COMPASS Student Insurance
A FutureHealth Systems Company

OPT Enhanced Plan

International Student Health Certificate

Individual Coverage

Policy ID: SEC-243-26

This policy is administered by:

TSS Total Scholastic Solutions | USCHIP Solutions College Health Insurance Plans



Please note that this summary contains a description of the insurance benefits provided by the insurance coverage you have purchased. The coverage is provided by a group insurance policy issued to the Fairmont Specialty Trust by Crum & Forster SPC through ITI SP. By purchasing this coverage you have become a participant in the Fairmont Specialty Trust, a copy of the subscription agreement is contained herein. This description is not intended to be a contract of insurance. Complete provisions pertaining to the insurance coverage are contained in the policy. In the event of any conflict between this plan summary and the policy, the policy will govern. The policy is not designed to cover U.S. residents and citizens, and it is not subject to guaranteed issuance or renewal.

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." 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.

TSS is the marketing name for Total Scholastic Solutions, LLC, including its subsidiary and affiliated companies. Administration and intermediary services for the insurance coverage are provided by or through operating subsidiaries of Total Scholastic Solutions, LLC, including TSS Assist, Inc., TSS Administrative Services, Inc., USCHIP, LLC, and SHIP, Ltd. Insurance products are provided by an insurance company unaffiliated with TSS..

Total Scholastic Solutions

TABLE OF CONTENTS

SCHEDULE OF BENEFITS 4

MEDICAL EXPENSE BENEFITS 4

1.0 GENERAL PROVISIONS ..... **Error! Bookmark not defined.**

2.0 ELIGIBILITY 8

3.0 PREMIUM, CANCELLATION, AND PLAN PROVISIONS 9

4.0 PRE-AUTHORIZATION REQUIREMENTS AND PROCEDURES 11

5.0 MEDICAL EXPENSE BENEFIT DESCRIPTIONS 11

6.0 NON-MEDICAL EXPENSE BENEFIT DESCRIPTIONS 15

7.0 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT DESCRIPTION 16

8.0 EXCLUSIONS AND LIMITATIONS 16

9.0 HOW TO FILE A CLAIM 20

10.0 APPEALS PROCEDURE 24

11.0 COMPLAINTS PROCEDURE 24

12.0 LAW AND JURISDICTION 25

13.0 PRIVACY NOTICE 25

14.0 DEFINITIONS 29

15.0 SUBSCRIPTION AGREEMENT 39

SCHEDULE OF BENEFITS

The Schedule of Benefits is a summary outline of the benefits covered under this insurance Plan. The benefits are divided into three sections: Medical Expense Benefits, Non-Medical Expense Benefits, and Accidental Death & Dismemberment Benefits. Please read the Description of Benefits sections for full details. All benefits described are subject to the definitions, exclusions and provisions.

ELIGIBLE PERSONS

Eligible Person is an individual who meets all the requirements of one of the covered Classes shown below:

Class 1

A valid visa holder who is outside their Home Country and registered within a program that includes: Optional Practical Training (OPT), H1B work program, summer or winter camp, and students arriving in the United States prior to the start of the school/university session. Individuals must be a minimum of 18 years and a maximum of 50 years.

MEDICAL EXPENSE BENEFITS

The following Medical Expense Benefits are subject to the Insured Person's Deductible, Copayment, and Coinsurance amount. After satisfaction of the Deductible and applicable Copayments, the Insurer will pay eligible benefits set forth in this Schedule at the specified Plan Coinsurance and reimbursement level.

GENERAL FEATURES AND PLAN SPECIFICATIONS	
U.S. Provider Network	United Healthcare
Area of Coverage	Worldwide Basis, Excluding Home Country
Maximum Benefit Payable per covered Illness or Injury	$500,000
Individual Deductible per covered Illness or Injury	
• In-Network Provider	$250
• Out-of-Network Provider	$250

Copayments

Copayments do not apply to the Deductible or the Out-of-Pocket Maximum.

• **Student Health Center Copayment**	$0
• **Physician/Specialist Office Visit Copayment**	$30
• **Diagnostic Testing - X-Ray and Laboratory (per test)**	$50
• **Advanced Imaging (per test)**	$100
• **Urgent Care Center Visit Copayment**	$30
• **Hospital Copayment per Admission**	$350
• **Emergency Room Visit Copayment**	$350

GENERAL FEATURES AND PLAN SPECIFICATIONS	
Pre-Existing Condition Limitation (12 months Lookback Period)	Students: Pre-Existing Conditions are covered after a 12 months Waiting Period. Must be continuously insured for 365 days under this Plan.
Out-of-Pocket-Maximum per Period of Insurance • In-Network and Out-of-Network combined	Unlimited

PLAN BENEFITS

This Plan is designed to protect you from an Acute Illness or Accident requiring Emergency Treatment. It also provides coverage in non-emergency situations where medical intervention would be the proper course of action, provided such condition first manifested during the Period of Insurance. This Plan does not cover care for wellness medical conditions, extended treatment, or Pre-Existing Conditions during the Waiting Period and is not a replacement for longer term medical, preventive, or maintenance needs. Non-emergency care and treatment that should be rendered in the Insured's Home Country, in the opinion of the Insurer, will not be covered.

COVERED SERVICES AND BENEFIT LEVELS Subject to Deductible, Coinsurance, Copayment, and Maximum Benefit per Period of Insurance.	**WHAT THE INSURANCE PLAN COVERS** The following Coinsurance applies for In-Network Providers in the U.S. or for expenses incurred outside the U.S. (if available). Coinsurance reduces to 60% UCR when Out-of-Network Providers in the U.S. are used.
HOSPITALIZATION AND INPATIENT BENEFITS	
Accommodations including semi-private room	80% Preferred Allowance
Intensive Care/Cardiac Care	80% Preferred Allowance
Mental Health • Maximum benefit per Period of Insurance: $10,000	80% Preferred Allowance
Inpatient Consultation/Visit by a Physician or Specialist	80% Preferred Allowance
Diagnostic Testing and Hospital Miscellaneous Expense	80% Preferred Allowance

OUTPATIENT BENEFITS	
Physician Visit or Consultation by Specialist • Copayment applies	80% Preferred Allowance
Diagnostic Testing • X-Ray and Laboratory • MRI, PET, and CT scans • Copayment applies	80% Preferred Allowance
Physical Therapy • Maximum Benefit per visit: $50 • Maximum Benefit per Period of Insurance: $1,000 • Copayment applies	80% Preferred Allowance
Mental Health • Maximum Benefit per visit: $50 • Maximum Benefit per Period of Insurance: $1,000 • Copayment applies	80% Preferred Allowance
SURGICAL BENEFITS (INPATIENT/OUTPATIENT)	
Inpatient, Outpatient or Ambulatory Surgery Includes: • Surgeon's Fees • Out of network Assistant Surgeon or Anesthesiologist (up to 25% of Usual, Customary & Reasonable for surgery) • Facility fees • Laboratory tests • Medications and dressings • Other medical services and supplies	80% Preferred Allowance
EMERGENCY BENEFITS	
Emergency Room and Medical Services • Non-emergency use of the emergency room is Not Covered • Copayment applies	80% Preferred Allowance
Ambulance Services • Emergency local ground ambulance	80% Preferred Allowance
Emergency Dental • Limited to accidental Injury of sound natural teeth sustained while covered • Maximum Benefit per Period of Insurance: $500	80% Preferred Allowance

OTHER BENEFITS (INPATIENT/OUTPATIENT)	
Alcohol and Substance Abuse • Rehabilitative treatment only • Maximum Benefit per Period of Insurance: $1,000	80% Preferred Allowance
Prescription Medications • Up to 31-day supply per prescription • For an Illness covered under this Plan • Includes oral contraceptives • CVS/Caremark network pharmacy is required • Maximum Benefit per Period of Insurance: $2,000	80% of charges
Motor Vehicle Accident • Injuries caused by Accident • Maximum Benefit per Period of Insurance: $10,000	Same as any other Injury
Passive War and Terrorism	Included

NON-MEDICAL EXPENSE BENEFITS

Non-Medical Expense Benefits do not accumulate towards the Medical Expense Maximum Benefit payable per Period of Insurance or toward the Lifetime Maximum.

ADDITIONAL BENEFITS	
Medical Evacuation and Repatriation • Maximum Benefit per Period of Insurance: $100,000	Included
Return of Mortal Remains • Maximum Benefit: $50,000	Included

ACCIDENTAL DEATH AND DISMEMBERMENT	
Principal Sum for Primary Insured Person	$50,000
Time Period for Loss	90 days from the date of the covered Accident
Loss of:	**Benefit: Percentage of Principal Sum**
Accidental Death	100%
Loss of Both Hands or Feet, or Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand or Foot and Entire Sight of One Eye	100%
Loss of One Hand or Foot	50%
Loss of Sight of One Eye	50%

1.0 GENERAL PROVISIONS

The Policyholder is the Fairmont Specialty Trust, hereinafter shall be referred to as the "Trust".

The Insurer, Crum & Forster, SPC, hereinafter shall be referred to, sometimes collectively, as the "Insurer", "We" "Us", "Our" or "Company".

The declarations of the Insured Person in the application serve as the basis for participation in the Trust. If any information is incorrect or incomplete, or if any information has been omitted, the insurance coverage may be rescinded or terminated. Any references in this Summary of Benefits to the Insured Person expressed in the masculine gender shall be interpreted as including the feminine gender whenever appropriate.

No change in the Master Policy will be valid until approved by one of Our executive officers. This approval must be endorsed on or attached to the Master Policy. No agent may change the Master Policy or waive any of its provisions.

This Plan is an international health insurance policy issued to the Trust. This insurance shall be governed by the Laws of the Cayman Islands If any dispute arises as to the interpretation of this document, the English version shall be deemed to be conclusive and taking precedence over any other language version of this document.

