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**Trekker Choice**

**Group Short Term Medical Travel Accident and Sickness Insurance Plan**  
**Certificate of Coverage**  
**Non-Renewable**

**Policy Holder: Global Citizens Association**  
**Certificate of Coverage: 4EL-3088-20**  
**Effective Date: September 1, 2020**

This Plan provides medical benefits while a person is temporarily away from Home.

This Plan provides short-term, limited duration coverage. It is not subject to the guaranteed renewability and portability provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Insured Person may not purchase insurance under this Plan for a Period of Insurance longer than 364 days.

**Excess Coverage**

The Insurer will reduce the amount payable under the Policy to the extent expenses are covered under any Other Plan. The Insurer will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or other similar provisions. The amount from Other Plans includes any amount to which the Insured Person is entitled, whether or not a claim is made for the benefits. This Policy is secondary coverage to all other policies.

The Insurance Coverage Area is any place that is outside the United States.

  
PRESIDENT

  
SECRETARY

**THIS IS NOT QUALIFYING HEALTH COVERAGE (“MINIMUM ESSENTIAL COVERAGE”) THAT SATISFIES THE HEALTH COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF YOU DON’T HAVE MINIMUM ESSENTIAL COVERAGE, YOU MAY OWE AN ADDITIONAL PAYMENT WITH YOUR TAXES.**

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***Limited Benefit, Please Read Carefully.***

## I. Introduction

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### About This Plan

This Certificate of Coverage is issued by 4 Ever Life Insurance Company (“the Insurer”) through a policy issued to the Global Citizens Association.

In this Plan, the “Insurer” means 4 Ever Life Insurance Company. The “Eligible Participant” is the person who meets the eligibility criteria of this Certificate. The term “Insured Person,” means the Eligible Participant and any Insured Dependents.

The benefits of this Plan are provided only for those services that the Insurer determines are Medically Necessary and for which the Insured Person has benefits. The fact that a Physician prescribes or orders a service does not, by itself, mean that the service is Medically Necessary or that the service is a Covered Expense. The Eligible Participant may consult this Certificate of Coverage or telephone the Insurer at the number shown on his/her identification card if he/she has any questions about whether services are covered.

This Certificate of Coverage contains many important terms (such as “Medically Necessary” and “Covered Expense”) that are defined in Part III and capitalized throughout the Certificate of Coverage. Before reading through this Certificate of Coverage, consult Part III for the meanings of these words as they pertain to this Certificate of Coverage.

The Insurer has issued a Policy to the Group identified on the Eligible Participant’s identification card. The benefits and services listed in this Certificate of Coverage will be provided for Insured Persons for a covered Illness, Injury, or condition, subject to all of the terms and conditions of the Group’s Policy.

**Choice of Hospital and Physician:** Nothing contained in this Plan restricts or interferes with the Eligible Participant’s right to select the Hospital or Physician of the Eligible Participant’s choice. Also, nothing in this Plan restricts the Eligible Participant’s right to receive, at his/her expense, any treatment not covered in this Plan.

**Use of Administrator:** The Insurer may use a third party administrator to perform certain of the Insurer’s duties on the Insurer’s behalf. The Group and the Insured Participant will be notified of the use of an administrator.

### Benefit Overview Matrix

Following is a very brief description of the benefit schedule of the Plan. This should be used only as a quick reference tool. The entire Certificate of Coverage sets forth, in detail, the rights and obligations of both the Insured Person and the Insurer. It is, therefore, important that **THE ENTIRE CERTIFICATE OF COVERAGE BE READ CAREFULLY!**

The benefits outlined in the following table show the payment percentages for Covered Expenses AFTER the Insured Person has satisfied any Deductibles and prior to satisfaction of his/her Out-of-Pocket Limit. **Covered Expenses are based on Reasonable Charges which may be less than actual billed charges. Providers can bill the Insured Person for amounts exceeding Covered Expenses.**

After the Deductible is satisfied, benefits are paid for Covered Expenses as follows:

### BENEFIT OVERVIEW MATRIX

Policy Maximums	Insurer pays Per Insured Person
<b>Trip Period Maximum Medical Benefits</b>	\$1,000,000 if the Insured Person is under age 70; and \$100,000 if the Insured Person is age 70 through 84
<b>Period of Insurance Maximum Medical Benefits</b>	\$1,000,000 if the Insured Person is under age 70; and \$100,000 if the Insured Person is age 70 through 84
<b>Deductible</b> Deductible is waived if services are provided at a GeoBlue contracted provider	\$100 per Insured Person per Period of Insurance
<b>First Level Payment</b>	The Insurer will pay 100% of the Reasonable Charges up to a maximum benefit as shown above per Trip Coverage Period
<b>Accidental Death And Dismemberment</b>	Maximum Benefit: Principal Sum up to \$25,000
<b>Repatriation Of Remains</b>	Deductible is not applicable. Maximum Benefit up to \$25,000
<b>Medical Evacuation</b>	Deductible is not applicable. Maximum Benefit per Trip Coverage Period for all Evacuations up to \$500,000
<b>Bedside Visit</b>	Deductible is not applicable. Maximum Benefit per Trip Period up to \$2,500 for the cost of one economy round-trip air fare ticket to, and the hotel accommodations in, the place of the Hospital Confinement for one (1) person
<b>Medical Benefit Limitations</b>	<b>Insurer pays after the deductible and copayment, if applicable, subject to First Level Payment Percentage listed above</b>
<b>Professional Services</b> a. Surgery, anesthesia, radiation therapy, in-hospital doctor visits, diagnostic X-ray and lab b. Office Visits: including X-rays and lab work billed by the attending physician.	The Insurer will pay 100% of the Reasonable Charges up to a maximum benefit as shown above per Trip Coverage Period
<b>Inpatient Hospital Services</b> a. Surgery, X-rays, In-hospital doctor visits b. In-patient medical emergency	The Insurer will pay 100% of the Reasonable Charges up to a maximum benefit as shown above per Trip Coverage Period
<b>Ambulatory Surgical Center</b>	The Insurer will pay 100% of the Reasonable Charges up to a maximum benefit as shown above per Trip Coverage Period
<b>Ambulance Service (non-Medical Evacuation)</b>	100% up to \$1,000
<b>Benefits for claims resulting from downhill (alpine) skiing and scuba diving (certification by the Professional Association of Diving Instructors (PADI) or the National Association of Underwater Instructors (NAUI) required or diving under the supervision of a certified instructor)</b>	Reasonable Charges limited to Trip Period Maximum or \$25,000 whichever is less
<b>Outside the U.S. Outpatient prescription drugs</b>	100% of Reasonable Charges up to a Maximum benefit of \$5,000 per Trip Coverage Period
<b>Dental Care required due to an Injury</b>	100% of Reasonable Charges with a maximum benefit of \$300 per Trip Coverage Period
<b>Dental Care for Relief of Pain</b>	100% of Reasonable Charges with a maximum benefit of \$300 per Trip Coverage Period
<b>Physical and/or Occupational Therapy/Medicine, including spinal manipulations and other specified therapies including acupuncture</b>	Maximum payment of \$100 per visit and maximum of 6 visits per Trip Coverage Period

## II. Who is eligible for coverage?

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Eligible Participants and their Eligible Dependents are the only people qualified to be covered by the Group's Policy. The following section describes who qualifies as an Eligible Participant or Eligible Dependent, as well as information on when and who to enroll and when coverage begins and ends.

### Who is Eligible to Enroll Under This Plan? An Eligible Participant:

1. Is a member of a Group covered under the Policy.
2. Has submitted an enrollment form, if applicable, and the premium to the Insurer.
3. Is a bona fide member in good-standing of a membership Group.

### Eligible Dependents

An Eligible Dependent means a person who is the Eligible Participant's:

1. spouse; civil union partner, or domestic partner;
2. natural child, stepchild or legally adopted child who has not yet reached age 26;
3. own or spouse's, civil union partner's or domestic partner's own child, of any age, enrolled prior to age 26, who is incapable of self support due to continuing mental retardation or physical disability and who is chiefly dependent on the Eligible Participant. The Insurer requires written proof from a Physician of such disability and dependency within 31 days of the child's 26<sup>th</sup> birthday and annually thereafter;
4. For a person who becomes an Eligible Dependent (as described below) after the date the Eligible Participant's coverage begins, coverage for the Eligible Dependent will become effective in accordance with the following provisions:
  - a. **Newborn Children:** Coverage will be automatic for the first 31 days following the birth of an Insured Participant's Newborn Child. To continue coverage beyond 31 days, the Newborn child must be enrolled within 31 days of birth.
  - b. **Adopted Children:** An Insured Participant's adopted child is automatically covered for Illness or Injury for 31 days from either date of placement of the child in the home, or the date of the final decree of adoption, whichever is earlier. To continue coverage beyond 31 days, as Insured Participant must enroll the adopted child within 31 days either from the date of placement or the final decree of adoption.
  - c. **Court Ordered Coverage for a Dependent:** If a court has ordered an Insured Participant to provide coverage for an Eligible Dependent who is spouse, civil union partner, domestic partner or minor child, coverage will be automatic for the first 31 days following the date which the court order is issued. To continue coverage beyond 31 days, and Insured Participant must enroll the Eligible Dependent within that 31 day period;
5. grandchild, niece or nephew who otherwise qualifies as a dependent child, if: (i) the child is under the primary care of the Insured Participant; and (ii) the legal guardian of the child, if other than the Insured Participant, is not covered by an accident or sickness policy.

The term "primary care" means that the Insured Participant provides food, clothing and shelter on a regular and continuous basis.

A person **may not** be an Insured Dependent for more than one Insured Participant.

### Additional Requirements for an Eligible Participant and Eligible Dependents: An Eligible Participant or an Eligible Dependent must meet the following requirements:

1. Home Country is the U.S.; and
2. under Age 85; and
3. enrolled in a Primary Plan; and
4. For children under age 6, must be enrolled with a parent; and
5. Initial purchase must be made in home country prior to departing on trip.

