



## **Seven Corners Travel Medical Basic**

INSURANCE FOR U.S. RESIDENTS

Covers worldwide trips excluding the United States



**SEVEN CORNERS**  
TRAVEL INSURANCE

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*Words shown with Capitalization have a particular defined meaning in Section 10. You should refer to the Definitions to obtain the full meaning of such terms.*

*Also, where the context requires:*

- a. words in the singular will include the plural and vice versa;*
- b. words expressed in one gender shall include all genders;*
- c. references to 'a person' shall include any individual, company, partnership, or any other legal entity; and*
- d. references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.*

**POLICYHOLDER:** Fairmont Specialty Trust

**POLICYHOLDER ADDRESS:** ITA Global Trust, Ltd.  
Suite 4210, 2nd Floor Canella Court  
48 Market St.  
Camana Bay  
P.O. Box 32203  
Grand Cayman KY1-1208  
Cayman Islands

**PARTICIPATING ENTITY:** Seven Corners Travel Medical Basic

**POLICY NUMBER:** HDI25-250114-01TM

**EFFECTIVE DATE:** 01/14/2025

**EXPIRATION DATE:** May 31, 2026

**The Policy is a legal contract between the Policyholder and HDI Global Specialty SE (herein referenced as “the Company”).**

This Policy is issued by HDI Global Specialty SE to the Fairmont Specialty Trust located in the Cayman Islands.

This Policy is not subject to U.S. jurisdiction.

Seven Corners has been appointed as the Plan Administrator. All communications, payments and notices required under this Policy shall be transmitted through the Plan Administrator and receipt of same by the Plan Administrator shall be considered receipt by the Company.

The Company’s agreement is subject to all terms, conditions, provisions and exclusions of this Policy, including the Policy Declaration, and any exhibits, schedules, and/or endorsements attached hereto. The Certificate, including the Certificate Declaration, provided to the Insured Persons is merely a summary of this Policy and evidence of the Insured Person’s coverage hereunder. In the event of any conflict between this Policy and the Certificate, the Policy shall prevail.

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

**The Company and the Policyholder have agreed to all the terms and conditions of the Policy. The Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions in the Policy.**

**THIS IS LIMITED BENEFIT, SHORT DURATION COVERAGE.**

**READ IT CAREFULLY.**

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# Seven Corners Travel Medical Basic

## POLICY

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**Seven Corners Assist** Contact Seven Corners Assist 24 hours per day, 7 days per week for multilingual assistance:

Toll-free: 800-335-0611  
Worldwide: 317-575-2652  
Email: [customerservice@sevencorners.com](mailto:customerservice@sevencorners.com)

Please have Your Certificate Number as shown on Your ID card.

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**Medical Provider Network** See Section 1.7 for Network Procedures.  
To locate a network provider, visit [sevencorners.com/help/find-a-doctor](http://sevencorners.com/help/find-a-doctor).

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**Benefits for which the Insured Person *MUST* use Seven Corners Assist**

- Emergency Medical Evacuation and Repatriation
- Emergency Medical Reunion
- Bedside Visit
- Return of Child(ren)
- Natural Disaster Evacuation and Repatriation
- Political Evacuation and Repatriation

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**Claims**

Claims must be submitted within 90 days of the date of service.  
See Section 11 for claims procedures or visit [sevencorners.com/claims](http://sevencorners.com/claims) for claim forms and more information.

Claims may be submitted as follows:

- Email: [claims@sevencorners.com](mailto:claims@sevencorners.com)
- Online: [sevencorners.com/login](http://sevencorners.com/login)
- Fax: 317-575-2256

For additional assistance with claims, contact Seven Corners:

- Toll-free: 800-335-0611
- Worldwide: 317-575-2652
- Email: [customerservice@sevencorners.com](mailto:customerservice@sevencorners.com)

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**Insurance Underwriter** HDI Global Specialty SE

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**Policy Number** HDI25-250114-01TM

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**THIS POLICY PROVIDES TRAVEL INSURANCE BENEFITS FOR INDIVIDUALS TRAVELING OUTSIDE OF THEIR HOME COUNTRY. THIS POLICY DOES NOT CONSTITUTE COMPREHENSIVE HEALTH INSURANCE COVERAGE (OFTEN REFERRED TO AS “MAJOR MEDICAL COVERAGE”) AND DOES NOT SATISFY A PERSON’S INDIVIDUAL OBLIGATION TO SECURE THE REQUIREMENT OF MINIMUM ESSENTIAL COVERAGE UNDER THE AFFORDABLE CARE ACT (ACA).**

FOR MORE INFORMATION ABOUT THE ACA,  
PLEASE REFER TO [WWW.HEALTHCARE.GOV](http://WWW.HEALTHCARE.GOV).

**PLEASE READ THE POLICY CAREFULLY.**

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## **PRE-EXISTING CONDITIONS**

This insurance policy excludes medical coverage for Pre-Existing Conditions, except as provided for under the Acute Onset of Pre-Existing Condition(s) benefit. This policy defines a Pre-Existing Condition and Acute Onset of Pre-Existing Condition(s).

# Section 1. Certificate Provisions

**1.1 Agreement.** The Company insures all persons whose Application has been accepted by Us on behalf of the Company and whose name is identified on the ID card subject to the exclusions, limitations, and provisions herein and in the Master Policy of Insurance issued by the Company. Coverage is afforded only with respect to the person, coverage, amounts, and limits specified herein and as identified on the ID card for the Insurance requested on such Application and for which the specified Plan costs have been paid to Us.

**1.2 Eligibility.** You are eligible for coverage on this Plan if You meet the following criteria:

- a. You are an Insured Person;
  - i. You are at least fourteen (14) days old on Your Effective Date;
  - ii. You have applied for coverage and are named on the Plan; and
  - iii. The Company has accepted premium for You;
- b. You are traveling outside Your Home Country;
  - i. Your Home Country is where You have Your Primary Residence as provided in Your Application. For this Plan, Your Home Country must be the United States.

If You are an eligible Insured Person, You may also purchase coverage for Your Spouse, Traveling Companions, and Child(ren). It is Your responsibility to maintain all records regarding travel history and age and to provide any documents to Us as necessary to verify eligibility requirements.

**1.3 Period of Coverage.** Period of Coverage and the Maximum Period of Coverage are defined in Section 10. The minimum Period of Coverage under this Plan is five (5) days. Subject to those minimums and maximums, coverage can be purchased in daily periods by paying the appropriate Plan premium.

**1.4 Effective Date.** The date Your coverage begins under the terms of the Certificate, which is the latest of the following:

- a. 12:00 a.m. United States Eastern Time on the date after the Company receives Your Application and correct premium payment if Application and payment are made online;
- b. The moment You depart Your Home Country; or
- c. 12:00 a.m. United States Eastern Time on the date You request on Your Application.

**1.5 Expiration Date.** The date Your coverage ends under the terms of the Certificate, which is the earliest of the following:

- a. The moment You return to Your Home Country except as provided under Sections 3.4 and 3.5;
- b. 11:59 p.m. United States Eastern Time on the date of attainment of the Maximum Period of Coverage;
- c. 11:59 p.m. United States Eastern Time on the date shown on Your ID card;
- d. 11:59 p.m. United States Eastern Time on the date that is the end of the period for which the Plan premium has been paid; or
- e. The moment You fail to be eligible.

- 1.6 Extension of Coverage.** Coverage may be continued if the initial Period of Coverage is less than the Maximum Period of Coverage. If You elect to extend Your Trip beyond the initial Period of Coverage, You may extend the applicable Period of Coverage by a minimum of five (5) days and up to three hundred sixty-four (364) days at a time, provided that the total Period of Coverage may not exceed the Maximum Period of Coverage. Upon such extension and receipt of the appropriate Plan premium and applicable fee charged for each extension, the original Certificate's Expiration Date will be extended to the new Expiration Date. The original Effective Date will be used to calculate Your Deductible; to determine whether maximum coverage amounts in the Schedule of Benefits have been obtained; and to determine any Pre-Existing Conditions. Extensions, if offered by the Company, will be subject to the definitions, benefits, and conditions in force at the time of each extension.
- 1.7 Network Procedures.** Subject to the benefits outlined in Section 3, outside the United States, We maintain a directory of international Service Providers, but You may seek Treatment from any Service Provider of Your choosing. ***Utilizing the directory does not guarantee benefits and does not ensure that the Service Provider will bill Us directly.***
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## Section 2. Schedule of Benefits

This Plan only pays benefits for eligible Occurrences that originate during the Period of Coverage. All benefits listed in this Schedule of Benefits are in United States Dollar amounts. All medical and dental benefits are subject to the Deductible. Unless otherwise indicated, all benefits are per Insured Person, per Period of Coverage, and provided up to the amount shown. In no event will the Company's maximum liability exceed the amount in the Schedule of Benefits. Additionally, Usual, Reasonable and Customary (URC) is defined in Section 10.

BENEFIT OR SERVICE									
<b>Benefit Period</b>	180 days								
<b>Period of Coverage</b>	5 days to 364 days								
<b>Extension of Coverage</b>	Extendable for a total of up to 364 days								
<b>Coverage Area</b>	Worldwide excluding the United States								
MEDICAL									
<b>Medical Maximum Options</b>	<table> <thead> <tr> <th><u>Ages Available</u></th> <th><u>Benefit Maximums</u></th> </tr> </thead> <tbody> <tr> <td>14 days to 64 years:</td> <td>\$50,000; \$100,000; \$500,000; \$1,000,000</td> </tr> <tr> <td>65 to 79 years:</td> <td>\$50,000; \$100,000</td> </tr> <tr> <td>80 years &amp; over:</td> <td>\$10,000</td> </tr> </tbody> </table>	<u>Ages Available</u>	<u>Benefit Maximums</u>	14 days to 64 years:	\$50,000; \$100,000; \$500,000; \$1,000,000	65 to 79 years:	\$50,000; \$100,000	80 years & over:	\$10,000
<u>Ages Available</u>	<u>Benefit Maximums</u>								
14 days to 64 years:	\$50,000; \$100,000; \$500,000; \$1,000,000								
65 to 79 years:	\$50,000; \$100,000								
80 years & over:	\$10,000								
<b>Deductible Options (You pay)</b>	\$0; \$100; \$250; \$500; \$1,000								
<b>Hospital Room and Board</b>	URC up to Medical Maximum								
<b>Inpatient Medical Expenses</b>	URC up to Medical Maximum								
<b>Outpatient Medical Expenses</b>	URC up to Medical Maximum								
<b>Emergency Room Services</b>	URC up to Medical Maximum								
<b>Physician Office Visits</b>	URC up to Medical Maximum								
<b>Urgent Care Visits</b>	URC up to Medical Maximum								
<b>Prescription Drugs</b>	URC up to Medical Maximum								
<b>Local Ambulance</b>	Up to Medical Maximum								
<b>Extension of Benefits to Home Country</b>	\$5,000								
<b>Incidental Trips to Home Country</b>	\$5,000								
<b>Acute Onset of Pre-Existing Conditions</b>	<table> <thead> <tr> <th><u>Ages Available</u></th> <th><u>Benefit Maximum</u></th> </tr> </thead> <tbody> <tr> <td>14 days to 64 years:</td> <td>\$25,000</td> </tr> <tr> <td>65 to 79 years:</td> <td>\$5,000</td> </tr> <tr> <td>80 years &amp; over:</td> <td>N/A</td> </tr> </tbody> </table>	<u>Ages Available</u>	<u>Benefit Maximum</u>	14 days to 64 years:	\$25,000	65 to 79 years:	\$5,000	80 years & over:	N/A
<u>Ages Available</u>	<u>Benefit Maximum</u>								
14 days to 64 years:	\$25,000								
65 to 79 years:	\$5,000								
80 years & over:	N/A								
<b>Terrorist Activity</b>	\$10,000								
<b>COVID-19 Treatment</b>	URC up to Medical Maximum								