Notwithstanding any other terms under this Plan, neither the Insurer nor any firm appointed as administrator shall provide coverage or make any payments or provide any service or benefit to any Insured Person, beneficiary, or third party who may have any rights under this Plan to the extent that such cover, payment, service, benefit, or any business or activity of the Insured Person would violate any applicable trade or economic sanctions law or regulation.

2.0 ELIGIBILITY

2.1 Eligible Classes

Individuals enrolled in a program including Optional Practical Training (OPT), H1B work program, , summer or winter camps, and students arriving in the United States prior to the start of the school session outside of their Home Country. Individuals must actively attend the program they have enrolled. Students must actively attend classes or the program they have enrolled. Home study, correspondence, and online courses do not fulfill the Eligibility requirements that the student actively attend class.

The Insurer has the right to investigate Eligibility status and attendance records to verify Eligibility requirements are met. If it is discovered the Eligibility requirements are not met, the insurance coverage will be terminated.

2.2 Persons Eligible to be an Insured Person

The Insured Person on this Plan who is an Eligible Person as identified in the Schedule of Benefits, a Non-United States Citizen travelling outside their Home Country and travelling to the United States and has their true, fixed and permanent home and principal establishment outside of the United States and holds a current and valid passport, and for whom proper Premium payment has been made when due.

Insured Persons are those persons described as an Eligible Class.

Insured Persons who are United States citizens or permanent legal residents of the United States are not eligible for coverage.

2.3 Effective and Termination Dates

The Insured Person's coverage becomes effective on the first day of the period for which Premium is received and accepted, provided that the Insured Person is an Eligible Person.

The Insured Person's coverage ends on the earlier of: the date that the Insured Person is no longer an Eligible Person, or the end of the period through which Premium is paid. Termination of coverage for the Insured Person also terminates coverage for all insured Dependents.

If an Insured Person's return to their Home Country is delayed due to unforeseeable circumstances beyond their control, the insurance coverage will be extended until such trip can be completed, but no later than seven days from the original insurance coverage expiration, or if medical evacuation was necessary, upon the Insured Person's evacuation to the Home Country.

Termination of coverage for an Insured Person will be without prejudice to any claim incurred prior to the Effective Date of such termination.

Note: The minimum period of insurance must be the entire duration the Insured Person actively attends classes. Eligible individuals may enroll onto the Plan no earlier than 60 days prior to the start of their classes and terminate coverage no later than 60 days after classes have ended.

3.0 PREMIUM, CANCELLATION, AND PLAN PROVISIONS

3.1 Premium Payment

All Premiums are payable before coverage is provided, unless otherwise agreed upon.

3.2 Cancellation

The Insurer may at any time terminate an Insured Person, or modify coverage to different terms, if the Insured Person has at any time:

- Misled the Insurer by misstatement or concealment,
- Knowingly claimed benefits for any purpose other than are provided for under this Plan,
- Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to the Insurer's detriment,
- Failed to observe the terms and conditions of this Plan or failed to act with utmost good faith.

If a claim for benefits has been submitted, or there has been an incident that may lead to a claim, the Insurer will not refund any Premium.

Notwithstanding the above, if the Insured Person cancels the insurance coverage after it has been issued or reinstated, the Insurer will not refund Premium

3.3 Period of Insurance

The insurance coverage term begins on the Effective Date as shown on the Medical Identification Card and ends at midnight on the date shown, but no longer than 365 days later. The coverage is not subject to guaranteed issuance or renewal.

3.4 Duration of Coverage

Benefits are paid to the extent that an Insured Person receives any of the treatments covered under the Schedule of Benefits following the Effective Date, including any additional Waiting Periods and up to the date such individual no longer meets the definition of Insured Person, or their last date of coverage.

3.5 Compliance with the Plan Terms

The Insurer's liability to an Insured Person will be conditional upon that Insured Person complying with its terms and conditions.

3.6 Fraudulent/Unfounded Claims

If any claim is in any respect fraudulent or unfounded, all benefits paid and/or payable in relation to that claim shall be forfeited and, if appropriate, recoverable.

3.7 Waiver of Terms or Conditions

The waiver of a term or condition by the Insurer in relation to an individual case will not prevent the Insurer from relying on such term or condition thereafter.

3.8 Denial of Liability

Neither the Insurer nor the Policyholder is responsible for the quality of care received from any institution or individual. This insurance coverage does not give the Insured Person any claim, right or cause of action against the Insurer or Policyholder based on an act of omission or commission of a Hospital, Physician or other Provider of care or service.

3.9 Extension of Benefits

If an Insured Person is hospital confined on the termination date of coverage, benefits will continue to be paid until the earlier of discharge from the hospital they are confined to, or until the Maximum Benefit has been paid, whichever occurs first. In no event will benefits continue beyond 30 days from the termination date of coverage.

3.10 Preferred Provider Network

United States only:

- **In-Network Preferred Provider:** This tier consists of Preferred Providers and Hospitals who have a contract with the Preferred Provider Organization to provide specific medical care and that have agreed to accept a Preferred Allowance as payment in full for the specific service. The Medical Identification Card contains the logo for the network. Present it to the Physician or Hospital.
- **Out-of-Network Provider:** Utilizing Providers that are Out-of-Network is a more costly financial option for the Insured Person. The Insurer reimburses such Providers up to an Allowable Charge as determined by the Insurer. The Provider may bill the Insured Person the difference between the amounts reimbursed by the Insurer and the Provider's billed charge. Additionally, the Insured Person will pay a Coinsurance amount that is higher than if an In-Network Provider were used.
- **Out-of-Network Area:** When there are no network Providers located within a 30-mile radius of Your local residence, charges from such Providers will be treated the same as a U.S. In-Network Preferred Provider.

The Insurer retains the right to limit or prohibit the use of Providers which significantly exceed Allowable Charges.

4.0 PRE-AUTHORIZATION REQUIREMENTS AND PROCEDURES

Pre-Authorization is a process by which an Insured Person obtains approval for certain medical procedures or treatments prior to the commencement of the proposed medical treatment. During this process, the Insured may also be directed to In-Network Providers capable of providing the appropriate level of care. TSS Assist must be contacted a minimum of five business days prior to the scheduled procedure or treatment date to initiate the Pre-Authorization process.

Seeking medical care at a Hospital emergency room is advised only if the Insured is suffering a Medical Emergency. When a Medical Emergency exists, the TSS Assist team must be contacted no later than 48 hours after seeking care. Within the United States, use of the emergency room for non-emergency services may result in higher Out-of-Pocket costs to the Insured Person. When a non-Medical Emergency exists, contact TSS Assist who will direct you to an In-Network Provider capable of providing the appropriate level of care.

The following services require Pre-Authorization:

- Any Hospitalization,
- Outpatient or Ambulatory Surgery,
- All Cancer Treatment (Including Chemotherapy and Radiation),
- Advanced medical imaging including MRI, PET, and CT scan
- Highly specialized drugs, specialty treatments, and prescription medications in excess of $500 per refill,
- Medical Evacuation/Repatriation and all other Non-Medical Expense benefits,
- Any condition, which does not meet the above criteria, but are expected to accumulate over $1,500 of medical treatment per Period of Insurance.

Failure to obtain pre-authorization will result in a 30% reduction in payment of Covered Expenses. The penalty does not apply to the Out-of-Pocket maximum. If treatment would not have been approved by the pre-authorization process, all related claims will be denied.

Pre-Authorization approval does not guarantee payment of a claim in full, as additional Copayments and Out-of-Pocket expenses may apply. Benefits payable under the Plan are still subject to Eligibility at the time charges are actually incurred, and to all other terms, limitations, and exclusions of the Plan.

5.0 MEDICAL EXPENSE BENEFIT DESCRIPTIONS

THE FOLLOWING PROVIDES AN EXPLANATION OF THE BENEFITS OFFERED BY THE INSURER. PLEASE REFER TO THE SCHEDULE OF BENEFITS FOR THE SPECIFIC BENEFITS COVERED UNDER THIS PLAN OF INSURANCE.

All benefits provided under this Plan for a covered Illness or Injury must be:

- Ordered or recommended by a Physician and under the scope of the Physician's licensing,
- Medically necessary, and
- Delivered in an appropriate medical setting.

5.1 HOSPITALIZATION AND INPATIENT BENEFITS

5.1.a Accommodations

Benefits are provided for room and board, special diets, and general nursing care. All charges more than the allowable semi-private room rate are the responsibility of the Insured.

Benefits are also provided for treatment in the Intensive Care or Coronary Care Unit if it is the most appropriate place for the Insured to be treated, the care provided is an essential part of the Insureds treatment, and the care provided is routinely required by patients suffering from the same type of Illness or Injury or receiving the same type of treatment.

The Insurer will pay costs if:

- Treatment is Medically Necessary for the Insured Person to be treated on an Inpatient or Daycare basis,
- The stay in the Hospital is for a medically appropriate period of time, and
- The treatment received is provided or managed by a Physician or specialist

Covered Expenses do not include:

Inpatient Hospital Confinements primarily for purposes of receiving non-acute, long term Custodial Care, respite care, chronic maintenance care, or assistance with Activities of Daily Living (ADL), are not eligible expenses.

Expenses for items that are provided solely for personal comfort or convenience such as television, private rooms, housekeeping services, guest meals and accommodations, special diets, telephone charges, and take-home supplies are not covered.

5.1.b Medical Treatment, Medicines, Laboratory, Diagnostic Tests, and Hospital Miscellaneous Expense

Miscellaneous expenses charged by a Hospital or ambulatory surgical center for Outpatient surgery. Miscellaneous expenses include, but are not limited to: X-ray, laboratory, in-Hospital physiotherapy, orthopedic appliances, pre-admission tests, and all other necessary charges, other than room and board, for services received during a Hospital stay.

