

## DEFINITIONS

**"Accident" or "Accidental"** means an event, independent of Illness or self inflicted means, which is the direct cause of bodily Injury to an Insured Person.

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or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

**"Amateur or Interscholastic Athletics"** means a sponsored and/or organized league.

**"Baseline Mammogram"** means a screening mammogram that is used as a comparison for future examinations.

**"Certificate"** means a document created from the Master Policy, the Insured Person's Application and any endorsements, riders or amendments that will attach during the Insured Person's Period of Coverage.

**"Child"** means the Primary Insured Person's step-child or a Child under the Insured Person's legal guardianship, but only if such Child depends on the Primary Insured Person's support and maintenance and lives with the Primary Insured Person in a parent-Child relationship. The term Child does not include a foster Child who is eligible for benefits provided by a governmental program or law, unless required by the law of the State.

**"Class"** means a group of people defined by a common characteristic, including but not limited to demographic group and geographic region.

**"Coinsurance"** means the percentage amount of eligible Covered Expenses, after the Deductible, which are the responsibilities of the Insured Person and must be paid by the Insured Person. The Coinsurance amount is stated in Section II, Schedule of Benefits, under each stated benefit.

**"Company"** will be the company shown on the declarations page.

**"Complications of Pregnancy"** means any or all of the following conditions which are made worse by, occur during, or are caused by pregnancy: acute nephritis, nephrosis, cardiac decompensation, missed abortion, hyperemesis gravidarum, ectopic pregnancy that is ended, non-elective cesarean section, pre eclampsia, gestational diabetes, spontaneous end of pregnancy which occurs when a viable birth is not possible, and other medical problems of similar severity.

**"Co-Payment"** means a specified charge that the Insured Person is required to pay when a medical service is rendered.

**"Cosmetic Surgery"** means the surgical alteration of tissue primarily for the improvement of appearance rather than to improve or restore bodily functions.

**"Covered Expenses"** means expenses which are for Medically Necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary charges; incurred while insured under this Policy; and are not listed under Section 6, Limitations and Exclusions, and which do not exceed the maximum limits shown in Section II, Schedule of Benefits, under each stated benefit will follow the definition of "Eligible Benefit."

**"Deductible"** means the amount of eligible Covered Expenses which are the responsibility of each Insured Person and must be paid by each Insured Person before benefits under the Policy are payable by the Company. The Deductible amount is stated in Section II, Schedule of Benefits, under each stated benefit.

**"Dentist"** means a legally licensed doctor of dental surgery; dental medicine or dental science. A dental hygienist who works within the scope of his/her license, under the supervision of a Dentist, is a covered practitioner.

**"Dependent"** means the spouse who is legally married to the Primary Insured Person; the Primary Insured Person's unmarried Child from birth until his/her 18<sup>th</sup>, 19<sup>th</sup> birthday; or the Primary Insured Person's unmarried Child who is over 18 years old but not older than 23 years old and is enrolled as a full-time student at an accredited school or college and is not employed on a full-time basis and is dependent on the Primary Insured Person for his/her support and maintenance. The age limits that apply to Dependent Child(ren) will not apply to any insured Child of the Primary Insured Person who remains dependent on the Primary Insured Person for support and maintenance because he a

she becomes incapable of working due to a physical handicap or retardation which occurs: before reaching the age limit; and while insured under this Policy or any prior plan, provided such Child was insured on the date of termination of the prior plan.

**“Disablement”** as used with respect to medical expenses means an Illness or an Accidental bodily Injury necessitating medical treatment by a Physician as defined in this Policy.

**“Effective Date”** means the date the Insured’s Persons coverage under this Policy begins. The Effective Date of this Policy is the later of the following:

1. The Date the Company receives a completed Application and correct premium for the Policy Period. or
2. The Effective Date requested on the Application. or
3. The moment the Insured Person exits their Home Country airspace or
4. The Date the Company approves the Application. or
5. The Effective Date of the Policy or
6. The Date requested by the Participating Organization.

