

# Group International Inbound Travel Insurance Certificate

**Master Policyholder:** Convex Travel Trust

**Named Insured:** Glendale Community College District  
**Certificate Number:** AHR000029-0825

**Certificate Effective Date:** 08/01/2025

**This Certificate is a summary of the terms of Master Policy No. AHR10003690M-0825 issued to the Master Policyholder. For a complete copy of the Master Policy, please contact Your insurance producer.**

**The Company agrees to insure Covered Persons of the Named Insured against loss covered by this Certificate, subject to its provisions, limitations and exclusions. The persons eligible to be Covered Persons are all persons described in the Eligibility section of the Overview of Coverage.**

**This Certificate is issued in consideration of the payment of the required premium when due.**

**This Certificate begins on the Effective Date shown in the Overview of Coverage and continues in effect until the Certificate Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Certificate. If this Certificate is terminated, insurance ends on the date to which premiums have been paid.**

**This Certificate is governed by the laws of the state of California.**

**This Certificate is excess of all other valid and collectible insurance or indemnity for the following benefit: Medical Expense Benefit. The Certificate is primary for all benefits.**

## **IMPORTANT NOTICE**

**THIS IS LIMITED BENEFIT SHORT DURATION COVERAGE.  
READ IT CAREFULLY.  
THE CERTIFICATE IS NOT RENEWABLE.**

**Important Notice to Covered Persons regarding the Patient Protection and Affordable Care Act:**

This insurance is not subject to, and does not provide certain of the insurance benefits required by the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and the Company does not intend to provide, minimum essential coverage under ACA. This is a limited benefit short duration coverage. In no event will benefits be provided in excess of those specified in this Certificate. The Covered Person should consult their attorney or tax professional to determine if ACA's requirements are applicable to them.

**THIS CERTIFICATE IS ISSUED ON A NON-ADMITTED OR SURPLUS LINE BASIS. THIS MEANS THAT THE TERMS AND CONDITIONS MAY NOT COMPLY WITH STATE INSURANCE LAWS OR REGULATIONS GOVERNING LICENSED AND ADMITTED COMPANIES, AND THAT THE INABILITY OF CONVEX INSURANCE UK LIMITED TO PAY CLAIMS IS NOT COVERED BY THE INSURANCE GUARANTY FUNDS OF THE DISTRICT OF COLUMBIA OR ANY OTHER JURISDICTIONS IN THE UNITED STATES OF AMERICA.**

**10 DAY RIGHT TO EXAMINE THIS CERTIFICATE**

Within 10 days after the Covered Person received the Certificate, or notice electronically that the Certificate is available, it may be returned in person or by regular mail to the Company, its agency office, or the agent who sold it to the Covered Person for any reason. The Company will return the premium to the payee. Then the Covered Person will be in the same position as if the Certificate had never been issued.

## Overview of Coverage:

### 1. Eligibility:

The Named Insured must be a valid and active member of the Master Policyholder as required by its governing documents.

The Classes eligible for coverage available under this Certificate are shown below. All benefits and limits are stated per Individual Insured or Eligible Dependent (Covered Person). The Company maintains its right to investigate eligibility or student status and attendance records to verify that the eligibility requirements have been met. If the Company discovers that the eligibility requirements have not been met, its only obligation is to refund premium.

Persons for whom coverage is prohibited under applicable law will not be considered eligible under this plan. Enrollment cannot exceed 364 days.

- a. Class 1 An international student, scholar, visiting faculty or other person with a current passport: or non-immigrant visa, temporarily located outside his or her Home Country as a non-resident alien and;
- Is engaged in educational activities of the Policyholder and;
  - Has not obtained permanent residency status in the United States and;
  - Is not a U.S. citizen.

- b. Class 2 Individuals, temporarily located outside his or her Home Country as a non-resident alien, engaged in Optional Practical Training (OPT) or Compulsory Practical Training (CPT) if:
- The OPT/CPT training follows a course of study of the Policyholder; and
  - Is no longer than 12 months in duration; and
  - The individual maintains their non-immigrant visa status; and
  - Is not a U.S. citizen.

- c. Class 3 Individuals, temporarily located outside his or her Home Country as a non-resident alien, engaged in a sponsored English Language Program or similar program of the Policyholder and:
- Maintains a valid a valid non-immigrant visa status; and
  - Has not obtained permanent residency status in the United States; and
  - Is not a U.S. Citizen.

- d. Class 4 Eligible Spouse/Domestic Partner of any of the above classes.

- e. Class 5 Eligible Dependent Child(ren) of any of the above classes.

### 2. Benefit Details:

#### INDIVIDUAL INSURED, SPOUSE, AND DEPENDENT CHILD(REN)

##### Accidental Death & Dismemberment

- |              |                              |
|--------------|------------------------------|
| • Individual | Principal Sum up to \$10,000 |
| • Spouse     | Principal Sum up to \$5,000  |
| • Child      | Principal Sum up to \$1,000  |

**Medical Expenses**

- Coverage Year Limit \$250,000
- Coverage Deductible Zero / \$100
- Coverage Year Out-of-Pocket Limit  
 Out-of-Pocket Limit means the amount of Reasonable Expenses for which the Covered Person is responsible after which the Insurer pays 100% of the Reasonable Expenses, subject to the limits and provisions of this Certificate  
 After the Covered Person reaches a \$9,100 Out-of-pocket Limit per Coverage Year, the Insurer pays the Reasonable Expenses at 100% and up to the applicable maximums in Benefit Details. Deductibles, Copayments, and amounts above the maximums do not apply toward the Out-of-pocket Limit.
- In-Network / Out-of-Network 100% /50%
- Lifetime Maximum \$500,000