5.1.c Inpatient Consultation/Visit by a Physician or Specialist

Benefits are provided for the reimbursement of one Physician visit per day while the Insured Person is a patient in a Hospital or Extended Care Facility. Visits that are part of normal preoperative and postoperative care are covered under the surgical fee and Insurer will not pay separate charges for such care. If Medically Necessary, the Insurer may elect to pay more than one visit of different Physicians on the same day if the Physicians are of different specialties. The Insurer will require submission of records and other documentation of the Medical Necessity for the intensive services.

5.2 OUTPATIENT BENEFITS

5.2.a Physician Visit or Consultation by a Specialist

Benefits are provided for medical visits to a Physician or Specialist, in their office, if Medically Necessary. Benefits are limited to one visit per day per Insured Person. The Insurer may elect to pay more than one visit to different Physicians on the same day if the Physician or Specialist are of different specialties.

5.2.b Diagnostic Testing

Benefits are provided for diagnostic testing including MRI, ultrasound, and other specialized testing to diagnose an Illness or Injury.

5.2.c Advanced Medical Imaging

Benefits are provided for Medically Necessary advanced imaging recommended by a Physician or a Specialist to diagnose or treat an Illness or Injury. This includes:

- Magnetic Resonance Imaging (MRI),
- Computed tomography (CT), and
- Positron Emission Tomography (PET).

5.2.d Physical Therapy

Benefits are provided for Medically Necessary therapy services rendered to an Insured Person. Services must be pursuant to a Physician's written treatment plan, which contains short- and long-term treatment goals and is provided to Insurer for review. The therapy must either: 1) Produce significant improvement in the Insured Person's condition in a reasonable and predictable period of time, and 2) Be of such a level of complexity and sophistication, and the condition of the patient must be such that the required therapy can safely and effectively be performed, or 3) Be necessary to the establishment of an effective maintenance program.

5.3 SURGICAL BENEFITS

5.3.a Surgical Services

Benefits are provided for covered surgical services received in a Hospital, Outpatient facility, daycare treatment facility, Physician's office, or other approved facility. Surgical services include the surgeon's fee, use of operation room and recovery room, operative and cutting-procedures, treatment of fractures and dislocations, surgical dressings, and other Medically Necessary services.

5.3.b Anesthesia Services

Benefits are provided for the service of an anesthesiologist, other than the operating surgeon or assistant, who administers anesthesia for a covered surgical or obstetrical procedure.

5.4 EMERGENCY BENEFITS

5.4a Emergency Room

Benefits are provided for a Medical Emergency when incurred in a Hospital's emergency room. The Insurer retains the right to deem a true Medical Emergency. Admission to the Hospital is not required for benefit consideration. Within the United States, use of the emergency room for non-emergency services may result in higher Out-of-Pocket costs to the Insured Person.

5.4.b Emergency Ground Ambulance Services

Benefits are provided for Medically Necessary emergency ground ambulance transportation to the nearest Hospital able to provide the required level of care. This includes transporting the Insured Person from the scene of an Accident or Illness to a Hospital, from one Hospital to another, or from the Insured Person's home to a Hospital.

Covered Expenses do not include:

The use of ambulance services for the convenience of the Insured Person will not be considered a covered service.

5.4.c Emergency Dental

Benefits are provided for Emergency Dental treatment and restoration of sound natural teeth required as a result of an Accident. All treatment must begin within 72 hours of the Accident.

Covered Expenses do not include:

Routine dental treatment is not covered. Damage to teeth caused by chewing foods or a toothache, does not qualify under this benefit.

5.5 OTHER BENEFITS (INPATIENT/OUTPATIENT)

5.5.a Mental Health Benefits

Benefits are provided for both Inpatient mental health treatment in a Hospital or approved facility and for Outpatient mental health treatment. A Physician licensed clinical psychologist, social worker, or licensed professional counselor must provide all mental health care services. Treatment must be provided for a psychiatric disease identified in the most recent edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Diseases.

Covered Expenses do not include:

Non-medical counseling services including but not limited to addictive behavior counseling, marriage and family counseling, educational counseling, aptitude testing, educational testing and services are not covered under this benefit.

5.5.b Alcohol and Substance Abuse Rehabilitative Treatment

Benefits are provided for Inpatient and Outpatient services including diagnosis, detoxification, counseling, and other medical treatment rendered in a Physician's office or by an Outpatient treatment department of a Hospital, community mental health facility or alcoholism treatment facility, so long as the facility is approved by the Joint Commission on the Accreditation of Hospitals or certified by the Department of Health. The services must be legally performed by or under the clinical supervision of a licensed Physician or a licensed psychologist who certifies that the Insured Person needs to continue such treatment.

5.5.c Prescription Medications

Subject to the Medical Expenses Benefits Exclusions and Limitations, benefits are provided for medications which are prescribed by a Physician and which would not be available without such Prescription.

Covered Expenses do not include:

Certain treatments and medications, such as vitamins, herbs, aspirin, cold remedies, medicines, Experimental and/or Investigational medications, or supplies, even when recommended by a Physician, do not qualify as Prescription Medications. Any medication that is not scientifically or medically recognized for a specific diagnosis or that is considered as off label use, Experimental, or not generally accepted for use will not covered, even if a Physician prescribes it.

5.5.d Motor Vehicle Accident

Benefits are provided for injuries sustained in a motor vehicle accident in accordance with the benefits shown in the Schedule of Benefits provided the Insured Person possesses a motor vehicle operator's license in the jurisdiction in which the motor vehicle Accident occurred.

5.5.e Passive War and Terrorism

This Plan covers bodily Injury directly or indirectly caused by, or resulting from certain acts of War and Terrorism, provided the Insured Person is an Innocent Bystander. This benefit considers the following activities acts of War and Terrorism, excluding the use of nuclear, chemical, or biological weapons of mass destruction.

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs,
4. Civil war, Riot, Rebellion, Overthrow of the legally constituted government,
5. Military or usurped power,
6. Explosions of war weapons,
7. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not,
8. Terrorist activity.

6.0 NON-MEDICAL EXPENSE BENEFIT DESCRIPTIONS

ALL NON-MEDICAL EXPENSE BENEFITS MUST BE ARRANGED THROUGH TSS ASSIST. FAILURE TO DO SO WILL RESULT IN NON-PAYMENT OF BENEFITS. PLEASE CONTACT TSS ASSIST IN ADVANCE IN ORDER TO FACILITATE ADMINISTRATION OF THESE BENEFITS.

6.1 Medical Evacuation/Repatriation

In the event of an Emergency that requires medical evacuation or repatriation**,** contact TSS Assist in advance in order to approve and arrange such emergency medical transportation. TSS Assist, on behalf of the Insurer, retains the right to decide the medical facility to which the Insured Person shall be transported. Approved medical evacuations will only be to the nearest medical facility capable of providing the necessary medical treatment. If the Insured Person chooses not to be treated at the facility and location arranged by TSS Assist, then transportation expenses shall be the responsibility of the Insured Person. Failure to arrange transportation as indicated will result in non-payment of transportation costs. The cost of a person accompanying an Insured Person is covered under this Plan, with expenses subject to pre-approval by TSS Assist.

Sea and Offshore Evacuation: If an Insured Person is Injured or becomes ill at sea (i.e. cruises, yachting, etc.), the Insurer will not consider any benefit until the Insured Person is on land. This means any costs involved from an evacuation from sea to land will not be considered under this Plan. Once on land, this Plan will cover medical costs and further evacuation, according to the insurance coverage and terms. If an Insured Person is at sea, the Insurer would request the Insured Persons are evacuated by sea rescue to a country within their purchased Area of Coverage, where circumstances allow.

Medical Repatriation*:* If an Insured Person can no longer meet the Eligibility requirements due to medical reasons, TSS Assist and the Insured's attending Physician will make the determination if Medical Repatriation to the Home Country is necessary. TSS Assist will coordinate return to the Home Country. If the Insured Person refuses Repatriation, the Plan will be terminated for failure to meet Eligibility requirements.

6.2 Return of Mortal Remains

A benefit for either Repatriation of mortal remains, or Local Burial is included. This benefit excludes fees for return of personal effects, religious or secular memorial services, clergymen, flowers, music, announcements, guest expenses and similar personal burial preferences. The necessary clearances for the return of an Insured Person's mortal remains by air transport to the Home Country will be coordinated by TSS Assist.

7.0 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT DESCRIPTION

The Insured Person must receive initial medical treatment within 30 days of the date of Accident. The maximum amount payable for this benefit is the Principal Sum indicated on the Schedule of Benefits. If the Insured Person incurs a covered loss, the Insurer will pay the percentage of the Principal Sum shown in the table on the Schedule of Benefits. If the Insured Person sustains more than one such loss as the result of one Accident, the Insurer will only pay one amount, the largest to what the Insured Person is entitled. Except for Accidental Death, the loss must result within the Time Period for Loss of a Covered Accident as shown on the Schedule of Benefits. Your coverage under the Plan must be in force.

Passive War and Terrorism is covered under the AD&D benefit.

For purposes of this benefit:

- Loss of a Hand or Foot means complete severance through or above the wrist or ankle joint.
- Loss of Use of a Hand or Foot means total loss of all ability to move the hand or foot, within the Time Period for Loss of a Covered Accident as shown on the Schedule of Benefits, that continues for 6 months and is expected to continue for the remainder of the Insured Person's lifetime.
- Loss of Sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.
- Severance means the complete separation and dismemberment of the part from the body.

8.0 EXCLUSIONS AND LIMITATIONS

Sanctions Limitation Clause

The Insurer will not provide any cover, pay any claim or provide any benefit under this Plan to the extent that the provision of such cover, the payment of such claim or the provision of such benefit would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

8.1 Medical Expense Benefits Exclusions And Limitations

All services and benefits described below, including expenses for medical treatment not expressly indicated in the Medical Expense Benefit section, are either excluded from coverage or limited under this Plan of insurance.

