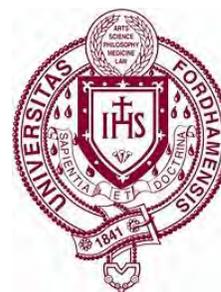


# 2020-2021 | PLAN BENEFIT BROCHURE



**24/7 Travel Assistance  
Services Provided By:**



International Travel Insurance Plan

**Underwritten by:**  
ACE American Insurance Company

**Policy Number:**  
STIN17933383

**Brokered by:**



Insurance | Risk Management | Consulting

## Important Contact Information

### Benefit Questions

Contact [Global@gallagherstudent.com](mailto:Global@gallagherstudent.com) if you have questions about what is covered and what is not covered by the insurance plan. A member of our team will follow up with you within 24 hours.

### AXA 24/7 Travel Assistance Services

Contact AXA by calling **1-855-327-1425 (from inside the US)** or **1-630-694-9802 (from outside of the US)**.



**Before you travel** outside your home country, you should prepare yourself by logging onto the AXA website where you can sign up for health and security email alerts or review country-specific reports that will make you an informed traveler.

1. Visit [www.acetravelassistance.net](http://www.acetravelassistance.net) and go to the Travel Intelligence Portal.
2. Click on “Get Started”.
3. You will be asked to create your account using your username, email, and password.
4. A confirmation email will be sent to your email address. Verify your account with the link provided in the email.
5. You will then be directed to the website portal where you can login using your username and password.
6. You can edit your profile which includes a variety of language options.
7. After you create your account, please visit the Google Play or App Store to download the Travel Eye app to your phone.
8. Open the app and look for the *Alternatively Click Here to use the standard login method with username and password* section at the bottom of the screen. Use your username and password to login to the app.



**While abroad**, AXA will help locate a qualified health care provider, receive a prescription or simply answer any general medical or security concern you may have so you get quality medical care and advice.

**In an emergency**, AXA can ensure that you get immediate care whether it requires evacuating you to a center of medical excellence or closely monitoring your condition with local doctors. Keep in mind that AXA can also take care of all the details associated with your situation such as making travel arrangements for family members so you can focus on getting better.

### Reimbursement Claims

In the event you paid out of pocket for a medical claim and are seeking reimbursement for that medical claim:

1. Fill out a [claim form](#).
2. Please email your completed claim form as well as copies of all doctors bills and proof of payment (receipts) to [aciclaims@visit-aci.com](mailto:aciclaims@visit-aci.com)

## Schedule of Benefits

Eligible Travelers	
Fordham University students, faculty, staff, and individuals acting in an official capacity on behalf of Fordham University while on an approved trip.	
Medical Benefits	
Total Maximum per Covered Accident or Sickness	\$250,000
Pre-existing Conditions	\$10,000
Deductible	\$0 per Covered Accident or Sickness
Co-insurance Rate	100% of the Usual and Customary Charges
Maximum for Dental Treatment (Injury Only)	\$250 per tooth up to \$500
Emergency Medical Treatment of Pregnancy	Treated as any other medical condition
Maximum for Room & Board Charges	Average rate of a semi-private room
Maximum for ICU Room & Board Charges	Two (2) times the average rate of a semi-private room
Chiropractic Care	\$50 per visit up to \$500
Mental and Nervous Disorders:	
1. Inpatient	1. \$10,000
2. Outpatient	2. \$5,000
Prescription Drugs:	
1. Inpatient Co-insurance	100% of Covered Expenses
2. Outpatient Co-insurance	100% of Covered Expenses
Emergency Medical Evacuation Benefit	\$100,000
Repatriation of Remains Benefit	\$100,000
Emergency Reunion Benefit	
1. Benefit Maximum	\$10,000
2. Daily Benefit Maximum	\$250
3. Maximum Number of Days	10 days
Trip Cancellation & Interruption Benefits	
Benefit Maximum	\$5,000
Security Evacuation Expense Benefit	
Benefit Maximum	\$100,000
Baggage Delay	
Benefit Maximum	\$500
Lost Luggage	
Benefit Maximum	\$1,000
Accident Death & Dismemberment Benefits	
Principle Sum	\$15,000

## Definitions

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Benefit Schedule.

