



TOKIOMARINE
HCC

Medical Insurance Services Group
251 North Illinois Street, Suite 600, Indianapolis, IN, 46204 USA
Tel: 317-262-2132 Fax: 317-262-2140 Toll Free: 800-605-2282
<http://service.hccmis.com>
hccmis.com

ATLAS MEDEVAC

DESCRIPTION OF COVERAGE

SPECIMEN

1901150420

CONTENTS

IMPORTANT NOTICE AND DISCLAIMER CONCERNING THE UNITED STATES PATIENT PROTECTION AND AFFORDABLE CARE ACT	3	SCHEDULE OF BENEFITS AND LIMITS.....	6
DESCRIPTION OF COVERAGE SUMMARY	3	CLAIM PROCEDURES.....	6
IMPORTANT FEATURES OF YOUR TRAVEL INSURANCE.....	3	PROOF OF CLAIM	6
CANCELLATION	3	CLAIMS COOPERATION	7
CLAIMS.....	4	ACCESS TO ADDITIONAL MATERIALS	7
APPEALS AND COMPLAINTS	4	OTHER INSURANCE	7
DEFINITIONS	4	APPEAL AND COMPLAINTS PROCEDURE	7
DATA PROTECTION	4	APPEALING A CLAIM.....	7
RIGHTS OF THIRD PARTIES.....	4	COMPLAINTS PROCEDURE	8
LAW AND JURISDICTION	4	ARBITRATION AND CLASS ACTION WAIVER	9
ARBITRATION	4	MEDICAL EVACUATION & REPATRIATION EXPENSES	9
TOKIO MARINE HCC - MEDICAL INSURANCE SERVICES GROUP (“MIS GROUP”)	5	EMERGENCY MEDICAL EVACUATION.....	10
MEMBER ELIGIBILITY	5	REPATRIATION OF REMAINS	10
CERTIFICATE EFFECTIVE & TERMINATION DATES ...	5	LOCAL BURIAL OR CREMATION.....	11
CERTIFICATE EFFECTIVE DATE	5	TERRORISM.....	11
CERTIFICATE TERMINATION DATE.....	5	GENERAL EXCLUSIONS.....	13
		DEFINITIONS	14

IMPORTANT NOTICE AND DISCLAIMER CONCERNING THE UNITED STATES PATIENT PROTECTION AND AFFORDABLE CARE ACT

This insurance is not subject to, and does not provide certain insurance benefits required by the United States' Patient Protection and Affordable Care Act ("PPACA"). PPACA requires certain US citizens or US residents to obtain PPACA compliant health insurance, or "minimum essential coverage." PPACA also requires certain employers to offer PPACA compliant insurance coverage to their employees. Tax penalties may be imposed on U.S. residents or citizens who do not maintain minimum essential coverage, and on certain employers who do not offer PPACA compliant insurance coverage to their employees. In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. **You** should consult **your** attorney or tax professional to determine whether this policy meets any obligations **you** may have under PPACA.

DESCRIPTION OF COVERAGE SUMMARY

This Description of Coverage is a summary of the provisions contained in Master Policy No.201920-11. For a complete copy of the Master Policy, please contact Tokio Marine HCC Medical Insurance Services Group.

This Description is to help **you** understand the insurance that **your** certificate provides. It details the key features, benefits, limitations, exclusions, definitions, Schedule of Benefits and Limits, and any endorsements, applying to **your** certificate.

The levels of coverage which apply to **your** coverage are detailed in the Schedule of Benefits and Limits.

IMPORTANT FEATURES OF YOUR TRAVEL INSURANCE

CANCELLATION

We hope **you** are happy with the cover this policy provides. However, if after reading it, this insurance does not meet with **your** requirements, please notify **us** of **your** wish to cancel and **we** will refund **your** premium.

Premiums will be refunded in full if a cancellation request is received prior to the **certificate effective date**.

