurer's liability under this policy for all Damages as a result of all claims made and reported to the Insurer during the Policy Term, including any Extended Reporting Period. Claim expenses are included within the applicable limit of liability stated in the Schedule of Benefits.
- 40 POLICY PERIOD, TERRITORY** — The Insurance afforded by this policy applies to claims that are first made and reported during the Policy Term in effect provided Claim is made or suit, if any, outside of the United States of America and its territories or possessions.
- 41 POLICY TERM** — With respect to each Insured, the Policy Term shall effect and terminate in concurrence with the Insured's Coverage Begin Date and Insured's Coverage End date.



- 42 REIMBURSEMENT**—While the Insurer has no duty to do so, if the Insurer pays damages or claim expenses:
- 42.1** Within the amount of the applicable Deductible; or
  - 42.2** In excess of the applicable limit of liability, the Insured shall, upon written demand, repay such amounts to the Insurer within thirty (30) days thereof. Failure to pay any amounts indicated above may lead to policy cancellation, and the Insured shall not have the right to any Extended Reporting Period option.
- 43 SUBROGATION**—If the Insurer makes a payment under the policy and the person to or for whom payment was made has a right to recover damages from another; the Insurer shall be subrogated to that right. That person shall do:
- 43.1** Whatever is necessary to enable the Insurer to exercise the Insurer's rights; and
  - 43.2** Nothing after the loss to prejudice those rights; and
  - 43.3** If the Insurer makes a payment under the policy, and the person to or for whom payment is made recovers damages from another, that person shall:
    - 43.3.1** Hold in trust for the Insurer the proceeds of the recovery; and
    - 43.3.2** Reimburse the Insurer to the extent of the Insurer's payment.
- 44 DEFINITIONS FOR THIRD-PARTY LIABILITY INSURANCE:** A claim is a demand for money or the service of a suit naming an Insured and alleging an Incident. A claim does not include proceedings seeking injunctive or other non-pecuniary relief. Punitive damages will not be covered.
- Claim Expenses:** Fees charged by an attorney or attorneys designated by the Insurer and all other fees, costs and expenses resulting from the investigation, adjustment, defense settlement and appeal of a claim, suit or proceeding arising in connection therewith, if incurred by the Insurer, or incurred by the Insured with written consent of the Insurer, but does not include salary changes or expenses of regular employees or officials of the Insurer, or fees and expenses of independent adjusters; All costs against the Insured in such suits and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Insurer has paid, tendered or deposited, whether in court or otherwise, that part of the judgment that does not exceed the limit of the Insurer's liability thereon; and Premiums on appeal bonds and Premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy. The Insurer shall have no obligation to pay for or furnish any bond.
- Damages:** Compensatory judgments, settlements or awards, but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the Insured, or that portion of any award or judgment caused by the trebling or multiplication of actual damages under federal or state law.
- Host Family:** A family consisting of at least one parent and one child under the age of 18 that invites an au pair from a foreign country for a specified period of time. The au pair lives "on equal terms" with the other members of the family and in return for food, board, and a salary, cares for children and does simple domestic work. Hosting an au pair is considered a program of cultural exchange, by no means an employment contract. Placement of the au pair shall initially be for a period not exceeding one year, but may be extended to permit a maximum stay of two years.
- Incident:** Any act or omission committed by the Insured during the Policy Term which results in Personal Injury or Property Damage.
- Participating Member Location:** The residence, premises and the part of any other premises; structures and grounds used by the Participating Member other than any property owned by the Host Family.
- Personal Injury:** Bodily Injury, Sickness (but not any communicable disease) or disease sustained by any person, including Death.
- Property Damage:** physical Injury to or destruction of tangible property, including the loss of use thereof at any time resulting there from