<b>MEDICAL EXPENSES</b>	
<b>Provider Network</b>	<b>United Healthcare</b>
<b>In-Network</b>	<b>Out-of-Network</b>
<b>Physician Office Visits</b>	
100% of the Negotiated Rate	50% of the Allowed Amount after the \$100 Deductible has been met.
<b>Treatment at an Urgent Care Facility</b>	
100% of the Negotiated Rate after a \$25 Copayment per visit.	50% of the Allowed Amount after the \$100 Deductible has been met.
<b>Hospital and Physician Outpatient Services</b>	
100% of the Negotiated Rate after a \$100 Copayment per visit.	50% of the Allowed Amount after the \$100 Deductible has been met.
<b>Inpatient Hospital Services</b>	
100% of the Negotiated Rate after a \$150 Copayment per visit.	50% of the Allowed Amount after the \$100 Deductible has been met.
<b>Emergency Room/Hospital Services</b>	
100% of the Negotiated Rate after a \$250 Copayment per visit. If admitted to Hospital, then 100% of Copayment Waived.	50% of the Allowed Amount after the \$100 Deductible has been met.
<b>Home Country Expense</b>	
100% of the Negotiated Rate up to \$1,000	50% of the Allowed Amount up to \$1,000 Reasonable expenses
<b>COVERED ILLNESS OR SICKNESS</b>	
<b>Maternity Care for a Covered Pregnancy</b>	
Reasonable Expenses	Reasonable Expenses
<b>Complications of Pregnancy</b>	
Reasonable Expenses	Reasonable Expenses

<b>Inpatient Treatment of mental and nervous disorders including substance abuse</b>	
Reasonable Expenses up to \$10,000 Maximum per Coverage Year for a maximum period of 30 days per Coverage Year	Reasonable Expenses up to \$10,000 Maximum per Coverage Year for a maximum period of 30 days per Coverage Year
<b>Outpatient Treatment of mental and nervous disorders including substance abuse</b>	
Reasonable Expenses up to \$1,000 Maximum per Coverage Year for a maximum period of 30 days per Coverage Year	Reasonable Expenses up to \$1,000 Maximum per Coverage Year for a maximum period of 30 days per Coverage Year
<b>Outpatient back and spine treatment (including modalities)</b>	
Reasonable Expenses up to 20 visits per Coverage Year on an Outpatient basis	Reasonable Expenses up to 20 visits per Coverage Year on an Outpatient basis
<b>Treatment of specified therapies, including acupuncture and Physiotherapy</b>	
Reasonable Expenses up to 20 visits per Coverage Year on an Outpatient basis	Reasonable Expenses up to 20 visits per Coverage Year on an Outpatient basis
<b>Annual cervical cytology screening for women 18 and older</b>	
Reasonable Expenses	Reasonable Expenses
<b>Low dose mammography screening, one baseline mammogram and one mammogram per year</b>	
Reasonable Expenses	Reasonable Expenses
<b>Colorectal cancer screening</b>	
Reasonable Expenses	Reasonable Expenses
<b>Diabetic Supplies/Education</b>	
Reasonable Expenses	Reasonable Expenses
<b>Prostate screening tests</b>	
Reasonable Expenses	Reasonable Expenses
<b>Child Preventive and Primary Care Services</b>	
Reasonable Expenses	Reasonable Expenses
<b>Routine Preventative Care</b>	
Reasonable expenses up to one annual physical exam Coverage Year Maximum	Reasonable expenses up to one annual physical exam Coverage Year Maximum
<b>Breast Reconstruction due to Mastectomy</b>	
Reasonable Expenses	Reasonable Expenses
<b>Vaccinations and Immunizations as required by the Member</b>	
	Reasonable Expenses
<b>Medical treatment arising from participation in intercollegiate, interscholastic, or club sports</b>	
	No Coverage
<b>Repairs to sound, natural teeth required due to an Injury</b>	
Reasonable Expenses up to \$500 per Coverage Year maximum	Reasonable Expenses up to \$500 per Coverage Year maximum
<b>Outpatient prescription drugs including oral contraceptives and devices</b>	

<ul style="list-style-type: none"> <li>• \$10 generic copay</li> <li>• \$30 preferred brand copay</li> <li>• \$60 non-preferred brand copay</li> </ul>	<ul style="list-style-type: none"> <li>• \$10 generic copay</li> <li>• \$30 preferred brand copay</li> <li>• \$60 non-preferred brand copay</li> </ul>
30% co-insurance for specialty drugs up to a \$250 maximum out of pocket	30% co-insurance for specialty drugs up to a \$250 maximum out of pocket

+Payment of Covered Medical Expenses for Preferred Providers is based on the Company's Negotiated Rate. Preferred Providers have agreed to accept the Negotiated Rate as payment in full.

\*All Physician Visit Copayments for an Injury or Sickness are waived if treatment is received at Recognized Student Health Center or if the initial treatment for an Injury or Sickness is received at the Recognized Student Health Center.

If a Covered Person requires emergency treatment of an Injury or Sickness and incurs covered expenses at a non-Preferred Provider, Covered Medical Expenses for the Emergency Medical Care rendered during the course of the emergency will be treated as if they had been incurred at a Preferred Provider.

If a Covered Person incurs Covered Medical Expenses for services or supplies that are not of the type provided by any Preferred Provider, these Covered Medical Expenses will be treated as if they had been incurred at a Preferred Provider.

The benefits listed below are subject to coverage maximums, Deductible, Coinsurance, and Copayments listed in Benefit Details. above.

<b>Certificate Term:</b>	From: August 1, 2025	To: July 31, 2026 At 12:01 A.M. (Standard Time) at the Named Insured's mailing address.
<b>Limit of Liability:</b>	\$500,000 per year maximum	
<b>Insurance Company:</b>	Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF, UK	

**Premium:**

<b>Current Premium Due:</b>	\$0	
<b>Premium Frequency:</b>	November 3, 2025 April 1, 2026	Periodic – Premium due on dates shown. Based on agreed rate per person per month multiply by number of insured months. No minimum and deposit premium.
<b>Certificate Administration Fee:</b>	\$500	

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<b>Total Due at Inception:</b>	<b>\$500</b>	<b>Amount excludes all surplus lines taxes, surplus lines fees, surcharges, and assessments</b>
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## CERTIFICATE EFFECTIVE AND TERMINATION DATES

**Effective Date.** This Certificate begins on the Certificate Effective Date shown in the Overview of Coverage at 12:01 AM Standard Time at the address of the Certificate holder where this Certificate is delivered.