**“Elective Surgery”** means surgery or medical treatment which is not necessitated by a pathological or traumatic change in the function or structure in any part of the body first occurring after the Insured’s effective date of coverage. Elective Surgery includes, but is not limited to, circumcision, tubal ligation, vasectomy, breast reduction, sexual reassignment surgery, and submucous resection and/or other surgical correction for deviated nasal septum, other than for necessary treatment of covered acute purulent sinusitis. Elective Surgery does not apply to cosmetic surgery required to correct a covered Accident.

**“Elective Treatment”** means surgery or medical treatment which is not necessitated by a pathological or traumatic change in the function or structure in any part of the body first occurring after the Insured’s effective date of coverage. Elective Treatment includes, but is not limited to, treatment for acne, nonmalignant warts and moles, weight reduction, infertility, learning disabilities.

**“Eligible Benefits”** means benefits payable by the Company to reimburse expenses which are for Medically Necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary charges; incurred while insured under this Policy; and are not listed under Section 6, Limitations and Exclusions, and which do not exceed the maximum limits shown in Section II, Schedule of Benefits under each stated benefit.

**“Emergency”** means a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person’s life or limb in danger if medical attention is not provided within 24 hours.

**“Emergency Admission”** means care provided to an Insured who experiences a sudden or unexpected medical condition resulting from an Injury or Illness. Such condition must be one which manifests itself by acute symptoms which are so sufficiently severe that without immediate confinement or medical/surgical intervention, the Insured could reasonably expect that:

1. his or her life or health would be in serious jeopardy,
2. his or her bodily functions would be seriously impaired; or a body organ or part would be seriously injured.

**“Experimental/Investigational”** means all services or supplies associated with:

- 1) treatment or diagnostic evaluation which is not generally and widely accepted in the practice of medicine in the United States of America or which does not have evidence of effectiveness documented in peer reviewed articles in medical journals published in the United States. For the treatment or diagnostic evaluation to be considered effective such articles should indicate that it is more effective than others available: or if less effective than other available treatments or diagnostic evaluations, is safer or less costly;
- 2) A drug which does not have FDA marketing approval;
- 3) A medical devise which does not have FDA marketing approval; or has FDA approval under 21 CFR 807.81, but does not have evidence of effectiveness for the proposed use documented in peer reviewed articles in

medical journals published in the United States. For the device to be considered effective, such articles should indicate that it is more effective than other available devices for the proposed use; or if less effective than other available devices, or is safer or less costly. The company will make the final determination as to whether a service or supply is Experimental/Investigational.

**"Family Member"** means a spouse, parent, sibling or Child of the Insured Person.

**"Home Country"** means the country where an Insured Person has his or her true, fixed and permanent home and principal establishment.

**"Hospital"** as used in this Policy means except as may otherwise be provided, a Hospital (other than an institution for the aged, chronically ill or convalescent, resting or nursing homes) operated pursuant to law for the care and treatment of sick or Injured persons with organized facilities for diagnosis and Surgery and having 24-hour nursing service and medical supervision.

Hospital does not mean:

- a convalescent, nursing, or rest home or facility, or a home for the aged;
- a place mainly providing custodial, educational, or rehabilitative care; or
- a facility mainly used for the treatment of drug addicts or alcoholics.

**"Illness"** wherever used in this Policy means sickness or disease of any kind contracted and commencing after the Effective Date of this Policy and Disablement covered by this Policy.

**"Incident"** or **"Occurrence"** means all Illnesses that exist simultaneously and which are due to the same or related causes are considered to be one Incident. Further, if an Illness is due to causes which are the same as or related to the causes of a prior Illness, the Illness will be deemed to be a continuation of the prior Illness and not a separate Incident. All Injuries due to the same Accident will be deemed to be one Incident.

**"Incidental Trip"** means a trip for up to 90 days per 12 months of coverage.

**"Injury"** wherever used in this Policy means Accidental bodily Injury or Injuries caused by an Accident. The Injury must be the direct cause of the Loss, independent of disease or bodily infirmity. Any Loss due to Injury must begin after the Effective Date of this Policy.

