

# Master Policy 191920-4

[ATLAS SERIES – ATLAS ESSENTIAL™]

Assured: The Atlas/International Citizen Group Insurance Trust  
Hamilton, Bermuda

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## Article 1 - Insuring

Certain Underwriters at Lloyds, London (“Underwriters”) promise to provide the benefits described in this Master Policy. Underwriters makes this promise in consideration of the **assured’s** application, each **member’s** application, and the payment of premium.

Tokio Marine HCC – MIS Group is hereby recognized by Underwriters as the plan administrator. All communications, notices and payments shall be transmitted through **us**. Receipt by **us** shall be considered receipt by Underwriters.

Underwriters’s agreement is subject to all terms, conditions, provisions and exclusions of this Master Policy, including any exhibits, schedules, endorsements, or riders attached hereto.

### **Tokio Marine HCC- Medical Insurance Services Group (“MIS Group”)**

A subsidiary of Tokio Marine HCC, HCC Lloyd’s Syndicate 4141 is managed by HCC Underwriting Agency Ltd which is authorized by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and thePRA. Registered in England and Wales No. 04632146. Registered office: 1 Aldgate, London EC3N 1RE, United Kingdom. Lloyd’s is authorised as an insurer in Spain by the Spanish insurance regulatory authority (Dirección General de Seguros y Fondos de Pensiones) under reference L0017.

These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or contacting the Financial Conduct Authority on 0800 111 6768.

## Article 2 - Important Notice Concerning the United States Patient Protection and Affordable Care Act

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 U.S. citizens or US residents to obtain PPACA compliant health insurance, or “minimum essential coverage.” PPACA also requires certain employers to offer PPACA compliant insurance coverage to their employees. Tax penalties may be imposed on U.S. residents or citizens who do not maintain minimum essential coverage, and on certain employers who do not offer PPACA compliant insurance coverage to their employees. In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. **You** should consult **your** attorney or tax professional to determine whether this policy meets any obligations **you** may have under PPACA.

## Article 3 – Effective Date and Termination

This Master Policy is effective as of April 1, 2019 and shall remain in effect until March 31, 2020. Thereafter, this Master Policy may be renewed for successive 12-month periods. This Master Policy can be terminated at any time by either Underwriters or **us** giving at least 30 days advance written notice to the other party. Such termination of the Master Policy will have no effect on **certificates** issued to **members** prior to the date of termination or on payments made or to be made by or to Underwriters under such **certificates**. No **certificates** will be issued after the date the Master Policy is terminated.

## Article 4 - General Provisions

### **Entire Agreement**

The Master Policy, including any exhibits, schedules, endorsements and/or riders attached hereto, constitutes the entire agreement between Underwriters and **us**. The **certificate** issued to the **member**, including the **member’s** application and any exhibits, schedules, endorsements and/or

riders attached thereto, is an outline of the insurance provided by this Master Policy. The **certificate** does not extend or change the insurance provided by the Master Policy. The insurance described in the **certificate** is subject to all terms, conditions, provisions and exclusions of the Master Policy, including any exhibits, schedules, endorsements and/or riders attached hereto.

### **Insolvency**

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of **us** or any **member** shall not impose upon Underwriters any liability other than that specifically included in this insurance.

### **Currency**

The monetary limits and premiums stated in the Master Policy and any **certificate** issued hereunder are in U.S. dollars.

### **Notice**

Any notice to **you** shall be placed in the United States mail, postage prepaid, and addressed to **your** mailing address on file as of the date the notice is mailed. **You** are required to promptly notify **us** of any change in mailing address.

### **Data Protection**

**We** respect individual privacy and value **your** confidence. **We** restrict access to personal information to employees/partners who need to know that information in order to perform their jobs. Any employee that **we** determine is in violation of this policy will be subject to disciplinary action, up to and including termination and criminal prosecution.

**We** will not disclose **your** personal information to third parties outside Tokio Marine HCC and **our** partners unless ordered to do so to comply with the law of the countries in which **we** do business or when complying with the legal process.

### **Rights of Third Parties**

**You** may assign benefits under this insurance to a **hospital, physician** or other provider. Any assignment shall not confer upon such **hospital, physician** or other provider, any right or privilege granted to **you** under this insurance except for the right to receive benefits, if any, which are determined to be due and payable hereunder. No **hospital, physician** or other provider shall have any direct or indirect claim or right of action against **us**.

### **Law and Jurisdiction**

No action of law or equity may be brought to recover benefits under this insurance until 60 days after written proof of claim has been provided to **us**. No such action may be brought after the end of three (3) years after the time written proof of claim is required to be furnished. The validity, interpretation, and performance of this agreement shall be governed by and construed in accordance with the laws of Bermuda.

## **Article 5 – Conditions Precedent**

The following are conditions precedent to Underwriter's liability under this insurance:

### **Premium**

1. Rates: Rates shall be as set forth in the exhibit attached hereto.
2. Payment: Payment of the required premium shall be remitted to Underwriters on or before the **member's** certificate effective date or the continuation date (if applicable).
3. Premiums will be refunded in full if cancellation request is received prior to the certificate effective date.
4. Premiums may be refunded after the certificate effective date subject to the following provisions:
  - a. A \$25 cancellation fee will apply for administrative costs incurred by **us**; and
  - b. Only the unused portion of the plan cost will be refunded; and
  - c. **You** cannot have filed any claims to be eligible for premium refund.
5. Premium is considered to be paid on the date the payment instrument is received by Underwriters, provided such instrument provides immediately available funds.