Premiums may be refunded after the **certificate effective date** subject to the following provisions:

- a. A \$25 cancellation fee will apply for administrative costs incurred by **us**; and
- b. Only the unused portion of the plan cost will be refunded; and
- c. **You** cannot have filed any claims to be eligible for a premium refund.

CLAIMS

This insurance policy has in it a Claims Procedure which tells **you** what steps **you** must take to file a claim, and explains **our** obligations to **you**. Beginning on the last day of **your certificate period**, **you** shall have **60 days** to provide us **proof of claim**.

APPEALS AND COMPLAINTS

This insurance policy has in it an Appeals and Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make an appeal or complaint.

DEFINITIONS

This insurance policy has defined terms, indicated by bolded words (excluding headers). The defined terms may be found in the relevant benefit section or in the general definitions.

DATA PROTECTION

We respect individual privacy and value **your** confidence. **We** restrict access to personal information to employees/partners who need to know that information in order to perform their jobs. Any employee that **we** determine is in violation of this policy will be subject to disciplinary action, up to and including termination and criminal prosecution.

We will not disclose **your** personal information to third parties outside Tokio Marine HCC and **our** partners unless ordered to do so to comply with the law of the countries in which **we** do business or when complying with the legal process.

RIGHTS OF THIRD PARTIES

You may assign benefits under this insurance to a **hospital, physician** or other provider. Any assignment shall not confer upon such **hospital, physician** or other provider, any right or privilege granted to **you** under this insurance except for the right to receive benefits, if any, which are determined to be due and payable hereunder. No **hospital, physician** or other provider shall have any direct or indirect claim or right of action against **us**.

LAW AND JURISDICTION

No action of law or equity may be brought to recover benefits under this insurance until 60 days after written proof of claim has been provided to **us**. No such action may be brought after the end of three (3) years after the time written proof of claim is required to be furnished. The validity, interpretation, and performance of this agreement shall be governed by and construed in accordance with the laws of Bermuda.

ARBITRATION

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "ARBITRATION AND CLASS ACTION WAIVER", AND IF YOU DO NOT OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND THE TOKIO MARINE HCC - MIS GROUP AND/OR THE UNDERWRITERS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE

ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

TOKIO MARINE HCC - MEDICAL INSURANCE SERVICES GROUP (“MIS GROUP”)

A subsidiary of Tokio Marine HCC, HCC Lloyd’s Syndicate 4141 is managed by HCC Underwriting Agency Ltd which is authorized by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. Registered in England and Wales No. 04632146. Registered office: 1 Aldgate, London EC3N 1RE, United Kingdom. Lloyd’s is authorised as an insurer in Spain by the Spanish insurance regulatory authority (Dirección General de Seguros y Fondos de Pensiones) under reference L0017.

These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or contacting the Financial Conduct Authority on 0800 111 6768.

MEMBER ELIGIBILITY

Non-U.S. Citizens who are at least 14 days of age and no more than the age of 50 years are eligible for coverage outside of their **home country**.

CERTIFICATE EFFECTIVE & TERMINATION DATES

CERTIFICATE EFFECTIVE DATE

Insurance hereunder is effective on the later of:

- a. The moment **we** receive an application and correct premium if the application and payment is made online or by fax;
- b. 12:01am U.S. Eastern Time on the date we receive an application and correct premium if the application and payment is made by mail;
- c. The moment **you** depart from **your home country**; or
- d. 12:01am U.S. Eastern Time on the date requested on the application.

CERTIFICATE TERMINATION DATE

Insurance hereunder terminates on the earlier of:

- a. 11:59pm U.S. Eastern Time on the last day of the period for which premium has been paid;
- b. 11:59pm U.S. Eastern Time on the date requested on the application; or
- c. The moment of arrival upon **your** return to **your home country**.

Notwithstanding the foregoing, coverage under all plans shall terminate on the date **we**, at **our** sole option, elect to cancel all **members** of the same sex, age, class or geographic location, provided **we** give no less than 30 days advance written notice by mail to **your** last known address.

SCHEDULE OF BENEFITS AND LIMITS

All benefits are lifetime maximum.