**Termination Date.** The Company may terminate this Certificate at any time by written notice delivered or mailed to the Certificate holder stating when, not less than 31 days thereafter, such termination will be effective. The Certificate holder may terminate the Certificate at any time by written notice delivered or mailed to the Company. The Certificate will terminate on the later of: (1) the date of receipt by the Company; or (2) the date specified in the notice. This Certificate may also, at any time, be terminated by mutual written consent of the Company and the Certificate holder. This Certificate terminates automatically on the earlier of: (1) the Certificate Termination Date shown in the Overview of Coverage; or (2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Certificate holder's address on the date of termination.

Termination of the Certificate will not affect a claim for loss which occurs while the Certificate is in force. Any excess premium will be refunded on a pro rata basis and any earned premium not paid will be refunded on a pro rata basis.

## PREMIUM

**Premiums.** Premiums are payable to the Company at the rates and in the manner described in the Premium section of the Overview of Coverage. The Company may change the required premiums due on any premium due date by giving the Certificate holder at

least 31 days advance written notice. The Company may also change the required premiums at any time when any change in coverage affecting premiums is made in this Certificate. Any such change in this Certificate will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Certificate holder.

**Grace Period.** A grace period of 31 days is granted for each premium due after each premium due date. Coverage will stay in force during this period unless notice has been sent, in accordance with the Certificate Termination provision, of the intent to terminate coverage under this Certificate. Coverage will end if the premium is not paid by the end of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating this Certificate, the Company does so in accordance with the Noncompliance with Certificate Requirements provision of the General Provisions section. In such case, the Certificate holder will be liable to the Company for any unpaid premiums for the time this Certificate is in force, plus all costs and expenses (including, but not limited to, reasonable attorney fees, collection fees and court costs) incurred by the Company in the collection of all overdue amounts.

No grace period will be provided if the Company receives notice to terminate this Certificate prior to a premium due date.

**Changes in Premium Rate.** The Company may change the premium rates from time to time with at least 31 days advanced written or authorized electronic notice. Notice will be sent to the Named Insured's most recent address in Our records.

No change in rates will be made until 12 months after the Certificate Effective Date. However, the Company reserves the right to change rates at any time if any of the following events occur:

1. A change in the terms of the Certificate.
2. A subsidiary, division, affiliated organization or eligible class is added or deleted from the Certificate.
3. A change in the factors bearing on the risk assumed.
4. A misrepresentation in the information relied on in establishing the rate for the Certificate.
5. A change in the experience rating.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

**Reinstatement.** The Certificate may be reinstated within 31 days of lapse if it is lapsed for nonpayment of premium, if the Certificate holder submits a written request to the Company, the Company accepts the request and the Certificate holder makes payment of all overdue premiums.

## ELIGIBILITY REQUIREMENTS AND PERIOD OF COVERAGE

**Participant:** Participant means any person who satisfies the definition of a Participant and the requirement of an applicable class as shown in the Overview of Coverage. He/she must not be insured under the Certificate as a dependent. When both spouses are Participants under the Certificate, only one spouse shall be considered to have any Dependents.

**Enrollment for Coverage:** A Participant and their Dependents will be eligible for coverage under the Certificate subject to the particular types and amounts of insurance as specified in his/her enrollment form. If Dependent coverage is elected by a Participant, a Participant may also enroll his/her Dependents for coverage on the later of:

1. The effective date of his/her insurance; or
2. Within 31 days from the date of the Dependent's birth or on which the Dependent arrives in the Country of Assignment.

**When a Participant's Coverage Starts:** Coverage for a Participant that will be covered by the Certificate starts at 12:01 AM on the latest of the following:

1. The Coverage Start Date shown on the insurance identification card;
2. The date the requirements in the Overview of Coverage are met; or
3. The date the premium and completed enrollment form, if any, are received by the Company or its authorized administrator.

Thereafter, the insurance is effective 24 hours a day, worldwide. In no event, however, will insurance start prior to the date the premium is received by the Company.

Both 1 and 2 above are subject to the benefit periods, Deductibles, and Coinsurance as defined in the respective policies.

**When a Participant's Coverage Ends:** Coverage for a Participant will automatically terminate on the earliest of the following dates:

1. The date the Certificate terminates;
2. The date on which the Participant ceases to meet eligibility requirements;
3. The end of the term of coverage specified in the Participant's enrollment form;
4. The date the Participant permanently leaves the Country of Assignment for his/her Home Country;
5. The date of the Participant's written request for cancellation of coverage (the request must be in writing);
6. The premium due date for which the required premium has not been paid, subject to the Grace Period provision; or
7. The end of any Period of Coverage.
8. The date on which the Dependent ceases to meet the eligibility requirements.

Coverage will end at 11:59 PM. on the last date of insurance. A Dependent's coverage will end without prejudice to any claim.

**When a Dependent's Coverage Starts:** A Dependent may only be added or dropped from coverage in the case of a qualifying event defined as marriage, death, loss of coverage, divorce, entry into or departure from the Country of Assignment. A Dependent's coverage starts at 12:01 AM on the latest of the following:

1. The effective date of the Participant's insurance;
2. The effective date shown on the insurance identification card;
3. The date the completed enrollment form and premium are received by the Company.

Thereafter, the insurance is effective 24 hours a day, worldwide. In no event, however, will insurance start prior to the date on the enrollment form, if any, when premium is received by the Company or one of its authorized agents.

**When a Dependent's Coverage Ends.** A Dependent's coverage automatically ends on the earliest of the following dates:

1. The date the Certificate terminates;
2. The date the Participant is no longer covered under the Certificate;
3. The date of which the Participant ceases to meet eligibility requirements;
4. The end of the term of coverage shown on the enrollment form, if any;
5. 11:59 PM. on the date he or she permanently departs the Country of Assignment for his or her Home Country;
6. The date the Participant requests cancellation of coverage (the request must be in writing);
7. The premium due date for which the required premium has not been paid, or
8. The date on which the Dependent ceases to meet the eligibility requirements.

Coverage will end at 11:59 PM on the last date of insurance. A Dependent's coverage will end without prejudice to any claim.

**Renewing Coverage:** Coverage under this Certificate is not automatically renewable. Participants may re-apply for coverage as

long as they meet the current eligibility requirements, re-apply for coverage, and payment of the applicable premium to the Company by the Participant is received. There is a 31 day grace period in which to pay the premium due. Renewals may be subject to a minimum premium payment.