“Covered Accident” means an accident that occurs while coverage is in force for an Insured and results directly and independently of all other causes in a loss or Injury covered by this Policy for which benefits are payable.

“Covered Expenses” means expenses actually incurred by or on behalf of an Insured for services covered by this Policy. A Covered Expense is deemed to be incurred on the date such service or supply, that gave rise to the expense or the charge, was rendered or obtained.

“Covered Loss” or “Covered Losses” means an accidental death, dismemberment or other Injury covered under this Policy.

“Deductible” means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by the Insured on a per Covered Accident or Sickness basis before Medical Expense Benefits and any other Additional Benefits paid on an expense incurred basis, are payable under this Policy.

“Doctor” means a licensed health care provider acting within the scope of his or her license. It will not include an Insured or an Insured’s Immediate Family Member.

“Home Country” means a country from which the Insured holds a passport. If the Insured holds passports from more than one country, his or her Home Country will be that country which the Insured has declared to Us in writing as his or her Home Country.

“Hospital” means a short-term, acute, general hospital, which: 1) is primarily engaged in providing, by or under the continuous supervision of Doctors, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons; 2) has organized departments of medicine and major surgery; 3) has a requirement that every patient must be under the care of a Doctor or dentist; 4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.); 5) if located in New York state, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x(k)); 6) is duly licensed by the agency responsible for licensing such hospitals; and 7) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitative care.

“Immediate Family Member” means a person who is related to the Insured in any of the following ways: spouse; parent (includes stepparent); child age 18 or older (includes legally adopted and step child); brother or sister (includes stepbrother or stepsister); parent-in-law; son or daughter-in-law; and brother or sister-in-law.

“Injury” means accidental bodily harm sustained by an Insured that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through accidental means. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

“Insured” means the person who applies for coverage and pays the required premium.

“Medical Emergency” means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

“Natural Disaster” means a flood, hurricane, tornado, earthquake or blizzard that is due to natural causes.

“Palliative Dental” means dental treatment that relieves pain but is not curative.

“Pre-existing Condition” means an illness, disease or other condition of the Insured, that in the 180-day period before the Insured’s coverage became effective under this Policy:

1. first manifested itself, worsened, became acute or exhibited symptoms that would have caused a reasonable person to seek diagnosis, care or treatment; or
2. required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or
3. was treated by a Doctor or treatment had been recommended by a Doctor.

“Sickness” means an illness, disease or condition of the Insured that causes a loss for which an Insured incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

“Travel Companion” means a person traveling with the Insured who shares the Insured’s accommodations.

“Trip” means travel by air, land, or sea from the Insured’s Home Country or place of residence. It includes direct flight connections to join and depart an arranged Trip, provided such flights are scheduled to commence during the Insured’s term of coverage. Trip length may not exceed 180 days from the date and time the Insured starts a Trip.

“Usual and Customary Charge” means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

“We”, “Our”, “Us” means ACE American Insurance Company

“You, or Your” means the Insured who applies for coverage and pays the required premium.

## Description of Benefits

The following Provisions explain the benefits available under this Policy.

### Accidental Death and Dismemberment Benefit

We will pay benefits if an Insured is injured in a Covered Accident and suffers one of the losses shown below within 365 days of a Covered Accident. If multiple losses occur, only one benefit amount, the largest, will be paid for all losses due to the same accident.

Covered Loss	Benefit Amount
Life.....	100% of the Principal Sum
Two or more Members.....	100% of the Principal Sum
Quadriplegia.....	100% of the Principal Sum
One Member.....	50% of the Principal Sum
Hemiplegia.....	50% of the Principal Sum
Paraplegia.....	50% of the Principal Sum
Thumb and Index Finger of the Same Hand.....	25% of the Principal Sum
Uniplegia.....	25% of the Principal Sum

“Quadriplegia” means total Paralysis of both upper and lower limbs. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Uniplegia” means total Paralysis of one lower limb or one upper limb. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Paralysis” means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing.

“Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint.

“Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. “Loss of a Thumb and Index Finger of the Same

“Hand” means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body.

Exposure and Disappearance: Coverage includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle the Insured was traveling.