Overall Maximum Limit	\$75,000
Deductible	\$0
BENEFIT	LIMIT
Emergency Medical Evacuation	Up to \$50,000
Repatriation of Remains	Up to \$25,000
Local Burial or Cremation	Up to \$5,000

CLAIM PROCEDURES

You must submit a claim for any expenses to be paid by **us**. This includes treatment or services for which the medical provider will bill **us** directly. No payments will be made by **us** without **you** first submitting a claim.

Notice of claim, Claimant's Statement and Authorization, and proof of claim must be mailed to:

Tokio Marine HCC - MIS Group
P.O. Box 2005
Farmington Hills, MI 48333
USA

PROOF OF CLAIM

When **we** receive notice of a claim, **we** will provide **you** with forms for filing proof of claim. The following is considered to be proof of claim:

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

Beginning on the last day of **your certificate period**, **you** shall have **60 days** to provide us **proof of claim**. Subsequent to receipt of **proof of claim**, **we** may, at **our** sole discretion, request and require additional information, including but not limited to medical records, necessary to confirm the validity of any claim prior to payment thereof.

CLAIMS COOPERATION

You shall provide assistance and cooperate with **us** or **our** representatives in obtaining any other records **we** or they feel necessary to evaluate the incident or claim. Following notification of a claim, **you** shall provide, when asked, all authorizations necessary to obtain **your** medical records. If **you** do not cooperate with **us** and/or **our** investigation of the claim, **we** shall not be liable to pay any claim.

ACCESS TO ADDITIONAL MATERIALS

You shall provide **us**, or **our** designated representatives, all information, documentation, medical information that **we** or they may reasonably require during the term of this policy, or until all claims have been resolved, whichever is later.

OTHER INSURANCE

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

APPEAL AND COMPLAINTS PROCEDURE

APPEALING A CLAIM

In the event **we** deny all or part of a claim under this insurance, **you** may file a written appeal with **us**. The written appeal must include sufficient information to identify the claim under appeal and must specify the reason(s) for the appeal with supporting documentation, if applicable.

Please provide your written appeal online, by email, or by postal mail at the following:

Online: <http://service.hccmis.com/>
Email: mis-appeals@tmhcc.com
Postal Mail: Tokio Marine HCC Appeals
P.O. Box 2058
Farmington Hills, MI 48333
USA

When **we** receive the appeal, **we** will review the claim and a written response will be sent to **you**. After **you** receive **our** response to the appeal, **you** may initiate a second appeal. With **our** receipt of the second appeal, medical and/or claims personnel who were not involved in the original claim determination or the initial appeal will review the claim. A final determination will be made and a letter will be sent to **you**.

Please note that appealing a claim is not a requirement to following the complaints procedure detailed below.

COMPLAINTS PROCEDURE

We are dedicated to providing a high-quality service and want to ensure that it is maintained at all times. If **you** feel that **we** or another party connected with this policy have not offered a first class service please contact **us** and **we** will do our best to resolve the problem.

Please provide your written complaint online, by email. or by postal mail at the following:

Online: <http://service.hccmis.com/>
Email: mis-appeals@tmhcc.com
Postal Mail: Tokio Marine HCC Appeals
P.O. Box 2058
Farmington Hills, MI 48333
USA

You will be contacted within 3 (three) business days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks **we** will tell **you** when **you** can expect an answer.

If **you** are a UK citizen and **you** have not been given an answer within 8 (eight) weeks or should you remain dissatisfied, **you** may if **you** wish, refer **your** complaint to Lloyd's, who will investigate and assess **your** complaint. Lloyd's contact details are as follows:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Web: www.lloyds.com/complaints

This complaints procedure does not affect any legal right **you** have to take action. Once **you** have received **your** final response from Lloyd's, and if **you** are still not satisfied **you** can contact the Financial Ombudsman Service:

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London, E14 9SR
Phone: +44 (0) 20 7964 0500
Email: complaint.info@financial-ombudsman.org.uk