### Application and Effective Dates

The Coverage for an Eligible Participant and his or her Eligible Dependents will become effective if the Eligible Participant submits a properly completed application to the Insurer, is approved for coverage by the Insurer, and the Group and/or the Eligible Participant pays the Insurer the premium. The Effective Date of the Coverage under the Plan is indicated as follows:

**Period of Insurance:** Each Eligible Participant's and his/her Eligible Dependent's Period of Insurance starts on the latest of the following:

1. The Policy Effective Date;
2. 12:00:01am on the date the Insurer receives the enrollment or the postmark of the enrollment received by the Insurer;
3. 12:00:01 am on the date designated by the Eligible Participant in the enrollment form, if that date is after the Insurer receives the enrollment form.
4. 12:00:01 am on the date designated by the Group of which the Eligible Participant is a member.

**Trip Coverage Start Date:** The Insured Person's coverage under the Policy for a trip during the Period of Insurance starts as stated below:

1. For a scheduled trip to a Foreign Country, when the Insured Person boards a conveyance at the start of the trip.

**An Insured Person is eligible for benefits during his/her Period of Insurance ONLY during the Trip Coverage Period.**

All applications, if applicable, must be approved by the Insurer for coverage to go into effect.

In no event will an Eligible Dependent's coverage become effective prior to the Insured Participant's Effective Date of Coverage.

## How Period of Insurance Coverage Ends

### Insured Persons

The Insured Person's coverage ends without notice from the Insurer on the earlier of:

1. the end of the last period for which premium payment has been made to the Insurer;
2. the date the Policy terminates;
3. the date the Maximum Period of Insurance Benefit of the Plan has been exhausted;
4. the date of fraud or misrepresentation of a material fact by the Insured Participant, except as indicated in the Time Limit on Certain Defenses provision.

**Trip Coverage End Date:** The Insured Person's coverage under the Plan for a trip during the Period of Insurance ends as stated below:

1. For a scheduled trip to a Foreign Country, when the Insured Person alights from a conveyance at the completion of the trip.
2. On the Period of Insurance Termination Date. However, if the Insured Person has not canceled his/her coverage, then coverage for a trip will extend past the Period of Insurance Termination Date if the Insured Person's return is delayed by unforeseeable circumstances beyond his/her control. In this event, coverage will terminate as stated immediately above or, if earlier, 11:59 p.m. on the seventh day following the Period of Insurance Termination Date.
3. If the Insured Person is covered under the Medical Evacuation Benefit, upon the Insured Person's evacuation to the U.S.

In no event will coverage for a trip extend past the Maximum Trip Coverage Period stated below, subject to 3 immediately above and as stated in the benefit provisions.

**Maximum Trip Coverage Period:** Coverage starts on the first day of any trip and continues for a maximum of the first 70 consecutive days of such trip.

### Group and Insurer

The coverage of all Insured Persons shall terminate if the Policy is terminated. If the Insurer terminates the Policy then the Insurer will notify the Group of cancellation. In addition, the Policy may be terminated by the Group on any premium due date. It is the Group's responsibility to notify all Insured Participants in either situation.

The Policy may be terminated by the Insurer:

1. for non-payment of premium;
2. on the date of fraud or intentional misrepresentation of a material fact by the Group, except as indicated in the Time Limit on Certain Defenses provision;
3. on any premium due date for any of the following reasons. The Insurer must give the Group written notice of cancellation at least 30 days in advance if termination is due to:
  - a. failure to maintain the required minimum premium contribution;
  - b. failure to provide required information or documentation related to the Primary Plan or Other Plan upon request.
4. on any premium due date if the Insurer is also canceling all short-term plans in the state. The Insurer must give the Group written notice of cancellation:
  - a. at least 90 days in advance; and
  - b. again at least 30 days in advance.

### III. Definitions

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The following definitions contain the meanings of key terms used in this Plan. Throughout this Plan, the terms defined appear with the first letter of each word in capital letters.

**Accidental Injury** means an accidental bodily injury sustained by an Insured Person which is the direct cause of a loss independent of disease, bodily infirmity, or any other cause.

**Age** means the Insured Person's attained age.

**Ambulatory Surgical Center** is a freestanding outpatient surgical facility. It must be licensed as an outpatient clinic according to state and local laws and must meet all requirements of an outpatient clinic providing surgical services. It also must meet accreditation standards of the Joint Commission on Accreditation of Health Care Organizations or the Accreditation Association of Ambulatory Health Care.

**Certificate of Coverage** is the document issued to each Eligible Participant outlining the benefits under the group Policy.

**Coinsurance** is the percentage of Covered Expenses the Insured Person is responsible for paying (after the applicable Deductible is satisfied). **Coinsurance does not include charges for services that are not Covered Services or charges in excess of Covered Expenses. These charges are the Insured Person's responsibility and are not included in the Coinsurance calculation.**

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

A **Continuing Hospital Confinement** means consecutive days of in-hospital service received as an inpatient, or successive confinements for the same diagnosis, when discharge from and readmission to the Hospital occurs within 24 hours.

**Copayment** is the dollar amount of Covered Expenses the Insured Person is responsible for paying. **Copayment does not include charges for services that are not Covered Services or charges in excess of Covered Expenses.**

**Cosmetic and Reconstructive Surgery.** Cosmetic Surgery is performed to change the appearance of otherwise normal looking characteristics or features of the patient's body. A physical feature or characteristic is normal looking when the average person would consider that feature or characteristic to be within the range of usual variations of normal human appearance. **Reconstructive Surgery** is surgery to correct the appearance of abnormal looking features or characteristics of the body caused by birth defects, injury, tumors, or infection. A feature or characteristic of the body is abnormal looking when an average person would consider it to be outside the range of general variations of normal human appearance. **Note: Cosmetic Surgery does not become Reconstructive Surgery because of psychological or psychiatric reasons.**

The **Coverage Period Maximum Benefit** is the maximum amount of benefits available to each Insured Person during the person's Coverage Period Trip Coverage Period. All benefits furnished are subject to these maximum amounts.

**Covered Expenses** are the expenses incurred for Covered Services. **Covered Expenses** for Covered Services will not exceed Reasonable Charges. In addition, Covered Expenses may be limited by other specific maximums described in this Plan under section IV, How the Plan Works and section V, Benefits: What the Plan Pays. Covered Expenses are subject to applicable Deductibles, penalties and other benefit limits. **An expense is incurred on the date the Insured Person receives the service or supply.**

**Covered Services** are Medically Necessary services or supplies that are listed in the benefit sections of this Plan, and for which the Insured Person is entitled to receive benefits.

**Custodial Care** is care provided primarily to meet the Insured Person's personal needs. This includes help in walking, bathing, or dressing. It also includes preparing food or special diets, feeding, administration of medicine that is usually self-administered, or any other care that does not require continuing services of a medical professional.

**Deductible** means the amount of Covered Expenses the Insured Person must pay for Covered Services before benefits are available to him/her under this Plan. The Trip Coverage Period is the amount of Covered Expenses the Eligible Participant must pay for each Insured Person before any benefits are available regardless of provider type.

**Dental Prostheses** are dentures, crowns, caps, bridges, clasps, habit appliances, and partials.

**Domestic Partner** means an unmarried same or opposite sex adult who resides with the Insured Participant and has registered in a state or local domestic partner registry with the Insured Participant.

The **Effective Date** of the Policy is the date that the Group's Policy became active with the Insurer.

The **Effective Date** of Coverage is the date on which coverage under this Plan begins for the Eligible Participant and any other Insured Person.

**Eligible Dependent** (See 'Eligibility Rules' in Section II of this Plan)

**Eligible Participant** (See 'Eligibility Rules' in Section II of this Plan)

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

1. Permanently placing the Insured Person's health in jeopardy, or
2. Causing other serious medical consequences; or
3. Causing serious impairment to bodily functions; or
4. Causing serious and permanent dysfunction of any bodily organ or part.

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

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

**Foreign Country** is a country other than the Insured Person's Home Country.

**Foreign Country Provider** is any institutional or professional provider of medical or psychiatric treatment or care who practices in a country outside the United States of America. A Foreign Country Provider may also be a supplier of medical equipment, drugs, or medications. GeoBlue provides Insured Persons with access to a database of Foreign Country Providers.

**GeoBlue.** This is the entity that provides the Covered Person with access to online databases of travel, health, and security information and online information about physicians and other medical providers. GeoBlue is the trade name of Worldwide Insurance Services, LLC (Worldwide Insurance Services Agency, LLC in California and New York), an independent licensee of the Blue Cross and Blue Shield Association.

**GeoBlue International Healthcare Community** consists of physicians, dentists, mental health professionals, other allied health professionals, hospitals, health systems and medical practices countries throughout the world, all dedicated to providing high quality medical care to international travelers, employees and students. The providers are accessed through the GeoBlue online database or through the GeoBlue customer services. **Group** refers to the business entity to which the Insurer has issued the Policy.

**Group Health Benefit Plan** means a group, blanket, or franchise insurance policy, a certificate issued under a group policy, a group hospital service contract, or a group subscriber contract or evidence of coverage issued by a health maintenance organization that provides benefits for health care services. The term does not include:

1. accident-only, credit or disability insurance coverages;
2. specified disease coverage or other limited benefit policies;
3. coverage of Medicare services under a federal contract;
4. Medicare Supplement and Medicare Select policies regulated in accordance with federal law;
5. long-term care, dental care, or vision care coverages;
6. coverage provided by a single service health maintenance organization;
7. insurance coverage issued as a supplement to liability insurance;
8. insurance coverage arising out of a workers' compensation system or similar statutory system;
9. automobile medical payment insurance coverage;
10. jointly managed trusts authorized under 29 U.S.C. Section 141 et seq. that contain a plan of benefits for employees that is negotiated in a collective bargaining agreement governing wages, hours, and working conditions of the employees that is authorized under 29 U.S.C. Section 157;
11. hospital confinement indemnity coverage; or
12. reinsurance contracts issued on a stop-loss, quota share, or similar basis.