An Insured is presumed dead, if;

1. he or she is in a vehicle that disappears, sinks or is stranded or wrecked on a covered Trip; and
2. the body is not found within one year of the Covered Accident.

### Baggage Delay Benefit

We will pay incurred expenses for the cost of reasonable, additional clothing and personal articles purchased by the Insured during the Trip, up to the Maximum Limit shown on the Benefit Schedule if the Insured’s baggage is delayed more than 24 hours. Incurred expenses must be accompanied by receipts.

This does not apply if baggage is delayed after the Insured has reached his or her return destination. We will also pay the reasonable cost to return the Insured’s baggage to his or her Home, up to the Insured’s limit of coverage.

If the Insured’s baggage is delayed for more than 24 hours after his or her arrival at his or her Destination, the Insured will receive a voucher for the equivalent of \$100 for the cost of necessary personal effects.

Payment of Loss: The Insured must provide documentation of the delay or misdirection of baggage by the common carrier and receipts for the emergency purchases.

Limitation: This benefit is limited to \$100 per day/per Insured up to the Maximum Limit shown in the Benefit Schedule.

### Emergency Medical Evacuation Benefit

We will pay Emergency Medical Evacuation Benefits as shown in the Benefit Schedule for expenses incurred for the medical evacuation of an Insured. Benefits are payable, if the Insured:

1. is traveling outside of his or her Home Country;
2. is traveling outside of 100 miles away from home;
3. suffers a Medical Emergency during the course of the Trip; and

4. requires Emergency Medical Evacuation.

In the event the Insured has been confined in a Hospital for at least 7 consecutive days due to a covered Injury or Sickness and following an Emergency Medical Evacuation, where the attending Doctor believes it would be beneficial for the Insured to have a person chosen by the Insured at his or her side, We will pay the expenses incurred for travel and lodging for that person, up to the cost of round-trip economy airfare.

Benefits will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Insured's Medical Emergency requires an Emergency Medical Evacuation;
2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are essential for the diagnosis, treatment or care of the Injury or Sickness as determined by the treating Doctor and do not exceed the usual level of charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

"Emergency Medical Evacuation" means the Insured's: 1) immediate transportation from the place where he/she suffer an Injury or Emergency Sickness to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; or 2) transportation to his/her Home Country to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury or an Emergency Sickness.

"Emergency Sickness" means a sickness of such a nature that failure to get immediate medical care could put the person's life in danger or cause serious harm to the person's bodily functions.

An Emergency Medical Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such transportation. Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance.

#### **Emergency Reunion Benefit**

We will pay up to the Benefit Maximum as shown in the Schedule of Benefits for expenses incurred to have an Insured's Immediate Family Member accompany him or her to the Insured's Home Country or the Hospital where the Insured is confined if the Insured is confined in a Hospital for at least 24 consecutive hours due to a covered Injury or Sickness and the attending Doctor believes it would be beneficial for the Insured to have an Immediate Family Member at his or her side. The Immediate Family Member's travel must take place within 7 days of the date the Insured is confined in the Hospital.

Covered expenses include an economy airline ticket and other travel related expenses not to exceed the Daily Benefit Maximum and the Maximum Number of Days shown in the Schedule of Benefits. All transportation and lodging arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the usual level of charges for similar transportation or lodging in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

#### **Lost Baggage Benefit**

We will reimburse the Insured's replacement costs of clothes and personal hygiene items, up to the Benefit Maximum shown in the Benefit Schedule, if the Insured's luggage is checked onto a common carrier, and is then lost, stolen or damaged beyond his or her use. Replacement costs are calculated on the basis of the depreciated standard for the specific personal item claimed and its average usable period. The Insured must file a formal claim with the transportation provider and provide Us with copies of all claim forms and proof that the transportation provider has paid the Insured its normal reimbursement for the lost, stolen or damaged luggage.

#### **Security Evacuation Benefit**

If, as a result of an Occurrence that takes place during an Insured's Trip and while traveling outside his or her Home Country, an Insured requires a Security Evacuation, We will pay a benefit to Transport the Insured to the Nearest Place of Safety. The determination that an Insured requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by Our assistance provider. Security Evacuation benefits are payable only once per Occurrence during the Insured's Trip.