## COVERAGE OF NEWBORN INFANTS AND ADOPTED CHILDREN

**Coverage of Newborn Infants:** A newborn child of the Participant will automatically be a Covered Person for 31 days from the moment of his/her birth if the birth occurs while the Certificate is in force, and subject to the particular coverages and amounts of insurance as specified for Dependents in the Overview of Coverage.

**Coverage of Adopted Children:** An adopted child of the Participant is covered on the same basis as described above for a newborn. Coverage starts on the date of placement for adoption, provided the Participant's coverage is then in force. Coverage terminates if the placement is disrupted and the child is removed from placement.

Newborn children are covered for the Medically Necessary treatment of medically diagnosed congenital defects, birth abnormalities and premature birth.

**Expenses for routine nursery care** means the charges of a Hospital and attending Physician for the care of a healthy newborn infant while Confined. Care includes treatment of standard neo-natal jaundice.

In order to continue the coverage of a newborn child beyond the 31<sup>st</sup> day following his/her date of birth or of an adopted child beyond the 31<sup>st</sup> day following his/her placement:

1. Written notice of the birth or of placement of the child must be provided to the Company or to the authorized administrator within 31 days from the date of birth or placement; and
2. The required payment of the appropriate premium, if any, must be received by the Company.

If 1. and 2. above are not satisfied, coverage of a newborn child or of the adopted child will terminate 31 days from the date of birth or placement.

## DEFINITIONS

Unless specifically defined elsewhere, wherever used in the Certificate, the following terms have the meanings given below, whether capitalized or in bold font or not:

**Accident (Accidental)** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Covered Person is insured under the Certificate.

**Age** means the Covered Person's attained age.

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

**Ambulatory Surgical Facility** means an establishment which may or may not be part of a Hospital and which meets the following requirements:

1. Is in compliance with the licensing or other legal requirements in the jurisdiction where it is located;
2. Is primarily engaged in performing surgery on its premises;
3. Has a licensed medical staff, including Physicians and registered nurses;
4. Has permanent operating room(s), recovery room(s) and equipment for Emergency Medical Care; and
5. Has an agreement with a Hospital for immediate acceptance of patients who require Hospital care following treatment in the Ambulatory Surgical Facility.

**Behavioral Health Treatment** means professional services and treatment programs, including applied behavior analysis and evidence-based behavior intervention programs, that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism, and that meet all of the following criteria:

1. The treatment is prescribed by a Physician.
2. The treatment is provided under a treatment plan prescribed by a qualified autism service provider and is administered by one of the following: (i) A qualified autism service provider; (ii) A qualified autism service professional supervised and employed by the qualified service provider; and (iii) A qualified autism service paraprofessional supervised and employed by a qualified service provider.

3. The treatment plan has measurable goals over a specific timeline that is developed and approved by the qualified autism service provider for the specific patient being treated .
4. The treatment plan is not used for purposes of providing or for the reimbursement of respite, day care, or educational services and is not used to reimburse a parent for participating in the treatment program.

**Certificate Term or Certificate Year** means the period of a year or less, and any subsequent period of a year or less, that a Covered Person as defined in the Overview of Coverage that is covered in accordance with this Certificate, provided the premium is paid according to the agreed terms.

**Child (Children)** means the Covered Person's children all of whom are not yet age 26, including:

1. a natural Child from the moment of birth, stepchild, foster, or legally adopted Child; or
2. a Child in the process of adoption (including the Covered Person's adopted Child from the date the Covered Person is a party to a proceeding in which the adoption of such Child is sought); or
3. a Child for whom the Covered Person is required by a court order to provide medical support; and
4. grandchildren who are dependent on the Covered Person for federal income tax purposes at the time of application.

**Coinsurance** means the ratio by which the Covered Person and the Company share in the payment of Reasonable Expenses for Medically Necessary treatment after the deductible, if any, has been met. The percentage the Company pays is stated in the Overview of Coverage.

**Company** means Convex Insurance UK Limited, a company registered in England & Wales and not admitted in any U.S. jurisdiction.

**Complications** means a secondary condition, an Injury or a Sickness that develops or is in conjunction with an already existing Injury or Sickness.

**Complications of Pregnancy** are conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from the pregnancy, but are adversely affected by the pregnancy, including, but not limited to, acute nephritis, nephrosis, cardiac decompression, missed abortion, eclampsia, pre-eclampsia, gestational diabetes, gestational hypertension, intrauterine fetal growth retardation, and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible. Complications of Pregnancy do not include elective abortion, elective cesarean section, false labor, occasional spotting, morning sickness, physician prescribed rest during the period of pregnancy, hyperemesis gravidarum, and similar conditions associated with the management of a difficult pregnancy not constituting a distinct complication of pregnancy.

**Confinement (Confined)** means the continuous period a Covered Person spends as an Inpatient in a Hospital due to the same or related cause.

**Congenital Condition** means a condition that existed at or has existed from birth, including, but not limited to, congenital diseases or anomalies that cause functional defects.

**Country of Assignment** means the country for which the Covered Person has a valid visa, if required, and in which he/she is undertaking an educational activity.

**Covered Loss or Covered Losses** means an accidental death, dismemberment or other Injury or Sickness covered under the Certificate and indicated in the Overview of Coverage.

**Covered Medical Expense** means an expense actually incurred by or on behalf of a Covered Person for those services and supplies which are:

1. Administered or ordered by a Physician;
2. Medically Necessary to the diagnosis and treatment of an Injury or Sickness;
3. Are not excluded by any provision of the Certificate; and incurred while the Covered Person's insurance is in force under the Certificate, except as stated in the Extension of Benefits provision. A Covered Medical Expense is deemed to be incurred on the date such service or supply which gave rise to the expense or charge was rendered or obtained.

**Covered Person** means a Participant and any Dependents as described in the appropriate eligibility section, for whom premium is paid and who is covered under the Certificate.

**Covered Pregnancy** means a Pregnancy which began after the effective date of this Certificate applicable to the Covered Person. Pregnancy which began prior to the Covered Person's effective date under this Certificate will not be covered. Pregnancy which is conceived prior to the Covered Person's effective date under this Certificate will be covered if the Covered Person was continuously

covered for 12 months under the Participating Member's plan or other Health Care Plan.