## Misrepresentation and Fraud

### 1. Application:

**We** rely on the statements made by **you** on the application in connection with the making of the application in determining whether or not the individual(s) included on the application meets the eligibility requirements and the underwriting requirements for insurance hereunder. Any misstatement, concealment or fraud in the **participating organization's** application or the **member's** application, or in relation to any statement or warranty made by the **participating organization**, the **member**, or their authorized representative, whether in writing or otherwise, to **us** or **our** representatives, on or in connection with the application shall render this insurance null and void and all claims hereunder shall be forfeited, in addition to any and all other remedies available to **us**.

### 2. Claims:

**We** rely on the statements made by the **member** on the claimant's statement and in connection with the submission of any claim hereunder in determining whether or not and to what extent benefits under this insurance may be payable. Any misstatement, concealment or fraud in the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited, in addition to any and all other remedies available to **us**. If any claim under this insurance shall be in any respect fraudulent or if any fraudulent means or devices are used by the member or anyone acting on their behalf, this insurance shall be null and void and all claims hereunder shall be forfeited, in addition to any and all other remedies available to **us**.

## Waiver of Rights

**Our** failure to enforce or require compliance with any provision herein will not waive, modify or render such provision unenforceable at any other time, whether or not the circumstances are the same.

## Trade Sanctions

This Master Policy does not apply to the extent any trade or economic sanctions, or other laws or regulations prohibit **us** from providing insurance, including, but not limited, to the payment of claims.

# Article 6 - Member Eligibility, Certificate Effective & Termination Dates, Benefit Period, and Home Country Coverage

## Eligibility

U.S. Citizens and Non-U.S. Citizens who are at least 14 days of age are eligible for coverage outside of their **home countries**, except as provided under home country coverage. U.S. Citizens and residents are not eligible for coverage within the U.S., except as provided under home country coverage or an eligible benefit period. Individuals age 70 to 79 as of the certificate effective date are subject to a \$250,000 overall maximum limit or less. Individuals age 80 and over as of the certificate effective date are subject to a \$10,000 overall maximum limit.

## Certificate Effective Date

Insurance hereunder is effective on the later of:

- a. The moment **we** receive an application and correct premium if the application and payment is made online or by fax; or
- b. 12:01am U.S. Eastern Time on the date we receive an application and correct premium if the application and payment is made by mail;
- c. The moment **you** depart from **your home country**; or
- d. 12:01am U.S. Eastern Time on the date requested on the application.

## Certificate Termination Date

Insurance hereunder terminates on the earlier of:

1. 11:59pm U.S. Eastern Time on the last day of the period for which premium has been paid;
2. 11:59pm U.S. Eastern Time on the date requested on the application; or

- The moment of arrival upon **your** return to **your home country** (unless **you** have started a benefit period or are eligible for home country coverage).

### Benefit Period

While the **certificate** is in effect, the benefit period does not apply. Upon termination of the **certificate**, in accordance with this provision, **we** will pay eligible medical expenses for up to 90 days beginning on the first day of diagnosis or treatment of a covered **injury** or **illness** while **you** are outside **your home country**. The benefit period applies only to eligible medical expenses related to the **injury** or **illness** that began while the **certificate** was in effect.

In the event **you** begin a benefit period while the **certificate** is in effect, and the **certificate** terminates because **you** return to **your home country**, **we** will pay eligible medical expenses which are incurred in **your home country** during the benefit period. Home country coverage applies only to eligible medical expenses related to the **injury** or **illness** that began while the **certificate** was in effect.

### Incidental Home Country Coverage

**U.S. home country:** For every three-month period during which **you** are covered, eligible medical expenses incurred in the U.S. are covered up to a maximum of 15 days.

**Non-U.S. home country:** For every three-month period during which **you** are covered, eligible medical expenses incurred in **your home country** are covered up to a maximum of 30 days.

Any benefit accrued under a single three-month period does not accumulate to another period. Failure to continue **your** international trip or **your** return to **your home country** for the sole purpose of obtaining treatment for an **illness** or **injury** that began while traveling shall void any home country coverage provided under the terms of this agreement.

Except for a benefit period, coverage provided under this Master Policy is for a maximum duration of 365 days for non-U.S. citizens or residents whose travel does not include the U.S. or U.S. Territories, and for all other **members**, the maximum **certificate period** is 364 days. Any extension is based upon the eligibility rules in force and is solely at **our** discretion.

Notwithstanding the foregoing, coverage under all plans shall terminate on the date **we**, at **our** sole option, elect to cancel all **members** of the same sex, age, class or geographic location, provided **we** give no less than 30 days advance written notice by mail to **your** last known address.

## Article 7 - Schedule of Benefits and Limit

Plan Details	
Overall Maximum Limit	Age 80 or older \$10,000. Age 70 to 79: \$50,000, \$100,000, or \$250,000. All others: \$50,000, \$100,000, \$250,000, \$500,000, or \$1,000,000
Maximum per Injury / Illness	Age 80 or older \$10,000. Age 70 to 79: \$50,000, \$100,000, or \$250,000. All others: \$50,000, \$100,000, \$250,000, \$500,000, or \$1,000,000
Deductibles	\$0, \$100, \$250, \$500, \$1,000, \$2,500 or \$5,000 per <b>certificate period</b>
Coinsurance	
In-Network Payment	<b>Within the PPO: We</b> will pay 75% of eligible expenses after the deductible to the overall maximum limit
Out-of-Network Payment	<b>Outside the PPO: Usual, reasonable, and customary. You</b> may be responsible for any charges exceeding the payable amount.

Eligible expenses are subject to **deductible, coinsurance, overall maximum limit, and are per certificate period** unless specifically indicated otherwise.