If you have purchased your policy online or by other electronic means within the European Union (EU) you may also make your complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

ARBITRATION AND CLASS ACTION WAIVER

Excluding claims for injunctive or other equitable relief, any dispute or controversy between a Member and any of the MIS Group, Underwriters or their affiliates arising out of or relating to this Master Policy, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of this Master Policy, shall be resolved by final and binding arbitration pursuant to the Federal Arbitration Act and in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. Such claims shall be arbitrated on an individual basis only and the parties waive any right or authority for any claims to be resolved in a class, consolidated, representative, collective or private attorney general action or arbitration. The arbitration shall take place in [Houston, Texas] or at the option of the party seeking relief, by telephone, online, or via written submissions alone, and be administered by JAMS. The arbitral tribunal (“Tribunal”) shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The arbitration shall be conducted in the English language. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to determine arbitrability of any disputes arising out of or relating to this Master Policy. Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney’s fees, to the prevailing party. This agreement to arbitrate does not apply to claims Members may have for medical malpractice against their medical providers.

Members may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice (“Notice”) to Tokio Marine HCC – MIS Group. The Notice must be postmarked no later than sixty (60) days after the last day of your certificate period. The Notice must be mailed to: HCC Insurance Holdings, 13403 NW Freeway, Houston, Texas 77040, to the attention of General Counsel. This procedure is the only mechanism by which you can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of this Master Policy, or any previous or future arbitration agreements that you have entered into with Tokio Marine HCC – MIS Group.

MEDICAL EVACUATION & REPATRIATION EXPENSES

Subject to the limits set forth in the Schedule of Benefits and Limits, and subject to the conditions and restrictions contained in this provision, **we** will pay the following expenses incurred while this insurance is in effect.

EMERGENCY MEDICAL EVACUATION

YOU ARE COVERED:

1. Emergency air transportation to a suitable airport nearest to the **hospital** where **you** will receive treatment; and
2. Emergency ground transportation necessarily preceding emergency air transportation; and from the destination airport to the **hospital** where **you** will receive treatment; and
3. The cost of an economy one-way air and/or ground transportation ticket for **you** from the area where **you** were hospitalized following a covered Emergency Medical Evacuation to the area where **you** were initially evacuated from or to the terminal serving the area of **your** principal residence.

YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. The evacuation is recommended by the attending **physician** who certifies that it is **medically necessary** and that transportation by any other method would result in the loss of **your** life or limb; and
2. The evacuation is agreed upon by **you** or **your relative**; and
3. Following a covered Emergency Medical Evacuation when the attending **physician** states that it is **medically necessary** for **you** to return to **your home country** or to the area from which **you** were initially evacuated for continued treatment, recuperation and recovery; and
4. Travel arrangements, excluding emergency local ambulance, are approved in advance and coordinated by **us**.

YOU ARE NOT COVERED IF:

1. The **illness** or **injury** giving rise to the expense is excluded under this insurance; or
2. **Medically necessary** treatment, services and supplies can be provided locally; or
3. For emergency air or ground transportation, if transportation by any other method would not result in the loss of **your** life or limb; or
4. Expenses arise directly or indirectly from anything in the General Exclusions.

We will provide Emergency Medical Evacuation only to the nearest **hospital** that is qualified to provide the **medically necessary** treatment, services and supplies to prevent **your** loss of life or limb.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

Notwithstanding the foregoing, and if **you** are visiting the U.S., **we** will pay for expenses to return **you** to **your home country** if the attending **physician** and **our** medical consultant agree that transfer to the **home country** is more appropriate than transfer to the nearest qualified **hospital**.

REPATRIATION OF REMAINS

YOU ARE COVERED:

1. Air or ground transportation of bodily remains or ashes to the airport or ground transportation terminal nearest **your** principal residence; and
2. Reasonable costs of preparation of the remains necessary for transportation.

YOU ARE NOT COVERED IF:

1. The **illness** or **injury** giving rise to the expense is excluded under this insurance; or
2. Travel arrangements are not approved in advance and coordinated by **us**; or
3. Expenses arise directly or indirectly from anything in the General Exclusions.