## DENTAL

Dental – Sudden Relief of Pain	\$100
Dental – Accident	\$250

## EMERGENCY SERVICES AND ASSISTANCE

Emergency Medical Evacuation and Repatriation	\$250,000 (separate from Medical Maximum)
Emergency Medical Reunion	\$2,000
Bedside Visit	\$1,000
Return of Child(ren)	\$25,000
Return of Mortal Remains	\$25,000
Local Burial or Cremation	\$25,000
Natural Disaster Evacuation	\$25,000
Political Evacuation and Repatriation	\$10,000

## TRIP PROTECTION

Trip Interruption	\$2,500
Loss of Checked Baggage	\$50 per article \$250 per occurrence

## OTHER COVERAGE AND SERVICES

24/7 Travel Assistance Services	Included						
Accidental Death and Dismemberment	<table><thead><tr><th><u>Ages Available</u></th><th><u>Principal Sum</u></th></tr></thead><tbody><tr><td>14 days to 18 years:</td><td>\$2,500</td></tr><tr><td>19 years &amp; over:</td><td>\$10,000</td></tr></tbody></table> <p>\$250,000 Aggregate Limit total number of Insured Persons on Plan</p>	<u>Ages Available</u>	<u>Principal Sum</u>	14 days to 18 years:	\$2,500	19 years & over:	\$10,000
<u>Ages Available</u>	<u>Principal Sum</u>						
14 days to 18 years:	\$2,500						
19 years & over:	\$10,000						
Common Carrier Accidental Death	<table><thead><tr><th><u>Ages Available</u></th><th><u>Principal Sum</u></th></tr></thead><tbody><tr><td>14 days to 18 years:</td><td>\$5,000</td></tr><tr><td>19 years &amp; over:</td><td>\$20,000</td></tr></tbody></table> <p>\$250,000 Aggregate Limit total number of Insured Persons on Plan</p>	<u>Ages Available</u>	<u>Principal Sum</u>	14 days to 18 years:	\$5,000	19 years & over:	\$20,000
<u>Ages Available</u>	<u>Principal Sum</u>						
14 days to 18 years:	\$5,000						
19 years & over:	\$20,000						
Personal Liability	\$25,000						

## OPTIONAL COVERAGES

Adventure Activities	Up to Medical Maximum
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## Section 3. Medical

- 3.1 Deductible.** Subject to Section 1.6, the Deductible is per Insured Person and per Period of Coverage. It is applied to Covered Expenses and must be paid by You prior to receiving payment or reimbursement of benefits under this Certificate. In no event will the Company's maximum liability exceed the amount in the Schedule of Benefits.

*Deductible:*

The Deductible is in the Schedule of Benefits.

- 3.2 Medical Covered Expenses.** Subject to the terms of the Certificate, the Company will reimburse You for Covered Expenses up to the Medical Maximum in the Schedule of Benefits for the following medical Expenses that are incurred as the result of and within the Benefit Period:

- a. Hospital Expenses for room and board that do not exceed the Hospital's average charge for semi-private accommodations, Inpatient Treatment, Surgery, operating room, Intensive Care, nursing services, and services and supplies routinely provided by the Hospital to Inpatients;
- b. Outpatient Treatment or Surgery;
- c. Administration of anesthetics;
- d. Medication, x-ray services, laboratory tests and services, use of radium and radioactive isotopes, oxygen, and blood transfusions;
- e. Dressings, sutures, casts, splints, drugs, and medicines that can only be administered by a Physician or Surgeon or obtained through a written prescription;
- f. Medically Necessary rental of a non-motorized wheelchair, crutches, or a basic hospital bed up to the purchase price;
- g. Hotel room when the Insured Person, otherwise necessarily confined in a Hospital, is under the care of a duly qualified Physician in a hotel room due to unavailability of a Hospital room due to capacity or distance;
- h. Artificial limbs, eyes, larynx, and orthotic appliances other than for replacement of such items;
- i. Home Health Care in bed if recommended by the attending Physician, provided by a Home Health Care agency upon direct transfer from an acute care Hospital and only in lieu of Medically Necessary Inpatient hospitalization;
- j. Care in a licensed Extended Care Facility upon direct transfer from an acute care Hospital; and
- k. Telehealth Consultation or Care.

The initial Treatment of an Injury or Illness must occur within thirty (30) days of the date of Injury or onset of Illness. If initial Treatment does not occur within thirty (30) days, and the delay in Treatment increases the severity of the Injury or Illness, the Company will only be responsible for Expenses it would have incurred had You sought Treatment immediately.

The Deductible in Section 3.1 applies to this coverage and will be Your responsibility. The exclusions in Section 9 apply to the coverage provided under this section.

- 3.3 Local Ambulance.** The Company will reimburse You up to the amount in the Schedule of Benefits for the Period of Coverage for local ambulance service from within the metropolitan area to the nearest Hospital having facilities required for Medically Necessary Treatment. Licensed air ambulance transportation may be substituted for a ground ambulance if You are in a rural area and unreachable by ground ambulance. This benefit does not cover search and rescue operations or evacuation from remote areas with inherent heightened risk. Only Expenses which are deemed Medically Necessary and cost appropriate will be considered.

The Deductible in Section 3.1 applies to this coverage and will be Your responsibility. The exclusions in Section 9 apply to the coverage provided under this section.

**3.4 Extension of Benefits in Home Country.** The Company will reimburse You for Covered Expenses incurred in Your Home Country, including those incurred in Your Home Country following an Emergency Medical Evacuation or an Emergency Medical Repatriation, up to the amount in the Schedule of Benefits for one hundred eighty days (180) from the onset of a new, covered Injury or Illness that begins while You are traveling and is first diagnosed and treated outside Your Home Country. This coverage does not apply for Pre-Existing Conditions.

The limit for this coverage is the amount shown on the Schedule of Benefits under “Extension of Benefits in Home Country,” not the amount shown for “Medical Maximum Options.”

The Deductible in Section 3.1 applies to this coverage and will be Your responsibility. Home Country Exclusion 9(p) and United States Exclusion 9(ww) are waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

**3.5 Incidental Trips to Home Country.** If the Period of Coverage is greater than thirty (30) days, the Company will reimburse You for Covered Expenses up to the amount in the Schedule of Benefits for a new covered Injury or Illness that begins while You are on an incidental trip to Your Home Country. You must first depart Your Home Country before utilizing this benefit, and it does not apply to the final trip to Your Home Country. You may be required to provide proof of Your travel intentions. Additionally, this coverage will not apply (i) if the Illness began, or Injury occurred while You were outside Your Home Country; or (ii) for Pre-Existing Conditions.

Under this section, You will receive five (5) days of coverage per month of coverage purchased up to a maximum of sixty (60) days per three hundred sixty-four (364) days of purchased coverage. If Your combined incidental trips exceed Your maximum days allowed, this benefit will terminate immediately. Such termination will have no impact on Your remaining benefits outside Your Home Country.

The limit for this coverage is that amount shown on the Schedule of Benefits under “Incidental Trips to Home Country,” not the amount shown for “Medical Maximum Options.”

The Deductible in Section 3.1 applies to this coverage and will be Your responsibility. Home Country Exclusion 9(p) and United States Exclusion 9(ww) are waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

**3.6 Acute Onset of Pre-Existing Condition(s).** If you are under the age of eighty (80) years, the Company will reimburse You up to the applicable amount in the Schedule of Benefits for eligible medical Expenses for the first Acute Onset of a Pre-Existing Condition(s) during Your Period of Coverage. There is no coverage under this benefit for Insured Persons aged eighty (80) years and over.

This benefit does not include coverage for known, scheduled, required, or expected medical care, drugs, or Treatments existent or necessary prior to departure from Your Home Country and prior to the Effective Date; coverage for Treatment for which You have traveled; or coverage for conditions for which travel was undertaken after Your Physician has limited or restricted travel.

Coverage begins 72 hours (3 days) after the Effective Date and ceases on the earliest of:

- a. The condition no longer being considered acute; or
- b. Your discharge from the Hospital.

The Deductible in Section 3.1 applies to this coverage and will be Your responsibility. Pre-Existing Conditions Exclusion 9(bb) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

**3.7 Terrorist Activity.** The Company will reimburse You up to the amount in the Schedule of Benefits for Covered Expenses incurred resulting from Terrorist Activity provided:

- a. You have no direct or indirect involvement in the Terrorist Activity;
- b. the Terrorist Activity is not in a country or location where the United States government has issued a Level 3 Terrorism, Level 3 Civil Unrest, or any Level 4 Travel Advisory or the appropriate authorities of either Your Destination Country or Your Home Country have issued similar warnings, any of which have been in effect within the six (6) months prior to Your date of arrival; and
- c. You departed the country or location following the date a warning to leave that country or location is issued by the United States government or the appropriate authorities of either Your Destination Country or Your Home Country.

The Deductible in Section 3.1 applies to this coverage and will be Your responsibility. Terrorist Activity and War Exclusion 9(ss) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

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## Section 4. Dental

**4.1 Dental Emergency — Sudden Relief of Pain.** If the Period of Coverage is greater than thirty (30) days, the Company will reimburse You up to the amount in the Schedule of Benefits for Covered Expenses for emergency Treatment for the relief of pain to teeth.

The Deductible in Section 3.1 applies to this coverage and will be Your responsibility. Dental, Vision, and Hearing Exclusion 9(j) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

**4.2 Dental Emergency — Accident.** The Company will reimburse You up to the amount in the Schedule of Benefits for Covered Expenses for emergency Treatment to repair or replace teeth damaged as the result of an Accidental Injury caused by external contact with a foreign object. Coverage does not apply if You break a tooth while eating or biting into a foreign object.

The Deductible in Section 3.1 applies to this coverage and will be Your responsibility. Dental, Vision, and Hearing Exclusion 9(j) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

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## Section 5. Emergency Services and Assistance

We will make good faith efforts to provide the services and assistance in this Section 5. However, if We are unable to do so due to circumstances beyond Our control or due to circumstances that make it unsafe for persons to provide such services and assistance, then We will provide the services and assistance to the extent reasonable and possible. If We are unable to directly arrange services, Expenses incurred by You for services that would otherwise be covered under this Plan and that would typically be arranged by Us may be eligible for reimbursement and should be submitted for consideration. It is Your responsibility to preserve all documentation of related financial transactions You wish to be considered for reimbursement.

- 5.1 Emergency Medical Evacuation and Repatriation.** The Company will pay transportation and related medical Expenses incurred during such transportation up to the amount in the Schedule of Benefits if any covered Injury or Illness commences while You are outside Your Home Country during the Period of Coverage and results in Your Medically Necessary (i) Emergency Medical Evacuation; and/or (ii) Emergency Medical Repatriation. All transportation arrangements must be by the most direct and economical route.

***The Emergency Medical Evacuation or Emergency Medical Repatriation must be arranged by Seven Corners Assist in consultation with Your local attending Physician. In the event You do not contact Seven Corners Assist, this benefit will be limited to the amount the Company would have paid if Seven Corners Assist was utilized. Only Expenses which are Medically Necessary and cost appropriate will be considered.***

Pre-Existing Conditions Exclusion 9(bb) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

- 5.2 Emergency Medical Reunion.** When an Emergency Medical Evacuation is occurring or has occurred, or when an Emergency Medical Repatriation is to occur, and provided in each such case, that an Emergency Medical Reunion is recommended by Your attending Physician, the Company will arrange and pay up to the amount in the Schedule of Benefits for (i) round-trip economy class airfare for one (1) individual from Your Home Country, selected by You, to travel to and from the location where You are hospitalized; and (ii) reasonable travel and accommodation Expenses.

***The Emergency Medical Reunion must be arranged by Seven Corners Assist. In the event You do not contact Seven Corners Assist, this benefit will be limited to the amount the Company would have paid if Seven Corners Assist was utilized. Only Expenses which are Medically Necessary and cost appropriate will be considered.***

Pre-Existing Conditions Exclusion 9(bb) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

- 5.3 Bedside Visit.** If You are admitted as an Inpatient to a Hospital Intensive Care unit for more than three (3) days due to a covered Injury or Illness, and will not require an Emergency Medical Evacuation or Emergency Medical Repatriation, the Company will arrange and pay up to the amount in the Schedule of Benefits for either round-trip economy class airfare or ground transportation ticket for one (1) individual from Your Home Country to travel to and from the location where You are hospitalized.