**Custodial Care** is services and supplies that are primarily intended to help You meet personal needs. Custodial care can be prescribed by a physician or given by trained medical personnel. It may involve artificial methods such as feeding tubes, ventilators or catheters. Examples of custodial care include:

1. Routine patient care such as changing dressings, periodic turning and positioning in bed, administering medications;
2. Care of a stable tracheostomy (including intermittent suctioning);
3. Care of a stable colostomy/ileostomy;
4. Care of stable gastrostomy/jejunostomy/nasogastric tube (intermittent or continuous) feedings;
5. Care of a stable indwelling bladder catheter (including emptying/changing containers and clamping tubing);
6. Watching or protecting You;
7. Respite care, adult (or child) day care, or convalescent care;
8. Institutional care, including room and board for rest cures, adult day care and convalescent care;
9. Help with the daily living activities, such as walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating or preparing foods;
10. Any services that a person without medical or paramedical training could be trained to perform; and
11. Any service that can be performed by a person without any medical or paramedical training.

**Deductible** means the dollar amount of Covered Expenses which must be incurred, as applicable, and paid by the Covered Person before benefits are payable under this Certificate. The Deductible may apply to each Covered Person, per Injury or Sickness, as shown in the Overview of Coverage.

**Dependent:** A Dependent may be the Covered Person's lawful spouse/partner and/or his/her children under age 26 who are chiefly dependent upon the Participant for support and maintenance. The term "child/children" includes a natural child, a legally adopted child, a stepchild, and a child who is dependent on the Participant during any waiting period prior to finalization of the child's adoption. The Dependent is one who:

1. With a similar visa or passport, accompanies the Participant while that person is engaged in international educational activities; and
2. Is temporarily located outside the Covered Person's Home Country as a non-resident alien; and
3. Has not obtained permanent residency status.

As used above:

1. The term "spouse" means the Participant's lawful spouse as defined in the state or jurisdiction where the marriage occurred. This term includes a common law spouse if allowed by the jurisdiction where the Certificate is issued.
2. The term "partner" means a Participant's spouse or domestic partner.
3. The term "domestic partner" means a person of the same or opposite sex who:
  - a. is not married or legally separated;
  - b. has not been party to an action or proceeding for divorce or annulment within the last six months, or has been a party to such an action or proceeding and at least six months have elapsed since the date of the judgment terminating the marriage;
  - c. is not currently registered as a domestic partner with a different domestic partner and has not been in such a relationship for at least six months;
  - d. occupies the same residence as the Participant;
  - e. has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature; and
  - f. has entered into a domestic partnership arrangement with the Named Insured.
4. The term "domestic partnership arrangement" means the Participant and another person of the same sex who has any three of the following features in common:
  - a. joint lease, mortgage or deed;
  - b. joint ownership of a vehicle;
  - c. joint ownership of a checking account or credit account;
  - d. designation of the domestic partner as a beneficiary for the Participant's life insurance or retirement benefits;
  - e. designation of the domestic partner as a beneficiary of the Covered Person's will;
  - f. designation of the domestic partner as holding power of attorney for health care; or
  - g. shared household expenses.

**Domestic Partner** means an opposite or same sex partner who, for at least 12 consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the Domestic Partner must:

(1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.

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

**Durable Medical Equipment** means medical equipment which:

1. Is prescribed by the Physician who documents the necessity for the item including the expected duration of its use;
2. Can withstand long term repeated use without replacement;
3. Is not useful in the absence of Injury or Sickness; and
4. Can be used in the home without medical supervision.

The Company will cover charges for the purchase of such equipment when the purchase price is expected to be less costly than rental.

**Emergency Hospitalization and Emergency Medical Care** means hospitalization or medical care that is provided for an Injury or a Sickness condition manifesting itself by acute symptoms of sufficient severity including without limitation sudden and unexpected severe pain for which the absence of immediate medical attention could reasonably result in:

1. Permanently placing the Covered Person's health in jeopardy, or
2. Causing other serious medical consequences; or
3. Causing serious impairment to bodily functions; or
4. Causing serious and permanent dysfunction of any bodily organ or part.

Previously diagnosed chronic conditions in which subacute symptoms have existed over a period of time shall not be included in this definition of a medical emergency, unless symptoms suddenly become so severe that immediate medical aid is required.

**Emergency Medical Condition** means a medical condition which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

**Emergency Services** means, with respect to an emergency medical condition, a medical screening examination that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate the emergency medical condition; and such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the hospital, to stabilize the patient.

**Experimental or Investigative** means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered. The Company will make the final determination as to what is Experimental or Investigative.

**Home Country** means the Covered Person's country of domicile named on the enrollment form or the roster, as applicable. However, the Home Country of a Dependent who is a child is the same as that of the Participant.

**Hospital** means a facility that:

1. Is primarily engaged in providing by, or under the supervision of doctors of medicine or osteopathy, Inpatient services for the diagnosis, treatment, and care, or rehabilitation of persons who are sick, injured, or disabled;
2. Is not primarily engaged in providing skilled nursing care and related services for persons who require medical or nursing care;
3. Provides 24 hours nursing service; and

4. Is licensed or approved as meeting the standards for licensing by the state in which it is located or by the applicable local licensing authority.

**Immediate Family Member** means Your spouse; Partner; parent; child(ren), including children who are, or are in the process of becoming, adopted; Your siblings; Your grandparents or grandchild(ren). Adopted, half and step members are also included as an Immediate Family Member.

**Incidental Trip** means a trip to the Covered Person's Home Country for up to 30 days per Certificate Year of coverage.

**In-Network Provider** means a Physician, Hospital and other healthcare providers who have contracted to provide specific medical care at a Negotiated Rate. The availability of specific providers is subject to change without notice. You should always confirm that an In-Network Provider is participating at the time services are provided by asking the provider when You make an appointment for services.

**Infertile or Infertility** is the condition of a presumably healthy Covered Person who is unable to conceive or produce conception after:

1. For a woman who is under 35 years of age: one year or more of timed, unprotected coitus, or 12 cycles of artificial insemination; or
2. For a woman who is 35 years of age or older: six months or more of timed, unprotected coitus, or six cycles of artificial insemination.