Benefits will also be payable for Transportation and Related Costs within 14 days of the Security Evacuation to one of these locations:

- (a) back to the Host Country if return is safe and permitted; or
- (b) to the Insured's Home Country; or
- (c) to the Insured's return destination or point of origin for the Trip. This benefit is subject to the overall Benefit Maximum shown in the Schedule.

Benefits will be payable for consulting services by Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the overall Maximum Limit shown in the Schedule.

Our assistance provider must make all arrangements and must authorize all expenses in advance of any benefits being payable. Our assistance provider is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured until a Security Evacuation becomes viable.

### **Right of Recovery**

If, after a Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to the Occurrence, the Company has the right to recover all Transportation and Related Costs from the Insured Person.

### **Definitions**

“Advisory”, as used in this Rider, means a formal travel advisory or recommendation by the United States Government recommending that the Insured or citizens of his or her Home Country or citizens of the Host Country leave the Host Country.

“Appropriate Authority(ies)”, as used in this Rider, means the government authority(ies) in the Insured’s Home Country or the government authority(ies) of the Host Country.

“Designated Security Consultant”, as used in this Rider, means an employee of a security firm under contract with Us or Our assistance provider who is experienced in security and measures necessary to ensure the safety of the Insured(s) in his or her care.

“Excluded Country”, as used in this Rider, means the following countries from which Security Evacuations are not available under this Benefit: Afghanistan, Iraq, Libya, Somalia, Syria or any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

“Host Country”, as used in this Rider, means any country, other than an Excluded Country, in which an Insured is traveling while covered under the Policy.

“Imminent Physical Danger”, as used in this Rider, means the Insured is subject to possible physical injury or sickness that could result in grave physical harm or death.

“Missing Person”, as used in this Rider, means an Insured who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority (ies).

“Natural Disaster”, as used in this Rider, means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wild fire or other similar event that:

- (a) is due to natural causes; and
- (b) results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be Uninhabitable or dangerous.

“Nearest Place of Safety”, as used in this Rider, means a location determined by the Designated Security Consultant where:

- (a) the Insured can be presumed safe from the Occurrence that precipitated the Insured’s Security Evacuation; and
- (b) the Insured has access to transportation to his or her Home Country; and
- (c) the Insured has the availability of temporary lodging, if needed.

“Occurrence”, as used in this Rider, means any of the following situations in which an Insured finds himself or herself while covered by the Policy:

- (a) expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
- (b) political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured’s Home Country or citizens of the Host Country should leave the Host Country;
- (c) Natural Disaster within 7 days of an event;
- (d) Verified Physical Attack or a Verified Threat of Physical Attack from a third party;
- (e) the Insured had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within 7 days of his or her being found.

“Related Costs”, as used in this Rider, means food, lodging and, if necessary, physical protection for the Insured during the Transport to the Nearest Place of Safety.

“Security Evacuation”, as used in this Rider, means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

“Transport/Transportation”, as used in this Rider, means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured’s Common Carrier tickets will be used.

“Verified Physical Attack”, as used in this Rider, means deliberate physical harm of the Insured confirmed by documentation or physical evidence.

### **Exclusions**

No benefits are payable under this Benefit for charges, fees or expenses:

- (a) payable under any other provision of the Policy;
- (b) that are recoverable through the Insured’s employer;
- (c) arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured, acting alone or in collusion with others;
- (d) arising from or attributable to an alleged:
  - (1) violation of the laws of the Host Country by an Insured; or
  - (2) violation of the laws of the Insured’s Home Country;unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the Insured;
- (e) due to the Insured’s failure to maintain and possess duly authorized and issued required travel documents and visas;
- (f) arising from an Occurrence which took place in an Excluded Country;
- (g) for repatriation of remains expenses;
- (h) for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
- (i) for medical services;
- (j) for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping;
- (k) for consulting services seeking information on Missing Person or kidnapping cases;
- (l) arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause; or
- (m) arising from or attributable, in whole or in part to non-compliance by the Insured with regard to any obligation specified in a contract or license;
- (n) due to military or political issues if the Insured’s Security Evacuation request is made more than 30 days after the Appropriate Authority Advisory was issued.