***The Bedside Visit must be arranged by Seven Corners Assist. In the event You do not contact Seven Corners Assist, this benefit will be limited to the amount the Company would have paid if Seven Corners Assist was utilized. Only Expenses which are Medically Necessary and cost appropriate will be considered.***

Pre-Existing Conditions Exclusion 9(bb) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

- 5.4 Return of Child(ren).** If You are traveling alone with a Child(ren) who is left unattended because You became hospitalized as a result of a covered Injury or Illness, the Company will arrange and pay up to the amount in the Schedule of Benefits for (i) one-way economy class airfare(s) for the Child(ren) to his or her Home Country; and (ii) services of an attendant or escort if necessary to ensure the safety and welfare of the Child(ren). Meals and lodging are not included in this benefit.

***The Return of Child(ren) must be arranged by Seven Corners Assist. In the event You do not contact Seven Corners Assist, this benefit will be limited to the amount the Company would have paid if Seven Corners Assist was utilized. Only Expenses which are Medically Necessary and cost appropriate will be considered.***

Pre-Existing Conditions Exclusion 9(bb) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

- 5.5 Return of Mortal Remains.** Provided that You have not elected the benefit provided under Section 5.6, the Company will pay up to the amount in the Schedule of Benefits for the reasonable Expenses incurred for embalming, a minimally-necessary container appropriate for transportation, shipping costs, and the necessary government authorizations to return Your remains to Your Home Country if You die while outside Your Home Country during the Period of Coverage from an Injury or Illness covered under this Insurance.

Pre-Existing Conditions Exclusion 9(bb) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

- 5.6 Local Burial or Cremation.** Provided that You have not elected the benefit provided under Section 5.5, the Company will pay up to the amount in the Schedule of Benefits for the reasonable Expenses incurred for preparation and either Your local burial or Your cremation and repatriation of ashes if You die while outside Your Home Country during the Period of Coverage from an Injury or Illness covered under this Insurance. This benefit does not include the costs for the religious practitioners performing the service, flowers, music, food, beverages, or the cost of an urn. It does cover the cost of a suitable container required for repatriation of the ashes..

Pre-Existing Conditions Exclusion 9(bb) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

**5.7 Natural Disaster Evacuation and Repatriation.** If You require an emergency evacuation due to a Natural Disaster, the Company will arrange and pay up to the amount in the Schedule of Benefits for reasonable and necessary Expenses incurred for (i) Your Natural Disaster Evacuation; (ii) reasonable lodging if You are delayed at the safe location; and (iii) Your Natural Disaster Repatriation by means of one-way economy class airfare.

***The Natural Disaster Evacuation or Natural Disaster Repatriation must be arranged by Seven Corners Assist. In the event You do not contact Seven Corners Assist, this benefit will be limited to the amount the Company would have paid if Seven Corners Assist was utilized. Only Expenses which are Medically Necessary and cost appropriate will be considered.***

We will determine the need for the Natural Disaster Evacuation in consultation with local governments and security analysts. We may use any appropriate resources to evacuate You including, but not limited to, charter aircraft, ground transportation, and sea transportation in such circumstances where the point of departure may not be an international airport. You may be required to release the Company or any provider from liability during this Natural Disaster Evacuation. If a Natural Disaster Evacuation is impossible due to hostile conditions, the Company will use security resources to maintain contact with You to the greatest extent allowed by circumstance until a Natural Disaster Evacuation becomes possible or the emergency is resolved.

The Company will not be responsible for failure to provide services or for delays caused by conditions beyond its control including, but not limited to, weather conditions, flight availability, strikes, unforeseen changes to airport regulations or restrictions, Your failure to comply with the Company's recommendations, or where rendering of service is prohibited by local laws or regulatory agencies. Further, if You can leave the Destination Country location by normal means, such as changing a commercial airline ticket, no coverage applies, but the Company will assist in rebooking flights or other transportation.

**Natural Disaster Evacuation and Repatriation Exclusions.** The coverage provided under this section excludes Expenses:

- a. Incurred inside the United States;
- b. Incurred while You are traveling within fifty (50) miles of Your Primary Residence;
- c. When the Natural Disaster precedes Your arrival in the effected location;
- d. When the evacuation notice issued by the United States or Destination Country Government has been posted for a period of more than sixty (60) days;
- e. When You do not depart in a timely manner or comply with evacuation arrangements coordinated by Seven Corners Assist;
- f. For Your medical Treatment;
- g. Not related to the Natural Disaster Evacuation or Natural Disaster Repatriation including Expenses for transportation from the Destination Country by normal commercial means;
- h. For the kidnap or ransom of You; and
- i. For services not arranged by Seven Corners Assist.

Travel Accommodations Exclusion 9(ww) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

**5.8 Political Evacuation and Repatriation.** The Company will arrange and pay up to the amount in the Schedule of Benefits for reasonable and necessary Expenses incurred for (i) Your Political Evacuation; and/or (ii) Your Political Repatriation by means of a one-way economy class airfare. Political Evacuation and/or Political Repatriation must occur within ten (10) days of the events causing the necessity for such action. The means of transportation will be the most appropriate and economical under the circumstances for Your health and safety. Such Expenses will be paid once for You per occurrence.

***If You fail to heed a Level 3 Terrorism, Level 3 Civil Unrest, or any Level 4 Travel Advisory issued by the United States Department of State or similar warnings issued by other appropriate authorities of either Your Destination Country or Your Home Country recommending that travelers avoid a certain country, region, or specific areas or locations within a country, benefits for Political Evacuation and Repatriation are not covered and will be denied.***

***The Political Evacuation or Political Repatriation must be arranged by Seven Corners Assist. In the event You do not contact Seven Corners Assist, this benefit will be limited to the amount the Company would have paid if Seven Corners Assist was utilized. Only Expenses which are necessary and cost appropriate will be considered.***

**Political Evacuation and Repatriation Exclusions.** The coverage provided under this section excludes Expenses:

- a. Recoverable under any other insurance or through an employer;
- b. Arising from or attributable to:
  - i. Dishonest or criminal acts committed or attempted by You;
  - ii. Alleged violation of the laws of the Destination Country by You unless the Company, in its sole discretion, determines such allegations to be fraudulent;
  - iii. Your failure to maintain required documents or visas;
  - iv. Debt, insolvency, commercial failure, or the repossession of any property;
  - v. Your non-compliance with a contract or license; and
  - vi. Implementation of illegally contributed exchange rates.
- c. Due to liability assumed or assumed by You under any contract; or
- d. For arrangements not made by Seven Corners Assist.

Additionally, the exclusions in Section 9 apply to the coverage provided under this section.

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## Section 6. Trip Protection

- 6.1 Trip Interruption.** The Company will reimburse You up to the amount in the Schedule of Benefits for the cost of economy travel less the value of applied credit from an unused return travel ticket to return home to Your area of Primary Residence if You are unable to continue the Trip due to the death of a parent, Spouse, sibling, Your child(ren), grandparent, grandchild(ren), or in-laws (parent, son, daughter, brother, and sister), or due to serious damage to Your Primary Residence from fire or Natural Disaster.

The exclusions in Section 9 apply to the coverage provided under this section.

- 6.2 Loss of Checked Baggage.** The Company will reimburse You up to the amount in the Schedule of Benefits for lost or damaged baggage and personal effects owned by You and checked with a Common Carrier, provided You have taken all reasonable measures to protect, save, and recover the property. Reimbursement will be for the least of (i) the actual cash value (cost less proper deduction for depreciation at the time of loss); (ii) the cost to repair or replace the article with material of a like kind and quality; or (iii) the per article limit in the Schedule of Benefits. This coverage is secondary to any coverage provided by the Common Carrier, and You will be required to furnish proof to the Company that the Common Carrier has either denied Your claim or paid the full amount that it is legally required to pay. You may also be required to submit any other documentation as the Company may reasonably require.

The coverage provided under this section does not cover animals, automobiles or automobile equipment, boats, motors, motorcycles, other conveyances, or their appurtenances except bicycles while checked as baggage with a Common Carrier, household furniture, eyeglasses or contact lenses, artificial teeth or dental bridges, hearing aids, prosthetic limbs, musical instruments, money or securities, tickets or documents, or sporting equipment if loss or damage results from the use thereof.

These benefits will not duplicate any other benefits payable under the Plan, or any coverage(s) attached to the Plan. Home Country Exclusion 9(p) and United States Exclusion 9(xx) are waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

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## Section 7. Other Coverage and Services

**7.1 Travel Assistance Services.** Upon enrollment, You are eligible to use any of the assistance services provided by Seven Corners Assist. These services are available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Multilingual personnel, physicians, and nurses are on staff and can assist with, among other things, emergency situations and locating medical facilities.

**7.2 Accidental Death and Dismemberment.** The Company will pay indemnity determined from the table below if You sustain a loss resulting from Injury suffered from an Accident during the Period of Coverage, provided that:

- a. such loss occurs within three hundred sixty-five (365) days after the date of Accident causing such loss;
- b. the indemnity payable for any such loss shall be the Principal Sum on the Schedule of Benefits as applicable to You and this Insurance; and
- c. if more than one (1) loss stated in the table of losses is sustained as the result of one (1) Accident, only one (1) of the amounts, the largest, will be paid.

FOR	AMOUNT
Loss of life	Principal Sum
One loss: A hand severed above the wrist, a foot severed above the ankle, or an eye with complete and irrecoverable loss of sight	50% of Principal Sum
Two or more losses: Any combination of two (2) or more losses of a hand severed above the wrist, a foot severed above the ankle, or an eye with complete and irrecoverable loss of sight.	Principal Sum
Quadriplegia: The complete and irreversible total paralysis of both upper and lower limbs	Principal Sum
Paraplegia: The complete and irreversible total paralysis of both lower limbs.	75% of Principal Sum
Hemiplegia: The complete and irreversible total paralysis of both the upper and lower limbs on one side of the body.	50% of Principal Sum
Uniplegia: The complete and irreversible total paralysis of one limb.	25% of Principal Sum

The total amount payable under this section when there are multiple Insured Persons covered, is the Aggregate Limit in the Schedule of Benefits. If the total of such indemnity exceeds the Aggregate Limit, the Company will not be liable to any Insured Person for a greater proportion of such Insured Person's indemnity afforded by the Accidental Death and Dismemberment benefit than their proportionate share.

For loss of life, the benefit will be paid to the beneficiary designated in writing by You. If no beneficiary is designated or if the beneficiary is no longer living, the benefit will be paid to Your closest living Relative in the following order:

- a. Spouse;
- b. child(ren);
- c. issue of deceased child(ren);
- d. parent(s);
- e. siblings;
- f. issue of deceased siblings;
- g. grandparents;
- h. siblings of parents; or
- i. Your estate.

If benefits are paid for You under Section 7.3, Common Carrier Accidental Death, no benefits will be paid under this section.

**Accidental Death and Dismemberment Exclusions.** The coverage provided under this section excludes Expenses:

- a. For disease or sickness of any kind;
- b. For bacterial infections except pyogenic infection that occurs through an Accidental cut or wound;  
or
- c. For hernia of any kind.

Loss of Life Exclusion 9(s) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

**7.3 Common Carrier Accidental Death.** The Company will pay an indemnity up to the amount in the Schedule of Benefits if You die as the result of an Injury suffered from an Accident while You were traveling on a Common Carrier. Death must occur during the Period of Coverage and while You are riding as a passenger on a Common Carrier and not as a pilot, operator, or member of the crew. The benefit will be paid to the person determined by application of the relevant provisions of Section 7.2.

The total amount payable under this section when there are multiple Insured Persons covered, is the Aggregate Limit in the Schedule of Benefits. If the total of such indemnity exceeds the Aggregate Limit, the Company will not be liable to any Insured Person for a greater proportion of such Insured Person's indemnity afforded by the Common Carrier Accidental Death benefit than their proportionate share.

Loss of Life Exclusion 9(s) is waived for this benefit. All other exclusions in Section 9 apply to the coverage provided under this section.