1. **Abortion :** Any voluntarily induced termination of pregnancy and complications thereof, except if the mother's life is in danger,
2. **AIDS/HIV:** Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex Syndrome (ARC), HIV positive, all secondary diseases, and all sexually transmitted diseases,
3. **Alcohol and Substance Abuse:**1) Treatment of any Illness or Injury caused by, contributed to, or resulting from voluntary use of alcohol, illegal substance abuse, drug, poison, gas or fumes, or any medication that is not taken in the dosage or for the purpose prescribed. 2) Medical expenses related to diagnosis, detoxification, counseling or other rehabilitative services unless the benefit is provided for on the Schedule of Benefits,

4. **Breast reduction**: All services and treatments,
5. Biologic and Specialty Drug: Biologic agents, biosimilars, gene therapies, or specialty pharmaceutical products administered by infusion or injection, unless specifically listed as a covered benefit in the Schedule of Benefits. This includes, but is not limited to, monoclonal antibodies, complement inhibitors, and other targeted therapies.
6. **Cancer Care and Oncology:** Treatment, including prescribed medications, of tumors, growths, cancer, and malignant neoplasms.
7. **Cardiac Treatment:** Expenses related to coronary artery angioplasty, cardiac surgery, or implantable cardioverter defibrillator (ICD) including any associated diagnostic tests or charges, unless necessary in a Medical Emergency and pre-authorized by the Insurer.
8. **Charges Reimbursable by Another Entity:** Services, supplies, or treatment that are provided by or payment is available from: a) Workers' Compensation law, occupational disease law or similar law concerning job related conditions of any country; or; b) Another insurance company or government; or c) A government entity due to an epidemic or public emergency; d) Services provided normally without charge by the Health Services Center of the institution attended by the Insured Person, or services covered or provided by a student health fee,
9. **Congenital and Hereditary Conditions:** Treatment to correct inherited disorders or Illnesses that existed prior to childbirth regardless of cause, whether or not they have manifested or been diagnosed during childbirth or years thereafter,
10. **Cosmetic and Elective Surgery for Non-Medical Reasons:** Treatments, procedures or medications which are primarily for enhancement, improvement, or altering one's appearance, unless required due to a non-occupational Injury occurring while insured under this Plan. Medical complications arising from such treatments or procedures are also not covered,
11. **Dental Care:** a) All expenses related to dental care except for Accidental injury to sound, natural teeth, unless pediatric dental is shown on the Schedule of Benefits,
12. **Dehydration:** A harmful reduction in the amount of water in the body due to alcohol/substance abuse or exposure to the elements.
13. **Dialysis:** Treatment related to kidney disease and the failure of the kidneys to remove waste from the body,
14. **Experimental or Off-Label Services:** Services, supplies or treatments, including medications, which are deemed to be Experimental or Investigational or that is not medically recognized for a specific diagnosis,
15. **Fertility/Infertility Treatments and Birth Control:** Any services, procedure or treatment including medications used to: a) Treat infertility including In-vitro Fertilization (IVF), Gamete Intrafallopian Transfer (GIFT), Zygote Intrafallopian Transfer (ZIFT), and any variations of these procedures, and any costs associated with the preparation or storage of sperm for artificial insemination. b) Vasectomies and sterilization, and any expenses for male or female reversal of sterilization, c) Contraceptive devices including the insertion or removal of such devices, excluding oral contraceptives,
16. **Gender Identity Disorder**: Medical, surgical, and mental health expenses including prescription medications, and the medical complications arising from any treatments or procedures, related to gender identity or gender dysphoria as identified in the most recent edition of the American Psychiatric Association Diagnostic and Statistical Manual (DSM).,
17. **Genetic Screening:** Counseling, screening, testing, or treatment in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease,
18. **Hearing Care:** Hearing exams, hearing aids or devices, unless due to an Injury/Illness covered under the Plan. Surgical implantation of, or removal of bone anchored hearing devices and cochlear implants,
19. **Home Health Care:** Home nursing services, assistance with the Activities of Daily Living (ADL), and other home health care related services, unless the direct result of an Accident occurring while Insured under this Plan,
20. **Home Country:** All medical charges incurred in the Insured Person's Home Country in excess of the amount shown on the Schedule of Benefits,
21. **Illegal Activities:** Injuries or Illnesses resulting or arising from or occurring during the commission of an assault or felony,

22. **Maternity Care:** Prenatal care, childbirth, postnatal care, miscarriage due to any cause, premature birth, and Complications of Pregnancy,
23. **Motor Vehicle:** Medical expenses: 1) Resulting from a motor vehicle Accident unless the benefit is provided for on the Schedule of Benefits, 2) If the operator of a motor vehicle is the Insured Person and does not possess a valid motor vehicle operator's license in the jurisdiction in which the motor vehicle Accident occurred, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor, 3) The operating of any type of vehicle or conveyance while under the influence of alcohol or any illegal substance, drug, poison, gas, or fumes including prescribed drugs for which the Insured was provided a written warning against operating a vehicle or conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the jurisdiction in which the Covered Loss occurred,
24. **Nasal Surgery:** Deviated septum, submucous resection and/or other surgical correction thereof, nasal and sinus surgery except for treatment of a covered Injury,
25. **Non-Emergency Care:** Medical treatment that is not considered a Medical Emergency by the Insurer, including but not limited to; routine or general physical examinations, medical check-ups, regular care of chronic conditions, elective surgery, and continued services following emergency medical treatment once the Medical Emergency is deemed over by TSS Assist.
26. **Non-Medical Care:** Services related to Custodial Care, respite care, home-like care, assistance with Activities of Daily Living (ADL), or Milieu Therapy. Any Admission to a nursing home, home for the aged, long term care facility, sanitarium, spa, hydro clinic, or similar facilities. Any Admission arranged wholly or partly for domestic reasons, where the Hospital effectively becomes or could be treated as the Insured Person's home or permanent abode,
27. **Organ Transplant:** Organ transplant and related procedures and expenses,
28. **Podiatric Care:** Routine foot care, including the paring and removing of corns, calluses, or other lesions, or trimming of nails or other such services not resulting from an Illness or Injury. Orthopedic shoes or other supportive devices such as arch supports, orthotic devices, or any other preventative services or supplies to treat the diagnosis of weak, strained, or flat feet or fallen arches,
29. **Pre-Existing Conditions:** a) Treatment and expenses for routine care and maintenance related to Pre-Existing Conditions, unless coverage is provided for and shown on the Schedule of Benefits, b) Treatment and expenses incurred during a Waiting Period if shown on the Schedule of Benefits. However, a Pre-Existing Condition will be covered after the Insured Person has been continuously insured for 365 days under this Plan,
30. **Prescription Medications:** Prescription Medications, services or supplies as follows: a) Therapeutic devices or appliances including: support garments and other non-medical substances, regardless of intended use, except as specifically provided in this Plan, b) Immunization agents, except as specially provided, biological sera, blood or blood products administered on an Outpatient basis, c) Refills in excess of the number specified or dispensed after one year of the date of the prescription, d) Growth hormones, e) Medications used to treat or cure baldness or thinning hair,
31. **Preventive Care and Immunizations:** Annual exams, immunizations for travel or medical, screening tests, and other diagnostic procedures in the absence of an Illness/Injury.
32. **Self-Inflicted Illnesses, Injuries, or Exceptional Danger:** a. Treatment for any conditions as a result of self-inflicted Illnesses or injuries, suicide or attempted suicide, while sane or insane, b. Treatment for any loss or expense of nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with self-exposure to peril or bodily Injury, except in an endeavor to save human life,
33. **Sexual Dysfunction:** Any procedures, supplies, or medications used to treat male or female sexual enhancement or sexual dysfunction such as erectile dysfunction, premature ejaculation, and other similar conditions,
34. **Skin Conditions:** Acne, rosacea, skin tags, and any other treatment to enhance the appearance of the skin, except for cystic or pustular acne,
35. **Sleep Studies:** Sleep studies and other treatments relating to sleep apnea,

36. **Smoking Cessation:** Treatments and other expenses, whether or not recommended by a Physician,
37. **Sports and Hazardous Activities:** a) Participation, practice, or conditioning program for any Intramural, Interscholastic, Intercollegiate, Club or professional sport or competition, including cheerleading or travelling to/from such sport or competition as a participant, b) Skydiving, parachuting, SCUBA diving (unless PADI or NAUI certified), mountain climbing (where ropes or guides are used), bungee jumping, skiing (off groomed trails), snowboarding (off groomed trails), racing by any animal or motor vehicle, spelunking, whitewater rafting (level 4 and higher), hang gliding, glider flying, parasailing, or flight in any kind of aircraft (except as a passenger in a regularly scheduled flight of a commercial airline), c) Power Vehicles: Expenses for Accidents or Injuries as a result of motorcycles, mopeds, scooters, ATV's, any one, two, or three wheeled motorized vehicle and/or sport watercraft such as wave runners, jet skis, or other powered devices whether the vehicle is in motion or not, use of any powered vehicle other than the manner in which intended,
38. Urinary Tract Infection: Any infection of the urinary tract (including, without limitation, infection of the kidney, ureter, bladder, prostate or urethra) and any complication, medical condition or other Illness directly or indirectly related, that occurs within 180 days of the Effective Date and that requires treatment in a Hospital as an Inpatient,
39. **Vision Care:** Expenses including examinations, eye refractions, frames, lenses, contact lenses, fitting of frames or lenses, or vision correction surgery, unless the pediatric vision benefit is shown on the Schedule of Benefits,
40. **War and Terrorism:** a) Any loss sustained while participating in, or training for, or as a consequence of war (declared or not), or warlike operations, b) voluntary, active participation in a riot or insurrection, c) Terrorist activity including the use of armaments, the detonation of any form of explosive or nuclear devices, the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent, including the poisoning via the air or water supplies or food products and deliberate destruction of buildings and transportation. This exclusion extends to any action taken in controlling, preventing, suppressing or in any way relating to any terrorist activity, d) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
41. **Weight Related Treatment:** Any expense, service, or treatment for obesity, weight control, any form of food supplement, weight reduction programs, dietary counseling, or surgical procedures related to morbid or non-morbid obesity. Charges relating to complications arising from such treatments or surgical procedures are also excluded,Services or treatment rendered by any person who is: a) living in the Insured Person's household, b) an Immediate Family Member of either the Insured Person or the Insured Person's spouse, or c) the Insured Person,
42. Services or treatment related to or arising from or in connection with all trips to the United States undertaken for the purpose of securing medical treatment or supplies.