**Home Country** means the Insured Person's country of domicile named on the enrollment form or the roster, as applicable. However, the Home Country of an Eligible Dependent who is a child is the same as that of the Eligible Participant.

A **Hospital** is a facility which provides diagnosis, treatment and care of persons who need acute inpatient hospital care under the supervision of Physicians. It must:

1. be licensed as a hospital and operated pursuant to law; and
2. be primarily engaged in providing or operating (either on its premises or in facilities available to the hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed physicians) medical, diagnostic, and major surgery facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
3. provide 24 hour nursing service by or under the supervision of a registered graduate professional nurse (R.N.); and
4. be an institution which maintains and operates a minimum of five beds; and
5. have X-ray and laboratory facilities either on the premises or available on a contractual prearranged basis; and
6. maintain permanent medical history records.

This definition **excludes** convalescent homes, convalescent facilities, rest facilities, nursing facilities, or homes or facilities primarily for the aged, those primarily affording custodial care or educational care.

An **Illness** is a sickness, disease, or condition of an Insured Person which first manifests itself after the Insured Person's Effective Date.

**Injury** (See Accidental Injury)

**Insurance Coverage Area** is the primary geographical region in which coverage is provided to the Insured Person.

**Insured Dependents** are members of the Eligible Participant's family who are eligible and have been accepted by the Insurer under this Plan.

**Insured Participant** is the Eligible Participant whose application has been accepted by the Insurer for coverage under this Plan.

**Insured Person** means both the Insured Participant and all Insured Dependents who are covered under this Plan.

The **Insurer** means 4 Ever Life Insurance Company, a nationally licensed and regulated insurance company. Insurer also includes a third party administrator with which the Insurer has contracted to perform certain of its duties on its behalf. The Group and the Insured Participant will be notified of the use of an administrator.

**Investigative Procedures** (See Experimental/Investigational).

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

1. Appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition.
2. Provided for the diagnosis or direct care and treatment of the medical condition.
3. Within standards of good medical practice within the organized community.
4. Not primarily for the patient's, the Physician's, or another provider's convenience.
5. The most appropriate supply or level of service that can safely be provided. For Hospital stays, this means acute care as an inpatient is necessary due to the kind of services the Insured Person is receiving or the severity of the Insured Person's condition and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.

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

A **Newborn** is a recently born infant within 31 days of birth.

**Office Visit** means a visit by the Insured Person, who is the patient, to the office of a Physician during which one or more of only the following three specific services are provided:

1. History (gathering of information on an Illness or Injury).
2. Examination.
3. Medical Decision Making (the Physician's diagnosis and Plan of treatment).

This does not include other services (e.g. X-rays or lab services) even if performed on the same day.

**Other Plan** is an insurance plan other than this plan that provides medical, repatriation of remains, and/or medical evacuation benefits for the Insured Person.

**Out-of-Pocket Limit** is the amount of Coinsurance each Insured Person incurs for Covered Expenses in a Period of Insurance. The Out-of-Pocket **does not** include any amounts in excess of Covered Expenses, the Deductible, any penalties, or any amounts in excess of other benefit limits of this Plan.

The **Period of Insurance** Maximum Benefit is the maximum amount of benefits available to each Insured Person during the person's Period of Coverage. All benefits furnished are subject to this maximum amount.



**Physical and/or Occupational Therapy/Medicine** is the therapeutic use of physical agents other than drugs. It comprises the use of physical, chemical and other properties of heat, light, water, electricity, massage, exercise, spinal manipulation and radiation.

A **Physician** means a physician licensed to practice medicine or any other practitioner who is licensed and recognized as a provider of health care services in the state and/or country the Insured Person resides or is treated; and provides services covered by the Plan that are within the scope of his/her licensure.

**Plan** is the set of benefits described in the Certificate of Coverage booklet and in the amendments to this booklet (if any). This Plan is subject to the terms and conditions of the Policy the Insurer has issued to the Group. If changes are made to the Policy or Plan, an amendment or revised booklet will be issued to the Group for distribution to each Insured Participant affected by the change.

**Policy** is the Group Policy the Insurer has issued to the Group.

**Preexisting Condition** means any disease, illness, sickness, malady or condition which was diagnosed or treated by a legally qualified physician prior to the effective date of coverage with consultation, advice or treatment by a legally qualified physician occurring within 180 days prior to the Coverage Date for the insured.

A **Primary Plan** is a Group Health Benefit Plan, an individual health benefit plan, or certain governmental health plan (including Medicare Supplements and Medicare Advantage plans) designed to be the first payor of claims for an Insured Person prior to the responsibility of this Plan. Medicaid and Veterans Administration health benefit plans are not considered a primary plan under this policy

A **Reasonable Charge**, as determined by the Insurer, is the amount the Insurer will consider a Covered Expense with respect to charges made by a Physician, facility or other supplier for Covered Services. In determining whether a charge is Reasonable, the Insurer will consider all of the following factors:

1. The actual charge.
2. Specialty training, work value factors, practice costs, regional geographic factors and inflation factors.
3. The amount charged for the same or comparable services or supplies in the same region or in other parts of the country.
4. Consideration of new procedures, services or supplies in comparison to commonly used procedures, services or supplies.
5. The Average Wholesale Price for Pharmaceuticals.

**Reconstructive Surgery** (See Cosmetic and Reconstructive Surgery)

**Special Care Units** are special areas of a Hospital that have highly skilled personnel and special equipment for acute conditions that require constant treatment and observation.

**Totally Disabled or Total Disability means:**

1. As applied to an Insured Participant, any period of time during the Insured Participant's lifetime in which he/she is unable to perform substantially all the duties required by his/her usual occupation, provided the disability commences within twelve (12) months from the date the disabling condition occurred;
2. As applied to a Dependent, not being able to perform the normal activities of a like person of the same age and sex.

**The patient must be under the care of a Physician.**

The **Trip Coverage** Period Maximum Benefit is the maximum amount of benefits available to each Insured Person during the person's Trip Coverage Period. All benefits furnished are subject to this maximum amount.

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

## IV. How the Plan Works

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The Insured Person's Plan pays a portion of his/her Covered Expenses after he/she meets his/her Deductible for each Trip Coverage Period. This section describes the Deductible and discusses steps to take to ensure that he/she receives the highest level of benefits available under this Plan. See Definitions (Section III) for a definition of Covered Expenses and Covered Services.

The benefits described in the following sections are provided for Covered Expenses incurred by the Insured Person while covered under this Plan. An expense is incurred on the date the Insured Person receives the service or supply for which the charge is made. These benefits are subject to all provisions of this Plan, which may limit benefits or result in benefits not being payable.

Either the Insured Person or the provider of service must claim benefits by sending the Insurer properly completed claim forms itemizing the services or supplies received and the charges.

### Benefits

This Benefits section shows the maximum Covered Expense for each type of provider.

No benefits are payable unless the Insured Person's coverage is in force at the time services are rendered, and the payment of benefits is subject to all the terms, conditions, limitations and exclusions of this Plan.

### Hospitals, Physicians, and Other Providers

The amount that will be treated as a Covered Expense for services provided by a Provider will not exceed the lesser of actual billed charges or a Reasonable Charge as determined by the Insurer.

**Exception:** If Medicare is the primary payer, Covered Expense does not include any charge:

1. By a Hospital in excess of the approved amount as determined by Medicare; or
2. By a Physician or other provider, in excess of the lesser of the maximum Covered Expense stated above; or
  - a. For providers who accept Medicare assignment, the approved amount as determined by Medicare; or
  - b. For providers who do not accept Medicare assignment, the limiting charge as determined by Medicare.

The Insured Person will always be responsible for any expense incurred which is not covered under this Plan.

### Deductibles

Deductibles are prescribed amounts of Covered Expenses the Insured Person must pay before benefits are available. The Deductible applies to all Covered Expenses, unless otherwise stated. Only Covered Expenses are applied to the Deductible. Any expenses the Insured Person incurs in addition to Covered Expenses are never applied to any Deductible.

Deductibles will be credited on the Insurer's files in the order in which the Insured Person's claims are processed, not necessarily in the order in which he/she receives the service or supply.

If the Insured Person submits a claim for services which have a maximum payment limit and his/her Period of Insurance Deductible is not satisfied, the Insurer will only apply the allowed per visit, per day, or per event amount (whichever applies) toward any applicable Deductible.

### Plan Payment

After the Insured Participant satisfies any required Deductible, payment of Covered Expenses is provided as defined in the Benefit Overview Matrix in Section I of this document.

Please note any additional limits on the maximum amount of Covered Expenses in the discussions of each specific benefit.

## V. Benefits: What the Plan Pays

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Before this Plan pays for any benefits, the Insured Person must satisfy his/her Trip Coverage Period Deductible. After the Insured Person satisfies the Deductible, the Insurer will begin paying for Covered Services as described in this section.

The benefits described in this section will be paid for Covered Expenses incurred on the date the Insured Person receives the service or supply for which the charge is made. These benefits are subject to all terms, conditions, exclusions, and limitations of this Plan. All services are paid at percentages and amounts indicated below or in the Benefit Overview Matrix, and subject to limits outlined in Section IV, How the Plan Works.

Following is a general description of the supplies and services for which the Insured Person's Plan will pay benefits, if such supplies and services are Medically Necessary:

### Services and Supplies Provided by a Hospital

For any eligible condition other than for Mental, Emotional or Functional Nervous Conditions or Disorders, Alcoholism or Drug Abuse, the Insurer will pay indicated benefits on Covered Expenses for:

1. Inpatient services and supplies provided by the Hospital except private room charges above the prevailing two-bed room rate of the facility.
2. Outpatient services and supplies including those in connection with outpatient surgery performed at an Ambulatory Surgical Center.
3. Emergency Hospitalization and Emergency Medical Care provided in a Hospital emergency room, including professional air and ground ambulance services for transport to and from the Hospital for such Emergency Hospitalization and Emergency Medical Care.