**"Inpatient"** means an Insured Person who is confined in an institution and is charged for room and board.

**"Insurance"** means the coverage that is provided under this Policy.

**"Insured Person(s)"** means a person eligible for coverage under the Policy as defined in Section I, Declarations #3 "Eligible Persons" who has applied for coverage and is named on the application and for whom the company has accepted premium. This may be the Primary Insured Person or Dependent(s).

**"Intensive Care Unit"** means a cardiac care unit or other unit or area of a Hospital which meets the required standards of the Joint Commission on Accreditation of Hospitals for Special Care Units.

**"Loss"** in reference to quadriplegia, paraplegia, hemiplegia, and uniplegia, means the complete and irreversible paralysis of such limbs and with regard to hands and feet, actual severance through and above the wrist or ankle joints, and with regard to eyes, entire irrecoverable Loss of sight and with regard to thumb and index finger, actual severance through or above the joint that meets the finger at the palm. Loss in reference to other coverages means injury or damage sustained by the Insured in consequence of happening of one or more of the accidents against which the Company has undertaken to indemnify the Insured

**"Maximum Benefit"** means the largest total amount of Covered Expenses that the Company will pay for the Insured.

**"Medically Necessary"** or **"Medical Necessity"** means services and supplies received by the Insured Person that are determined by the Company to be: 1) appropriate and necessary for the symptoms, diagnosis, or direct care and treatment of the Insured Person's medical conditions; 2) within the standards the organized medical community deems good medical practice for the Insured Person's condition; 3) not provided solely for educational purposes or primarily for the convenience of the Insured Person, the Insured Person's Physician or another Service Provider or person; 4) not Experimental/Investigational or unproven, as recognized by the organized medical community, or which are used for any type of research program or protocol; and 5) not excessive in scope, duration, or intensity to provide safe and adequate, and appropriate treatment. For Hospital stays, this means that acute care as an Inpatient is necessary due

to the kinds of services the Insured Person is receiving or the severity of the Insured Person's condition, in that safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting. The fact that any particular Physician may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make such treatment Medically Necessary or make the charge a Covered Expense under this Policy.

**"Medicine"** or **"Medications"** means the drugs prescribed or dispensed to the Insured Person, by a licensed Physician, as a result of a Covered Expense. Medicine or Medication means the generic equivalent of a drug, or if the generic equivalent is not available, the brand name drug.

**"Member"** means hand, foot or eye.

**"Mental Illness"** means any condition or disease listed in the most recent edition of the International Classification of Diseases as a mental disorder, which clinically significant behavioral or psychological disorder marked by a pronounced deviation from a normal healthy state and associated with a present painful symptom or impairment in one or more important areas of functioning. This disease must not be merely an expectable response to a particular stimulus. Mental Illness does not mean learning disabilities, attitudinal disorders or disciplinary problems.

**"Nurse"** means a person who has been registered or licensed to practice by the State Board of Nurse Examiners or other state authority in the state where he or she works, and who is practicing within the scope and limitation of that license. The term Nurse will not include the Insured Person or his/her spouse, children, brothers, sisters, or parents, or any person residing in his/her household.

**"Outpatient"** means an Insured Person who receives care in a Hospital or another institution, including; ambulatory surgical center; convalescent/skilled nursing facility; or Physician's office, for an Illness or Injury, but who is confined and is not charged for room and board.

**"Outpatient Surgical Facility"** means a surgical or medical center which has (1) permanent facilities for surgery; (2) organized medical staff of Physicians and registered graduate nurses; (3) is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under law.

**"Participating Organization"** means any organization that has been approved by the Company to sponsor coverage under this Policy.

**"Participating Provider Network"** means the Hospitals, Physicians, or other Service Providers who have entered into a contractual agreement with the Company to provide Hospital and medical services to Insured Persons at negotiated fee.

**"Policy Period"** or **"Period of Coverage"** means the period of coverage issued by the Company to the Insured Person, typically beginning with the Effective Date and ending with the Termination Date or the date coverage is renewed by the Company.