**Injury or Injuries** means bodily injury caused directly by an Accident. It must be independent of all other causes. To be covered, the Injury must first be treated while the Covered Person is insured under the Certificate. A Sickness is not an Injury. A bacterial infection that occurs through an Accidental wound or from a medical or surgical treatment of a Sickness is an Injury. All Injuries sustained in one Accident, including all related conditions and recurrent symptoms of these Injuries will be considered one Injury.

**Inpatient** means a person confined in a Hospital for at least one full day (18 to 24 hours) and charged room and board.

**Intensive Care Facility** means an intensive care unit, cardiac care unit or other unit or area of a Hospital:

1. Which is reserved for the critically ill requiring close observation; and
2. Which is equipped to provide specialized care by trained and qualified personnel and special equipment and supplies on a standby basis.

**Lifetime Maximum Benefit** means the total amount of Covered Expenses that the Company will pay for the Covered Person while covered under the Certificate.

**Low Protein Food** products shall mean a food product that is especially formulated to have less than one gram of protein per serving and is intended to be used under the direction of a physician for the dietary treatment of an inherited metabolic disease. Low Protein Food products shall not include a natural food that is naturally low in protein.

**Medically Necessary** services or supplies are those that the Company determines to be all of the following:

1. Appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition.
2. Provided for the diagnosis or direct care and treatment of the medical condition.
3. Within standards of good medical practice within the organized community.
4. Not primarily for the patient's, the Physician's, or another provider's convenience.
5. The most appropriate supply or level of service that can safely be provided. For Hospital stays, this means acute care as an inpatient is necessary due to the kind of services the Covered Person is receiving or the severity of the Covered Person's condition and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.

The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Certificate.

**Mental Illness** means any psychiatric disease identified in the most recent edition of the International Classification of Diseases or of the American Psychiatric Association Diagnostic and Statistical Manual.

**Morbid Obesity** means:

1. Your **body mass index** (BMI) exceeds 40; or
2. Your BMI exceeds 35 and You have one of the following conditions:
  - a. Coronary heart disease; or
  - b. Type 2 diabetes mellitus; or
  - c. Clinically significant obstructive sleep apnea; or
  - d. Medically refractory hypertension (blood pressure greater than 140 mmHg systolic and/or 90 mmHg diastolic, despite optimal medical management).

**Negotiated Rate (Fee)** is the rate of payment that the Company has negotiated with a Preferred Provider for Covered Medical Expenses under this Certificate.

**Non-Hospital Residential Facility** means a facility certified by the local government or by any state or territory of the United States as a qualified nonhospital provider of treatment for drug abuse, alcohol abuse, mental illness, or any combination of these, in a residential setting. The term "non hospital residential facility" includes any facility operated by the local government, any state or territory, of the United States, to provide these services in a residential setting.

**Occurrence** means all losses or damages that are attributable directly or indirectly to one cause or one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one Occurrence without regard to the period of time or the area over which such losses occur.

**Other Plan** means any of the following which provides benefits or services for, or on account of, medical care or treatment:

1. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage, and medical benefits coverage in group, group -type and individual automobile "no fault" and "traditional fault" type contracts. It does not include student accident-type coverage.
2. Coverage under a governmental plan or required or provided by law. This does not include a state plan under Medicaid (Title XIX, grants to states for medical assistance programs of the United States Social Security Act as amended from time to time). It also does not include any plan when, by law, its benefits are excess of those of any private program or other non-governmental program.

**Out-of-Network Provider** means a Physician, Hospital and other healthcare providers who have not agreed to a Negotiated Rate. A Covered Person may incur Out-of-Pocket expenses with these providers. Charges in excess of the Company's payment are the Covered Person's responsibility.

**Out-of-Pocket Limit** means the maximum dollar amount the Covered Person is responsible to pay during this Certificate Term per Accident or Sickness. After the Covered Person has reached the Out-of-Pocket Maximum, In-Network Provider and Out-of-Network Provider combined payments, this Certificate pays 100% of the Reasonable Expense charge of Covered Expenses up to the maximums shown in the Overview of Coverage for the remainder of this Certificate. The Out-of-Pocket Maximum is met by accumulated Deductible, Coinsurance and Copayments. Penalties and amounts above the Reasonable Expense charge do not count toward the Out-of-Pocket Maximum. The Out-of-Pocket Maximum is shown on the Overview of Coverage.

**Outpatient** means a person who receives medical services and treatment on an Outpatient basis in a Hospital, Physician's office, Ambulatory Surgical Facility, or similar centers, for an Injury or Sickness, and who is not charged room and board for such services.

**Outpatient treatment facility** means a clinic, counseling center, or other similar location that is certified by the local government or by any state or territory as a qualified provider of outpatient services for the treatment of drug abuse, alcohol abuse, or mental illness. The term "outpatient treatment facility" includes any facility operated by the local government, any state or territory, or the United States to provide these services on an outpatient basis.

**Participant** means a person who:

1. Is engaged in international educational or cultural activities; and
2. Is temporarily traveling outside his/her Home Country as a non-resident alien; and
3. Has not obtained permanent residency status in the country that they are traveling to; and

4. Is enrolled in the Certificate holder's program and have been validly enrolled and meet the eligibility requirements as specified by the Certificate holder.

**Participating Member** means the organization that has agreed to participate in the master policy and is the Named Insured in this certificate.

**Participation in Riot or Civil Commotion.** Participation means promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firefighters. Riot or Civil Commotion means all forms of public violence, disorder, or disturbance, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or consequence of such disorder.

**Policy Period:** the period of 364 days commencing with the Effective date of the insurance contract or with anniversary of that date.

**Physician** means a currently licensed practitioner of the healing arts acting within the scope of his/her license. It does not include the Covered Person or his/her spouse, parents, parents-in-law or dependents or any other person related to the Covered Person or who lives with the Covered Person.

**Physiotherapy** means a physical or mechanical therapy, diathermy, ultrasonic, heat treatment in any form, manipulation or massage.