**7.4 Personal Liability.** The Company will pay or reimburse You up to the amount in the Schedule of Benefits and subject to the condition, restrictions, and exclusions contained in this section for eligible court-entered judgments or Company-approved settlements arising as a result of or in connection with the personal liability You incurred for acts, omissions, and other occurrences covered under this Certificate for losses or damages solely, directly, and proximately caused by Your negligent acts or omissions during the Period of Coverage that result in the following:

- a. Injury to a third person occurring during the Period of Coverage;
- b. Damage or loss to a third person's personal property during the Period of Coverage; and
- c. Damage or loss to a Relative's personal property during the Period of Coverage.

The maximum payable under this section is up to the maximum in the Schedule of Benefits. With respect to covered and eligible personal liability claims, the Company will pay You for associated reasonable legal fees and out-of-pocket costs incurred by You with respect to the determination and settlement of such legal liability.

**Personal Liability Conditions and Restrictions:**

- a. You must notify the Company within thirty (30) days of any act, omission, or occurrence that may create or impose any personal liability upon You and, also, within thirty (30) days of the initiation or receipt of service of any actual or threatened lawsuit, notice of claim, or proceeding filed or threatened to be filed against You with respect to same. Such notification(s) to the Company shall include a recitation of all circumstances, facts, and known or presumed causes of any loss or damage and a description of the nature and approximate amount of any damages suffered by any third person or Relative. In addition, immediately upon receipt thereof, You shall provide to the Company copies of any pleadings, complaints, lawsuits, petitions, demand letters, notices, orders, summonses, subpoenas, opinions, briefs, motions, letters from opposing counsel, and any other documents or papers with respect to any such lawsuit or proceeding that are received or issued by, addressed to or from, remitted to or by, or served by or upon You or Your counsel. Any failure to so notify or provide papers or documents to the Company in strict accordance with the foregoing shall be deemed to be and will result in a forfeiture and waiver of any and all benefits, claims, or coverages otherwise provided by this Insurance under this section.
- b. The Company shall have the absolute right and authority without Your further consent or approval to intervene in its own name and on its own behalf as a party in interest with respect to any lawsuit, civil action, or other proceeding in which You are involved and for which the Company may have exposure for coverage or benefits under this section and shall be entitled to fully participate, receive due and proper notice of all matters, and have an opportunity to be heard with respect to all issues, controversies, and other proceedings or hearings of any kind.
- c. With respect to any personal liability for which You are or may be jointly, or jointly and severally liable with other third persons or Relatives, the Company shall be fully subrogated to all rights of contribution, indemnity, recoupment, and recovery of proportional shares from other joint tortfeasors whose negligence contributed in whole or in part to the subject injury or loss and who are or may also be liable to You or the injured/damaged person.
- d. As a condition precedent to any liability or obligation of the Company to provide coverages or benefits for personal liability under this insurance, no settlement, compromise, accord, admission of fault or liability, default, default judgment, waiver, release, indemnity, hold harmless, or other concession of any kind shall be given, made, committed, allowed, granted, or agreed to by or on behalf of You to any third person or Relative without the prior express written approval and consent of the Company, and any failure to comply with this condition precedent shall void, waive, and forfeit all benefits and coverages for legal assistance, advancement of bail, or coverage for personal liability under this section.

- e. The Company shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim, damage, or loss under this section for and no coverage or benefits shall be eligible or available under this section with respect to, any legal fees, legal costs or expenses, advancements of bail, or for any personal injury or property damage claims, liability awards or judgments in the event there exists any other insurance, insurance fund, membership benefits, workers' or workplace compensation coverage program or other similar governmental program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or any other third-party obligation or liability for provision of benefits ("Primary Coverage") which would or would, but for the existence of this Insurance, be available or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, damage, or loss except in respect of any excess beyond the amount payable or provided under such Primary Coverage had this insurance not been effected. Further, the Company shall not be liable or obligated to provide any benefit or to pay or reimburse any claim for injury, loss, or damage to the extent coverage for same is furnished or provided by any program or agency funded or controlled by any government or government authority.
- f. No third person or Relative is intended to have, shall be deemed or construed to have, or shall have any rights or interest as a "third-party beneficiary" under the Master Policy of Insurance, and any allegation or assertion of any such status or any direct claim or other attempt to legally enforce alleged rights by such third person or Relative against the Company, Us, or the Participating Organization based on any allegation or assertion of any such status, shall be subject to summary dismissal. Notwithstanding any law, statute, judicial decision, or rule to the contrary which may be or may purport to be otherwise applicable within the jurisdiction, locale or forum state of You, third person, or Relative or the situs of any alleged personal injury, property damage or other loss, no transfer or assignment of any of the Participating Organization's rights, benefits or interests under this Certificate, and no transfer or assignment of any of Your rights, benefits, or interests under this section as a beneficiary thereof, shall be valid, binding on, or enforceable against the Company or Us unless first expressly agreed and consented to in writing by the Company, which agreement and/or consent may be reused and/or withheld for any or no reason at the sole discretion of the Company. Any such purported transfer or assignment not in strict compliance with the foregoing provisions of this section shall be void ab initio and without effect as against the Company and Us and any assertion or claim of same shall be subject to summary dismissal, and the Company and We shall have no liability of any kind under this section to any such purported transferee or assignee with respect thereto.
- g. The Company will consider paying or advancing, but without any obligation or contractual duty to do so, up to \$2,500 to You or for Your benefit to settle and compromise an asserted claim against You arising from personal injury or property damage so long as (i) the asserted claim is one that may be eligible for coverage under this Insurance and is not expressly excluded; (ii) a lawsuit has not yet been filed, or, if already filed, an answer or other response has not yet been filed thereto; (iii) You obtain a full written release and/or covenant-not-to-sue upon such terms and conditions as are satisfactory to the Company in its sole discretion; and (iv) a full proof of claim, medical bills, accident form, and such other documentation and/or Proof of Loss is provided to the Company in form and substance satisfactory to it.

**Personal Liability Exclusions.** You shall have no benefits or coverages for and the Company shall have no liability or obligation of any kind to pay or reimburse You or any third person or Relative for, any changes, fees (including attorneys' fees), costs, expenses, damages, losses, judgments, claims or other liabilities incurred or sustained by or assessed against You or any third person or Relative, if directly or indirectly relating to, arising from or in connection with any of the following acts, omissions, events, conditions, charges, consequences, occurrences or circumstances, all of which are expressly excluded from coverage under this Insurance and all of which the Company will provide no benefits or coverages for and shall have no liability or obligation for same, and the Company will not pay or reimburse You or any third person or Relative for any claims of any kind arising directly or indirectly from, happening through or as a consequence of:

- a. Any damages, losses or claims caused in whole or in part by You during any hunt or as a result of hunting;
- b. Any criminal, fraudulent, deceptive, willful, reckless, malicious, or other unlawful acts or omissions committed by You, or any acts or omissions committed by You in connection with the violation or breach of any laws, statutes, ordinances, legal orders, rules, or regulations to which You are subject or by which You are bound;
- c. Any loss, damage, or claim arising or resulting from the use of any firearms, fireworks, explosives, welding equipment, propane tanks or other flammables, deadly weapons, or hazardous implements;
- d. The pursuit of any trade, business, profession, or employment activity;
- e. Ownership, possession, control, or occupation of any land or building;
- f. Ownership, possession, control, or use of any automobile, motorcycle, ATV, off-road vehicle, watercraft, aircraft, parachute, parasail, glider, or any other motorized, gravity-induced, or self-propelled vehicle or craft of any kind;
- g. Resulting from any fire, flood, wind, hail, water leak, gas leak, explosion, or other catastrophe or loss occurring in or about the residence or premises of any Relative, or in or about the residence or any other premises of which You are the owner, lessee, invitee, licensee, occupant, or Resident, or in or about any residence or premises which are contiguous or adjacent to any of the foregoing residences or premises;
- h. The consequences of any breach, violation, or failure to perform any contractual undertakings or obligations of You, whether verbal or in writing;
- i. Criminal or disciplinary proceedings, charges, arrests, indictments, or arraignments of any kind;
- j. Shoplifting, vandalism, theft, conversion, misappropriation, public drunkenness, fighting or brawling, arson, or any malicious or intentional activity resulting in personal injury or destruction of property;
- k. Gross negligence, fraud, bad faith, assault and battery, domestic disputes, and all other intentional torts or actions based or sounding in tort without regard to how named or presented;
- l. Any collusion, conspiracy, deceit, or other fraudulent scheme or artifice to defraud or other fraudulent means or methods;
- m. Fines, penalties, assessments, or claims by any governmental authorities or regulatory bodies including traffic fines or traffic violations or parking tickets, and the costs, fees, or expenses incurred by You as a witness, custodian, or in any other non-party status in connection with responding to any order to appear in court, subpoena, subpoena duces tecum, notice of deposition, or any other nonparty legal or administrative proceeding or activity;
- n. All non-compensatory damages including, without limitation, damages imposed as a punishment, punitive or exemplary damages, consequential damages, lost profits, criminal damages, excessive damages, expectancy damages, incidental damages, liquidated damages, presumptive damages, prospective damages, special damages, speculative damages, statutory damages, double, treble or other multiples of damages, and/or unliquidated damages, and all claims and damages for pain and suffering, loss of consortium, physical discomfort, mental or emotional distress, trauma, disfigurement, dismemberment, loss of use, or scarring;
- o. Contractual or employer's liability or workman's compensation claims;
- p. Animals or pets belonging to You or any Relative, or in the care, custody, or control of You or any Relative;
- q. Intentionally committed acts caused or brought about by You;
- r. Arising or occurring while You are, to any extent, under the influence of alcohol or drugs or due to Your use of drugs, prescription medicines, narcotics, or tranquilizers not medically prescribed for You by a licensed physician;
- s. Caused by Your suicide or attempted suicide;
- t. Your participation in gambling, gaming, or betting of any kind;
- u. Your participation in any fights, brawls, criminal activity, or other unlawful activity;
- v. Athletics;
- w. Extreme Activities;
- x. Occurring when You are a passenger in an aircraft other than a commercial aircraft;

- y. War, Hostilities, and War-like Operations;
- z. Thermal, mechanic, radioactive, and other effects due to any modification of the atomic structure of matter or the artificial acceleration of atomic particles or due to radiation from radioisotopes or the use of nuclear or chemical materials;
- aa. Judgments or damage awards that have not been ordered, declared, or entered within twelve (12) months from the date of the act, omission, occurrence, or event causing personal injury or property damage or within twelve (12) months from the date of termination of group coverage under the Certificate, whichever is earlier;
- bb. Any lawsuit, claim for benefits, enforcement action, complaint, or other civil or administrative proceeding of any kind brought by or on behalf of You or any third person or Relative against the Company, Us, or the Participating Organization including, without limitation, any lawsuit or proceeding alleging breach of contract, bad faith, or any tortuous conduct of any kind, seeking equitable or declaratory relief, or otherwise seeking the recovery, enforcement or effectuation of any benefits or coverages under this Insurance;
- cc. Any loss, personal injury, property damage, or other claim arising or resulting from any act, omission, failure to act, event or other occurrence committed or occurring at any time prior to or subsequent to the Period of Coverage; or
- dd. Any personal injury, medical expense, damage, or other loss suffered by a Relative except for damage to a Relative's personal property, which shall be limited to a maximum of \$2,500.

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## Section 8. Optional Coverages

**8.1 Adventure Activities.** If You elect and pay the required premium for this optional Insurance, the "Extreme Activities" definition does not apply to the activities listed below. The Company will reimburse You for Covered Expenses up to the amount in the Schedule of Benefits resulting from an Injury sustained while participating in any of the following activities:

Bungee jumping; caving; hang gliding; hot air ballooning as a passenger; jet skiing; kayaking, excluding white water; motorcycle up to 250cc or motor scooter riding whether as a passenger or a driver; Micromobility Vehicle(s); non-hunting safaris, including boat safaris, bush walking, camping or lodging, game drives, horseback or camel safaris, night safaris, or walking safaris; Parachuting; paragliding; parasailing; scuba diving only to a depth of thirty (30) meters with a breathing apparatus provided that You are SSI, PADI or NAUI certified; Sky Diving in tandem with an instructor; snowmobiling; spelunking; surfing, bodyboarding, or wakeboard riding waves up to two (2) feet high as forecasted by the National Weather Service or similar government entity; water skiing; windsurfing; or zip lining.