We are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily remains incurred during the repatriation process or otherwise.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

LOCAL BURIAL OR CREMATION

YOU ARE COVERED:

1. For **you** to be buried or cremated in the country of death in lieu of Repatriation of Remains up to the specified benefit maximum.

YOU ARE NOT COVERED IF:

1. The **illness** or **injury** giving rise to the expense is excluded under this insurance; or
2. Travel arrangements are not approved in advance and coordinated by **us**; or
3. The death occurs in **your home country**; or
4. The Emergency Medical Evacuation or Repatriation of Remains benefit is used; or
5. Expenses arise directly or indirectly from anything in the General Exclusions.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

TERRORISM

YOU ARE COVERED:

1. Eligible expenses for Emergency Medical Evacuation, Repatriation of Remains, or Local Burial or Cremation arising from an Act of Terrorism, up to the limits set forth in the Schedule of Benefits and Limits, provided all of the following conditions are met.

YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. The **injury** or **illness** giving rise to the expense does not result from the use of any biological, chemical, **cyber**, radioactive or nuclear agent, material, device or weapon;
2. **You** have no direct or indirect involvement in the Act of Terrorism;
3. The Act of Terrorism is not in a country or location where the U.S. Department of State has issued a level 3 or level 4 travel advisory that has been in effect within the 6 months immediately prior to **your** date of arrival; and
4. **You** have not failed to depart a country or location within 10 days following the date a level 3 or level 4 travel advisory for that country or location is issued by the United States government.

YOU ARE NOT COVERED IF:

1. Loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense:
 - a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - b. The use of any biological, chemical, **cyber**, radioactive or nuclear agent, material, device or weapon; however, this exclusion shall not apply where **you** are exposed to nuclear radioactive and/or radioactive material for the purpose of medical treatment;
 - c. Any Act of Terrorism, not specifically covered above;
 - d. Coverage for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) or (c) above; or
 - e. Expenses arise directly or indirectly from anything in the General Exclusions.

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

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

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

Cyber means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system.

GENERAL EXCLUSIONS

Expenses arising from the following Conditions, Treatments (includes Diagnoses, Tests, and Examinations), Services, Supplies, Acts, Omissions, and/or Events are excluded:

1. For persons who enroll in this plan while confined to a hospital, rehabilitation facility, long-term care facility, **extended care facility**, nursing, rest, or convalescent home, a place for the aged, a place providing mainly custodial, educational, or rehabilitative care, a hospice, or a facility mainly used for the treatment of substance or alcohol abuse, benefits attributed to injury or illness are not eligible until 30 days after discharge from the facility.
2. **Injury** sustained on an aircraft, whether commercial or private, while riding as a pilot, student pilot, operator, crew member, or flying any aircraft in connection with acrobatic or stunt flying, racing or endurance tests, rocket-propelled aircraft, crop dusting, seeding or spraying, firefighting, exploration, any form of hunting or herding, aerial photography, banner towing, or any experimental purpose.
3. **Injury** sustained while **you** are a passenger in any aircraft that does not have a current and valid airworthy certificate and/or an aircraft not piloted by a person who holds a valid certificate of competency of such aircraft.
4. All forms of cancer / neoplasm.
5. Self-inflicted **injury** or **illness** and/or suicide or attempted suicide whether sane or insane.
6. **Injury** sustained that is due wholly or partially to the effects of intoxication or drugs other than drugs taken in accordance with treatment prescribed by a **physician** and except drugs prescribed for the treatment of substance abuse.
7. **Injury** sustained while operating any motorized vehicle, aircraft or watercraft whether registered or not while under the influence of alcohol as defined under the law of the jurisdiction where the **injury** occurs or with a .08 Blood Alcohol Content (BAC), whichever is lower.
8. Incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
9. **Investigational, experimental or for research** purposes.
10. Not **medically necessary**.
11. Provided by a **relative**, family member or any person who ordinarily resides with **you**.
12. Services provided at no cost to **you** or payable under any government system, including the Australian Medicare system.
13. Payable under Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law.
14. Charges resulting from or occurring during the commission of a violation of law, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
15. Charges resulting from a disease outbreak in a country or location for which the U.S. Centers for Disease Control and Prevention (CDC) has issued a Level 3 Travel Warning if a) the warning has been in effect within the 6 months immediately prior to **your** date of arrival, or b) within 10 days following the date the warning is issued **you** have failed to depart the country or location.
16. War, military action or while on duty as a member of a police or military force unit.
17. Travel or accommodations unless arranged by us.