**"Permanent Residence"** means the country where an Insured Person has his or her true, fixed and permanent home and principal establishment, and to which he or she has the intention of returning.

**"Physical Medicine"** means Treatment prescribed by a Physician including diathermy, ultrasonic, whirlpool or heat Treatment, adjustments, manipulation, massage or any form of physical therapy and/or office visits connected with such Treatment.

**"Physician"** as used in this Policy means a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform Surgery in accordance with the laws of the jurisdiction where such professional services are performed, however, such definition will exclude chiropractors and physiotherapists.

**"Policy"** means this document, the Application of the Policyholder and the Participating Organization and any endorsements, riders or amendments that will attach during the Period of Coverage.

**"Policyholder"** means the Policyholder shown on the face page of this Policy.

**"Pre-existing Condition"** for the purposes of this Policy means Any Injury or Illness which meets the following criteria

- 1) A condition that would have caused a person to seek medical advice, diagnosis, care or treatment during the 12 months prior to the Effective Date of coverage under this Policy;
- 2) a condition for which manifestation, medical advice, diagnosis, care or treatment was recommended, received or noticed during the 12 months prior to the Effective Date of coverage under this Policy;

- 3) expenses for a Pregnancy within 10 months of the Effective Date of coverage under this Policy, except as specified below:
  - a. If the Insured Person does not receive medical care or services, including prescription drugs or other medical supplies, and is not under the care of a Physician with respect to the Pre-Existing Condition or related condition(s), for a period of 18 consecutive months beginning on or after the first day of coverage, the preexisting condition exclusion will no longer apply and any eligible charges incurred after the treatment free period will be considered for reimbursement; or
  - b. If the Injured Person is covered under the Policy for 12 consecutive months, the Pre-Existing Condition exclusion will no longer apply and any eligible expenses incurred thereafter will be considered for reimbursement;

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

**"Primary Insured Person"** means the person on the Application, who is listed as the Primary Insured, and whom may have Dependents who are Insured Persons.

**"Reasonable and Customary"** means the maximum amount that the Company determines is Reasonable and Customary for Covered Expenses the Insured Person receives, up to but not to exceed charges actually billed. The Company's determination considers:

- 1) amounts charged by other Service Providers for the same or similar service in the locality were received, considering the nature and severity of the bodily Injury or Illness in connection with which such services and supplies are received;
- 2) any usual medical circumstances requiring additional time, skill or experience; and
- 3) other factors the Company determines are relevant, including but not limited to, a resource based relative value scale. For a Service Provider who has a reimbursement agreement, the Reasonable and Customary charge is equal to the amount that constitutes payment in full under any reimbursement agreement with the Company. If a Service Provider accepts as full payment an amount less than the negotiated rate under a reimbursement agreement, the lesser amount will be the maximum Reasonable and Customary charge. The Reasonable and Customary charge is reduced by any penalties for which a Service Provider is responsible as a result of its agreement with the Company.

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

**"Relative"** means spouse, parent, sibling, Child, grandparent, grandchild, step-parent, step-child, step-sibling, in-laws (parent, son, daughter, brother and sister), aunt, uncle, niece, nephew, legal guardian, ward, or cousin of the Insured Person.

**"Return of Mortal Remains"** means the transport of bodily remains or ashes of an Insured person to their Home Country.

**"Screening Mammogram"** means a low dose x-ray used to visualize the internal structure of the breast.

**"Service Provider"** means a Hospital, convalescent/skilled nursing facility, ambulatory surgical center, psychiatric Hospital, community mental health center, residential treatment facility, psychiatric treatment facility, alcohol or drug dependency treatment center, birthing center, Physician, Dentist, chiropractor, licensed medical practitioner, nurse, medical laboratory, assistance service company, air/ground ambulance firm, or any other such facility that the Company approves.

**"Sickness"** means illness or disease contracted and causing loss commencing while the policy is in force as to the Insured Person whose Sickness is the basis of claim. Any complication or any condition arising out of a Sickness for which the Covered Person is being treated or has received Treatment will be considered as part of the original Sickness.