8.2 NON-MEDICAL EXPENSE BENEFITS EXCLUSIONS AND LIMITATIONS

The Insurer shall not be responsible for providing the following non-medical expense benefits to an Insured Person in a situation arising from or in connection with any of the following:

1. **Travel costs** that were neither arranged or approved in advance by the Insurer or authorized vendor or affiliate,
2. Taking part in **military or police operations,**
3. Insured Person's failure to properly procure or maintain **visa, permits, or other documents,**
4. The actual or threatened use or release of any **nuclear, chemical, or biological weapon** or device, or exposure to nuclear reaction or radiation, regardless of the contributory cause,
5. Any evacuation or Repatriation that requires an Insured Person to be transported in a **biohazard-isolation unit,**
6. Medical evacuation from a **marine vessel, ship, or watercraft** of any kind,
7. Medical evacuation directly or indirectly related to **a natural disaster,**

8. Subsequent medical evacuations for the **same or related Illness, Injury**, or emergency medical evacuation event regardless of location.

8.3 ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS AND LIMITATIONS

The losses shown below or expenses resulting from or in connection with any of the following are excluded from coverage under this Plan.

1. **Illegal Activities:** Losses resulting or arising from or occurring during the commission of an assault or felony.
2. **Kidnap and Hijacking:** Any loss caused directly or indirectly from kidnap or wrongful detention of the Insured or hijacking of any aircraft, motor vehicle, train or waterborne vessel on which the Insured Person is travelling.
3. **Professional Sports:** Any loss sustained while participating in or training for any sport or activity performed for financial gain.
4. **Self-Inflicted Illnesses, Injuries, or Exceptional Danger:** a) Treatment for any conditions as a result of self-inflicted Illnesses or injuries, suicide or attempted suicide, while sane or insane, b) Treatment for any loss or expense of nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with self-exposure to peril or bodily Injury, except in an endeavor to save human life.
5. **Sports and Hazardous Activities:** Losses resulting from: a) Participation, practice, or conditioning program for any Intramural, Interscholastic, Intercollegiate, Club or professional sport or competition including cheerleading or travelling to/from such sport or competition as a participant, b) Skydiving, parachuting, SCUBA diving(unless PADI or NAUI certified), mountain climbing (where ropes or guides are used), bungee jumping, skiing (off groomed trails), snowboarding (off groomed trails), racing by any animal or motor vehicle, spelunking, whitewater rafting (level 4 and higher), hang gliding, glider flying, parasailing, or flight in any kind of aircraft (except as a passenger in a regularly scheduled flight of a commercial airline), c) Power Vehicles: Expenses for Accidents or Injuries as a result of motorcycles, mopeds, scooters, ATV's, any one, two, or three wheeled motorized vehicle and/or sport watercraft such as wave runners, jet skis, or other powered devices whether the vehicle is in motion or not, use of any powered vehicle other than the manner in which intended,
6. **Substance Abuse:** Any loss directly or indirectly resulting from alcohol or illegal drug abuse or other addiction, or any drugs or medicines that are not taken in the dosage or for the purpose prescribed.
7. **War and Terrorism:** a) Any loss sustained while participating in, or training for, or as a consequence of war (declared or not), or warlike operations. b) voluntary, active participation in a riot or insurrection c) Terrorist activity including the use of armaments, the detonation of any form of explosive or nuclear devices, the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent, including the poisoning via the air or water supplies or food products and deliberate destruction of buildings and transportation. This exclusion extends to any action taken in controlling, preventing, suppressing or in any way relating to any terrorist activity. d) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

9.0 HOW TO FILE A CLAIM

Claims must be filed within 180 days of treatment to be eligible for reimbursement of covered expenses. Claim forms should be submitted only when the medical service Provider does not bill the Insurer directly, and when you have out-of-pocket expenses to submit for reimbursement. All claims worldwide are subject to Usual, Customary, and Reasonable charges as determined by TSS and are processed in the order in which they are received. In order for claims payment to be made, claims must be submitted in a form acceptable to Insurer.

9.1 Medical Claims

To file your claim, submit it online and follow the instructions to complete the online claim form. If you are unable to submit your claim electronically, you can mail or fax your completed claim form and copies of supporting

documentation. After submitting the claim, you will receive a claim reference number and an electronic receipt for the claim will be sent to you by email.

Claims may be submitted to the Insurer directly by the Provider or Facility. The Insurer will process the claim according to the Schedule of Benefits and Plan terms, and remit payment to the health care Provider. Ineligible charges or those in excess of the Allowable Charges will be the responsibility of the Insured Person.

If the Insured Person has paid the health care Provider, the Insured Person will submit the claim form along with the original paid receipts directly to the Insurer. Photocopies will not be accepted unless the Claim is submitted electronically. The Insurer will reimburse the Insured Person directly according to the Schedule of Benefits and Plan terms.

9.2 Accidental Death and Dismemberment Claims

To substantiate a claim for benefits covered by the terms of this Plan, the following initial documents must be submitted:

- An official certificate of death, indicating date of birth of the Insured Person;
- A detailed medical report at the onset and course of the disease, bodily Injury or Accident that resulted in the death or dismemberment. In the event of no medical treatment, a medical or official certificate stating the cause and circumstances of death;
- The Insurer will pay the benefit as soon as the validity of the claim for benefits has been reasonably satisfied. Expenses incurred in relation to the substantiation of a claim will not be the responsibility of the Insurer.

9.3 Submit Claims By:

Web: www.totalscholasticsolutions.com

Mail:	**Fax:**	**Email:**
TSS Administrative Services, Inc. P.O. BOX 211008 Eagan, MN 55121 USA	+1 949 271 2330	eclaims@TSSassist.com

9.4 Reimbursement Options

Claims reimbursements will be made by:

- Electronic Direct Deposit for the Insured Person where the receiving bank is located in the U.S.,
- Wire Transfer for the Insured Person's and overseas Providers where the receiving bank is located outside of the U.S., or
- Check sent to the Insured Person or Provider where electronic payment is not possible.

9.5 Settlement of Claims

When claims are presented to the Insurer, the Allowable Charges will be applied towards the Deductible. Once the Deductible has been satisfied, all Allowable Charges will be paid at the percentage listed on the Schedule of Benefits, up to the listed benefit maximum. Note the amount of Allowable Charges applied towards the Deductible also reduces the applicable benefit maximum by the same amount.

If the Plan has an Out-of-Pocket Maximum, once it is met the Plan will begin paying 100% of Allowable Charges for the remainder of insurance coverage, subject to the benefit maximums.

9.6 Status of Claims

Insured Person's wishing to request the status of a claim or have a question about a reimbursement received, please submit your inquiry to claimsassist@tssassist.com . Inquiries regarding the status of past claims must be received within 12 months of the date of service to be considered for review.

9.7 Releasing Necessary Information

It may be necessary for the Insurer to request a complete medical file on an Insured Person for purpose of claims review or administration of the Plan. It may also be necessary to share such information with a medical or utilization review board, or a reinsurer. The release of such confidential medial information will only be with written consent of the Insured Person.

9.8 Coordination of Benefits

The Coordination of Benefits (COB) provision applies when an Insured has health care coverage under more than one health insurance policy or health insurance plan (a "Plan"). This includes group and non-group insurance contracts, health maintenance organization (HMO) contracts, medical benefits under group or individual automobile contracts, and Medicare or any other federal governmental plan.

The order of benefit determination rules governs the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan pays benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100% of the total Allowable Expense.

Order of Benefit Determination Rules

When an Insured is covered by two or more health care plans or policies, the rules for determining the order of benefits follows:

- If a Plan does not have a Coordination of Benefits provision, it will always be the Primary Plan.
- The Plan that covers the claimant as the Primary Insured, (in the case of this Policy, a Class 1 Eligible Person shown on the Schedule of Benefits) is the Primary Plan and the Plan that covers this person as a dependent is the Secondary Plan.
- The Plan that covers the claimant as a Dependent Spouse or Child (in the case of this Policy other than as a Class 1 Eligible Person shown on the Schedule of Benefits) is the Secondary Plan and the Plan that covers this person other than as a Dependent is the Primary Plan.
- If two Plans cover the claimant as a Primary Insured, the Plan that has covered this person for the longer period of time is the Primary Plan.
- If two Plans cover the claimant as a Dependent Child, the Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan. If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

If an educational institution, Sponsoring Organization, or any other entity provides health coverage for organized sports and activities, such coverage is the Primary Plan and this coverage will be a Secondary Plan.