BENEFIT	LIMIT
Hospital Room and Board	Average semi-private room rate, including nursing services
Intensive Care Unit	Up to the overall maximum limit
Local Ambulance	<b>Usual, reasonable and customary</b> charges, when covered <b>illness</b> or <b>injury</b> results in hospitalization as inpatient.
Emergency Room Co-payment	<p><u>Claims incurred in U.S.</u>  <b>You</b> shall be responsible for a \$200 co-payment for each use of emergency room for an <b>illness</b> unless <b>you</b> are admitted to the <b>hospital</b>. There will be no co-payment for emergency room treatment of an <b>injury</b>.</p> <p><u>Claims incurred in U.S.</u>            No co-payment</p>
Urgent Care Center Co-payment	<p><u>Claims incurred in U.S.</u>            For each visit, <b>you</b> shall be responsible for a \$15 co-payment, after which coinsurance will apply.            – <i>Co-payment waived for <b>members</b> with a \$0 deductible.</i>            – <i>not subject to deductible</i></p> <p><u>Claims incurred in U.S.</u>            No co-payment</p>
Terrorism	Up to \$50,000 lifetime maximum, eligible medical expenses only.
All Other Eligible Medical Expenses	Up to the overall maximum limit
Emergency Travel Benefits	Limit
Emergency Medical Evacuation	Up to \$500,000 lifetime maximum - <i>not subject to deductible or coinsurance</i>
Repatriation of Remains	Up to \$25,000 lifetime maximum - <i>not subject to deductible or coinsurance</i>
Local Burial or Cremation	Up to \$5,000 lifetime maximum - <i>not subject to deductible or coinsurance</i>

**Certificate Period** means the period of time beginning on the date and time of the **certificate effective date** and ending on the date and time of the **certificate termination date**.

**Coinsurance** means **your** payment of eligible expenses as specified in the Schedule of Benefits and Limits.

**Deductible** means the dollar amount of eligible expenses, specified in the Schedule of Benefits and Limits that **you** must pay per **certificate period** before eligible expenses are paid.

**Usual, Reasonable and Customary** means the lesser of the following:

1. One and a half times (150%) of the charges payable under the United States Medicare program, for claims incurred outside the PPO network within the U.S., or
2. Most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are reasonable. What is defined as **usual, reasonable and customary** charges will be determined by **us**. In determining whether a charge is **usual, reasonable and customary, we** may consider one or more of the following factors: the

level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services; the severity or nature of the **illness** or **injury** being treated; the amount charged for the same or comparable services, medicines or supplies in the locality; the amount charged for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; such other factors **we**, in the reasonable exercise of discretion, determine are appropriate

## Article 8 - United States Preferred Provider Organization (PPO) Requirements

Nothing contained in this insurance restricts or interferes with **your** right to select the **hospital, physician** or other medical service provider of **your** choice. Nothing contained in this insurance restricts or interferes with the relationship between **you** and the **hospital, physician** or other providers with respect to treatment or care of any condition, nor **your** right to receive, at **your** own expense, services and/or supplies that are not covered under this insurance.

To comply with the United States Preferred Provider Organization (PPO) requirements, **you** must receive medical treatment from PPO providers while in the United States. If **you** choose to seek treatment from a PPO provider, **we** will remit payment for eligible expenses directly to the provider.

**You** may review a listing of **hospitals, physicians** and other medical service providers included in the PPO Network for the area where **you** will be receiving treatment by accessing the Internet website for Tokio Marine HCC - MIS Group at: [www.hccmis.com](http://www.hccmis.com). For assistance locating a provider, contact us at 1-800-605-2282.

## Article 9 - Claim Procedures

**You** must submit a claim for any expenses to be paid by **us**. This includes treatment or services for which the medical provider will bill **us** directly. No payments will be made by **us** without **you** first submitting a claim.

Notice of claim, Claimant's Statement and Authorization, and proof of claim must be mailed to:

Tokio Marine HCC - MIS Group  
P.O. Box 2005  
Farmington Hills, MI 48333-2005  
USA

### Proof of Claim

When **we** receive notice of a claim, **we** will provide **you** with forms for filing proof of claim. The following is considered to be proof of claim:

1. A completed and signed Claimant's Statement and Authorization form, together with any/all required attachments;
2. Original itemized bills from **physicians, hospitals** and other medical providers; and
3. Original receipts for any expenses which have already been paid by **you** or on **your** behalf.

Beginning on the last day of **your certificate period**, **you** shall have **60 days** to provide us **proof of claim** (unless medical services were rendered after the certificate termination date, in which case **you** shall have 60 days from the date the claim is incurred). Subsequent to receipt of **proof of claim**, **we** may, at **our** sole discretion, request and require additional information, including but not limited to medical records, necessary to confirm the validity of any claim prior to payment thereof.

### Claims Cooperation

**You** shall provide assistance and co-operate with **us** or **our** representatives in obtaining any other records **we** or they feel necessary to evaluate the incident or claim. Following notification of a claim, **you** shall provide, when asked, all authorizations necessary to obtain **your** medical records. If **you** do not co-operate with **us** and/or **our** investigation of the claim, **we** shall not be liable to pay any claim.



### Access to Additional Materials

**You** shall provide **us**, or **our** designated representatives, all information, documentation, medical information that **we** or they may reasonably require during the term of this policy, or until all claims have been resolved, whichever is later.

### Other Insurance

**We** shall not pay any claim if there is other insurance which would, or would but for the existence of this insurance, pay such claim. This insurance will apply with respect to expenses in excess of the amount paid or payable under such other insurance. **We** shall not pay any claim in respect to care, treatment, services or supplies furnished by any program or agency funded by any government.

### Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Where any dispute is by this provision referred to arbitration, the making of an award shall be a condition precedent to any right of action against **us**.