***You must purchase this optional coverage if you wish to be covered while riding a motorcycle, motor scooter, Micromobility Vehicle, or similar transportation when such transportation is an established and accepted routine means of public transportation for hire in the specific geographic area where You are located in the Destination Country.***

***You must follow all applicable laws, safety regulations provided by the tour operator, park, or preserve, and all guide instructions for safari coverage to apply.***

The Deductible in Section 3.1 applies to this coverage and will be Your responsibility. The exclusions in Section 9 apply to coverage provided under this section.

## Section 9. Exclusions

Unless otherwise specifically provided for therein, the coverage provided under Sections 3.2 through 3.7, 4.1, 4.2, 5.1 through 5.8, 6.1, 6.2, 7.2, 7.3, and 8.1 excludes Expenses that are for, resulting from, related to, or incurred for the following:

- a. **Acupuncture Exclusion:** You are not covered for acupuncture.
- b. **Aircraft Pilot or Crew Exclusion:** You are not covered for Injury sustained while You are riding as a pilot, student pilot, operator, or crew member, in or on, boarding or alighting, from any type of aircraft.
- c. **Airworthy Exclusion:** You are not covered for Injury sustained while You are riding as a passenger in any aircraft which:
  - i. Does not have a current and valid Airworthy Certificate; or
  - ii. Not piloted by a person who holds a valid and current certificate of competency for piloting such aircraft.
- d. **Athletics Exclusion:** You are not covered for Athletics.
- e. **Cancer Exclusion:** You are not covered for any form of cancer or neoplasm.
- f. **Competition Exclusion:** You are not covered for Injury while participating in contests of speed or riding or driving in any type of competition.
- g. **Congenital Exclusion:** You are not covered for Congenital abnormalities and conditions arising out of or resulting therefrom.
- h. **Contributory Negligence Exclusion:** You are not covered for Injury if the proximate cause of the Injury is due to Your failure to take reasonable care with Your own safety, including but not limited to following applicable laws, safety regulations, and/or signed waivers.
- i. **Cosmetic Exclusion:** You are not covered for cosmetic or plastic Surgery including deviated nasal septum or breast reduction, or modifications of Your physical body intended to improve Your psychological, mental, or emotional well-being including, but not limited to, gender reassignment Surgery and related Treatment.
- j. **Dental, Vision, and Hearing Exclusion:** You are not covered for False teeth, dentures, dental appliances, dental Expenses, normal ear or hearing tests, hearing aids, hearing implants, eye refractions, eye examinations for prescribing corrective lenses or eyeglasses, eyeglasses, contact lenses, or eye surgery when the primary purpose is to correct nearsightedness, farsightedness, or astigmatism. This exclusion is waived for Sections 4.1 and 4.2.
- k. **Durable Medical Equipment Exclusion:** You are not covered for Durable Medical Equipment.
- l. **Exercise Exclusion:** You are not covered for exercise programs whether prescribed or recommended by a Physician or therapist.
- m. **Extreme Activities Exclusion:** You are not covered for Extreme Activities.
- n. **Financial Risk Exclusion:** You are not covered for financial guarantee, financial default, bankruptcy, or insolvency risks.
- o. **HIV/AIDS Exclusion:** You are not covered for Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or the Human Immunodeficiency Virus (HIV).
- p. **Home Country Exclusion:** You are not covered while in Your Home Country. This exclusion is waived for Sections 3.4, 3.5 and 6.2.
- q. **Illegal Activity Exclusion:** You are not covered for Injury or Illness resulting from the commission of a criminal offense or any other criminal or illegal activity as defined by the local governing body.
- r. **Long-Term Disability Exclusion:** You are not covered for long-term disability.
- s. **Loss of Life Exclusion:** You are not covered for loss of life. This exclusion is waived for Sections 7.2 and 7.3.
- t. **Medical Supervision Exclusion:** You are not covered for Treatment, services, or supplies that are not administered by or under the supervision of a Physician or Surgeon and products that can be purchased without a Physician's or Surgeon's prescription.
- u. **Medical Tourism Exclusion:** You are not covered for conditions for which travel was undertaken to seek Treatment.



- v. **Mental Illness Exclusion:** You are not covered for Mental Illness or Rest Cures.
- w. **Military Exclusion:** You are not covered while on active duty in the military, naval, coast guard, or air service of any country or while on duty as a member of a police force or unit.
- x. **No Cost Exclusion:** You are not covered for Treatment paid for or furnished under any other individual, government, or group policy or Expenses incurred at no cost to You.
- y. **Occupational Disease Exclusion:** You are not covered for Occupational Diseases.
- z. **Pandemic Exclusion:** You are not covered for any Illness incurred in the Destination Country or Home Country as a result of an Epidemic, Pandemic, public health emergency, or other disease outbreak that may affect Your health, except for charges resulting from COVID-19/SARS-CoV-2.
- aa. **Physiotherapy and Chiropractic Care Exclusion:** You are not covered for Physiotherapy or Chiropractic Care.
- bb. **Pre-Existing Conditions Exclusion:** You are not covered for Pre-Existing Condition(s). This exclusion is waived for Sections 3.6 and 5.1 through 5.6.
- cc. **Prosthesis Exclusion:** You are not covered for replacement of artificial limbs, eyes, larynx, and orthotic appliances.
- dd. **Proximity Exclusion:** You are not covered for services, supplies, medications, testing, or Treatment prescribed, performed, or provided by a Relative, Family Member, or a person whom You directly supervise at Your place of employment.
- ee. **Quarantine Exclusion:** You are not covered for Expenses associated with Quarantine, isolation, or other confinement outside of a Hospital setting; including without limitation: lodging, meals, or other incidentals.
- ff. **Radiation Exclusion:** You are not covered for exposure to non-medical nuclear radiation or radioactive materials.
- gg. **Reckless Endangerment Exclusion:** You are not covered for Injury if You unreasonably fail or refuse to depart a country or location following the date a warning to leave is issued and such failure causes or contributes to Your Injury. Applicable warnings include those issued by the United States government, the appropriate authorities of either Your Destination Country or Your Home Country, or by a global governing body.
- hh. **Reproductive Exclusion:** You are not covered for Pregnancy, childbirth, abortion, or Illness or complications resulting from these conditions, miscarriage including that resulting from an Accident, postpartum care, preventing conception or childbirth, artificial insemination, infertility, impotency, sexual dysfunction, circumcision, or sterilization or reversal thereof.
- ii. **Restricted Travel Exclusion:** You are not covered for travel after Your Physician has limited or restricted travel.
- jj. **Routine Exclusion:** You are not covered for routine and preventative care, vaccinations, sports or school-required physicals, or other examinations or tests conducted when there are no objective indications or impairments in normal health.
- kk. **Self-Harm Exclusion:** You are not covered for suicide, attempted suicide, self-destruction, or any attempt thereof, or any intentionally self-inflicted Injury or Illness.
- ll. **Sexually Transmitted Infection (STI) Exclusion:** You are not covered for sexually transmitted infections, sexually transmitted diseases, venereal diseases, and conditions and any consequences thereof.
- mm. **Skin Exclusion:** You are not covered for acne, Alopecia, hypertrophic scars, moles/nevus, Psoriasis, seborrhea or dandruff, skin atrophy, skin tags, or any cosmetic procedures that are not Medically Necessary.
- nn. **Sleep Disorder Exclusion:** You are not covered for sleep apnea or other sleep disorders.
- oo. **Specialty Aircraft Exclusion:** You are not covered for Injury while flying in any aircraft being used for acrobatic or stunt flying, racing, endurance tests, rocket-propelled aircraft, crop dusting or seeding or spraying, firefighting, exploration, pipe or power line inspection, any form of hunting or herding, professional aerial photography, banner towing, or any experimental purpose.
- pp. **Specialty Care Exclusion:** You are not covered for Custodial Care, Educational or Rehabilitative Care, or any Treatment in any establishment for the care of the aged.

- qq. **Substance Exclusion:** You are not covered for abuse, misuse, illegal use, overuse, dependency upon, or being under the influence of alcohol, drugs, chemicals, or narcotic agents unless administered under the advice of a Physician and taken in accordance with the proper dosing as directed by the Physician.
  - rr. **Temporomandibular Joint (TMJ) Exclusion:** You are not covered for Treatment of the Temporomandibular joint.
  - ss. **Terrorist Activity and War Exclusion:** You are not covered for Terrorist Activity or War, Hostilities, and War-like Operations. This exclusion is waived for Section 3.7.
  - tt. **Therapy Exclusion:** You are not covered for vocational, occupational, sleep, speech, recreational, or music therapy.
  - uu. **Timely Filing Exclusion:** You are not covered for claims which are not received by the Company or Us within ninety (90) days of the date of service.
  - vv. **Transplant Exclusion:** You are not covered for human organ transplants, marrow procedures, or tissue transplants.
  - ww. **Travel Accommodations Exclusion:** You are not covered for travel accommodations. This exclusion is waived for Section 5.7.
  - xx. **United States Exclusion:** You are not covered for Expenses incurred in the United States. This exclusion is waived for Sections 3.4 and 3.5.
  - yy. **Usual, Reasonable, and Customary Exclusion:** You are not covered for Treatment which:
    - i. Exceeds Usual, Reasonable, and Customary Expenses;
    - ii. Is Investigational, Experimental, or for research purposes; or
    - iii. Is received in a Hospital emergency room visit that is not a Medical Emergency.
  - zz. **Weight Reduction Exclusion:** You are not covered for weight reduction programs or the surgical Treatment of obesity including, but not limited to, wiring of the teeth and all forms of intestinal bypass Surgery.
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## Section 10. Definitions

**Accident or Accidental:** Unexpected, unintended, and unforeseen event or occurrence that is the direct cause of physical Injury to You and which is independent of Illness and not self-inflicted.

**Acute Onset of Pre-Existing Condition(s):** The occurrence of a Pre-Existing Condition that meets all the following criteria:

- a. It is sudden, unexpected, and occurs without advanced warning;
- b. It is a Medical Emergency;
- c. It occurs during the Period of Coverage, and after the 72-hour (3-day) waiting period;
- d. You obtained Treatment within twenty-four (24) hours of the occurrence;
- e. You did not have a change in prescription or Treatment related to the underlying Pre-Existing Condition within the last thirty (30) days; and
- f. Your Pre-Existing Condition is not Congenital, a previously diagnosed chronic condition with expected episodes or flare-ups, or a deteriorating condition which cannot be controlled and gradually intensifies over time.

**Aggregate Limit:** The total limit of the Company's liability for all indemnities payable under the Accidental Death and Dismemberment Benefit and Common Carrier Accidental Death Benefit arising out of Injury(ies) sustained by two (2) or more Insured Person(s) as the result of any one (1) Accident.

**Airworthiness Certificate or Airworthy Certificate:** Standard Airworthiness Certificate issued by the Federal Aviation Agency of the United States or the governmental authority having jurisdiction over civil aviation in the country of its registry.

**Application:** The fully answered and signed enrollment form submitted by You for coverage under the Plan. The Application is hereby incorporated into and becomes part of the Master Policy of Insurance, the Plan, and the Certificate.

**Athletics:** Sports, games, practices, training camps, or any related activity engaged in by athletes which meets one or more of the following criteria:

- a. It is sanctioned or sponsored by the International Olympic Committee, the National Collegiate Athletic Association, or a similar organization;
- b. It is performed for a wage, profit, reward, or potential prize;
- c. There is a fee associated with participation;
- d. There are regular or scheduled practices, games, or competitions; or
- e. It is organized or sanctioned by a school or club at any level.

Traditional foot races up to 10K, recreational activities, pick-up games, and activities undertaken for individual fitness are not Athletics.

**Benefit Period:** The amount of time You have in the Schedule of Benefits from the date of Your Injury or Illness to receive Treatment. Each Injury or Illness shall receive one (1) Benefit Period. If Your Period of Coverage ends during your Benefit Period, You can still receive Treatment if You are outside Your Home Country. If You have returned to Your Home Country, there is limited coverage under Extension of Benefits in Home Country.