18. Incurred outside **your certificate period**.
 19. Submitted to **us** for payment more than 60 days after the last day of the **certificate period**.
 20. Complications or consequences of a treatment or condition excluded hereunder.
 21. Not included as Eligible Expenses as described herein.
-

DEFINITIONS

Accident means a sudden, unintentional and unexpected occurrence caused by external, visible means and resulting in physical **injury to you**. The cause or one of the causes of such **accident** is external to **your** own body and occurs beyond **your** control.

Certificate means the document issued to **you** that provides evidence of benefits payable under the Master Policy and that will confirm the plan type, period of cover, **home country**, certificate number, special terms and/or conditions, **deductible**, chosen benefit list, and geographical area of cover.

Certificate Period means the period of time beginning on the date and time of the **certificate effective date** and ending on the date and time of the **certificate termination date**. The maximum certificate period is 365 days.

Cyber means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system.

Deductible means the dollar amount of eligible expenses, specified in the Schedule of Benefits and Limits that **you** must pay per **certificate period** before eligible expenses are paid.

Emergency means a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing **your** life or limb in danger if medical attention is not provided within 24 hours.

Extended Care Facility means an institution, or a distinct part of an institution, which is licensed as a **hospital, extended care facility** or rehabilitation facility by the state in which it operates; and is regularly engaged in providing 24-hour skilled nursing care under the regular supervision of a **physician** and the direct supervision of a registered nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed by a **physician**; and provides each patient with active treatment of an **illness or injury**. **Extended care facility** does not include a facility primarily for rest, the aged, **substance abuse** treatment, **custodial care**, nursing care or for care of **mental health disorders** or the mentally incompetent.

Home Country means the country where **you** principally reside and receive regular mail

Hospital means an institution which operates as a **hospital** pursuant to law, and is licensed by the state or country in which it operates; and operates primarily for the reception, care and treatment of sick or injured persons as **inpatients**; and provides 24-hour nursing service by registered nurses on duty or call; and has a staff of one or more **physicians** available at all times; and provides organized facilities and equipment for diagnosis and treatment of acute medical conditions on its premises; and is not primarily a

rehabilitation facility, long-term care facility, **extended care facility**, nursing, rest, **custodial care** or convalescent home, a place for the aged, **substance abuse treatment**, or similar establishment.

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

Injury means an unexpected and unforeseen harm to the body caused by an **accident** that requires medical treatment.

Inpatient means a patient who occupies a hospital bed for more than 24 hours for medical treatment and whose admission was recommended by a **physician, or** a patient held for observation in a hospital for at least 12 hours.

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

Medically Necessary means a service or supply which is necessary and appropriate for the diagnosis or treatment of an **illness** or **injury** based on generally accepted current medical practice as determined by **us**. A service or supply will not be considered **medically necessary** if is provided only as a convenience to **you** or the provider, and/or is not appropriate for **your** diagnosis or symptoms, and/or exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment of an **illness** or **injury**.

Member means an individual who is covered under this insurance.

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

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

Relative means biological or stepparent; biological or step child; current spouse; biological or stepsiblings; or parent, children, or sibling in law.

Substance Abuse means alcohol, drug or chemical abuse, overuse or dependency.

You/Your means each insured person named in the **certificate**.

We/Us/Our means Tokio Marine HCC - Medical Insurance Services Group.