### Subrogation

**You** undertake to cooperate with **us** in the prosecution of any and all valid claims **you** may have against third parties arising out of any occurrence which results or may result in a loss payment by **us** and to account for any amounts recovered on the basis that **we** are entitled to recover first in full any sums paid by them before **you** share in any amount so recovered. Should **you** fail to prosecute any valid claims against third parties and **we** thereupon become liable to make payment under this insurance, then **we** shall be subrogated to all **your** rights. Any amount recovered **us** shall be used to pay the expenses of collection and reimburse **us** for any amount that **we** may have paid or become liable to pay under this insurance. Any remaining amounts shall be paid to **you**.

### Right of Recovery

In the event of overpayment of any claim hereunder because:

1. all or some of the expenses were not paid for by **you** or on **your** behalf or were subsequently recovered by **you** or on **your** behalf; or
2. any **relative** of **you** or any person in **your** family, whether or not that person is or was a member, is repaid for all or some of those expenses by a source other than **us**; or
3. all or some of the expenses were not Eligible Expenses; or
4. all or some of the expenses were paid or reimbursed based on incorrect benefit application.

**We** have the right to recover the amount of overpayment from **you** and/or the **hospital, physician** or other provider of services or supplies. The amount of the recovery is the difference between:

1. the amount of expenses actually paid by **us**; and
2. the amount of expenses which should have been paid by **us**.

If **you** or the **hospital, physician** or other provider of services or supplies does not promptly make any such refund to **us**, we may, in addition to any other remedies available, either:

1. reduce the amount of any future claim that is otherwise eligible for payment hereunder, to the full extent of the refund due to **us**; or
2. cancel this **certificate** issued to **you** by giving 30 days advance written notice by mail to **your** last known address.

### Claims Assistance

Every attempt will be made to help **you** understand the benefits provided by this insurance, however, any statement made by **our** employee will be deemed a representation and not a warranty. Actual benefit payment can only be determined at the time a claim is submitted and all facts are presented in writing. If a definite answer to a specific question is required, **you** can submit a written request, including all pertinent information and a statement from the attending **physician** (if applicable), and a written reply will be sent to **you** and kept on file.

## Patient Advocacy

**We** may determine that a particular claim or diagnosis occurring under this insurance may be placed under the Patient Advocacy program to ensure that **medically necessary** services and supplies are provided in the most cost-effective manner. In the event **we** determine that a claim or diagnosis meets the Patient Advocacy program requirements, **we** will notify **you**, and a Patient Advocate will be assigned. Thereafter, the Patient Advocate may make recommendations of alternative treatment settings and/or procedures and/or supplies, which may be more cost effective for **us** and/or **you**. Such recommendations will be made with input from **you** and **your physician(s)** and will be made only when it can be reasonably demonstrated that the **medically necessary** services and supplies can be provided in a more cost-effective manner to **us** and/or **you**. **We** will use best efforts to evaluate and recommend alternative treatment settings and/or procedures and/or supplies, which can reasonably be expected to result in the same or better care for **you**. **You**, in accepting the recommendations, agree to hold **us** harmless and **we** shall not be held liable or otherwise responsible for any treatment, service, supply, procedure or care provided to **you** except for the payment of benefits under this insurance. After **you** have been notified that the claim or diagnosis meets the Patient Advocacy program requirements, **we** reserve the rights to:

1. Make payment for treatments, services and/or supplies which are not covered under this insurance which would be beneficial to **you** and cost effective to **us**; and
2. Deny payment for expenses which would otherwise be covered under this insurance which are over the amount **we** would have paid had **you** followed the recommendations of the Patient Advocacy program.

## Article 10 – Appeals and Complaints

**We** are dedicated to providing **you** with a high quality service and want to ensure that this is maintained at all times. If **you** feel that **we** have not offered first-class service, please notify **us** and **we** will do **our** best to resolve the problem.

### Appealing a Claim

In the event **we** deny all or part of a claim under this insurance, **you** may file a written appeal with **us**. The written appeal must include sufficient information to identify the claim under appeal and must specify the reason(s) for the appeal with supporting documentation, if applicable.

Please provide your written appeal online or by postal mail at the following:

<http://service.hccmis.com/> or Tokio Marine HCC - MIS Group  
P.O. Box 2005  
Farmington Hills, MI 48333-2005  
USA

When **we** receive the appeal, **we** will review the claim and a written response will be sent to **you**. After **you** receive **our** response to the appeal, **you** may initiate a second appeal. With **our** receipt of the second appeal, medical and/or claims personnel who were not involved in the original claim determination or the initial appeal will review the claim. A final determination will be made and a letter will be sent to **you**.

**Please note that appealing a claim is not a requirement to following the complaints procedure detailed below.**

### Complaints Procedure

**We** are dedicated to providing a high-quality service and want to ensure that it is maintained at all times. If **you** feel that **we** or another party connected with this policy have not offered a first-class service please contact **us** and **we** will do our best to resolve the problem.

Please provide your written complaint online or by postal mail at the following:

<http://service.hccmis.com/> or Tokio Marine HCC - MIS Group  
P.O. Box 2005

Farmington Hills, MI 48333-2005  
USA

**You** will be contacted within 3 (three) business days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks **we** will tell **you** when **you** can expect an answer. If **you** have not been given an answer within 8 (eight) weeks **we** will tell **you** how **you** can take **your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **you** have to take action. Once **you** have received **your** final response from **us**, and if **you** are still not satisfied **you** can contact the Financial Ombudsman Service:

Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London, E14 9SR

Phone: +44 (0) 20 7964 0500

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Article 11 - Eligible Expenses

Subject to the limits set forth in the Schedule of Benefits and Limits, and subject to the conditions and restrictions contained in this provision, **we** will pay the following expenses incurred while this insurance is in effect.