Payment of Inpatient Covered Expenses are subject to these conditions:

1. Services must be those which are regularly provided and billed by the Hospital.
2. Services are provided only for the number of days required to treat the Insured Person's Illness or Injury

**Note:** No benefits will be provided for personal items, such as TV, radio, guest trays, etc.

**Note:** Injuries and Illnesses resulting from terrorism and pandemics are covered as any other Injury or Illness.

### Professional and Other Services

The Insurer will pay Covered Expenses for:

1. Services of a Physician.
2. Services of an anesthesiologist or an anesthesiologist.
3. Outpatient diagnostic radiology and laboratory services.
4. Surgical implants.
5. The first pair of contact lenses or the first pair of eyeglasses when required as a result of a covered eye surgery.
6. Self-Administered injectable drugs.
7. Syringes when dispensed with self-administered injectable drugs (except insulin).
8. Blood transfusions, including blood processing and the cost of unreplaced blood and blood products.
9. Rental or purchase of medical equipment and/or supplies that are **all** of the following:
  - a. ordered by a Physician;
  - b. of no further use when medical need ends;
  - c. usable only by the patient;
  - d. not primarily for the Insured Person's comfort or hygiene;
  - e. not for environmental control;
  - f. not for exercise; and
  - g. manufactured specifically for medical use.

**Note:** Medical equipment and supplies must meet **all** of the above guidelines in order to be eligible for benefits under this Plan. The fact that a Physician prescribes or orders equipment or supplies does not necessarily qualify the equipment or supply for payment. The Insurer determines whether the item meets these conditions. Rental charges that exceed the reasonable purchase price of the equipment are not covered.

### Ambulance Services

The following ambulance services are covered under this Plan:

1. Base charge, mileage and non-reusable supplies of a licensed ambulance company for ground or air service for transportation to and from a Hospital.
2. Monitoring, electrocardiograms (EKGs or ECGs), cardiac defibrillation, cardiopulmonary resuscitation (CPR) and administration of oxygen and intravenous (IV) solutions in connection with ambulance service. An appropriate licensed person must render the services.

The Insurer pays as stated in the Benefit Overview Matrix.

### **Dental Care for an Accidental Injury**

Benefits are payable for dental care for an Accidental Injury to natural teeth that occurs while the Insured Person is covered under this Plan, subject to the following:

1. services must be received during the six months following the date of Injury;
2. no benefits are available to replace or repair existing dental prostheses even if damaged in an eligible Accidental Injury; and
3. damage to natural teeth due to chewing or biting is not considered an Accidental Injury under this Plan.

In addition, the Plan provides benefits for up to three days of Inpatient Hospital services when a Hospital stay is ordered by a Physician and a Dentist for dental treatment required due to an unrelated medical condition. The Insurer determines whether the dental treatment could have been safely provided in another setting. Hospital stays for the purpose of administering general anesthesia are not considered Medically Necessary. The Insurer pays as stated in the Benefit Overview Matrix.

### **Dental Care for Relief of Pain**

Benefits are payable for dental care for Relief of Pain to the teeth that occurs while the Insured Person is covered under this Plan. Services must be received while covered during the Trip Coverage Period. The Insurer pays as stated in the Benefit Overview Matrix.

### **Complications of Pregnancy**

Complications of Pregnancy are covered under this Plan as any other medical condition. Benefits for complications of pregnancy shall be provided for all Insured Persons.

### **Physical and/or Occupational Therapy/Medicine**

Benefits for the therapeutic use of heat, cold, exercise, electricity, ultraviolet, manipulation of the spine, or massage to improve circulation, strengthen muscles, encourage return of motion, or for treatment of Illness or Injury are payable **only** for services rendered by a Physician up to the maximum amounts and visits as stated in the Benefit Overview Matrix. For the purposes of this benefit, the term "visit" includes any outpatient visit to a Physician during which one or more Covered Services are provided. The Insurer pays as stated in the Benefit Overview Matrix.

### **Benefits for Claims resulting from downhill skiing and scuba diving**

The Insurer will pay Covered Expenses for claims resulting from downhill (alpine) skiing. It will also pay Covered Expenses resulting from scuba diving provided that the diver is certified by the Professional Association of Diving Instructors (PADI) or the National Association of Underwater Instructors (NAUI), or provided that he/she is diving under the supervision of a certified instructor. These Covered Expenses are Limited as stated in the Benefit Overview Matrix.

### **Accidental Death and Dismemberment Benefit**

The Insurer will pay the benefit stated below if an Insured Person sustains an Injury resulting in any of the losses stated below within 365 days after the date the Injury is sustained:

<b>Loss</b>	<b>Benefit</b>
Loss of life	100% of the Principal Sum
Loss of one hand	50% of the Principal Sum
Loss of one foot	50% of the Principal Sum
Loss of sight in one eye	50% of the Principal Sum

Loss of one hand or loss of one foot means the actual severance through or above the wrist or ankle joints. Loss of the sight of one eye means the entire and irrecoverable loss of sight in that eye.

If more than one of the losses stated above is due to the same Accident, the Insurer will pay 100% of the Principal Sum. In no event will the Insurer pay more than the Principal Sum for loss to the Insured Person due to any one Accident.

The Principal Sum is stated in Benefit Overview Matrix.

There is no coverage for loss of life or dismemberment for or arising from an Accident in the Insured Person's Home Country.

**Repatriation of Remains Benefit**

If an Insured Person dies, while traveling outside of his/her home country, the Insurer will pay the necessary expenses actually incurred, up to the Maximum Limit shown in the Schedule of Benefits, for the preparation of the body for burial, or the cremation, and for the transportation of the remains to his/her Home Country. This benefit covers the legal minimum requirements for the transportation of the remains. It does not include the transportation of anyone accompanying the body, urns, caskets, coffins, visitation, burial or funeral expenses. Any expense for repatriation of remains requires approval in advance by the Plan Administrator.

No benefit is payable if the death occurs after the Termination Date of the Policy. However, if the Insured Person is Hospital Confined on the Termination Date, eligibility for this benefit continues until the earlier of the date the Insured Person's Confinement ends or 31 days after the Termination Date. The Insurer will not pay any claims under this provision unless the expense has been approved by the Administrator before the body is prepared for transportation.

The benefit for all necessary repatriation services is listed in the Overview Matrix.

**Medical Evacuation Benefit**

If an Insured Person is involved in an accident or suffers a sudden, unforeseen illness requiring emergency medical services, while traveling outside of his/her home country, the Administrator will coordinate and pay for a medically-supervised evacuation, up to the Maximum Limit shown in the Schedule of Benefits, to the nearest appropriate medical facility. This medically-supervised evacuation will be to the nearest medical facility only if the facility is capable of providing adequate care and if adequate care is not available locally and the Injury or Sickness requires immediate emergency medical treatment, without which there would be a significant risk of death or serious impairment. The determination of whether a medical condition constitutes an emergency and whether area facilities are capable of providing adequate medical care shall be made by physicians designated by the Administrator after consultation with the attending physician on the Insured Person's medical conditions. The decision of these designated physicians shall be conclusive in determining the need for medical evacuation services. Transportation shall not be considered medically necessary if the physician designated by the Administrator determines that the Insured Person can continue his/her trip or can use the original transportation arrangements that he/she purchased. Only one transport is covered in connection with one course of an illness or accident.

The Insurer will pay Reasonable Charges for escort services if the Insured Person is a minor or if the Insured Person is disabled during a trip and an escort is recommended in writing by the attending Physician and approved by the Insurer.

As part of a medical evacuation, the Administrator shall also make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital.

Following stabilization, when medically necessary and subject to the Administrator's prior approval, the Insurer will pay for a medically supervised return to the Insured Person's permanent residence or, if appropriate, to a health care facility nearer to their permanent residence or for one-way economy airfare to the Insured Person's point of origin, if necessary. Transportation shall not be considered medically necessary if the physician designated by the Administrator determines that the Insured Person can continue his/her trip or can use the original transportation arrangements that he/she purchased.

All evacuations must be approved and coordinated by Administrator designated physicians. Transportation must be by the most direct and economical route.

With respect to this provision only, the following is in lieu of the Policy's Extension of Benefits provision: No benefits are payable for Covered Expenses incurred after the date the Insured Person's insurance under the Policy terminates.

The combined benefit for all necessary evacuation services is listed in the Overview Matrix.

**Bedside Visit Benefit**

If an Insured Person is Hospital Confined due to an Injury or Sickness for more than 7 days, is likely to be hospitalized for more than 7 days or is in critical condition, while traveling outside of his/her home country, the Insurer will pay up to the maximum benefit as listed in Table 1 of the Schedule of Benefits for the cost of one economy round trip air fare ticket to, and the hotel accommodations in, the place of the Hospital Confinement for one person designated by the Insured Person. Payment for meals, ground transportation and other incidentals are the responsibility of the family member or friend.

With respect to any one trip, this benefit is payable only once for that trip, regardless of the number of Insured Persons on that trip. The determination of whether the Covered Member will be hospitalized for more than 7 days or is in critical condition shall be made by the Administrator after consultation with the attending physician. No benefits are payable unless the trip is approved in advance by the Plan Administrator.

The benefit for all Bedside Visits is listed in the Overview Matrix.