9.9 Subrogation, Reimbursement and Assignment of Rights

Benefits paid under the Plan are paid on the condition that We are entitled to pursue subrogation and receive reimbursement for an Injury or Illness for which We have provided benefits when You have accrued a right of action against a third party for causing an Injury or Illness for which i) We have paid benefits; and ii) You have received a judgment, settlement, or other compensation on the basis of that Illness or Injury or are entitled to receive compensation or recovery on the basis of that Illness or Injury. We have the right to be reimbursed whether the recovery You receive, or to which You are entitled, is made in a single payment or incrementally over time. Our reimbursement and subrogation rights extend to all amounts available to You or that You have received by judgment, settlement or other recovery, including but not limited to benefits from policies of insurance issued to You and/or in the name of a covered family member or that otherwise inure to Your benefit. We automatically have a lien on any payment You receive or are entitled to receive from any person or entity because of a claim for which We have paid benefits. The lien may be enforced against any party who acquires funds arising out of or attributable to the claim.

Our obligation to pay benefits is always secondary to any automobile No-Fault /Personal Injury Protection or medical payments coverage. To the extent that We have paid a benefit for an amount that is payable by any

automobile No-Fault /Personal Injury Protection or medical payments coverage, We shall have the right to collect any such amount from the automobile insurer.

You and any of Your legal representatives shall fully cooperate with Our efforts to recover the benefits We have paid. You must notify Us within 30 days of the date when notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to the Injury, Illness or condition for which We have paid benefits. You shall do nothing to prejudice Our subrogation or recovery interests or Our ability to enforce the terms of these provisions. We have the sole authority and discretion to decide whether to pursue any right of recovery under this provision.

We are entitled to and may pursue any and all parties who may be liable to provide compensation to You for the claim at Our expense and may bring such action in Our name as Your subrogee/assignee. You agree to fully assist Us in pursuit of Our rights of subrogation if We do so by assignment.

10.0 APPEALS PROCEDURE

If a claim is wholly or partially denied, a written notice will be sent to the Insured Person containing the reason for the denial. The notice will include a reference to the provision in the Plan description and a description of any additional information which might be necessary for reconsideration of the claim. The notice will also describe the right to appeal. A written appeal, along with any additional information or comments, may be sent within 6 months after notice of denial. In preparing the appeal, the Insured Person, or their representative, may review all documents related to the claim and submit written comments and issues related to the denial. After the written notice is filed and all relevant information is presented, the claim will be reviewed, and a final decision sent within 60 days after receipt of the notice of the appeal. Under special circumstances, an extension for further review will be granted, but not for longer than 60 additional days.

11.0 COMPLAINTS PROCEDURE

TSS is committed to providing Insureds with an exceptional level of service and customer care. Sometimes things can go wrong or there may be occasions when the service provided to you was not adequate. When this happens, please contact TSS and give us the opportunity to correct the situation and earn back your trust.

Who to Contact?

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are:

- Be sure You are talking to the right person; and
- That You are providing the necessary information.

When You Contact Us

Please provide the following information:

- Your name, telephone number, and email address;
- Your Plan and/or claim number and the plan of benefits (medical, travel, disability) You are insured for; and
- Please explain clearly and concisely the reason for Your complaint.

Making a Complaint

If Your complaint relates to:

1. **The sale of the Plan You purchased or any information You were given during the sales process:**

a. If You purchased the Plan using a broker or other intermediary, please contact them first.
b. If You purchased the Plan directly from Us either from a local representative, using the website, or through a group plan of benefits, please contact Us directly at:

Toll Free	Phone	Email
+1.866.914.5333 (within the U.S. and Canada)	+1.786.814.4125 (outside the U.S. and Canada)	complaints@TSSassist.com

c. You may also submit Your complaint by filling out the Complaint Form found in the Member Portal.

2. A claim for benefits, the terms and conditions of the Plan, or other benefit related information:

a. Complaints related to a claim denial should be submitted as soon as possible. We will review the information and provide a response within four weeks or will request additional time, if needed.
b. Claims and benefits related complaints should be referred to Our Complaints Department:

Toll Free	Phone	Email
+1.877.916.7920 (within the U.S. and Canada)	+1.949.916.7941 (outside the U.S. and Canada)	customerservice@TSSassist.com

c. You may also submit Your Complaint via our Appeal Form found in the Member Portal.

We always aim to resolve Your complaint and provide a final response within four weeks, but if it looks like it will take Us longer than this, We will let You know the reasons for the delay and inform You of the options available to You.

12.0 LAW AND JURISDICTION

This insurance is governed by the laws of the Cayman Islands. Any laws governing the terms, conditions, benefits and limitations in health insurance policies issued and delivered in other countries are not applicable.

13.0 PRIVACY NOTICE

Crum & Forster SPC ("The Company") values Your business and Your trust. In order to administer insurance policies and provide You with effective customer service, We must collect certain information including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact You ("Information"). We are committed to protecting such Information and We will comply with all applicable federal and state laws and regulations. This notice describes how We collect, use and share Your Information, Your rights with respect to insurance products issued by The Company and Our legal duties and privacy practices. State laws require that We provide this notice. Please review this notice and keep a copy of it with Your records.

Your privacy is Our concern

When You apply to The Company for insurance or make a claim against a policy written by The Company, You disclose information about yourself to Us. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect Your Information. We also limit employee access to information to those

with a business reason for knowing such Information and We take measures to enforce employee privacy responsibilities.

What kind of information do We collect about You and from whom?

We obtain most of our Information from You. The application or claim form You complete, as well as any additional information You provide, generally gives Us most of the information We need to know. Sometimes We may contact You by phone or mail to obtain additional information. We may use information about You from other transactions with Us, Our affiliates, or others. Depending on the nature of Your insurance transaction, We may need additional information about You or other individuals proposed for coverage. We may obtain the additional information We need from third parties, such as other insurance companies or agents, government agencies, medical Providers, insurance support organizations, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do We do with the information collected about You?

The Company collects nonpublic information to conduct its business of producing, underwriting, servicing and administering its insurance products. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report We obtained, We will inform You, as required by state law or the federal Fair Credit Reporting Act. We will also give You the name and address of the consumer reporting agency making the report. We may retain information about Our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do We disclose information about You?

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service Providers who specifically need such information to conduct their business responsibilities. In addition, We may disclose all the information that We collect about You to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical Providers;
- Third party non-insurance service Providers;
- Third party administrators;
- Medical bill review companies;
- Reinsurance companies; and
- Similar service Providers.

Crum & Forster requires its service Providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers We may also share Your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of Our policies.

If You conclude Your relationship with the Company, the Company will continue to safeguard Your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

About Our Websites

We may collect information via technology about how You use Our website, including the elements You have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve Our current products and to develop new ones.

We may use cookies on certain pages of Our site. Cookies are stored on Your computer, not on Our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about You. A cookie can store certain information that identifies Your computer to Us so that You do not need to re-enter that information as frequently when You use Our site. The cookie does not contain Your password.

We reserve the right to change Our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, We will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing Your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If You are concerned about the security of Your communication, We encourage You to send Your correspondence through the postal service or use the telephone to speak directly to Us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage You may experience or incur by the sending of personal information over the internet by or to Us. This usage agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

Please know that The Company has not and will not sell any consumers' personal information. We do not sell Your nonpublic personal information to any third parties nor do We use it for marketing purposes.

How to contact Us

If you have any questions about this Privacy Notice or about how We use the information We collect, please contact Us at:

Crum & Forster SPC
Caribbean Plaza, 2nd
878 West Bay Road
P.O. Box 1159
Grand Cayman KYI-1102

Changes to this Privacy Notice

We may revise this notice at any time. If We make material changes, We will notify You as required by law.

14.0 DEFINITIONS

Certain words and phrases used in this Plan are defined below. Other words and phrases may be defined where they are used.

Accident: Any sudden and unforeseen event occurring during the insurance coverage year period, resulting in bodily Injury, the cause or one of the causes of which is external to the Insured Person's own body and occurs beyond the Insured Person's control.

Activities of Daily Living (ADL): Activities of daily living are those activities normally associated with the day-to-day fundamentals of personal self-care, including but not limited to: walking, personal hygiene, sleeping, toilet/continence, dressing, cooking/feeding, medication, and getting in and out of bed.

Acute Care: Medically Necessary, short-term care for an Illness or Injury, characterized by rapid onset, severe symptoms, and brief duration, including any intense symptoms, such as severe pain.

Admission: The period from the time that an Insured Person enters a Hospital, Extended Care Facility or other approved health care facility as an Inpatient until discharge.

Allowable Charge: The fee or price the Insurer determines to be the Usual, Customary and Reasonable Charges for health care services provided to Insured Persons. The Insured Person is responsible for the payment of any balance over the Allowable Charge (except in the U.S. when a Preferred Provider has delivered the service). All services must be Medically Necessary. Once an Allowable Charge is established, then the Deductible, Coinsurance, Copayments and any excess charges must be paid by the Insured Person.

Ambulatory Surgical Center: A facility which (a) has as its primary purpose to provide elective surgical care; and (b) admits and discharges a patient within the same working day; and (c) is not part of a Hospital. Ambulatory Surgical Center does not include: (1) any facility whose primary purpose is the termination of pregnancy; (2) an office maintained by a Physician for the practice of medicine; or (3) an office maintained by a Dentist for the practice of Dentistry.

Benefit Period: A period, shown in the Schedule of Benefits and commencing with the date of the first expense incurred for treatment of an Injury sustained in an Accident or the date of the first treatment of illness, during which benefits are payable.

Club Sports: Any sports offered at a university or college in the United States that compete with other universities, or colleges, but are not regulated by the National Collegiate Athletic Association (NCAA) or National Association of Intercollegiate Athletics (NAIA), and do not have varsity status.

Coinsurance: The percentage amount of the Allowable Charges that the Insured Person and the Insurer will share after the Deductible and Copayment is met.

Common Carrier: An individual, a company, or public utility which is in the regular business of transporting people and for which a fare has been paid.