### Medical & Repatriation Expenses

#### **Medical Expenses**

##### **YOU ARE COVERED:**

1. Charges made by a **hospital** for:
  - a. Daily room and board and nursing services not to exceed the average semi-private room rate; and
  - b. Daily room and board and nursing services in Intensive Care Unit; and
  - c. Use of operating, treatment or recovery room; and
  - d. Services and supplies which are routinely provided by the hospital to persons for use while inpatients; and
  - e. Prescription drugs administered while **inpatient** for treatment of a covered **injury** or **illness**; and
  - f. Emergency treatment of an **injury**, even if **hospital** confinement is not required; and
  - g. Emergency treatment of an **illness**; subject to emergency room co-pay as outlined in the Schedule of Benefits and Limits. ER co-payment is waived when **you** are directly admitted to the **hospital** as **inpatient** for further treatment of that **illness**.
2. **Surgery** at an **outpatient** surgical facility, including services and supplies.
3. Charges made by a **physician** for professional services, including **surgery**. Charges for an assistant surgeon are covered up to 20% of the **usual, reasonable and customary** charge of the primary surgeon, but standby availability will not be deemed to be a professional service and therefore is not covered hereunder.
4. Dressings, sutures, casts or other supplies which are **medically necessary** and administered by or under the supervision of a **physician**, but excluding nebulizers, oxygen tanks, diabetic supplies, other supplies for use or application at home, and all devices or supplies for repeat use at home, except **durable medical equipment**.
5. Diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, intelligence, behavioral and educational testing are not included).
6. Artificial limbs, eyes or larynx, breast prosthesis or basic functional artificial limbs, but not the replacement or repair thereof.
7. Reconstructive **surgery** when the **surgery** is directly related to **surgery** which is covered hereunder.
8. Hemodialysis and the charges by the **hospital** for processing and administration of blood or blood components but not the cost of the actual blood or blood components.
9. Oxygen and other gasses and their administration by or under the supervision of a **physician**.
10. Anesthetics and their administration by a **physician**.

11. Care in a licensed **extended care facility** upon direct transfer from an acute care **hospital**.
12. **Home nursing care** in bed by a qualified licensed professional, provided by a **home health care agency** upon direct transfer from an acute care **hospital** and only in lieu of **medically necessary inpatient** hospitalization.
13. Emergency local ambulance transport necessarily incurred in connection with **injury** or **illness** resulting in **inpatient** hospitalization.
14. Emergency dental treatment and dental **surgery** necessary to restore or replace sound natural teeth lost or damaged in an **accident** which was covered under this insurance.
15. **Medically necessary** rental of **durable medical equipment** (consisting of a standard basic hospital bed and or a standard basic wheelchair) up to the purchase prices.
16. Physical therapy while **inpatient** if prescribed by a **physician** who is not affiliated with the physical therapy practice, necessarily incurred to continue recovery from a covered **injury** or **illness**.
17. **Injury** or **illness** resulting from participation in sports or athletic activities not otherwise excluded under this insurance.

**YOU ARE NOT COVERED IF:**

1. Expenses arise directly or indirectly from anything in the General Exclusions.

**Emergency Medical Evacuation**

**YOU ARE COVERED:**

1. Emergency air transportation to a suitable airport nearest to the **hospital** where **you** will receive treatment; and
2. Emergency ground transportation necessarily preceding emergency air transportation; and from the destination airport to the **hospital** where **you** will receive treatment.
3. The cost of an economy one-way air and/or ground transportation ticket for **you** from the area where **you** were hospitalized following a covered Emergency Medical Evacuation to the area where **you** were initially evacuated from or to the terminal serving the area of **your** principal residence.

**YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

1. The evacuation is recommended by the attending **physician** who certifies that it is **medically necessary** and that transportation by any other method would result in the loss of **your** life or limb; and
2. The evacuation is agreed upon by **you** or **your relative**; or
3. Following a covered Emergency Medical Evacuation when the attending **physician** states that it is **medically necessary** for **you** to return to **your home country** or to the area from which **you** were initially evacuated for continued treatment, recuperation and recovery; and
4. Travel arrangements, excluding Emergency Local Ambulance, are approved in advance and coordinated by **us**.

**YOU ARE NOT COVERED IF:**

1. The **illness** or **injury** giving rise to the expense is not covered under this insurance; or
2. **Medically necessary** treatment, services and supplies can be provided locally; or
3. For emergency air or ground transportation, if transportation by any other method would not result in the loss of **your** life or limb; or
4. The condition giving rise to the Emergency Medical Evacuation did not occur spontaneously and without advance warning, either in the form of **physician** recommendation or symptoms which would have caused a prudent person to seek medical attention prior to the onset of the emergency; or
5. Expenses are directly or indirectly from anything in the General Exclusions.

**We** will provide Emergency Medical Evacuation only to the nearest **hospital** that is qualified to provide the **medically necessary** treatment, services and supplies to prevent **your** loss of life or limb.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

Notwithstanding the foregoing, and if **you** are visiting the U.S., **we** will pay for expenses to return **you** to **your home country** if the attending **physician** and **our** medical consultant agree that transfer to your **home country** is more appropriate than transfer to the nearest qualified **hospital**.

### **Repatriation of Remains**

#### **YOU ARE COVERED:**

1. Air or ground transportation of bodily remains or ashes to the airport or ground transportation terminal nearest **your** principal residence; and
2. Reasonable costs of preparation of the remains necessary for transportation.

**YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

1. The **illness** or **injury** giving rise to the expense are covered under this insurance; and
2. Travel arrangements are approved in advance and coordinated by **us**.

#### **YOU ARE NOT COVERED IF:**

1. Expenses arise directly or indirectly from anything in the General Exclusions.

**We** are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily remains incurred during the repatriation process or otherwise.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

### **Local Burial or Cremation**

#### **YOU ARE COVERED:**

1. For **you** to be buried or cremated in the country of death in lieu of Repatriation of Remains up to the specified benefit maximum.