## VI. Exclusions and Limitations: What the Plan does not pay for

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### Excluded Services

The Plan does not provide benefits for:

1. Any **amounts in excess of maximum amounts of Covered Expenses** stated in this Plan.
2. Services **not specifically listed** in this Plan as Covered Services.
3. Expenses incurred in the Home Country.
4. Services or supplies that are **not Medically Necessary** as defined by the Insurer.
5. Services or supplies that the Insurer considers to be **Experimental or Investigative**.
6. Expenses incurred for **elective treatment or elective surgery**.
7. Services received **before the Effective Date** of coverage or during an inpatient stay that began before that Effective Date of Coverage.
8. Services received **after coverage ends** unless an extension of benefits applies as specifically stated under Extension of Benefits in the 'Who is Eligible for Coverage' section of this Plan.
9. Services for which the Insured Person has **no legal obligation to pay** or for which no charge would be made if he/she did not have a health policy or insurance coverage.
10. Services for any condition for which **benefits are recovered or can be recovered**, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if the Insured Person does not claim those benefits.
11. Treatment or medical services required **while traveling against the advice of a Physician**, while on a waiting list for a specific treatment, or when traveling for the purpose of obtaining medical treatment.
12. Services related to **pregnancy or maternity** care other than for complications of pregnancy that may arise during a Trip Coverage Period.
13. Conditions caused by or contributed by (a) The inadvertent release of nuclear energy when government funds are available for treatment of Illness or Injury arising from such release of nuclear energy; (b) An Insured Person participating in the **military service** of any country; (c) An Insured Person participating in an **insurrection, rebellion, or riot**; (d) Services received for any condition caused by an Insured Person's commission of, or attempt to commit a **felony or to which a contributing cause was the Insured Person being engaged in an illegal occupation**; (e) An Insured Person **voluntarily using illegal drugs; intentionally taking over the counter medication not in accordance with recommended dosage and warning instructions; and intentionally misusing prescription drugs**.
14. Any services provided by a local, state or federal **government agency** except when payment under this Plan is expressly required by federal or state law.
15. Professional services received or supplies purchased from the Insured Person, a person who lives in the Insured Person's home or who is **related to the Insured Person** by blood, marriage or adoption, or the Insured Person's employer.
16. Inpatient or outpatient services of a **private duty nurse**.
17. Inpatient room and board charges in connection with a **Hospital stay primarily for environmental change, physical therapy or treatment of chronic pain**; Custodial Care or rest cures; services provided by a rest home, a home for the aged, a nursing home or any similar facility service.
18. Inpatient room and board charges in connection with a Hospital stay primarily for **diagnostic tests** which could have been performed safely on an outpatient basis.
19. Treatment of **Mental, Emotional or Functional Nervous Conditions or Disorders**.
20. Treatment of **Drug, alcohol, or other substance addiction or abuse**.
21. **Dental services**, dentures, bridges, crowns, caps or other dental prostheses, extraction of teeth or treatment to the teeth or gums, except as specifically stated under Dental Care and/or Dental Care for Accidental Injury in the Benefits section of this Plan.
22. Dental and orthodontic services for Temporomandibular Joint Dysfunction (**TMJ**).
23. **Orthodontic Services**, braces and other orthodontic appliances.
24. **Dental Implants**: Dental materials implanted into or on bone or soft tissue or any associated procedure as part of the implantation or removal of dental implants.
25. Routine **hearing tests or hearing aids**.
26. **Optometric services**, eye exercises including orthoptics, eyeglasses, contact lenses, routine eye exams, and routine eye refractions, except as specifically stated in this Plan.
27. An **eye surgery** solely for the purpose of correcting refractive defects of the eye, such as near-sightedness (myopia), astigmatism and/or farsightedness (presbyopia).
28. Outpatient **speech therapy**.
29. Any **Drugs**, medications, or other substances dispensed or administered in any outpatient setting except as specifically stated in this Plan. This includes, but is not limited to, items dispensed by a Physician.
30. Any intentionally **self-inflicted Injury or Illness**. This exclusion does not apply to the Medical Evacuation Benefit, to the Repatriation of Remains Benefit and to the Bedside Visit Benefit.
31. **Cosmetic surgery** or other services for beautification, including any medical complications that are generally predictable and associated with such services by the organized medical community. This exclusion does not apply to Reconstructive Surgery to restore a bodily function or to correct a deformity caused by Injury or congenital defect of a newborn child, or to Medically Necessary reconstructive surgery performed to restore symmetry incident to a mastectomy.
32. Procedures or treatments to change characteristics of the body to those of the opposite sex. This includes any medical, surgical or psychiatric treatment or study related to **sex change**.

33. Treatment of **sexual dysfunction** or inadequacy.
34. All services related to the evaluation or treatment of **fertility and/or Infertility**, including, but not limited to, all tests, consultations, examinations, medications, invasive, medical, laboratory or surgical procedures including sterilization reversals and In vitro fertilization
35. All **contraceptive** services and supplies, including but not limited to, all consultations, examinations, evaluations, medications, medical, laboratory, devices, or surgical procedures.
36. **Cryopreservation** of sperm or eggs.
37. **Orthopedic shoes** (except when joined to braces) or shoe inserts, including orthotics.
38. Services primarily for **weight reduction** or treatment of obesity including morbid obesity, or any care which involves weight reduction as a main method of treatment.
39. **Routine physical exams** or tests that do not directly treat an actual illness, injury or condition, including those required by employment or government authority.
40. Charges by a provider for **telephone consultations**.
41. Items which are furnished primarily for the Eligible Participant's **personal comfort** or convenience (air purifiers, air conditioners, humidifiers, exercise equipment, treadmills, spas, elevators and supplies for hygiene or beautification, etc.).
42. **Educational services** except as specifically provided or arranged by the Insurer.
43. **Nutritional counseling** or food supplements.
44. **Durable medical equipment** not specifically listed as Covered Services in the Covered Services section of this Plan. Excluded durable medical equipment includes, but is not limited to: orthopedic shoes or shoe inserts; air purifiers, air conditioners, humidifiers; exercise equipment, treadmills; spas; elevators; supplies for comfort, hygiene or beautification; disposable sheaths and supplies; correction appliances or support appliances and supplies such as stockings.
45. **Physical and/or Occupational Therapy/Medicine**, except when provided during an inpatient Hospital confinement or as specifically provided under the benefits for Physical and/or Occupational Therapy/Medicine.
46. All **infusion therapy, chemotherapy, hemodialysis** together with any associated supplies, Drugs or professional services are excluded.
47. **Joint replacement or arthroplasty surgery** of any kind.
48. **Growth Hormone Treatment**.
49. Routine **foot care** including the cutting or removal of corns or calluses; the trimming of nails, routine hygienic care and any service rendered in the absence of localized illness, injury or symptoms involving the feet.
50. **Charges for which the Insurer are unable to determine the Insurer's liability** because the Eligible Participant or an Insured Person failed, within 90 days, or as soon as reasonably possible to: (a) authorize the Insurer to receive all the medical records and information the Insurer requested; or (b) provide the Insurer with information the Insurer requested regarding the circumstances of the claim or other insurance coverage.
51. Charges for the services of a **standby Physician**.
52. Charges for **animal to human organ transplants**.
53. Under the medical treatment benefits, for loss due to or arising from a motor vehicle Accident if the Insured Person operated the vehicle without a proper license in the jurisdiction where the Accident occurred.
54. Loss arising from
  - a. participating in any intercollegiate/interscholastic sport, contest or competition;
  - b. participating in any intramural sport competition, contest or competition;
  - c. participating in any club sport competition, contest or competition;
  - d. participating in any professional sport, contest or competition;
  - e. while participating in any practice or condition program for such sport, contest or competition;
  - f. Racing or speed contests;
  - g. sky diving, mountaineering (where ropes are customarily used), ultra-light aircraft, parasailing, sail planning, hang gliding, bungee cord jumping, spelunking, extreme skiing.
55. Claims arising from loss due to riding in any **aircraft** except one licensed for the transportation of passengers.
56. Treatment for or arising from **sexually transmittable diseases**. (This exclusion does not apply to HIV, AIDS, ARC or any derivative or variation.)
57. Under the **Accidental Death and Dismemberment provision**, for loss of life or dismemberment for or arising from an Accident in the U.S.
58. Under the **Repatriation of Remains Benefit and the Medical Evacuation Benefit provision**, for repatriation of remains or medical evacuation of the Covered Accident in the U.S.
59. Treatment of **Congenital Conditions**.
60. Whenever coverage provided by this Certificate would be **in violation of any U.S. economic or trade sanctions**, such coverage shall be null and void.

#### **Pre-existing Condition Limitation**

Pre-existing conditions are covered under this plan as any other condition, subject to the terms and exclusions listed in the policy.

## VII. Prescription Drug Benefits

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**Pharmacy** means a licensed retail pharmacy.

**Prescription** means a written order issued by a Physician.

### What Is Covered

1. Outpatient Drugs and medications that federal and/or State law restrict to sale by Prescription only.
2. Insulin.
3. Insulin syringes prescribed and dispensed for use with insulin.
4. All non-infused compound Prescriptions that contain at least one covered Prescription ingredient.

### Conditions of Service

The Drug or medicine must be:

1. Prescribed in writing by a Physician and dispensed within one Period of Insurance of being prescribed, subject to federal or state laws.
2. Approved for use by the Food and Drug Administration.
3. For the direct care and treatment of the Insured Person's Illness, Injury or condition. Dietary supplements, health aids or drugs for cosmetic purposes are not included.
4. Purchased from a licensed retail Pharmacy or other authorized entity in the country in which purchased.
5. Not excluded under the Prescription Drug Exclusions and Limitations below.

The drug or medicine must **not** be used while the Insured Person is an inpatient in any facility.

The Prescription must not exceed a 30-day supply or for longer than the Period of Coverage.