**Certificate:** The document, including the Application and Declaration, which is issued to Insured Persons and is a summary of the Master Policy and evidence of the Insured Person's coverage thereunder.

**Child(ren):** Insured Person(s) at least fourteen (14) days old and under the age of nineteen (19) years on the Effective Date, traveling with You on Your Trip, and who is not legally married.

**Chiropractic Care:** Treatment which is prescribed by a Physician and performed by a licensed chiropractor for the relief of pain.

**Coma or Comatose:** Profound state of unconsciousness from which You cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

**Common Carrier:** A public air conveyance operating under a valid license providing the transportation of passengers for hire on which an Insured Person is scheduled to travel while on Your Trip.

**Company:** HDI Global Specialty SE.

**Congenital:** Physical abnormality or condition that is present at birth.

**Covered Expense(s):** Amounts considered eligible by the Company to reimburse You for Your Expenses that are (i) for Medically Necessary services, supplies, care, or Treatment; (ii) due to Injury or Illness; (iii) prescribed, performed, or ordered by a Physician; (iv) Usual, Reasonable, and Customary Expenses; (v) incurred during the Period of Coverage; and (vi) which do not exceed the applicable amount shown in the Schedule of Benefits.

**Custodial Care:** The type of care or service, wherever furnished and by whatever name called, that is designed primarily to assist You in performing the activities of daily living. Custodial Care includes non-acute care for the Comatose, semi-Comatose, paralyzed, or Mentally Incompetent patients.

**Declaration:** The document issued by Us for and on behalf of the Company to You contemporaneously with the Certificate evidencing Your insurance.

**Deductible:** The amount of Covered Expenses in the Schedule of Benefits that is Your responsibility and must be paid by You before the remainder of Covered Expenses will be paid by the Company.

**Destination Country:** The country(ies) or geographical location(s) You are traveling to, which may not include Your Home Country.

**Displaced:** Your status when You are required to depart a destination due to an evacuation ordered by prevailing authorities.

**Durable Medical Equipment:** Medical equipment used to improve the quality of living associated with a permanent medical condition. Durable Medical Equipment includes but is not limited to: Glucometers or other diabetic supplies, purchase or long-term rental of wheelchairs, scooters, or hospital beds, oxygen tanks, nebulizers, appliances that alter the temperature, humidity, or purity of the air, exercise equipment, elevators, lifts, whirlpools, saunas, handrails, bathroom inserts or fixtures, and similar items.

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

**Effective Date:** The date Your coverage begins under the terms of the Certificate, which is the latest of the following:

- a. 12:00 a.m. United States Eastern Time on the date after the Company receives Your Application and correct premium payment if Application and payment are made online;
- b. The moment You depart Your Home Country; or
- c. 12:00 a.m. United States Eastern Time on the date You request on Your Application.

**Emergency Medical Evacuation:** Your evacuation because Your medical condition warrants immediate transportation from the medical facility where You are located to the nearest adequate medical facility where Medically Necessary Treatment can be obtained.

**Emergency Medical Repatriation:** Your transportation to Your Home Country following Treatment of an Injury or Illness at a local medical facility, for the purpose of obtaining additional Treatment or recovery. Transportation may include a qualified medical attendant, if necessary.

**Emergency Medical Reunion:** Your reunion with an individual from Your Home Country, as recommended by Your attending Physician, selected by You to travel to and from the location where You are hospitalized when an Emergency Medical Evacuation is occurring or has occurred or when an Emergency Medical Repatriation is to occur.

**Epidemic:** An outbreak of a contagious disease that spreads rapidly and widely and that is or has been identified as an Epidemic by The United States Centers for Disease Control and Prevention (CDC) or World Health Organization (WHO).

**Expenses:** Your expenses, costs, charges, and losses.

**Experimental/Investigational:** All services or supplies associated with (i) Treatment or diagnostic evaluation that is not generally and widely accepted in the practice of medicine in the United States of America or that does not have evidence of effectiveness documented in peer reviewed articles in medical journals published in the United States; (ii) a drug that does not have United States Food and Drug Administration (“FDA”) marketing approval; or (iii) a medical device that 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. The Company will make the final determination as to whether a service or supply is Experimental/Investigational.

**Expiration Date:** The date Your coverage ends under the terms of the Certificate, which is the earliest of the following:

- a. The moment You return to Your Home Country except as provided under Sections 3.4 and 3.5;
- b. 11:59 p.m. United States Eastern Time on the date of attainment of the Maximum Period of Coverage;
- c. 11:59 p.m. United States Eastern Time on the date shown on Your ID card;
- d. 11:59 p.m. United States Eastern Time on the date that is the end of the period for which the Plan premium has been paid; or
- e. The moment You fail to be eligible.

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

**Extreme Activities:** Any activity undertaken:

- a. Which exposes You to an abnormal or extreme risk for Injury;
- b. Is undertaken against the advice, direction, or recommendation of any local authority, qualified instructor, or recognized governing body; or
- c. In disregard of the recommendations, Treatment programs, or medical advice of a Physician or other health care provider.

This includes, but is not limited to: Abseiling; American football; aviation except when travelling solely as a passenger in a commercial aircraft; BMX; BASE jumping; bobsledding; boxing; bungee jumping; canyoning; caving; fighting sports; free diving; hang gliding; heli-skiing; high diving; hot air ballooning; hunting; inline skating; jet skiing; kayaking; kiteboarding; luge; martial arts; motocross (MOTO-X); motorcycle or motor scooter riding whether as a passenger or a driver; Micromobility Vehicle(s); mountain biking; Mountaineering; Offshore Boating; Parachuting; paragliding; parasailing; parascending; polo; racing by any animal, motor vehicle, motorcycle, or conveyance of any kind; rappelling; rock climbing; rodeo activity; running in a foot race above 10K in length; scuba diving; ski jumping; Sky Diving; snow skiing and snowboarding except for recreational downhill and/or cross country snow skiing or snowboarding on prepared and marked inbound territories; snowmobiling; spelunking; surfing; wakeboard riding; water skiing; whitewater rafting; wildlife safaris or game drives; windsurfing; zip lining; any attempt to make or set sporting records; and any practice or training in preparation for any excluded activity.

**Family Member:** Your Spouse, parent, stepparent, legal guardian, natural or adopted child(ren), brother, sister, stepsibling, grandparent, grandchild(ren), or in-laws and includes an individual who lives in Your household.

**Home Country:** Your Home Country is where You have Your Primary Residence as provided in Your Application. For this Plan, Your Home Country must be the United States. You may be asked to substantiate this information at time of claim.

**Home Health Care:** Services or supplies needed as the result of a medical condition that is eligible under the Certificate. You must be physically unable to obtain needed medical services on an Outpatient basis, and it must be in lieu of hospitalization or confinement in an Extended Care Facility. The Treatment plan must be prescribed by a licensed Physician who is required to provide updates to Us at the appropriate intervals. Home Health Care is Medically Necessary health care provided in the patient's home by health care professionals at the direction of a licensed Physician. Health care professionals may include part-time or intermittent nursing care provided under the supervision of a Registered Nurse, physical therapy, occupational therapy, medications, and laboratory services, as well as a home health aide. Expenses for Home Health Care do not include food, housing, homemaker services, or Physician charges covered elsewhere in the Certificate; therapy services covered elsewhere in the Certificate; and environmental supplies such as handrails, ramps, special telephones, air conditioners, home delivered meals, etc. The caregiver cannot be Your Relative, and the care must be provided primarily for therapeutic value and not to assist in activities of daily living or Custodial Care.

**Hospital:** Institution 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, excluding resting or nursing homes and institutions for the aged, chronically ill, or convalescent.

**Illness(es):** Sickness, disorder, illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, Congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical, or health condition provided, however, that Illness does not include learning disabilities or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness, and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one (1) Illness. Further, if a subsequent Illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness.

**Injury:** Bodily Injury caused solely and directly by violent, Accidental, external, and visible means occurring while this Certificate is in force and resulting directly and independently of all other causes in an Occurrence covered by this Certificate.

**Inpatient:** Your confinement in a Hospital and charged for room and board.

**Insurance:** Coverage under the Certificate.

**Insured Person(s):**

- a. You are at least fourteen (14) days old on Your Effective Date;
- b. You have applied for coverage and are named on the Plan; and
- c. The Company has accepted premium for You.

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

**Master Policy of Insurance:** That certain group insurance policy issued to Fairmont Specialty Trust.

**Maximum Period of Coverage:** For this Plan, three hundred sixty-four (364) days in total from the original Effective Date.

**Medical Emergency:** Occurrence of an Illness, Injury, or Mental Illness, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that an individual could reasonably expect the absence of immediate medical attention to result in (i) placing the health of the person afflicted with such condition in serious jeopardy or, in the case of a Mental Illness, placing the health of such person or others in serious jeopardy; (ii) serious impairment to such person's bodily functions; (iii) serious dysfunction of any bodily organ or part of such person; or (iv) serious disfigurement of such person. Additionally, a Medical Emergency will include visits where the only option for necessary immediate care is a Hospital emergency room.

**Medical Maximum:** The total maximum of Covered Expenses payable in the Schedule of Benefits for the total Period of Coverage.

**Medically Necessary or Medical Necessity:** Services and supplies received while insured that are determined by the Company to be (i) appropriate and necessary for the symptoms, diagnosis, or direct care and Treatment of Your medical conditions; (ii) within the standards the organized medical community deems good medical practice for Your condition; (iii) not primarily for the convenience of You, Your Physician, or another Service Provider or person; (iv) 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 (v) not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate Treatment. For Hospital stays, this means that acute care as an Inpatient is necessary due to the kinds of services You are receiving or the severity of Your 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 of a Covered Expense under this Certificate.

**Mental Illness:** Any mental, behavioral, or emotional Illness which results in significant changes in thinking, emotion, or behavior. Mental Illness includes but is not limited to: Attention Deficit Disorder (ADD) or Attention Deficit Hyperactivity Disorder (ADHD); antenatal and postnatal mental health; anxiety; bipolar disorder; dementia; depression; dissociative disorders; eating disorders; HIV-associated neurocognitive disorder (HAND); mood disorders; panic disorders; paranoia; personality disorders; post-traumatic stress disorder; psychosis; schizophrenia or social phobias. Mental Illness does not include autism spectrum disorder (ASD), Cerebral Palsy, Down Syndrome, or Substance Abuse.

**Mentally Incompetent:** The inability of a person to make or carry out important decisions regarding his or her affairs.

**Micromobility Vehicle(s):** A mode of transportation using lightweight electric vehicles that are borrowed or rented for short-term use, exclusive to the following list: electric bicycle, electric standing scooter, electric seated scooter other than a mobility aid, electric self-balancing or hover board, electric skateboard, electric segway, or powered skates.

**Mountaineering:** Sport, hobby, or profession of Trekking or climbing mountains (i) utilizing harnesses, ropes, crampons, or ice axes; (ii) bouldering; or (iii) ascending 4,500 meters or above. Indoor rock climbing and bouldering, hiking, and walking are not considered Mountaineering.

**Natural Disaster:** Event or force of natural cause that is (i) due entirely to the forces of nature; (ii) could not have been reasonably prevented; and (iii) results in the migration of the human population for its safety. This includes avalanche, blizzard, cyclone, drought, earthquake, fire, flood, hailstorm, hurricane, landslide, mudslide, rain, sandstorm, sinkhole, snow, tornado, typhoon, tsunami, volcanic eruption, wildfire, wind, or winter storm.

**Natural Disaster Evacuation:** Your transportation from a safe departure point in Your Destination Country to the nearest place of safety, occurring as soon as reasonably possible following a Natural Disaster.

**Natural Disaster Repatriation:** Your transportation to Your Home Country following a Natural Disaster Evacuation.

**Occupational Disease:** Injury or Illness resulting from or in the course of any employment for wage or profit by You including, but not limited to, those related to asbestos exposure and the complications thereof including asbestosis and mesothelioma. Occupational Disease is not a contagious disease resulting from exposure to fellow employees or from a hazard to which the workman would have been equally exposed outside of his employment. An Occupational Disease is also not an ordinary disease of life to which the general public is equally exposed unless such disease follows as a complication and a natural incident of an Occupational Disease or unless there is a constant exposure peculiar to the occupation itself that makes such disease a hazard inherent in such occupation.