Complications of Pregnancy: A condition

- Caused by pregnancy; and
- Requiring medical treatment prior to, or subsequent to termination of pregnancy; and
- The diagnosis of which is distinct for pregnancy; and
- Which constitutes a classifiably distinct complication of pregnancy.

A condition simply associated with the management of a difficult pregnancy is not considered a complication of pregnancy.

Confinement: Inpatient stay at an approved extended care facility for necessary skilled treatment or Rehabilitation in accordance with the contract.

Congenital Condition: Any heredity condition, birth defect, physical anomaly and/or any other deviation from normal development present at birth, which may or may not be apparent at that time. These deviations, either physical or mental, include but are not limited to, genetic and non-genetic factors or inborn errors of metabolism.

Copayment: A fixed dollar amount that may be applied per office visit each time medical services are received.

Cosmetic Surgery: Surgery or therapy performed to improve or alter appearance for self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.

Covered Expense: Charges that are Medically Necessary and that are:

1. Not in excess of the maximum amount payable for services as specified in the Schedule of Benefits;
2. In excess of any Deductible amount; and
3. Incurred while the Insured Person's coverage under this Plan is in force.

Custodial Care: Includes: (1) the provision of room and board, nursing care, or such other care which is provided to an individual who is mentally or physically disabled and who, as determined by the individual's attending Physician, has reached the maximum level of recovery; and (2) in the case of an institutionalized person, room and board, nursing care or such other care which is provided to an individual for whom it cannot reasonably be expected that medical or surgical treatment will enable him to live outside an institution; and (3) rest cures, respite care and home care provided by family Insureds. Upon receipt and review of a claim, the Insurer or an independent medical review will determine if a service or treatment is Custodial Care.

Deductible: The amount of covered Allowable Charges payable by the Insured Person during each Period of Insurance before the Plan benefits are applied. Such amount will not be reimbursed under the Plan.

Dentist: A person who is: 1) Licensed to practice dentistry in the state where the dental procedure is performed; and 2) Operating within the scope of his or her license; or 3) Licensed or certified to perform dental procedures in the state where the dental procedure is performed.

Dependent: Refers to a member of the Insured Person's family who is enrolled under the Plan with the Insurer after meeting all the Eligibility requirements and for whom Premiums have been received.

Dependent Child: The Insured Person's unmarried child who meets the following requirements:
a child from birth to 26 years old;
A dependent child, for purposes of this definition, includes the Insured Person's:

i. natural child;
ii. adopted child;
iii. stepchild who resides with the Insured Person**.**

Durable Medical Equipment: Motorized wheelchairs, beds, orthopedic braces, artificial devices replacing body parts and other equipment customarily and generally useful to a person only during an Illness or Injury and determined by Insurer to be Medically Necessary.

Effective Date: The date upon which the Insured Person's coverage will commence under this Plan.

Eligible Person: An individual as defined in the Schedule of Benefits.

Eligibility: The requirements that all Insured Persons including Eligible Dependents, must meet at all times in order to be covered under this Plan.

Emergency Dental Treatment: Emergency Dental treatment is urgent treatment necessary to restore or replace sound natural teeth damaged as a result of an Accident. Sound teeth do not include teeth with previous crowns, fillings, or cracks. Damage to teeth caused by chewing foods does not qualify for Emergency Dental coverage.

Experimental and/or Investigational: Any treatment, procedure, technology, facility, equipment, medication, medication usage, device, or supplies not recognized as accepted medical practice by Insurer.

Extended Care Facility: A nursing and/or Rehabilitation center approved by Insurer that provides skilled and Rehabilitation services to patients who are discharged from a Hospital or who are admitted in lieu of a Hospital stay. The term Extended Care Facility does not include nursing homes, rest homes, health resorts, homes for the aged, infirmaries or establishments for domiciliary care, Custodial Care, care of substance abuse addicts or alcoholics, or similar institutions.

HIV: Acquired Immune Deficiency Syndrome (AIDS) and all diseases caused by and/or related to the HIV Virus.

Home Country: The country from which the Insured Person holds a passport. If the Insured Person holds passports from more than one country, the Home Country will be the country declared to in writing as their Home Country.

Home Health Agency: an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity must be certified by a competent governmental authority in the jurisdiction where the services are rendered and meeting the requirements of Title XVIII of the Social Security Act, as amended, for home health agencies.

Home Health Care Plan: A program: 1) for the care and treatment of an Insured Person in his home; 2) established and approved in writing by his attending Physician; and 3) Certified, by the attending Physician, as required for the proper treatment of the Injury or Illness, in place of Inpatient treatment in a Hospital or in an Extended care Facility.

Hospice: An agency which provides a coordinated Plan of home and Inpatient care to a terminally ill person and which meets all of the following tests: 1) has obtained any required state or governmental license or Certificate of Need; 2) provides service 24-hours-a-day, 7 days a week; 3) is under the direct supervision of a Physician; 4) has a Nurse coordinator who is a Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.); 5) has a duly licensed social service coordinator; 6) has as its primary purpose the provision of Hospice services; 7) has a full-time administrator; and 8) maintains written records of services provided to the patient.

Hospital: Includes only Acute Care facilities licensed or approved by the appropriate regulatory agency as a Hospital, and whose services are under the supervision of, or rendered by a staff of Physicians who are duly licensed to practice medicine, and which continuously provides twenty-four (24) hour a day nursing service under the direction or supervision of registered professional Nurses. The term Hospital does not include nursing homes, rest homes, health resorts, and homes for the aged, infirmaries or establishments for domiciliary care, Custodial Care, care of substance abuse addicts or alcoholics, or similar institutions.

Illness: Any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted after the Effective Date of an Insured Person's coverage.

Immediate Family Member: A person who is related to the Insured Person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child or granchild (includes legally adopted or stepchild/grandchild).

Injury: means bodily harm caused by an Accident. The Accident must occur while the Insured Person's insurance is in force under this Plan. All Injuries sustained by one person in any one accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single covered Injury. The Injury must be the direct cause of an Accident covered under this Plan and must be independent of all other causes. The Injury must not be caused by or contributed to by Illness.

Innocent Bystander: An individual who is judged to be not involved with, participating in, or related to their work, any activity associated with any war, conflict or terror related activity. This includes any hostilities or warlike operations (whether war be declared or not), invasion, civil war, riot, rebellion, overthrow of the legally constituted government, military or usurped power and any terrorist activity.

Inpatient: An Insured Person admitted to an approved Hospital or other health care facility for a Medically Necessary overnight stay.

Insured Person or Insured: Any person who is listed as an Eligible Person on the Schedule of Benefits, for whom an enrollment form has been accepted by the Insurer and required Premium has been paid when due and for whom coverage under this Plan remains in force. May include Insured Spouse and/or Insured Dependent covered under this Plan as Eligible Dependents. An Insured Person may also be referenced as You or Your.

Intercollegiate Sport: A sport that:
1. has been accorded varsity status by the participating educational institution;
2. is administered by such institutions department of intercollegiate athletics for which the eligibility of the participating athlete is reviewed and certified in accordance with the applicable intercollegiate sports organization's legislation, rules or regulations;
3. entitles qualified participants to receive the participating institutions official awards;

4. Includes travel, only within the contiguous United States, including Alaska and Hawaii and only directly and without interruption between home, School and the premises of the Intercollegiate Sporting event.

Interscholastic Sport: A sport played between secondary educational institutions.

Intramural Sport: A recreational sport that is organized within a particular institution, usually an educational institution, and involves only individuals from that institution, participating within a set geographic area.

K-12 Institution: An educational institution which educates children between and including the grade levels of kindergarten to twelfth grade.
Lifetime Maximum: Payment of Medical Expense benefits is subject to a lifetime aggregate maximum per individual Insured Person as indicated in the Schedule of Benefits, as long as the Plan remains in force. The Lifetime Maximum includes all benefit maximums specified in the Plan, including those specified in the Schedule of Benefits.

Lookback Period: The amount of time that will be reviewed to determine if a claim is related to a Pre-Existing Condition.

Master Policy: The agreement between the Insurer and the Fairmont Specialty Trust.

Maternity Care: Prenatal care, childbirth, postnatal care, miscarriage and premature birth, and Complications of Pregnancy.

Maximum Benefit: The payment specified in the Schedule of Benefits, for specific services, which is the maximum amount payable by Insurer per person, regardless of the actual or Allowable Charge. This is after the Insured Person has met his obligations of Deductible, Coinsurance, Copayments and any other applicable costs.

Medical Emergency: A sudden, unexpected, and unforeseen medical condition caused by an Illness or Injury that leads a reasonable person to believe that failure to receive immediate medical attention would place the health or life of the person in serious jeopardy.

Medical Identification Card: The card provided to each Insured Person. This card contains limited benefit information including the Effective Date of coverage, as well as contact information for submitting claims and emergency medical treatment.

Medically Necessary: A service or supply is necessary and appropriate for the diagnosis or treatment of an Illness or Injury based on generally accepted current medical practice. A service or supply will not be considered as Medically Necessary if:

a. it is provided only as a convenience to the Insured Person or Provider;
b. it is not the appropriate treatment for the Insured Person's diagnosis or symptoms;
c. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment.

The fact that any particular Physician may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

Nurse: A licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:

- the Insured Person,
- an Immediate Family Member of either the Insured Person or the Insured Person's spouse, or
- a member of the same household

Optician: A person or business licensed by the state which renders services to manufacture, grind and or dispense vision lenses and vision frames prescribed by either an Optometrist or an Ophthalmologist, who is not:

- the Primary Insured,
- an Insured Dependent,
- an Immediate Family Member, or
- retained by the Policyholder.

Outpatient: Services, supplies or equipment received while not an Inpatient in a Hospital, or other health care facility, or overnight stay.