**Preventive Treatment** means treatment rendered to prevent disease or its recurrence.

**Preferred Provider** means a Hospital, Physician, or other health care provider who has agreed to participate in the PPO and who has agreed to accept Negotiated Rates for charges for Covered Medical Expenses. Preferred Providers have agreed to accept the Negotiated Rate as payment in full.

**Preferred Provider Organization (PPO)** means the network(s) of Preferred Providers stated on the Covered Person's identification card.

**Primary Plan** is a group health benefit plan, an individual health benefit plan, or a governmental health plan designed to be the first payor of claims for a Covered Person prior to the responsibility of this Plan.

**Reasonable Expense** means the normal charge of the provider, incurred by the Covered Person, in the absence of insurance,

1. for a medical service or supply, but not more than the prevailing charge in the area for a like service by a provider with similar training or experience, or
2. for a supply which is identical or substantially equivalent. The final determination of a reasonable and customary charge rests solely with the Company.

**Recognized Student Health Center** means a health facility of an educational institution that provides basic health services for students during the school semester. Basic services must include staffing by a licensed medical provider (M.D., C.N.P. D.O., P.A, or R.N.) for the purpose of assessment and treatment of minor Sicknesses and Injuries and/or referral to a PPO Provider and is approved as a Recognized Student Health Center by the authorized administrator.

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

**Sexually transmitted disease:** Any disease transmitted by sexual contact; caused by microorganisms that survive on the skin or mucus membranes of the genital area; or transmitted via semen, vaginal secretions, or blood during intercourse.

**Sickness** means an illness, ailment, disease, or physical condition of a Covered Person that first manifests itself and then worsens that causes a loss for which the Covered Person incurs medical expenses while insured under the Certificate. All related conditions; and recurrent symptoms of the same or similar condition; will be considered one Sickness.

**Skilled Nursing Facility** means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

1. provides skilled nursing care and related services 24 hours per day, 7 days per week;
2. is under the direct supervision of a Physician and has a Physician or Registered Nurse available at all times;
3. has a planned program of policies and procedures developed with and periodically reviewed by one or more Physicians; and
4. is not mainly a place for rest, Custodial Care, care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with mental and nervous disorders, or a hotel or similar establishment.
5. Confinement in a Skilled Nursing Facility must be at the direction of a Physician. This definition does not include a hospice facility, nursing home, rehabilitation care facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

**Substance Abuse** is defined as the psychological or physical dependence on alcohol or other mind -altering drugs that requires diagnosis, care, and treatment. In determining benefits payable, charges made for the treatment of any physiological conditions related to rehabilitation services for alcohol or drug abuse or addiction will not be considered to be Charges made for treatment of Substance Abuse.

**United States (U.S.)** means the 50 states of the United States of America, the District of Columbia, and its territories.

**Urgent Care** is medical, surgical, Hospital or related health care services and testing which are not Emergency Services, but which are determined by the Company, in accordance with generally accepted medical standards, to have been necessary to treat a condition requiring prompt medical attention. This does not include care that could have been foreseen before leaving the immediate area where You ordinarily receive and/or were scheduled to receive services. Such care includes, but is not limited to, dialysis, scheduled medical treatments or therapy, or care received after a Physician's recommendation that the Covered Person should not travel due to any medical condition.

**We, Us and Our** means Convex Insurance UK Limited.

**Written Request** means a request on any form provided by the authorized administrator for particular information.

**You, Your** means a Covered Person.

**11:59 PM** means 11:59 PM at the Covered Person's location.

**12:01 AM** means 12:01 AM at the Covered Person's location.

## DESCRIPTION OF COVERAGES

### MEDICAL EXPENSE BENEFIT

**What the Company Pays for Covered Medical Expenses:** If a Covered Person incurs expenses while insured under the Certificate due to an Injury or a Sickness, the Company will pay the Reasonable Expenses for the Covered Medical Expenses listed below. All Covered Medical Expenses incurred as a result of the same or related cause, including any Complications, shall be considered as resulting from one Sickness or Injury. The amount payable for any one Injury or Sickness will not exceed the Maximum Benefit for the Covered Person or the Maximum Benefit for a Dependent stated in the Medical Expenses table in the Overview of Coverage. Benefits are subject to the Deductible Amount, Coinsurance, Copayments, and Maximum Benefits stated in the Overview of Coverage, specified benefits and limitations set forth under Covered Medical Expenses, the General Certificate Exclusions, the Recognized Student Health Center provision and to all other limitations and provisions of the Certificate.

**Covered General Medical Expenses and Limitations:** Covered Medical Expenses are limited to the Reasonable Expenses incurred for services, treatments and supplies listed below. All benefits are per Injury or Sickness unless stated otherwise.

No Medical Treatment Benefit is payable for Reasonable Expenses incurred after the Covered Person's insurance terminates as stated in the Period of Coverage provision. However, if the Covered Person is in a Hospital on the date the insurance terminates, the Company will continue to pay the Medical Treatment Benefits until the earlier of the date the Confinement ends or 31 days after the date the insurance terminates.

If the Covered Person was insured under a group plan administered by the authorized administrator immediately prior to the Coverage Start Date shown on the Identification Card issued to the Covered Person, the Company will pay the Medical Treatment Benefits for a Covered Injury or a Covered Sickness such that there is no interruption in the Covered Person's insurance.

**Physician office visits:** We will pay charges by a Physician for office visits, up to the Maximum Benefit Amount shown in the Overview of Coverage for Physician's Office Visits. Total visits per Injury or Sickness will not exceed the combined Maximum shown in the Overview of Coverage.

**Hospital Services:** Inpatient Hospital services and Hospital and Physician Outpatient services consist of the following: Hospital room and board, including general nursing services; medical and surgical treatment; medical services and supplies; Outpatient nursing services provided by an RN, LPN or LVN; local, professional ground ambulance services to and from a local Hospital for Emergency Hospitalization and Emergency Medical Care; X-rays; laboratory tests; prescription medicines; artificial limbs or prosthetic appliances, including those which are functionally necessary; the rental or purchase, at the Company's option, of durable medical equipment for therapeutic use, including repairs and necessary maintenance of purchased equipment not provided for under a manufacturer's warranty or purchase agreement.