### Prescription Drug Exclusions and Limitations

Prescription Drug reimbursement is subject to and treated as part of any benefit maximums, limitations on Pre-existing Conditions or any other exclusions or limitations contained in this entire Plan. In addition, reimbursement will not be provided for:

1. Drugs and medications not requiring a Prescription, except insulin.
2. Non-medical substances or items.
3. Contraceptive Drugs and devices prescribed for birth control, even if prescribed for other than contraceptive purposes, Drugs and medications used to induce non-spontaneous abortions.
4. Dietary supplements, cosmetics, health or beauty aids.
5. Any vitamin, mineral, herb or botanical product which is believed to have health benefits, but does not have Food and Drug Administration (FDA) approved indication to treat, diagnose or cure a medical condition.
6. Drugs taken while the Insured Participant or Insured Dependants are in a Hospital, Skilled Nursing Facility, rest home, sanitarium, convalescent hospital or similar facility.
7. Any Drug labeled "Caution, limited by federal law to investigational use" or Non-FDA approved investigational Drugs, any Drug or medication prescribed for experimental indications (such as progesterone suppositories).
8. Syringes and/or needles, except those dispensed for use with insulin.
9. Durable medical equipment, devices, appliances and supplies.
10. Immunizing agents, biological sera, blood, blood products or blood plasma.
11. Oxygen.
12. Professional charges in connection with administering, injecting or dispensing of Drugs.
13. Drugs and medications dispensed or administered in an outpatient setting, including but not limited to outpatient hospital facilities and doctor's offices.
14. Drugs used for cosmetic purposes.
15. Drugs used for the primary purpose of treating infertility.
16. Drugs used for the purpose of treating hair loss.
17. Drugs used for sexual stimulation.
18. Anorexiant or Drugs associated with weight loss.
19. Allergy desensitization products, allergy serum.
20. Drugs for treatment of a condition, Illness, or Injury for which benefits are excluded or limited by a Preexisting Condition, or other contract limitation.
21. Growth Hormone Treatment.
22. Prescription Drugs with a non-prescription (over the counter) chemical and dose equivalent.

### Exception to Exclusions and Limitations for certain Cancer Drug treatment

An exception is made to the Exclusions and Limitations for certain cancer drug treatment. If a drug has not yet received formal FDA approval for use in treating a specific cancer, but is recognized for treatment of that specific cancer in one of the following references, it will be covered; AMA Drug Evaluations, American Hospital Formulary Service Drug Information, U.S. Pharmacopoeia Drug Information, or recommended by review article or editorial comment in a major peer-reviewed professional journal. In addition, a service will not be considered experimental or investigational if it is part of a clinic trial program.



## VIII. General Provisions

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### Third Party Liability

No benefits are payable for any illness, injury, or other condition for which a third party may be liable or legally responsible by reason of negligence, an intentional act, or breach of any legal obligation on the part of such third party. Nevertheless, the Insurer will advance the benefits of this Plan to the Insured Person subject to the following:

1. The Insured Participant agrees to advise the Insurer, in writing, within 60 days of any Insured Person's claim against the third party and to take such action, provide such information and assistance, and execute such paper as the Insurer may require to facilitate enforcement of the claim. The Insured Participant and Insured Person also agree to take no action that may prejudice the Insurer's rights or interests under this Plan. Failure to provide notice of a claim or to cooperate with the Insurer, or actions that prejudice the Insurer's rights or interests, will be material breach of this Plan and will result in the Insured Participant being personally responsible for reimbursing the Insurer.
2. The Insurer will automatically have a lien, to the extent of benefits advanced, upon any recovery that any Insured Person receives from the third party, the third party's insurer, or the third party's guarantor. Recovery may be by settlement, judgment or otherwise. The lien will be in the amount of benefits paid by the Insurer under this Plan for the treatment of the illness, disease, injury or condition for which the third party is liable.

### Benefits for Medicare Eligible Insured Persons

Insured Persons eligible for Medicare receive the full benefits of this Plan, except for those Insured Persons listed below:

1. Insured Persons who are receiving treatment for end-stage renal disease following the first 30 months such Insured Persons are entitled to end-stage renal disease benefits under Medicare, regardless of group size.
2. Insured Persons who are entitled to Medicare benefits as disabled persons, unless the Insured Persons have a current employment status, as determined by Medicare rules, through a Group of 100 or more employees (subject to COBRA legislation).
3. Insured Persons who are entitled to Medicare for any other reason, unless the Insured Persons have a current employment status, as determined by Medicare rules, through a Group of 20 or more employees (subject to COBRA legislation).

In cases where exceptions 1, 2 or 3 apply, the Insurer will determine the Insurer's payment and then subtract the amount of benefits available from Medicare. The Insurer will pay the amount that remains after subtracting Medicare's payment. Please note, the Insurer will not pay any benefit when Medicare's payment is equal to or more than the amount which we would have paid in the absence of Medicare.

**For example:** Assume exception 1, 2 or 3 applies to the Insured Person, and he/she is billed for \$100 of Covered Expense. And assume in the absence of Medicare, the Insurer would have paid \$80. If Medicare pays \$50, the Insurer would subtract that amount from the \$80 and pay \$30. However, if in this example, Medicare's payment is \$80 or more, the Insurer will not pay a benefit.

### Alternate Cost Containment Provision

If it will result in less expensive treatment, the Insurer may approve services under an alternate treatment plan. An alternate treatment plan may include services or supplies otherwise limited or excluded by the Plan. It must be mutually agreed to by the Insurer, the Insured Person, and the Insured Person's Physician, Provider, or other healthcare practitioner. The Insurer's offering an alternate treatment plan in a particular case in no way commits the Insurer to do so in another case, nor does it prevent the Insurer from strictly applying the express benefits, limitations, and exclusions of the Plan at any other time or for any other Insured Person.

### Terms of the Insured Participant's Plan

1. **Entire Contract and Changes:** The entire contract between the Group and the Insurer is as stated in the Policy and the entire contract between the Insured Participant and the Insurer is as stated in the Certificate of Coverage including the endorsements, application, and the attached papers, if any. No change in the Policy or Certificate of Coverage shall be effective until approved by one of the Insurer's officers. This approval must be noted on or attached to the Certificate of Coverage. No agent may change the Policy or waive any of its provisions.
2. **Payment of Premiums:** Premiums are payable in advance. Premiums must be paid monthly including any contributions the Insured Participant must make. The Insurer may change the premium rates from time to time. The Insurer must give the Group written notice of any premium rate change at least 30 days prior to the change. The Insurer may not increase premiums without first providing written notification to the Group at least 30 days prior to the date the increase is to take effect, with the exception of retroactive premium rate increases related to fraud or the intentional misrepresentation of a material fact.
3. **Grace Period:** There is a Grace Period of 31 days allowed for the payment of each premium after the first premium.
4. **Representations:** All statements made by the Insured Participant or the Group shall be considered representations and not warranties. The Insurer must provide the Insured Participant or the Group with a copy of any statements used to contest coverage.
5. **Time Limit on Certain Defenses/Misstatements on the Application:** After two years from the Effective Date of the Policy, the Insurer will not contest the validity of the Policy. After two years from the Insured Participant's Effective Date of Coverage, no misstatements on the Eligible Participant's application may be used to:
  - a. void this coverage, or
  - b. deny any claim for loss incurred or disability that starts after the 2 year period.The above does not apply to fraudulent misstatements.
6. **Legal Actions:** The Insured Person cannot file a lawsuit before 60 days after the Insurer has been given written proof of loss. No action can be brought after 3 years from the time that proof is required to be given.
7. **Conformity With State Statutes:** If any provision of this Plan which, on its Effective Date, is in conflict with the statutes of the state in which the Policyholder resides, it is amended to conform to the minimum requirements of those statutes.

8. **Provision in Event of Partial Invalidity:** If any provision or any word, term, clause, or part of any provision of this Plan shall be invalid for any reason, the same shall be ineffective, but the remainder of this Plan and of the provision shall not be affected and shall remain in full force and effect.
9. **The Claims Process**  
**Notice of Claim:** Within 20 days after an Insured Person receives Covered Services, or as soon as reasonably possible, he/she or someone on his/her behalf, must notify the Insurer in writing of the claim.

#### **Claim Forms**

Within 15 days after the Insurer receive the Insured Person's written notice of claim, the Insurer must:

- a. acknowledge receipt of the claim;
- b. begin any investigation of the claim;
- c. specify the information the Eligible Participant must provide to file proof of loss. (The Insurer can request additional information during the investigation if necessary.)
- d. send the Insured Person any forms the Insurer require for filing proof of loss. If the Insurer does not send the forms within this time period, the Insured Person can file proof of loss by giving the Insurer a letter describing the occurrence, the nature and the extent of the Insured Person's claim. The Insured Person must give the Insurer this letter within the time period for filing proof of loss.

**Proof of Loss:** Within 90 days after the Insured Person receives Covered Services, he/she must send the Insurer written proof of loss. If it is not reasonably possible to give the Insurer written proof in the time required, the Insurer will not reduce or deny the claim for being late if the proof is filed as soon as reasonably possible. Unless the Insured Person is not legally capable, the required proof must always be given to the Insurer no later than one year from the date otherwise required.

All benefits payable under the Plan will be payable immediately upon receipt of due written proof of such loss. Should the Insurer fail to pay the benefits payable under the Plan, the Insurer shall have 15 working days thereafter within which to mail the Insured Person a letter or notice which states the reasons the Insurer may have for failing to pay the claim, either in whole or in part, and which also gives the Insured Person a written itemization of any documents or other information needed to process the claim or any portions thereof which are not being paid. When all of the listed documents or other information needed to process the claim have been received, the Insurer shall then have 15 working days within which to process and either pay the claim or deny it, in whole or in part, giving the Insured Person the reasons the Insurer may have for denying such claim or any portion thereof.

Subject to proof of loss, all accrued benefits payable under the Plan for loss of time will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which the Insurer are liable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of such proof.

**Time Payment of Claims:** Benefits for a loss covered under this Plan will be paid as soon as the Insurer receives proper written proof of such loss. Any benefits payable to the Insured Participant and unpaid at the Insured Participant's death will be paid to the Insured Person's estate.

**Payment of Claims:** The Insurer may pay all or a portion of any indemnities provided for health care services to the health care services provider, unless the Insured Participant directs otherwise in writing by the time proofs of loss are filed. The Insurer cannot require that the services be rendered by a particular health care services provider.