Out-of-Network Provider: Any Hospital, Physician, or other Provider of health care services who has not agreed to any pre-arranged fee schedules

Out-of-Pocket Maximum: The maximum dollar amount an Insured Person Insured is responsible to pay during a Period of Insurance. After an Insured Person Student has reached the Out-of-Pocket Maximum, the Plan covers benefits at 100% for the remainder of the Period of Insurance. Some benefits, however, will always remain payable at the percentage shown in the Schedule of Benefits. The Out-of-Pocket Maximum is met by accumulated Deductible and Coinsurance and Copayments Co-payments are not applied to the Out-of-Pocket Maximum.. Penalties and amounts above the Usual, Customary, and Reasonable Charge do not count toward the Out-of-Pocket Maximum. The Out-of-Pocket Maximum is shown in the Schedule of Benefits. In no instance will We pay more than the Lifetime Maximum Benefit as shown in the Schedule of Benefits.

Period of Insurance: The start and end date for which insurance coverage is in effect as shown on the Medical Identification Card. When multiple Summary of Benefits are issued during a School Year, the Maximum Benefit is an accumulation of all Summary of Benefits issued during the School Year.

Physician: A licensed health care Provider and/or Licensed Therapist practicing within the scope of their license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not:

1 the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
3. a person living in the Insured Person's household; member of the same household
4. a person employed or retained by the Policyholder; or
5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Plan: The agreement between the Insurer and the Policyholder. The Plan includes the Master Policy, the Summary of Benefits, the Schedule of Benefits, and the application.

Pre-Authorization: A process by which an Insured Person obtains written approval for certain medical procedures or treatments from the Insurer prior to the commencement of the proposed medical treatment. Certain medical procedures will require the Pre-Authorization process to be followed in order for the service to be covered and to maximize the benefits of the Insured Person.

Pre-Existing Condition: A pre-existing condition is a disease or physical condition for which medical advice or treatment has been received within, 12 months immediately prior to becoming covered under the Plan. A Pre-Existing Condition is considered stable, which in the six months before the Effective Date, there have not been:

- New/change in treatment; medical management; medication including a change in dosage, and
- New/more frequent/more severe symptoms or findings, and
- New test results or test results showing a deterioration, and
- Investigations initiated or recommended for your symptoms, and
- Hospitalization or referral to a specialist.

Preferred Allowance: Refers to the amount an In-Network Provider will accept as payment in full for covered medical expenses.

Preferred Provider: The Providers and Hospitals who have contracted with a Preferred Provider Organization to provide specific medical care at negotiated prices.

Preferred Provider Organization (PPO): Refers to a participating Provider, such as Hospital, clinic or Physician that has entered into an agreement to provide health services to Insured Persons.

Premium(s): The consideration owed by the Insured Person to the Insurer in order to secure benefits for its Insured Persons under this Plan.

Prescription Medications: Prescription medications are medications which are prescribed by a Physician and which would not be available without such prescription. Certain treatments and medications, such as vitamins, herbs, aspirin, cold remedies, medicines, Experimental or Investigative medications, or medical supplies even when recommended by a Physician, do not qualify as prescription medications.

Professional Sports: Activities in which the participants receive payment for participation, this does not include participants in National Collegiate Athletic Association (NCAA) or National Association of Intercollegiate Athletics (NAIA).

Provider: The organization or person performing or supplying treatment, services, supplies or medications.

Qualifying Insurance Coverage: Insurance coverage of an individual under any of the following:

1. A group health plan.
2. Individual or group health coverage.
3. Medicare.
4. Medicaid.
5. Medical and dental care for members and certain former members of the uniformed services and for their Dependents.
6. A medical program of the federal Indian health service or tribal organization.
7. A state health benefits risk pool.
8. The Federal Employees Health Benefits Program.
9. The State Children's Health Insurance Program (S-CHIP).
10. Health plans established and maintained by foreign governments or political subdivisions and by the U.S. government.
11. Any public health benefit program provided by state, country, or other political subdivision of a state.
12. A health benefit plan under the federal Peace Corps Act.

Rehabilitation: Therapeutic services designed to improve a patient's medical condition within a predetermined time period through establishing a maintenance program designed to maintain the patient's current condition, prevent it from deteriorating and assist in recovery.

Rehabilitation Facility: A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:

- is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care, and
- is duly licensed by the appropriate government agency to provide such services, and
- is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.

A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.

Repatriation or Local Burial: This is the expense of preparation and the air transportation of the mortal remains of the Insured Person from the place of death to their Home Country, or the preparation and Local Burial of the mortal remains of an Insured Person who dies outside their Home Country. This benefit is excluded where death occurs in their Home Country.

Schedule of Benefits: The summary description of the benefits, payment levels and Maximum Benefits, provided under this Plan.

School: The college, university, middle or high school where the Insured Person is enrolled. The School must be licensed or accredited, as applicable, by the jurisdiction where it is located, to provide the care, education or training for which the Insured Person is enrolled.

School Year: The 12-months period when the educational institution begins classes, usually starting in late summer and may conduct classes on a quarterly, semester, or other regularly scheduled basis.

Skilled Nursing Facility: means an institution which meets all the following requirements:

- it must be operated pursuant to law,
- it must be primarily engaged in providing, in addition to room and board accommodations, nursing services under a licensed Physician's supervision,
- Registered or License Practical Nurses must supervise 24 hours a day, and
- a daily record for each patient must be maintained.

This definition does not include:

a. Rest home or similar facility,
b. Home or facility for the aged,
c. Home or facility for drug addicts and alcoholics,
d. Home or facility for care and treatment of mental diseases and disorders, or
e. Home or facility for custodial or educational care.

Sponsoring Organization: An organization that provides access to insurance coverage for international students, completes an application, and has been approved by the Insurer.

Spouse: means the Insured Person's lawful spouse or domestic partner.

Student Health Center: A facility that meets all of the following requirements: 1) located in or near a School facility and open during School hours; 2) organized through the School, community, and health care Provider relationships; and 3) staffed by qualified health care Providers.

Subrogation: Circumstances under which the Insurer may recover expenses for a claim paid out when another party should have been responsible for paying all, or a portion of that claim.

Summary of Benefits: The document provided to the Insured Person that includes the Schedule of Benefits and the terms of the Master Policy issued to the Trust.

Terrorism: Terrorist activity means an act, or acts, of any person, or groups of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization or government.

Trip: Round trip travel by air, land, or sea from the Insured's Home Country.

Usual, Customary and Reasonable Charge (UCR): Fees and prices generally charged reimbursed within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature.

Valuables/Electronics: Cellular phones, satellite phones, photographic equipment, tablet PC's, computers, iPods, CD players and personal music and stereo equipment, CD's, computers, computer games and associated equipment, hearing aids, telescopes and binoculars, antiques, jewelry, watches, furs, and articles made of or containing gold, silver or other precious metals or animal skins or hides. Any item of value to be evaluated on a case by case basis.

Vision Examination: An examination of principal vision functions. A Vision Examination includes but is not limited to, case history, examination for pathology or anomalies, job visual analysis, refraction, vision field testing and tonometry, if indicated. The exam will be consistent with the community standards, rules and regulations of the jurisdiction in which the Provider practice is located administered by an Optician.

Waiting Period: The period of time beginning with the Insured Person's Effective Date, during which limited, or no benefits are available for particular services. After satisfaction of the Waiting Period, benefits for those services become available in accordance with this Plan.

We, Us, Our and Insurer: Crum & Forster, SPC

15.0 SUBSCRIPTION AGREEMENT

I hereby apply to be a participant of the Fairmont Specialty Trust (the "Trust") and to participate in the insurance coverage (the "Coverage") under the Trust by Crum & Forster SPC ("the Company") under which I am considered an Insured.. I understand that the Coverage is not a general health insurance product but is intended for use in the event of a sudden and unexpected event while traveling outside my Home Country. I understand that the Coverage extended to me will terminate upon my return to my Home Country. I understand that the liability of the Company as insurer of the Coverage is as provided in the Policy. By acceptance of Coverage and/or submission of any claim for benefits, the Insured ratifies the authority of the signer to so act and bind the Insured. The Insured undertakes to make all Premium payments as they fall due in respect of the Coverage extended to him or her. Neither the trust nor its administrator or insurance broker (collectively, the "Plan Administrator") shall not be responsible for the administration of such payments. If the Insured fails to make any Premium payment due in respect of the Coverage extended to him or her, subject to the discretion of the Insurance Company, such Coverage will lapse. The Insured hereby confirms the accuracy of all information, validity of all representations and warranties provided to the Plan Administrator in connection with its participation in the Plan and/or the subscription for the Coverage, howsoever provided, including the terms of this Subscription Agreement, (together "Representations & Warranties"). The Insured acknowledges that certain of such information will be relied upon by the Company as insurers of the Coverage and that any inaccuracy therein may result in the invalidity of such Coverage as it relates to the Insured, the loss of Coverage and all monies paid in relation thereto. The Insured hereby undertakes to inform the Plan Administrator of any change to any of matter that forms the subject of any of the Representation & Warranties. The Insured hereby undertakes to indemnify and hold harmless the Plan Administrator against any loss or damage (including attorney's fees) occasioned by any inaccuracy in any Representation & Warranty or failure to advise the Plan Administrator of any change in any matter that forms the subject of any of the Representation & Warranties. The Insured agrees that the Plan Administrator shall be entitled to rely on and to act in accordance with any written instruction purported to be provided by the Insured and the Insured hereby undertakes to indemnify and hold harmless the Plan Administrator against any loss or damage (including attorney's fees) occasioned by the Plan Administrator acting in accordance with any such instruction. Payments under the terms of the Coverage shall be paid by the Insurers to the Insured or directly to a provider if assignment of benefits has been authorized. The Plan Administrator shall not be responsible for the administration of such payments. I confirm that I have satisfied myself that the insurance is appropriate for me and that I meet the eligibility criteria.


TSS
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