### **Medical Expense Benefit**

We will pay Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident or Sickness. These benefits are subject to the Deductibles, Coinsurance Rates, Benefit Maximums and other terms or limits shown in the Benefit Schedule. Benefits for Pre-existing Conditions are limited to the Maximum shown in the Benefit Schedule.

Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Covered Expenses that are essential for the diagnosis, treatment or care of the Injury or Sickness as determined by the treating Doctor that the Insured receives; and
3. for which the initial treatment for the covered Injury or Sickness was received within the Incurral

Period for Loss shown in the Benefit Schedule.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

### **Covered Medical Expenses**

Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room)

1. Services of a Doctor or a registered nurse (R.N.).
2. Ambulance service to or from a Hospital.
3. Laboratory tests.
4. Radiological procedures.
5. Anesthetics and their administration.
6. Blood, blood products, artificial blood products, and the transfusion thereof.
7. Physiotherapy.
8. Chiropractic and therapeutic expenses on an inpatient or outpatient basis.
9. Medicines or drugs administered by a Doctor or that can be obtained only with a Doctor’s written prescription.
10. Dental charges for Injury to sound, natural teeth.
11. Emergency medical treatment of pregnancy.
12. Artificial limbs or eyes (not including replacement of these items).
13. Casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces).
14. Oxygen or rental equipment for administration of oxygen.
15. Rental of a wheelchair or hospital-type bed.

16. Rental of mechanical equipment for treatment of respiratory paralysis.
17. Mental and Nervous Disorders (limited to one treatment per day). "Mental and Nervous Disorders" means neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind.

### **New York Mandated Benefits**

We will comply with New York State mandated benefits and will not deny coverage if a proper claim is submitted for a Covered Accident or Sickness under this Policy.

### **Repatriation of Remains Benefit**

We will pay Repatriation of Remains Benefits as shown in the Benefit Schedule for preparation and return of an Insured's body to his or her Home Country if he or she dies due to an Injury or Sickness. Covered Expenses include, but are not limited to:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains by the most direct and least costly conveyance and route possible.

Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance.

### **Trip Cancellation and Interruption Benefits**

We will reimburse the Insured for the amount of non-refundable money he or she paid for his or her Trip, up to the Benefit Maximum shown in the Benefit Schedule, if the Insured is prevented from taking his or her Trip or his or her Trip is interrupted as the result of Injury, Sickness or death that occurs prior to the Trip, or during the Trip to either the Insured or an Immediate Family Member.

## **Exclusions and Limitations**

We will not pay benefits for any loss or Injury that is caused by or results from:

1. aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.
2. participation in a riot or insurrection.
3. intentionally self-inflicted injury; suicide or attempted suicide (applicable to Accidental Death and Dismemberment benefits only).
4. war or any act of war, whether declared or not.
5. commission of, or attempt to commit, a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation.

In addition to the exclusions above, We will not pay Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by:

1. routine dental care and treatment. This does not include dental care or treatment necessary due to Injury to sound natural teeth due to a Covered Accident.
2. cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect.
3. Mental and emotional disorders in excess of the benefits provided in the Medical Expense Benefit.
4. eyeglasses, hearing aids, and examination for the prescription or fitting thereof.
5. treatment by any Immediate Family Member.
6. treatment provided in a government hospital; benefits provided under Medicare or other governmental program (except Medicaid).
7. custodial care.
8. benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable.
9. benefits provided under any state or Federal workers; compensation, employers' liability or occupational disease law.
10. Pre-Existing Conditions in excess of the Maximum shown in the Benefit Schedule.
11. Injury resulting from the following extra-hazardous activities: aviation and related activities, such as skydiving and parachuting, and participation as a professional in athletics or sports.
12. foot care in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet.
13. Services rendered and separately billed by employees of hospitals, laboratories or other institutions.
14. services for which no charge is normally made.
15. normal pregnancy, other than complications of pregnancy, of the Insured.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

## Claims Provisions

**Notice of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by this Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured and the Policy Number.