**Assignment of Claim Payments:** The Insurer will recognize any assignment made under the Plan, if:

1. It is duly executed on a form acceptable to the Insurer; and
2. A copy is on file with the Insurer.

The Insurer assumes no responsibility for the validity or effect of an assignment.

**Payment to a Managing Conservator:** Benefits paid on behalf of a covered dependent child may be paid to a person who is not the Insured Participant, if an order issued by a court of competent jurisdiction in this or any other state names such person the managing conservator of the child.

To be entitled to receive benefits, a managing conservator of a child must submit to the Insurer with the claim form, written notice that such person is the managing conservator of the child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as managing conservator. This will not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Insured Participant where the Insured Participant has paid any portion of a medical bill that would be covered under the terms of the Plan.

10. **Misstatement of Age:** If the age of an Insured Person has been misstated, all amounts payable under this Plan shall be such as the premium paid would have purchased at the correct age.
11. **Right to Recovery:** If the Insurer makes benefit payments in excess of the benefits payable under the provisions of the Plan, the Insurer has the right to recover such excess from any persons to, or for, or with respect to whom, such payments were made.

12. **Plan Administrator – COBRA and ERISA.** In no event will the Insurer be plan administrator for the purpose of compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the Employee Retirement Income Security Act (ERISA). The term “plan administrator” refers either to the Group or to a person or entity other than the Insurer, engaged by the Group to perform or assist in performing administrative tasks in connection with the Group’s health plan. The Group is responsible for satisfaction of notice, disclosure and other obligations of administrators under ERISA. In providing notices and otherwise performing under the Continuation (COBRA) section of this certificate (if applicable), the Group is fulfilling statutory obligations imposed on it by federal law and, where applicable, acting as the Eligible Participant’s agent.
13. **Waiver of Rights:** Failure by the Insurer to enforce or require compliance with any provision herein will not waive, modify or render such provision unenforceable at any other time, whether the circumstances are or are not the same.
14. **Physical Exam and Autopsy:** The Insurer has the right to require a medical examination, at reasonable intervals, or an autopsy, where not prohibited by law, when a claim is made. If an examination or autopsy is required, the Insured Participant will not have to pay for it.
15. **Required Information:** The Group will furnish the Insurer all information necessary to calculate the Premium and all other information that the Insurer may require. Failure of the Group to furnish the information will not invalidate any insurance, nor will it continue any insurance beyond the last day of coverage. The Insurer has the right to examine any records of the Group, any person, company or organization which may effect the Premiums and benefits of the Plan.

The Insurer’s right to examine any records exists:

1. During the time the Plan is in force; or
2. Until the Insurer pay the last claim.

The Insurer is not responsible for any claim for damages or injuries suffered by the Insured Person while receiving care in any Hospital, Ambulatory Surgical Center, skilled nursing facility, or from any Provider. Such facilities are providers act as independent contractors and not as employees, agents or representatives of the Insurer.

The Insurer is entitled to receive from any provider of service information about the Insured Person which is necessary to administer claims on the Insured Person’s behalf. This right is subject to all applicable confidentiality requirements. By submitting an application for coverage, the Insured Participant has authorized every provider furnishing care to disclose all facts pertaining to the Insured Participant’s and his/her Insured Dependent’s care, treatment, and physical condition, upon the Insurer’s request. The Insured Participant agrees to assist in obtaining this information if needed.

Payments of benefits under this Plan neither regulate the amounts charged by providers of medical care nor attempt to evaluate those services.

**Grievance Procedures:** If the Insured Person’s claim is denied in whole or in part, he/she will receive written notification of the denial. The notification will explain the reason for the denial.

The Insured Person has the right to appeal any denial of a claim for benefits by submitting a written request for reconsideration with the Insurer. Requests for reconsideration must be filed within 60 days after receipt of the written notification of denial. When the Insurer receives the Insured Person’s written request, the Insurer will review the claim and arrive at a determination.

There will be made available to the Insured Person, a member services representative to assist the Insured Person throughout the grievance process. The Insured Person also has a right to designate an outside independent representative to assist the Insured Person or the Insured Person’s member services representative through the grievance process.

The Insurer will respond to grievances it receives within 45 business days of receipt of the grievance. The insurer will inform the Insured Person in writing of the decision regarding the Insured Person’s grievance.

All communications regarding the grievance/appeals process will be recorded, documented and maintained for at least 3 years.

If the matter is still not resolved to the Insured Person’s satisfaction, he/she may appeal any grievance decision resulting in a denial, termination, or other limitation of covered health care services by requesting a second review of the claim by sending the Insurer a written request for a second reconsideration. This written request must be filed within 60 days of the Eligible Participant’s receipt of the Insurer’s written notification of the result of the first review. If the issue involves a dispute over the coverage of medical services, or the extent of that coverage, the second review will be completed by physician consultants who did not take part in the initial reconsideration. The Insured Person will be informed, in writing, of the Insurer’s final decision.

There shall be three levels of appeal of a grievance decision.

**Informal Internal Review:** An Informal Internal Review shall consist of the Insured Person’s right to discuss and appeal the insurer’s grievance decision with the insurer’s medical director or with the physician or health care provider designee who rendered the decision.

If an appeal is from a determination regarding urgent or emergency care, the insurer shall conclude the appeal within 24 hours of receiving notification of appeal from the Insured Person or his/her member service's representative. All other concurrent or prospective appeals conducted pursuant to this section shall be conducted by the insurer within 14 business days, unless the medical circumstances surrounding the case require the insurer to respond sooner.

If the Informal Internal Review is not concluded to the Insured Person's satisfaction, the insurer shall provide the Insured Person with a written explanation of the decision, which shall, at a minimum, consist of:

1. The reviewer's understanding of the grievance;
2. The reviewer's decision in clear terms;
3. The contract basis or medical rationale in enough detail for the member or member representative to understand and to respond to the insurer's position; and
4. All applicable instructions, including the telephone numbers and titles of persons to contact and time frames to appeal the decision to the next stage of appeal.

If still dissatisfied, the Insured Person or his/her member representative has a right to engage in a second level appeal.

If you are dissatisfied with the resolution reached through the insurer's internal grievance system regarding medical necessity, you may contact the Director, Office of the Health Care Ombudsman and Bill of Rights at the following:

For Medical Necessity cases:           District of Columbia Department of Health Care Finance  
Office of the Health Care Ombudsman and Bill of Rights  
825 North Capital Street, N.E. - 6th Floor  
Washington, D.C. 20002  
1(877) 685-1397   Fax: (202)478-1397

If you are dissatisfied with the resolution reached through the insurer's internal grievance system regarding all other grievances, you may contact the Commissioner at the following:

For Non-Medical Necessity cases:   Gennet Purcell, Commissioner  
Department of Insurance, Securities and Banking  
810 First St. N.E., 7th Floor  
Washington, D.C. 20002  
(202) 727-8000   Fax: (202) 354-1085

**Formal Internal Review:** If dissatisfied with the Informal Internal Review decision, the Covered Person shall have a right to appeal before a reviewer or panel of physicians, or advanced practice registered nurses, or other health care professionals selected by the insurer.

The panel of reviewers selected by the insurer shall not have been involved in the initial grievance decision under review.

For all reviews which require medical expertise, the medical reviewer or in the case of a panel of reviewers, the panel shall consist of at least one medical reviewer who is trained or certified in the same specialty as the matter at issue.

A medical reviewer shall be a physician, or an advanced practice registered nurse or other appropriate health care provider possessing a non-restricted license to practice or provide care anywhere in the United States and have no history of disciplinary action or sanctions pending or taken against them by any governmental agency or professional regulatory body.

A medical reviewer shall be certified by a recognized specialty board in the areas appropriate to review.

All Formal Internal Reviews will be acknowledged by the insurer within 10 business days of receipt.

If the Formal Internal Appeal is from a determination regarding urgent or emergency care, the insurer shall conclude the appeal within 24 hours of receiving notification of appeal from the covered person or his/her member representative. All other concurrent or prospective appeals conducted pursuant to this section shall be conducted by the insurer within 30 business days, unless the medical circumstances surrounding the case require the insurer to respond sooner. The time may be extended at the request of the Insured Person or his/her member services representative.

If the Formal Internal Review is not concluded to the Insured Person's satisfaction, the insurer shall provide the Insured Person with a written explanation of the decision, which shall, at a minimum, consist of:

1. The reviewer's understanding of the grievance;
2. The reviewer's decision in clear terms;
3. The contract basis or medical rationale in enough detail for the member or member representative to understand and to respond to the insurer's position; and
4. All applicable instructions, including the telephone numbers and titles of persons to contact and time frames to appeal the decision to the next stage of appeal.

If the Insured Person or his/her member representative is dissatisfied with the Formal Internal Review decision, he/she may pursue an external grievance.

If the insurer fails to comply with any of the deadlines for completion of a formal internal appeal, the Insured Person or his/her member representative shall be relieved of his/her obligations under the Formal Internal Review Process and may proceed directly to the external appeal process.

**External Grievance Process:** If dissatisfied with the decision rendered in a Formal Internal Review, the Insured Person may pursue an External Review before an independent review organization.

Within 30 business days from receipt of a written decision of the formal internal appeal panel, the Insured Person shall file a written request with the director for an external review along with a signed release, allowing the insurer to release medical records pertinent to the appeal.

Upon receipt of the request for an external appeal, together with the executed release form, the Director shall determine whether:

1. The individual was or is a member of the health benefits plan;
2. The health care service which is the subject of the appeal reasonably appears to be a service covered by the health benefits plan;
3. The member or member representative has fully complied with the informal and formal internal appeals processes; and
4. The member or member representative has provided all information required by the independent review organization and the Director to make the preliminary determination, including the appeal form, and a copy of any information provided by the insurer regarding its decision to deny, reduce, or terminate a covered service, and the release form required pursuant to subsection (b) of this section.