**YOU ARE NOT COVERED** unless **you** fulfill the following conditions:

1. The **illness** or **injury** giving rise to the expense is covered under this insurance; and
2. Travel arrangements are approved in advance and coordinated by **us**.

#### **YOU ARE NOT COVERED IF:**

1. The death occurs in **your home country**; or
2. The Emergency Medical Evacuation or Repatriation of Remains benefit is used; or
3. Expenses arise directly or indirectly from anything in the General Exclusions.

The timeliness of arrangements can be affected by circumstances which are not within **our** control such as: availability of transportation equipment and staff, delays or restrictions on flights caused by mechanical problems, government officials, telecommunications problems, weather and other acts of God. **We** shall not be held liable for any delays that are not within **our** direct and immediate control.

## Leisure, Recreational, Entertainment, or Fitness Sports & Activities

### YOU ARE COVERED:

1. **You** are covered for taking part in amateur/non-professional sports and activities, unless it is excluded below. Coverage is for recreational purposes incidental to a trip.

### YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. **You** must ensure the activity is adequately supervised and that appropriate safety equipment (such as protective headwear, life jackets etc.) are worn at all times.

### YOU ARE NOT COVERED IF:

1. The activity is organized athletics involving regular or scheduled practice and/or games; or
2. The activity is performed in a professional capacity or for any wage, reward, or profit; or
3. Expenses arise directly or indirectly from anything in the General Exclusions; or
4. Any of the excluded items listed below:
  - All-Terrain Vehicles
  - American Football
  - Aussie Rules Football
  - Aviation (except when traveling solely as a passenger in a commercial aircraft)
  - Base Jumping
  - Big Game Hunting
  - Bobsleigh
  - Boxing
  - Cave Diving
  - Hang-Gliding
  - Heli-Skiing
  - Hot Air Ballooning as a Pilot
  - Ice Hockey
  - Jousting
  - Kite-Surfing
  - Luge
  - Martial Arts
  - Modern Pentathlon
  - Motorized Dirt Bikes
  - Mountaineering at elevations of 4,500 meters or higher
  - Outdoor Endurance Events
  - Parachuting
  - Paragliding
  - Parasailing
  - Powerlifting
  - Quad Biking
  - Racing by any Animal, Motorized Vehicle, or BMX, and Speed Trials and Speedway
  - Rugby
  - Running with the Bulls
  - Skeleton
  - Sky Surfing
  - Snow Skiing and Snowboarding, except recreational downhill and/or cross-country snow skiing or snowboarding (no cover provided while skiing away from prepared and marked in-bound territories and/or against the advice of the local ski school or local authoritative body)
  - Snow Mobiles
  - Spelunking
  - Sub Aqua Pursuits involving underwater breathing apparatus unless accompanied by a certified instructor at depths less than 10 meters, or PADI/NAUI certified
  - Tractors
  - Whitewater Rafting
  - Wrestling

## Article 12 - Terrorism

### YOU ARE COVERED:

1. Eligible Medical Expenses for treatment of **injuries** and **illnesses** resulting from an Act of Terrorism, up to the limit set forth in the Schedule of Benefits and Limits, provided all of the following conditions are met.

### YOU ARE NOT COVERED unless **you** fulfill the following conditions:

1. The **injury** or **illness** does not result from the use of any biological, chemical, **cyber**, radioactive or nuclear agent, material, device or weapon;
2. **You** have no direct or indirect involvement in the Act of Terrorism;
3. The Act of Terrorism is not in a country or location where the U.S. Department of State has issued a level 3 or level 4 travel advisory that has been in effect within the 6 months immediately prior to **your** date of arrival; and
4. **You** have not failed to depart a country or location within 10 days following the date a level 3 or level 4 travel advisory for that country or location is issued by the United States government.

### YOU ARE NOT COVERED IF:

1. Loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense:
  - a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - b. The use of any biological, chemical, **cyber**, radioactive or nuclear agent, material, device or weapon; however, this exclusion shall not apply where **you** are exposed to nuclear radioactive and/or radioactive material for the purpose of medical treatment;
  - c. Any Act of Terrorism, not specifically covered above;
  - d. Coverage for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) or (c) above;
  - e. Expenses arise directly or indirectly from anything in the General Exclusions.

For the purpose of this insurance, an "Act of Terrorism" means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **you**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**Cyber** means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system.

## Article 13 - Pre-Existing Medical Conditions

This policy does not cover **pre-existing conditions**.

**Pre-existing Condition** means any

1. Condition for which medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) was recommended or received during the 2 years immediately preceding the certificate effective date; or
2. Condition that had manifested itself in such a manner that would have caused a reasonably prudent person to seek medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) within the 2 years immediately preceding the certificate effective date; or
3. **Injury, illness**, sickness, disease, or other physical, medical, mental, or nervous conditions, disorder or ailment (whether known or unknown) that, with reasonable medical certainty, existed at the time of application or within the 2 years immediately preceding the certificate effective date. For the purposes of the Complications of Pregnancy coverage offered hereunder, pregnancy will not be included within the definition of a **pre-existing condition**.