**Claim Forms:** Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**Proof of Loss:** Written proof of loss must be furnished to Us at Our office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 120 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**Time Payment of Claims:** Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

**Payment of Claims:** If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary. If no beneficiary is on record with Us or Our authorized agent, payment will be made to the first surviving class of the following to the Insured's:

1. spouse, domestic partner, partner to a civil union;
2. child or children, in equal shares (If a child is a minor, benefits will be paid to the legal guardian);
3. mother or father;
4. estate.

All other benefits due and not assigned will be paid to the Insured, if living. Otherwise, the benefits may, at Our option, be paid:

1. according to the beneficiary designation; or
2. to the Insured's estate.

If We are to pay benefits to (1) a minor; or (2) a person who is incapable of giving a valid release, We may pay up to \$1,000 to a relative by blood or marriage whom We believe is equitable entitled.

All other benefits due and not assigned will be paid to the Insured, if living. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her, or to a person or persons chiefly dependent upon him or her for support or maintenance. Any payment made in good faith will end Our liability to the extent of the payment.

We may pay benefits directly to any Hospital or person rendering covered services, unless the Insured requests otherwise in writing. The Insured must make the request no later than the time he or she files a written proof of loss.

**Beneficiary:** The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

**Assignment:** At the request of the Insured, medical benefits may be paid to the provider of service. Any payment made in good faith will end Our liability to the extent of the payment.

**Physical Examinations and Autopsy:** We have the right to have a Doctor of Our choice examine the Insured as often as is reasonably necessary when a claim is pending. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

The following Subrogation provision applies only to Accidental Death and Dismemberment Benefit, Emergency Medical Evacuation Benefit, Emergency Reunion Benefit, Medical Expense Benefit and Repatriation of Remains Benefit:

**Subrogation.** In the event that the Insured suffers an Injury or Sickness for which another party may be responsible, such as someone injuring the Insured in an accident, and We pay benefits as a result of that Injury or Sickness, We will be subrogated and succeed to

the right of recovery against the party responsible for the Insured's Sickness or Injury to the extent of the benefits We have paid. This means that We have the right independently of the Insured to proceed against the party responsible for the Insured's Injury or Sickness to recover the benefits We have paid. Our right of recovery does not apply when a settlement is reached between a plaintiff and defendant, unless a statutory right of reimbursement exists. When entering into a settlement, it is presumed that the Insured did not take any action against Our rights or violate any contract between the Insured and Us. The settlement between the Insured and the responsible party does not include compensation for the cost of health care services for which We provided benefits.

The following provision applies only to Baggage Delay Benefit, Lost Baggage Benefit, and Trip Cancellation and Interruption Benefit:

**Subrogation** - To the extent the Company pays for a loss suffered by an Insured, We will take over the rights and remedies the Insured had relating to the loss. This is known as subrogation. The Insured must help Us preserve Our rights against those responsible for the Insured's loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by Us.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage.

We will not pay or be responsible, without Our written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

**Coverage** - as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy except coverage provided under this Policy and any fund or insurance policy providing the Insured with coverage for any claims, causes of action or rights the Insured may have against the Company.

**Third Party** - as used in this Subrogation section, means any person, corporation or other entity (except the Insured and the Company).

#### GENERAL PROVISIONS

**Entire Contract; Changes:** This Policy, including any riders, endorsements or amendments, is the entire contract. Only Our authorized officer can authorize a change or waive any provisions in this Policy.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our President or Secretary and be attached to the Policy. The approval must be noted on or attached to this Policy. No agent has the authority to change or to waive any part of this Policy.

**Agreement:** We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

**Non-Disclosure:** For the first two years from the Effective Date of this Policy, any intentional material misrepresentation in relation to any matter affecting this Insurance shall render this Policy voidable at Our option. No misrepresentation shall be deemed material unless knowledge by Us of the facts misrepresented would have led Us to refuse to issue this policy.

**Clerical Error:** If a clerical error is made, it will not affect the insurance of the Insured. No error will continue the insurance of an Insured beyond the date it should end under this Policy.

**Payment of Premium:** Coverage is not effective unless the required premium has been paid, subject to the Grace Period.

**Conformity With State Statutes:** Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the Insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

**Not In Lieu Of Workers' Compensation:** This Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.