**Occurrence:** Illness or an Accidental bodily Injury necessitating Treatment by a Physician as defined in this Certificate. All bodily disorders existing simultaneously that are due to the same or related causes shall be considered one (1) Occurrence. If an Occurrence is due to causes that are the same or related to the cause of a prior Occurrence, the Occurrence shall be considered a continuation of the prior Occurrence and not a separate Occurrence. The initial Treatment of an Injury or Illness must occur within thirty (30) days of the date of Injury or onset of Illness.

**Offshore Boating:** Boating on a water vessel more than twenty-five (25) miles from land, regardless of the type of boat. The Insured Person will likely not be able to see land for most of their Trip. An excursion that starts from land and reaches more than twenty-five (25) miles offshore will be considered Offshore Boating for the duration of the excursion, not just while the boat is more than twenty-five (25) miles offshore. Offshore Boating may be determined based on the vessel's classification for use. This definition does not apply to commercial cruise ships.

**Outpatient:** Your medical care received at a Hospital or other Service Provider for Treatment of an Injury or Illness, but not as an Inpatient.

**Pandemic:** An outbreak of a contagious disease that has spread globally and that is or has been identified as a Pandemic by The United States Centers for Disease Control and Prevention (CDC) or World Health Organization (WHO).

**Parachuting:** The sport or activity of jumping from an aircraft and immediately deploying a parachute.

**Participating Organization:** An entity or organization that provides applications for individuals to obtain Insurance under the Plan.

**Period of Coverage:** The Period of Coverage issued by the Company to You beginning with the Effective Date and ending on the Expiration Date.



**Physician(s):** Doctor of Medicine or a Doctor of Osteopathy licensed to render medical services or perform Surgery(ies) in accordance with the laws of the jurisdiction where such professional services are performed.

**Physiotherapy:** Physical therapy, recommended by a Physician as Medically Necessary for the Treatment of a specific Injury or Illness. It must be administered by a physical therapist and be intended to improve, adapt, or restore functions which have been impaired or permanently lost as a result of a covered Injury or Illness and involve goals an individual can reach in a Reasonable Period of Time.

**Plan:** Your Plan as determined by this document, the Application, the Certificate, the Declaration, the Master Policy of Insurance, and any Riders that attach during the Period of Coverage.

**Plan Administrator:** The authorized administrator of the Policyholder who shall document and maintain records of the essential features of each Insured Persons Insurance participation under the Master Policy.

**Political Evacuation:** Your evacuation to the nearest place of safety due to (i) a formal recommendation from the appropriate authorities issued for You to leave the Destination Country; or (ii) Your being expelled or declared persona non grata by the Destination Country.

**Political Repatriation:** Your transportation to Your Home Country due to (i) a formal recommendation from the appropriate authorities issued for You to leave the Destination Country; or (ii) Your being expelled or declared persona non grata by the Destination Country.

**Pre-Existing Condition(s):** Any Injury or Illness, including Mental Illness, which meets one or more of the following criteria prior to Your Effective Date:

- a. You were diagnosed;
- b. You received Treatment;
- c. Treatment was recommended to You;
- d. There is reasonable medical certainty that the Injury or Illness existed within the last twelve (12) months, whether or not previously manifested, symptomatic, known, diagnosed, treated, or disclosed.

This includes any chronic, subsequent, or recurring complications of an Injury or Illness which meets the above criteria.

**Pregnancy:** Physical condition of being pregnant including complications of Pregnancy.

**Primary Residence:** Your fixed, permanent, and main home for legal and tax purposes.

**Principal Sum:** The amount stated as such for the Insured Person on the Schedule of Benefits.

**Proof of Loss:** The written documentation required by the Company that You must furnish to the Company in case of claim for loss for which this Certificate provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which the Company is liable and in case of claim for any other loss within ninety (90) days after the date of such loss.

**Quarantine or Quarantined:** Your strict isolation imposed by a government authority or Physician to prevent the spread of disease. An embargo preventing You from entering a country is not a Quarantine.

**Reasonable Period of Time:** Treatment that shows no documented improvement after two (2) weeks of Treatment, an alternative Treatment plan should be attempted. If no significant improvement is documented after a total of four (4) weeks, reevaluation by the referring Physician may be indicated. Treatment is necessary when the individual stops progressing toward established goals.

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

**Relative:** Your Spouse, parent, sibling, natural or adopted child(ren), grandparent, grandchild, stepparent, stepsibling, in-laws (parent, son, daughter, brother, and sister), aunt, uncle, niece, nephew, legal guardian, ward, or cousin.

**Resident(s):** A person who lives somewhere permanently or on a long-term basis.

**Rest Cures:** Treatment for Mental Illness, consisting of complete rest and often with special diet, massage, etc., especially at a spa or sanitorium.

**Rider:** Any attachment, endorsement, schedule, or similar document attached to, issued in connection with, or otherwise expressly made a part of the Master Policy of Insurance, the Certificate, the Declaration of Insurance, or the Application.

**Schedule of Benefits:** The summarized Schedule of Benefits, coverages, limits, and sub-limits for ease of reference in Section 2 of this Certificate, all of which are subject to the full terms of this Insurance.

**Service Provider:** Hospital, convalescent or 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, licensed medical practitioner, physician's assistant (PA), nurse, nurse practitioner (NP), medical laboratory, assistance service company, air or ground ambulance firm, or any other such facility that the Company approves.

**Sky Diving:** The sport or activity of jumping from an aircraft and typically executing a prolonged free fall before deploying a parachute.

**Spouse:** If not legally separated or divorced, Your legal Spouse, legal domestic partner or legal civil partner as determined by the State or other applicable governmental jurisdiction in which the legal union is sanctioned.

**Substance Abuse:** Condition brought about when an individual uses alcohol, chemicals, or any other drug(s) in such a manner that his or her health or judgement is impaired or ability to control actions is lost.

**Surgeon(s):** Doctor of Medicine or a Doctor of Osteopathy licensed to render medical services or perform Surgery(ies) in accordance with the laws of the jurisdiction where such professional services are performed.

**Surgery(ies):** Invasive diagnostic procedure or the Treatment of Injury or Illness by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

**Telehealth Consultation or Care:** The long-distance or remote distribution of (i) health-related services and information; (ii) Treatment of Injury or Illness; or (iii) other live consultations, each of which involves an Insured Person and a Physician or Nurse Practitioner at different locations using telecommunications technologies including internet, phone, video, audio, and computers.

**Terrorist Activity:** Act or acts including, but not limited to, the use of force or violence or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons, including the intention to influence any government or to put the public or any section of the public in fear.

**Traveling Companion:** Insured Person(s) traveling with You on Your Trip other than Your Spouse and any Child(ren).

**Treatment:** Specific in-office or Hospital physical examination, diagnostic procedures and services, consultation, Surgery, care, and medical services and supplies including medication prescribed or provided by a Service Provider for You, each of which is related to condition(s) that first manifested itself, worsened, or became acute or that had symptoms which would have prompted a reasonable person to seek such Treatment.

**Trekking:** Sport, hobby, or profession of traveling by foot through rough terrain to or from a specific location, frequently undertaken over the course of several days and requiring more preparation than hiking.

**Trip:** A period of scheduled travel outside of Your Home Country, for which coverage for travel arrangements is requested and the premium is paid.

**United States:** The fifty (50) states and the District of Columbia.

**Urgent Care Visit:** A visit to a facility to receive medical care for an Injury or Illness which requires prompt attention but is typically not of such seriousness as to require the services of a Hospital emergency room. The nature of this care would also not allow for a scheduled Outpatient office visit.

**Usual, Reasonable, and Customary (URC):** Maximum amount that the Company determines is Usual, Reasonable and Customary for Covered Expenses You receive up to, but not to exceed, charges actually billed. The Company's determination considers (i) amounts charged by other Service Providers for the same or similar service in the locality where received considering the nature and severity of the bodily Injury or Illness in connection with which such services and supplies are received; (ii) any usual medical circumstances requiring additional time, skill, or experience; and (iii) 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 Usual, Reasonable, and Customary charge is equal to the amount that constitutes payment in full under any reimbursement agreement with the Company.

**War, Hostilities, and War-like Operations:** War, Hostilities, or War-like Operations whether war be declared or not; invasion; act of an enemy foreign to the nationality of the Insured Person or the country in or over which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of or amounting to an uprising; military or usurped power; explosions of war weapons; utilization of nuclear, chemical, or biological weapons of mass destruction howsoever these may be distributed or combined; murder or assault that was the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; or any action taken in controlling, preventing, or suppressing any or all of the situations described above. For the purpose of this definition (i) "utilization of nuclear weapons of mass destruction" means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals (including in connection with Terrorist Activity); (ii) "utilization of chemical weapons of mass destruction" means the emission, discharge, dispersal, release or escape of any solid, liquid, or gaseous chemical compound that, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals (including in connection with Terrorist Activity); (iii) "utilization of biological weapons of mass destruction" means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) that are capable of causing incapacitating disablement or death amongst people or animals (including in connection with Terrorist Activity).

**We, Us or Our:** Seven Corners, Inc.

**You or Your:** An Insured Person.

## Section 11. Claims

- 11.1 Notice of Claim.** Written notice of claim must be given to the Company within ninety (90) days after the Occurrence or commencement of any Occurrence covered by the Plan. Notice given by or on behalf of the claimant to the Administrative Offices of the Company or to any authorized agent of the Company, with information sufficient to identify You, shall be deemed notice to the Company.
- 11.2 Claim Forms.** The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of the Plan as to Proof of Loss upon submitting, within the time fixed in the Certificate for filing Proofs of Loss, written proof covering the Occurrence, the character, and the extent of the Occurrence for which claim is made.
- 11.3 Proof of Loss.** Proof of Loss must be provided within ninety (90) days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within the provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than twelve (12) months from the time it is otherwise required, except in the absence of legal capacity.
- 11.4 Time of Payment of Claims.** Indemnities payable under the Certificate for any loss other than loss for which the Certificate provides any periodic payment will be paid immediately upon receipt of due written Proof of Loss. Subject to due written Proof of Loss, all accrued indemnities for loss for which the Certificate provides periodic payment will be paid at the expiration of each four (4) weeks during the continuance of the period for which the Company is liable, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.
- 11.5 Payment of Claims.** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to Your estate. Any other accrued indemnities unpaid at Your death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to You. If any indemnity of the Certificate shall be payable to Your estate or to an Insured Person who is under the age of eighteen (18) years or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000, to any Relative by blood or connection by marriage of the Insured Person who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment. Subject to any written direction of You, all or a portion of any indemnities provided by this Certificate on account of Hospital, nursing, medical or Surgical service may, at the Company's option and unless You request otherwise in writing not later than the time for filing Proof of Loss, be paid directly to the Hospital or person rendering such services, but it is not required that the service be rendered by a particular Hospital or person.
- 11.6 Appeal of Claims.** If the Company denies all or any part of a claim, You will have a maximum of two (2) appeals for review of the claim and determination, and You must file two (2) appeals before bringing any legal action hereunder. You will have sixty (60) days from the date of the notice of denial within which to file an appeal. You may submit written comments, documents, records, or other information with the notice of appeal. The Company will respond in writing to an appeal as soon as reasonably possible but, in any event, within ninety (90) days from receipt of the notice of appeal.