## Article 14 - General Exclusions

**Excluded Conditions, Treatments (includes Diagnoses, Tests, and Examinations), Services, Supplies, Acts, Omissions, and/or Events:**

1. **Pre-existing Conditions**.
2. **Outpatient** physical therapy.
3. **Outpatient** prescription drugs.
4. Birth defects and congenital illnesses. Birth defects are deemed to include hereditary conditions.
5. **Mental health disorders**.
6. Pregnancy, complications of pregnancy, termination of pregnancy, routine prenatal care, child birth, postnatal care, and charges incurred by a child under the age of 14 days.
7. Impotency or sexual dysfunction.
8. All **sexually transmitted diseases** and conditions.
9. HIV, AIDS, or ARC, and all diseases caused by and/or related to HIV.
10. All forms of cancer / neoplasm.
11. **Substance abuse** or addiction or conditions that may be attributed to **substance abuse** or addictions and direct consequences thereof.
12. Acne, moles, skin tags, diseases of sebaceous glands, seborrhea, sebaceous cyst, hypertrophic and atrophic conditions of skin, nevus.
13. Sleep apnea or other sleep disorders.
14. Obesity or weight modification, including but not limited to wiring of the teeth and all forms of intestinal bypass **surgery**.
15. Self-inflicted **injury** or **illness** and/or suicide or attempted suicide whether sane or insane.
16. **Injury** sustained that is due wholly or partially to the effects of intoxication or drugs other than drugs taken in accordance with treatment prescribed by a **physician** and except drugs prescribed for the treatment of substance abuse.
17. **Injury** sustained while operating any motorized vehicle, aircraft or watercraft whether registered or not while under the influence of alcohol as defined under the law of the jurisdiction where the **injury** occurs or with a .08 Blood Alcohol Content (BAC), whichever is lower.



18. Routine medical examinations, including but not limited to vaccinations, immunizations, annual check-ups, the issue of medical certificates and attestations, and examinations as to the suitability of employment or travel.
19. Dental treatment and treatment of the temporomandibular joint, except for emergency dental treatment necessary to replace sound natural teeth lost or damaged in an **accident** covered hereunder.
20. Promotion or prevention of conception including but not limited to: artificial insemination, treatment for infertility, sterilization or reversal of sterilization.
21. Organ or tissue transplants or related services.
22. Eye **surgery**, such as corrective refractory **surgery**, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.
23. Corrective devices and medical appliances, including eyeglasses, contact lenses, hearing aids, hearing implants, eye refraction, visual therapy, and any examination or fitting related to these devices, dentures or dental appliances, and all vision and hearing tests and examinations.
24. Orthoptics and visual eye training.
25. Orthopedic shoes, orthopedic prescription devices to be attached to or placed in shoes, treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions, and treatment of corns, calluses or toenails.
26. Hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed.
27. Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy, holistic care of any nature, massage and kinesiotherapy.
28. Psychometric, intelligence, competency, behavioral and educational testing.
29. Cosmetic or aesthetic reasons, except for reconstructive **surgery** when such **surgery** is directly related to and follows a **surgery** which was covered hereunder.
30. Modifications of the physical body intended to improve the psychological, mental or emotional well-being, including but not limited to sex-change **surgery**.
31. Exercise programs, whether or not prescribed or recommended by a **physician**.
32. Incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
33. Cryo preservation and implantation or re-implantation of living cells.
34. Genetic or predictive testing.
35. **Investigational, experimental or for research** purposes.
36. While confined primarily to receive **custodial care, educational or rehabilitative care**, or any medical treatment in any establishment for the care of the aged, except rehabilitative care received upon direct transfer from an acute care **hospital**.
37. Not **medically necessary**.
38. Not administered by or under the supervision of a **physician**, and products that can be purchased without a doctor's prescription.
39. Provided by a **relative**, family member or any person who ordinarily resides with **you**.
40. Provided by a chiropractor.
41. Provided at no cost to **you**.
42. Telephone consultations or failure to keep a scheduled appointment.
43. Payable under any government system, including the Australian Medicare system.
44. Charges exceeding usual, reasonable and customary.
45. Charges resulting from or occurring during the commission of a violation of law, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
46. Charges resulting from a disease outbreak in a country or location for which the U.S. Centers for Disease Control and Prevention (CDC) has issued a Level 3 Travel Warning if a) the warning has been in effect within the 6 months immediately prior to **your** date of arrival, or b) within 10 days following the date the warning is issued **you** have failed to depart the country or location.
47. War, military action or while on duty as a member of a police or military force unit.

48. Travel or accommodations, except as provided for in the Local Ambulance, Emergency Medical Evacuation, and Repatriation of Remains sections of this insurance.
49. Incurred outside **your certificate period**.
50. Submitted to **us** for payment more than 60 days after the last day of the **certificate period**.
51. When departure from the **home country** is to obtain treatment in the destination country/countries.
52. Complications or consequences of a treatment or condition not covered hereunder.
53. Not included as Eligible Expenses as described herein.

## Article 15 - General Definitions

**Accident** means a sudden, unintentional and unexpected occurrence caused by external, visible means and resulting in physical **injury to you**. The cause or one of the causes of such **accident** is external to **your** own body and occurs beyond **your** control.

**Assured** means the The Atlas/International Citizen Group Insurance Trust, Hamilton, Bermuda.

**Certificate** means the document issued to **you** that provides evidence of benefits payable under the Master Policy and that will confirm the plan type, period of cover, **home country**, certificate number, special terms and/or conditions, **deductible**, chosen benefit list, and geographical area of cover.

**Certificate Period** means the period of time beginning on the date and time of the **certificate effective date** and ending on the date and time of the **certificate termination date**. The maximum certificate period is 364 days.

**Coinsurance** means **your** payment of eligible expenses at the percentage specified in the Schedule of Benefits and Limits.

**Custodial Care** means that type of care or service, wherever furnished and by whatever name called, that is designed primarily to assist **you** in performing the activities of daily living. Custodial care also includes non-acute care for the comatose, semi-comatose, paralyzed or mentally incompetent patients.

**Cyber** means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system.

**Deductible** means the dollar amount of eligible expenses, specified in the Schedule of Benefits and Limits that **you** must pay per **certificate period** before eligible expenses are paid.

**Durable Medical Equipment** means a standard basic hospital bed and/or a standard basic wheelchair.

**Educational or Rehabilitative Care** means care for restoration (by education or training) of one's ability to function in a normal or near normal manner following an **illness** or **injury**. This type of care includes, but is not limited to, vocational or occupational therapy and speech therapy.