Upon completion of the preliminary review, the Director shall notify the member or member representative and insurer in writing as to whether the appeal has been accepted for processing. If the appeal is accepted by the Director, the Director shall assign the appeal to an independent review organization for full review. If the appeal is not accepted by the Director, the Director shall provide a statement of the reasons for the non-acceptance to the member or member representative and the insurer.

The staff of the independent review organization that is assigned to the appeal shall have meaningful prior experience in performing utilization review, peer review, quality of care assessment or assurance, or the hearing of appeals. Any independent review organization, its staff, and its professional and medical reviewers, shall not have any material, professional, familial, or financial affiliation with the insurer that is a party to the appeal.

The Director may waive exhaustion of the informal and formal appeals process as a prerequisite for proceeding to the external appeals process in cases of emergency or urgent care.

The insurer shall provide timely access to all its records relating to the matter under review and to all provisions of the health benefits plan or health insurance coverage, including any evidence of coverage, "member handbook", certificate of insurance or contract and health benefits plan relating to the matter.

Upon acceptance of the appeal for processing, the independent review organization shall conduct a full review to determine whether, as a result of the insurer's decision, the member was deprived of any service covered by the health benefits plan.

The full review of an appeal of a health benefits decision shall be initially conducted by at least 2 physicians licensed to practice medicine in the District of Columbia, Maryland, or Virginia. On an exceptions basis, when necessary based on the medical, surgical, or mental condition under review, the independent review organization may select medical reviewers licensed anywhere in the United States who have no history of disciplinary action or sanctions pending or taken against them by any governmental or professional regulatory body.

In reaching a determination, the independent review organization shall take into consideration all pertinent medical records, consulting physician reports, and other documents submitted by the parties, any applicable generally accepted practice guidelines developed by the federal government, national or professional medical societies, boards and associations, any applicable clinical protocols or practice guidelines developed by the insurer, and may consult with such other professionals as appropriate and necessary.

The member or member representative and one insurer representative may request to appear in person before the independent review organization.

The independent review organization shall conduct the hearing in the District of Columbia. The independent review organization's procedures for conducting a review, when the member or member representative or the insurer has requested to appear in person, shall include the following:

1. The independent review organization shall schedule and hold a hearing as soon as possible after receiving a request from a member or member representative or from an insurer representative to appear before the independent review organization. The independent review organization shall notify the member or member representative and insurer representative, either orally or in writing, of the hearing date and location. The independent review organization shall not unreasonably deny a request for postponement of the hearing made by the member or member representative or insurer representative.
2. A member or member representative and an insurer representative shall have the right to the following:
  - a. To attend the independent review organization hearing;
  - b. To present his or her case to the independent review organization;
  - c. To submit supporting material both before and during the hearing;
  - d. To ask questions of any representative of the independent review organization; and
  - e. To be assisted or represented by a person of his or her choice.

When necessary, the independent review organization shall consult with a physician or advance practice registered nurse trained in the same specialty or area of practice as the type of treatment that is the subject of the grievance and appeal. All final recommendations of the independent review organization shall be approved by the medical director of the independent review organization.

The independent review organization shall complete its review and issue its recommended decision as soon as possible in accordance with the medical exigencies of the case. Except as provided for in this subsection, the independent review organization shall complete its review within 30 business days, or 72 hours in the case of an expedited appeal, from the time the Director assigns the appeal to the independent review organization. An insurer shall provide all documentation to the independent review organization within 5 days of receipt of the notice of approval of the appeal by the Director, or within 24 hours of receipt of the notice of approval of the grievance, for an expedited review. If an insurer does not provide the independent review organization all documentation required by this subsection within the time frames, or obtain the necessary extensions, the independent review organization may decide the appeal without receiving the information. The independent review organization shall extend its review for a reasonable period of time as may be necessary due to circumstances beyond its or the insurer's control, but only when the delay will not result in increased medical risk to the member. In such an event, the independent review organization shall, prior to the conclusion of the initial review period, provide written notice to the member or member representative and to the insurer setting forth the status of its review and the specific reasons for the delay.

If the independent review organization determines that the member was deprived of medically necessary covered services, the independent review organization shall recommend to the Director the appropriate covered health care services the member should receive. The Director shall forward copies of the recommendation to the member or member representative and the insurer.

When necessary, the independent review organization shall refer a case for review to a consultant physician or other health care provider in the same specialty or area of practice who would generally manage the type of treatment that is the subject of the appeal. All final recommendations of the independent review organization shall be approved by the medical director of the independent review organization.

The decision of the independent review organization shall be nonbinding on all parties and shall not affect any other legal causes of action.

This section shall not apply in cases directly involving Medicaid benefits.

Any appeal brought pursuant to this section by a member involving coverage provided pursuant to the Medicaid program shall be resolved in accordance with federal and District of Columbia laws, regulations, and procedures established for fair hearings and appeals for the Medicaid program.

The Insurer shall not take any retaliatory action, such as refusing to renew or canceling coverage, against the Eligible Participant or the Group because the Eligible Participant, the Group, or any person acting on the Eligible Participant's or the Group's behalf, has filed a complaint against the Insurer or has appealed a decision made by the Insurer.

In the case of a reduction or a termination of services that is contrary to the recommendations of the treating physician or advance practice registered nurse, an insurer shall provide a member or member representative with 24 hours prior verbal notification, followed by a written decision as soon as practical.

The Insurer will meet any Notice requirements by mailing the Notice to the Group at the billing address listed on our records. The Group will meet any Notice requirements by mailing the Notice to:

4 Ever Life Insurance Company  
c/o Worldwide Insurance Services, LLC  
933 First Avenue  
King of Prussia, PA 19406  
Toll Free: 1.855.481.6647

If the Insured Person is dissatisfied with the insurer's resolution, the Insured Person has a right to contact the Director of Insurance.

**Dispute Resolution**

All complaints or disputes relating to coverage under this Plan must be resolved in accordance with the Insurer's grievance procedures. Grievances may be reported by telephone or in writing. All grievances received by the Insurer that cannot be resolved by telephone conversation (when appropriate) to the mutual satisfaction of both the Insured Person and the Insurer will be acknowledged in writing, along with a description of how the Insurer proposes to resolve the grievance.

The Insurer shall not take any retaliatory action, such as refusing to renew or canceling coverage, against the Insured Participant and his/her Insured Dependents or the Group because the Insured Participant's, the Group's, or any person's action on the Insured Person's or the Group's behalf, has filed a complaint against the Insurer or has appealed a decision made by the Insurer.

**4 Ever Life Insurance Company**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, Illinois 60181**  
**(800) 621-9215**  
**Administrative Office: c/o Worldwide Insurance Services, LLC**  
**933 First Avenue, King of Prussia, PA 19406**

**Endorsement to Policy/Certificate**  
**State of South Dakota**

This Endorsement is made part of the policy/certificate to which it is attached as of the effective date of such policy/certificate.

By attachment of this Endorsement, it is understood and agreed that the insurance under the policy/certificate is amended, with respect to Covered Persons residing in the state of State of South Dakota, as follows:

**This limited health benefits plan does not provide comprehensive medical coverage.**  
**It is a basic or limited benefits policy and is not intended to cover all medical expenses.**  
**This plan is not designed to cover the costs of serious or chronic illness.**

1. The **Excess Coverage** provision is deleted in its entirety.
2. **Section III, Definitions, Illness** is deleted in its entirety and replaced with the following:  

An Illness is a sickness, disease, or condition of an Insured Person which manifests itself after the Insured Person's Effective Date.
3. **Section VI, Exclusions and Limitations: What the Plan does not pay for; Excluded Services;** Item 2 Services not specifically listed in this Plan as Covered Services, is deleted in its entirety.
4. **Section VI, Exclusions and Limitations: What the Plan does not pay for; Excluded Services;** Item 10 is deleted in its entirety and replaced with the following:
  10. Services for any condition for which benefits are recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law.
5. **Section VI, Exclusions and Limitations: What the Plan does not pay for; Excluded Services;** Item 13 is deleted in its entirety and replaced with the following:
  13. Conditions caused by or contributed by (1) The inadvertent release of nuclear energy when government funds are available for treatment of Illness or Injury arising from such release of nuclear energy; (b) An Insured Person participating in the military service of any country; (c) An Insured Person participating in an insurrection, rebellion, or riot; (d) Services received for any condition caused by an Insured Person's commission of, or attempt to commit a felony or to which a contributing cause was the Insured Person being engaged in an illegal occupation;(e) An Insured Person voluntarily using illegal or prescription drugs during the commission of a felony.
6. **Section VI, Exclusions and Limitations: What the Plan does not pay for; Excluded Services;** Item 15 is amended to include the following:
  15. Treatment by family members will not be excluded if it is the only doctor in the area provided that the doctor is acting within the scope of their practice.
7. **Section VIII, General Provisions, Terms of the Insured Participant's Plan; Payment of Premiums** is deleted in its entirety and replaced with the following:

**Payment of Premiums:** Premiums are payable in advance. Premiums must be paid monthly including any contributions the Insured Participant must make. The Insurer may change the premium rates from time to time. The Insurer must give the Group written notice of any premium rate change at least 45 days prior to the change. The Insurer may not increase premiums without first providing written notification to the Group at least 45 days prior to the date the increase is to take effect, with the exception of retroactive premium rate increases related to fraud or the intentional misrepresentation of a material fact.



8. **Section VIII, General Provisions, Terms of the Insured Participant's Plan**, is amended to include the following:

**New Members:** New members and Eligible Dependents may be added to the Group originally insured from time to time in accordance with the terms of the policy.

9. **Section VIII, General Provisions, Dispute Resolution**, is amended to delete the first sentence.

**THIS ENDORSEMENT IS SUBJECT TO ALL PROVISIONS OF THE POLICY/CERTIFICATE NOT INCONSISTENT HEREWITH.**

  
PRESIDENT

  
SECRETARY