**"Spinal Manipulation"** means outpatient treatment in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference as a result of or related to distortion, misalignment or subluxation of or in the vertebral column.

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

**“Surgery or Surgical Procedure”** means an invasive diagnostic procedure; or the treatment of Illness or Injury by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

**“Termination Date”** means the date the Insured Person’s Coverage terminates under this Policy; The Termination Date of coverage for an Insured Person is the earlier of the following:

1. The date shown on the Certificate issued by the Company or
2. The end of the period for which premium has been paid or
3. The date the Insured Person fails to be considered an Eligible Person or
4. The date the Insured Person becomes a permanent resident of the United States or
5. The date the Insured Person’s participation in the Program terminates or
6. The date the Policy is terminated.

**“Treatment”** means consultation, diagnostic procedures and services, Surgery, medical services and supplies including medication prescribed or provided by a Service Provider.

**“We, Us or Our”** means the Insurance Company

**“You” or “Your”** means the Insured Person.

## Exclusions

1. Pre-Existing Conditions, as defined in the Definitions section;
2. Injury or Illness which is not presented to the Company for payment within 6 months immediately following the Incident or Benefit Period;
3. Charges for treatment which is not Medically Necessary;
4. Charges provided at no cost to the Insured Person;
5. Charges incurred for Surgery or treatments which are, Experimental/Investigational, or for research purposes;
6. Suicide or any attempt thereof, while sane or self destruction or any attempt thereof, while sane;
7. Any consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to, or arising in connection with:
  - a. war, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not), or civil war.
  - b. mutiny, riot, strike, military or popular uprising insurrection, rebellion, revolution, military or usurped power.
  - c. any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.
  - d. martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege (hereinafter for the purposes of this Exclusion called the "Occurrences").

Any consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise), whether directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to, arising in connection with, any of the said Occurrences will be deemed to be consequences for which the Company will not be liable under this Policy except to the extent that the Insured Person will prove that such consequence happened independently of the existence of such abnormal conditions;
8. Injury sustained while participating in professional athletics;
9. Injury sustained while participating in Amateur or Interscholastic Athletics; **unless otherwise covered under this Policy in Section II Schedule of Benefits;**
10. Routine physicals, immunizations or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or x-ray examinations, except in the course of a Disablement established by a prior call or attendance of a Physician unless otherwise covered under this Policy;
11. Services or supplies performed or provided by a Relative of the Insured Person, or anyone who lives with the Insured Person;
12. Cosmetic or plastic Surgery, except as the result of a covered Accident; for the purposes of this Policy, treatment of a deviated nasal septum will be considered a cosmetic condition;

13. Eye refractions or eye examinations for the purpose of prescribing corrective lenses for eye glasses or for the fitting thereof, unless caused by Accidental bodily Injury incurred while insured hereunder;
14. Congenital abnormalities and conditions arising out of or resulting therefrom, unless otherwise covered under this Policy;
15. Expenses as a result or in connection with intentionally self-inflicted Injury or Illness;
16. Expenses as a result or in connection with the commission of a felony offense;
17. Treatment paid for or furnished under any other individual or group policy or other service or medical pre-payment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government program or facility set up for treatment without cost to any individual;
18. Injuries for which benefits are payable under any no-fault automobile Insurance Policy;
19. Dental care, except as the result of Injury to natural teeth caused by Accident, unless otherwise covered under this Policy;
20. Drug, treatment or procedure that either promotes or prevents conception, or prevents childbirth, including but not limited to: artificial insemination, treatment for infertility or impotency, sterilization or reversal thereof, or abortion limited to \$500;
21. Duplicate services actually provided by both a certified nurse-midwife and a Physician;
22. Injury sustained as the result of the Injured Person operating a motor vehicle while not properly licensed to do so in the jurisdiction in which the motor vehicle accident takes place;
23. Private-duty nursing services;
24. Sex change operations, or for treatment of sexual dysfunction or sexual inadequacy;
25. Weight reduction programs or the surgical treatment of obesity;