- 11.7 Subrogation.** To the extent the Company pays for a loss suffered by You, the Company will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company.
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## Section 12. Additional Plan Provisions

- 12.1 Severability of Interest.** This Certificate shall operate in all respects as if a separate Certificate had been issued to each Insured Person hereunder except that in no event shall the total liability of the Company or in respect of all Insured Persons hereunder exceed the limit of indemnity stated in this Certificate.
- 12.2 Selection of Providers.** You and/or Your family members, guardians, Physicians, and other health care providers are solely responsible for making decisions regarding the selections of Physicians, Hospitals, or other health care or health Service Providers and regarding any medical Treatment decisions for or on Your behalf. Neither the Company nor We have the right, obligation, or authority to make such decisions.
- 12.3 Physical Examination and Autopsy.** The Company at its own expense will have the right and opportunity to examine the body of any Insured Person whose Injury or Illness is the basis of a claim when and as often as the Company may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.
- 12.4 Cooperation.** You and Your health care and medical Services Providers and suppliers, Physicians, and Hospitals must cooperate fully with the Company and Us in reviewing, investigating, adjudicating, and administering any claims under this Certificate. This includes, but is not limited to, access to all relevant, pertinent, or related records, medical documentation, medical histories, reports, lab or test results, x-rays, and other available evidence. The Company may suspend or pend adjudication of a claim or deny benefits or coverage for refusal to cooperate or delay in cooperation or for any act or omission by the above-referenced persons or entities that hinders, delays, impairs, or otherwise prejudices the performance of the Company's obligations hereunder.
- 12.5 Refund of Premium.** We hope You are satisfied with the coverage provided under this Plan. However, if this insurance does not meet Your requirements, please notify Us in writing prior to the Effective Date to obtain a full refund. If a written request is received after the Effective Date, the unused portion of the Plan cost may be refunded minus a cancellation fee of \$35.00, provided no claim has been submitted to Us for reimbursement. Additionally, no refund will be made after a claim has been denied or not paid. Upon refund, neither the Company nor You shall have any further rights, liabilities, or obligations under this Certificate.
- 12.6 Other Insurance.** All coverages except Accidental Death and Dismemberment and Common Carrier Accidental Death are in excess of all other insurance or similar benefit programs and shall apply only when such benefits thereunder are exhausted. This Plan is secondary coverage to any other insurance except Medicaid. Such other insurance or similar benefit programs may include, but are not limited to, membership benefit; workers' compensation benefits or programs; government programs; group or blanket coverage; prepayment coverage; union, labor, or employee plans; socialized insurance program or program otherwise required by law or statute; automobile insurance; or third-party liability insurance.

- 12.7 Misrepresentation and Fraud.** The Company explicitly relies on Your Application and the information contained in it to determine whether such individual meets the eligibility requirements for the issuance of a Certificate. Any misstatement, misrepresentation, concealment, omission, or fraud in Your Application will render Insurance for each Insured Person null and void from issuance, and no coverage will be afforded to such Insured Person under any circumstances.

The Company explicitly relies on statements made by You in connection with all claims under this Certificate to determine whether or not and to what extent benefits under this Insurance are payable. Any misstatement, misrepresentation, concealment, omission, or fraud by You relating to any claim hereunder shall render the Insurance for each Insured Person null and void from issuance, and no coverage will be afforded to such Insured Person under any circumstances.

Nothing in this section shall in any way affect any other remedies available to the Company with respect to any misstatement, misrepresentation, concealment, omission, or fraud by an Insured Person.

- 12.8 Legal Actions.** No actions at law or in equity shall be brought to recover on the Certificate prior to the expiration of sixty (60) days after written Proof of Loss has been furnished in accordance with requirements of this Certificate. All legal actions, whether in law or equity, arising under this Certificate shall be barred unless written notice thereof is received by the Company or Us within one (1) year from the date of the event giving rise to such legal action. No such action shall be brought after expiration of three (3) years after that time written Proof of Loss is required to be furnished. You further agree that no such actions will be taken to recover under the Certificate until after You have complied with Section 11.6.

You and the Company irrevocably agree and submit to the exclusive jurisdiction and venue of the state and federal courts located in the State of Indiana for any action brought under the Certificate. The Court will be the trier of fact for any dispute under this Certificate, and the parties expressly waive their rights to a jury trial.

- 12.9 Coverage Intent.** This is not a general health insurance policy, but an interim travel medical program intended for use while You are away from Your Home Country or country of residence.

- 12.10 Complaints.** Any enquiry or complaint relating to this insurance should be referred to Seven Corners, Inc. in the first instance.

Claims Quality Manager  
303 Congressional Boulevard  
Carmel, Indiana 46032  
USA  
[complaints@sevencorners.com](mailto:complaints@sevencorners.com)

- 12.11 Modification and Waiver.** No modification to or waiver of the terms of the Master Policy of Insurance, this Certificate, the Declaration, or the Plan is binding unless expressly set forth in writing and signed by an authorized agent or representative of the Company. Failure of the Company or Us to enforce Your obligation hereunder is not a waiver. No statement made by an agent, employee, or representative of the Company or Us will be deemed or construed as a modification, waiver, actionable representation, promise, or an estoppel or will create any liability against the Company or Us.

- 12.12 Assignment.** No transfer or assignment of any of Your rights, benefits, or interests under this Certificate will be valid, binding upon, or enforceable against the Company unless agreed to in writing by the Company.

- 12.13 Termination.** The Plan may be terminated at any time by either the Company or Us by giving at least thirty (30) days written notice to the group and to the Insured Person(s). Such termination will have no effect on this Plan, or the benefits provided hereunder prior to the date of the termination. No Applications will be accepted, and no additional Certificates will be issued following termination.
- 12.14 Entire Agreement.** The Master Policy of Insurance, the Application, the Certificate, the Declaration, and any Riders constitute the entire Agreement between the Company and You. The coverage evidenced by this Certificate is subject to all the terms and conditions of the Master Policy of Insurance, the Application, the Declaration, and any Riders.
- 12.15 Office of Foreign Assets Control and Other Denied Party Lists.** Coverage will be immediately null and void if any Insured Person (i) appears on the like of Specially Designated Nationals and Blocked Persons administered by the UNITED STATES Treasury Department's Office of Foreign Assets Control ("OFAC") or other denied party lists maintained by the UNITED STATES Government, the European Union ("EU"), United Nations ("UN"), or the United Kingdom ("UK"); (ii) is resident or physically present in a country or territory subject to sanctions, prohibitions, or restrictions administered by OFAC, the EU, the UN, or the UK; or (iii) is a person who is otherwise the target of UNITED STATES, EU, UN, or UK sanctions, laws, or regulations such that the Company cannot deal or otherwise engage in business transactions with such person. Whenever any coverage provided hereunder would be in violation of any UNITED STATES, EU, UN, or UK sanctions, prohibitions, or restrictions, such coverage shall be immediately null and void. The Company may be compelled by law to seize premiums, deny services, or withhold claims payments if an Insured Person becomes subject to UNITED STATES, EU, UN, or UK sanctions while this Certificate is in effect. Any payment for services will only be made in full compliance with all United States' economic or trade sanction laws or regulations including, but not limited to, sanctions, laws, and regulations administered and enforced by the OFAC. For more information, consult the OFAC website at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/).
- 12.16 Patient Protection and Affordable Care Act ("PPACA").** THE INSURANCE PROVIDED HEREUNDER IS NOT SUBJECT TO, IS NOT INTENDED TO COMPLY WITH, AND DOES NOT PROVIDE ALL BENEFITS REQUIRED BY PPACA. THIS INSURANCE IS NOT QUALIFYING HEALTH COVERAGE ("MINIMUM ESSENTIAL COVERAGE") THAT SATISFIES THE HEALTH CARE COVERAGE REQUIREMENT OF PPACA. IF AN INSURED PERSON DOES NOT HAVE MINIMUM ESSENTIAL COVERAGE, HE OR SHE MAY OWE AN ADDITIONAL PAYMENT WITH HIS OR HER TAXES. INSURED PERSONS ARE RESPONSIBLE FOR DETERMINING IF AND HOW PPACA IS APPLICABLE TO HIM OR HER AND SHOULD CONSULT HIS OR HER OWN TAX ADVISORS. NEITHER THE COMPANY NOR WE SHALL HAVE LIABILITY WHATSOEVER FOR AN INSURED PERSON'S FAILURE TO OBTAIN PPACA-COMPLIANT COVERAGE.
- 12.17 Surplus Lines.** THIS INSURANCE IS ISSUED PURSUANT TO APPLICABLE SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF STATE INSURANCE GUARANTY LAWS TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.
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## INSURANCE ACT 2015 – Remedies for breach of the duty of fair representation

1. If, prior to entering into this insurance contract, the Insured shall breach the duty of fair representation, the remedies available to the Insurer are set out below.
  - a. If the Insured's breach of the duty of fair representation is deliberate or reckless:
    - i. The Insurer may avoid the contract and refuse to pay all claims; and,
    - ii. The Insurer need not return any of the premiums paid.
  - b. If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
    - i. If the Insurer would not have entered into the contract at all, the Insurer may avoid the contract and refuse all claims, but must return the premiums paid.
    - ii. If the Insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so requires.
    - iii. In addition, if the Insurer would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .
2. If, prior to entering into a variation to this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.
  - a. If the Insured's breach of the duty of fair presentation is deliberate or reckless:
    - i. The Insurer may by notice to the Insured treat the contract as having been terminated from the time when the variation was concluded; and,
    - ii. The Insurer need not return any of the premiums paid.
  - b. If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
    - i. If the Insurer would not have agreed to the variation at all, the Insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
    - ii. If the Insurer would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the Insurer so requires.
    - iii. If the Insurer would have increased the premium by more than it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .
    - iv. If the Insurer would not have reduced the premium as much as it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/reduced total premium}) \times 100$ .



#### Remedies for breach of the duty of fair presentation – group insurance

3. If this insurance contract provides cover for any person who is not a party to the contract (“a covered person”), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause (1) and (2) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

LMA9121 (amended)

16 March 2016

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#### **INSURANCE ACT 2015 – Fraudulent claims clause**

1. If the Insured makes a fraudulent claim under this insurance contract, the Insurer:
  - a. Is not liable to pay the claim; and
  - b. May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
  - c. May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.
2. If the Insurer exercises its right under clause (1)(c) above:
  - a. The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer’s liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - b. The Insurer need not return any of the premiums paid.

#### Fraudulent claims – group insurance

1. If this insurance contract provides cover for any person who is not a party to the contract (“a covered person”), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause (1) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

LMA5256

16 March 2016

# DISCLOSURES

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**NOTICE:** For further information on this Plan, visit [sevendcorners.com](http://sevendcorners.com).

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

**PRIVACY STATEMENT:** We know that your privacy is important to you and we strive to protect the confidentiality of your non-public personal information. We do not disclose any non-public personal information about our insureds or former insureds to anyone, except as permitted or required by law. We maintain appropriate physical, electronic and procedural safeguards to ensure the security of your non-public personal information. You may obtain a detailed copy of our privacy policy by calling us at 1-800-335-0611 (toll-free) or 317-575-2656 (worldwide) or by visiting us at [sevendcorners.com/about/legal/privacy-policy](http://sevendcorners.com/about/legal/privacy-policy).

**COMPLAINTS:** In the event that you remain dissatisfied and wish to make a complaint, you can do so to the Complaints team at:

Seven Corners, Inc.  
303 Congressional Boulevard  
Carmel, Indiana 46032  
USA  
[complaints@sevendcorners.com](mailto:complaints@sevendcorners.com)

**DATA PROTECTION:** Please note that sensitive health and other information that you provide may be used by us, our representatives, the insurers and industry governing bodies and regulators to process your insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited, or no data protection laws). We have taken steps to ensure your information is held securely. Where sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use as set out above. Information we hold will not be shared with third parties for marketing purposes. You have the right to access your personal records.

By purchasing this insurance provided by HDI Global Specialty SE, you become a member of the ITA Global Trust, Ltd.

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## PRIVACY NOTICE – CLAIMS STAGE

HDI Global Specialty SE and its agents may be required to process personal data in order to consider this matter and manage any claim(s) which may arise from it. Personal data may be processed for the following purposes:

- Considering the facts, context and/or circumstances connected with this matter;
- Managing insurance and reinsurance claims;
- Defending or prosecuting legal claims or regulatory proceedings; and
- Investigating or prosecuting fraud.

In order to undertake these tasks HDI Global Specialty SE may share personal data with insurance brokers, insurers, reinsurers and other insurance market participants.

HDI Global Specialty SE's full data privacy policy is set out at [www.hdi.global/legal/privacy/](http://www.hdi.global/legal/privacy/).