**Emergency** means a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing **your** life or limb in danger if medical attention is not provided within 24 hours.

**Extended Care Facility** means an institution, or a distinct part of an institution, which is licensed as a **hospital, extended care facility** or rehabilitation facility by the state in which it operates; and is regularly engaged in providing 24-hour skilled nursing care under the regular supervision of a **physician** and the direct supervision of a registered nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed by a **physician**; and provides each patient with active treatment of an **illness** or **injury**. **Extended care facility** does not include a facility primarily for rest, the aged, **substance abuse** treatment, **custodial care**, nursing care or for care of **mental health disorders** or the mentally incompetent.

**Home Country** means the country where **you** principally reside and receive regular mail. U.S. Citizens are not eligible for coverage within the U.S., except as provided under home country coverage, regardless of the location of **your** principal residence.

**Home Health Care Agency** means a public or private agency or one of its subdivisions, which operates pursuant to law and is regularly engaged in providing home nursing care under the supervision of a

registered nurse, and maintains a daily record on each patient, and provides each patient with a planned program of observation and treatment by a **physician**.

**Home Nursing Care** means services provided by a **home health care** agency and supervised by a registered nurse, which are directed toward the personal care of a patient, provided always that such care is provided in lieu of **medically necessary inpatient** care in a **hospital**.

**Hospital** means an institution which operates as a **hospital** pursuant to law, and is licensed by the state or country in which it operates; and operates primarily for the reception, care and treatment of sick or injured persons as **inpatients**; and provides 24-hour nursing service by registered nurses on duty or call; and has a staff of one or more **physicians** available at all times; and provides organized facilities and equipment for diagnosis and treatment of acute medical conditions on its premises; and is not primarily a rehabilitation facility, long-term care facility, **extended care facility**, nursing, rest, **custodial care** or convalescent home, a place for the aged, drug addicts, alcoholics or runaways; or similar establishment.

**Illness** means a sickness, disorder, **illness**, pathology, abnormality, ailment, disease or any other medical, physical or health condition. For purposes of this insurance, **illness** includes Complications of Pregnancy during the first 26 weeks of pregnancy. **Illness** does not include learning disabilities, attitudinal disorders or disciplinary problems.

**Injury** means an unexpected and unforeseen harm to the body caused by an accident that requires medical treatment.

**Inpatient** means a patient who occupies a hospital bed for more than 24 hours for medical treatment and whose admission was recommended by a **physician**, or a patient held for observation in a hospital for at least 12 hours.

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

**Investigational, Experimental or for Research Purposes** means procedures, services or supplies that are by nature or composition, or are used or applied, in a way which deviates from generally accepted standards of current medical practice.

**Medically Necessary** means a service or supply which is necessary and appropriate for the diagnosis or treatment of an **illness** or **injury** based on generally accepted current medical practice as determined by **us**. A service or supply will not be considered **medically necessary** if is provided only as a convenience to **you** or the provider, and/or is not appropriate for **your** diagnosis or symptoms, and/or exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment of an **illness** or **injury**.

**Member** means an individual who is covered under this insurance.

**Mental Health Disorder** means a mental or emotional disease or disorder which generally denotes a disease of the brain with predominant behavioral symptoms; or a disease of the mind or personality, evidenced by abnormal behavior; or a disorder of conduct evidenced by socially deviant behavior. Mental health disorders include: psychosis, depression, schizophrenia, bipolar affective disorder, and those psychiatric illnesses listed in the current edition of the diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association.

**Outpatient** means a **member** who receives **medically necessary** treatment by a **physician** for **injury** or **illness** that does not require overnight stay in a **hospital**.

**Physician** means a Doctor of Medicine (MD), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatry (DPM), Doctor of Osteopathy (DO), a licensed Physical Therapist or Physiotherapist, and a Doctor of Psychiatry (Psy.D) and a Doctor of Psychology (Ph.D.). Physician also includes a Certified Nurse Practitioner (CNP), Certified Registered Nurse Anesthetist (CRNA), Nurse Midwife or a Physician Assistant (PA) under the direction of a medical doctor. A physician must be currently licensed by the jurisdiction in which the services are provided, and the services must be within the scope of that license and covered under this Master Policy.

**Relative** means biological or step parent; biological or step child; current spouse; biological or stepsiblings; or parent, children, or sibling in law.

**Routine Physical Exam** means an examination of the physical body by a **physician** for preventative or informative purposes only, and not for the diagnosis or treatment of any condition.

**Sexually Transmitted Diseases** means diseases including but not limited to syphilis, gonorrhea, chlamydiosis, trichomoniasis, genital herpes, and Human Papillomavirus (HPV).

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

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

**Urgent Care Center** means a U.S. medical facility separate from a **hospital** emergency department where ambulatory patients can be treated on a walk-in basis without an appointment and receive immediate, non-routine urgent care for an **injury** or **illness** presented on an episodic basis.

**Usual, Reasonable and Customary** means the lesser of the following:

1. One and a half times (150%) of the charges payable under the United States Medicare program, for claims incurred outside the PPO network within the U.S., or
2. Most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are reasonable. What is defined as **usual, reasonable and customary** charges will be determined by **us**. In determining whether a charge is **usual, reasonable and customary**, **we** may consider one or more of the following factors: the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services; the severity or nature of the **illness** or **injury** being treated; the amount charged for the same or comparable services, medicines or supplies in the locality; the amount charged for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; such other factors **we**, in the reasonable exercise of discretion, determine are appropriate.

**You/Your** means each insured person named in the **certificate**.

**We/Us/Our** means Tokio Marine HCC - Medical Insurance Services Group.