The Company will not pay for Hospital room and board charges in excess of the prevailing semi-private room rate unless the requirements of Medically Necessary treatment dictate accommodations other than a semi-private room.

If Tests and X-rays are the result of a Physician Office Visit or of Hospital and Physician Outpatient Services there is no additional Copayment for these Tests or X-rays. However, if there is neither a Physician Office Visit nor Hospital or Physician Outpatient Services delivered, the Hospital and Physician Outpatient Services Copayment applies.

1. **Emergency Hospital Services:** Emergency Hospital Services are Emergency Medical Care delivered in a Hospital emergency department as defined in this Certificate.
2. **Urgent Care Center visits:** Care delivered at a facility or clinic that provides immediate, but not emergent, ambulatory medical care to patients. The facility should have "Urgent Care" used in its title or advertising words, that is physically separate from a hospital and is licensed in the state or territory in which it is located.
3. **Recognized Student Health Centers:** This Certificate does not cover the cost of treatment or services that are provided normally without charge by the Certificate holder's Student Health Center, covered or provided by the student health fee, rendered by a person employed by the Certificate holder, including team Doctor and trainers or any other service performed at no cost. No premium is charged for any such treatment.

If there is a charge for visits to, or medical services, treatments and supplies received from, a Recognized Student Health Center for an Injury or a Sickness, benefits for those visits, medical services, treatments and supplies will be paid at 100% of Reasonable Expenses with no Copayment or Deductible.

If the Recognized Student Health Center is not able to treat the Covered Person, it will refer the Covered Person to a Preferred Provider. If the Covered Person uses the Preferred Provider, medical benefits are paid according to the "Inside PPO" schedule. If the Covered Person chooses not to use the Preferred Provider, medical benefits are paid according to the "Outside PPO" schedule. The Copayment and/or Deductible for the initial visit to the Preferred Provider will be waived or reduced if seen by the Recognized Student Health Center first.

**Additional Covered General Medical Expenses and Limitations:** These additional Covered Medical Expenses are limited to the Reasonable Expenses incurred for services, treatments and supplies listed below. All benefits are per Injury or Sickness unless stated otherwise.

1. **AIDS Vaccine:** Coverage shall be provided for a vaccine for acquired immune deficiency syndrome (AIDS) that is approved for marketing by the federal Food and Drug Administration and that is recommended by the United States Public Health Service.
2. **Behavioral Health Treatment:** Coverage shall be provided for Behavioral Health Treatment for pervasive developmental disorder or autism as defined in the most recent edition of the International Classification of Diseases or of the American Psychiatric Association Diagnostic and Statistical Manual. Coverage shall be provided in the same manner and shall be subject to the same requirements as provided for outpatient treatment of mental and nervous disorders.
3. **Breast Reconstruction due to Mastectomy:** If breast reconstruction is provided in connection with a covered mastectomy, benefits will also be provided for Covered Expenses for the following:
  - a. Reconstruction of the breast on which the mastectomy has been performed;
  - b. Surgery and reconstruction of the other breast to produce a symmetrical appearance;
  - c. Prosthesis; and
  - d. Treatment for physical complications of all stages of mastectomy, including lymphedemas.
4. **Cancer Clinical Trials:** For a Covered Person diagnosed with cancer and accepted into a phase I, phase II, phase III, or phase IV clinical trial for cancer, coverage shall be provided for all Routine Patient Care Costs related to the clinical trial if the Covered Person's treating Physician, who is providing covered health care services to the Covered Person under the Plan, recommends participation in the clinical trial after determining that participation in the clinical trial has a meaningful potential to benefit the Covered Person. For purposes of this provision, a clinical trial's endpoints shall not be defined exclusively to test toxicity, but shall have a therapeutic intent.

The treatment shall be provided in a clinical trial that either:

- a. involves a drug that is exempt under federal regulations from a new drug application; or
- b. that is approved by one of the following:
  - i. One of the National Institutes of Health;
  - ii. The federal Food and Drug Administration, in the form of an investigational new drug application;
  - iii. The United States Department of Defense; or
  - iv. The United States Veterans' Administration.

The provision of services when required by this provision shall not, in itself, give rise to liability on the part of the Company.

5. **Cervical cytology screening for cervical cancer and its precursor states for women:** The cervical cytology screening includes an annual pelvic examination, collection and preparation of a Pap smear and laboratory and diagnostic services in connection with examining and evaluating the Pap smear. (Cervical screenings are not subject to the deductible provision).
6. **Child Preventive and Primary Care Services:** Coverage for preventive and primary care services, including physical examinations, measurements, sensory screening, neuro-psychiatric evaluation, and development screening, which coverage shall include unlimited visits for children up to the age 12 years, and 3 visits per year for minor children ages 12 years up to 18 years of age, and 1 visit per year for covered children 19-26 years of age. Preventive and primary care services shall also include, as recommended by the Physician, hereditary and metabolic screening at birth, newborn hearing screenings, immunizations, urinalysis, tuberculin tests, and hematocrit, hemoglobin, and other appropriate blood tests, including tests to screen for sickle hemoglobinopathy.

7. **Colorectal cancer screenings:** Colorectal screenings shall be in compliance with the American Cancer Society colorectal cancer screening guidelines.
8. **Complications of Pregnancy:** Complications of Pregnancy are covered under this Plan as any other medical condition. Benefits for complications of pregnancy shall be provided for all Covered Persons.
9. **Contraception.** This plan provides coverage for all of the following services and contraceptive methods for women with NO cost sharing:
  - a. All FDA-approved contraceptive drugs, devices and products available over the counter, as prescribed by the enrollee's provider;
  - b. Voluntary sterilization procedures;
  - c. Patient education and counseling on contraception
  - d. Follow-up services related to the drugs, devices, products and procedures covered under this benefit, including, but not limited to management of side effects, counseling for continued adherence, and device insertion and removal.
10. **Diabetic Supplies/Education:** Coverage shall be provided for equipment, supplies, and other outpatient self-management training and education, including medical nutritional therapy, for the treatment of insulin -dependent diabetes, insulin-using diabetes, gestational diabetes, and non-insulin using diabetes if prescribed by a health care professional legally authorized to prescribe such item.
11. **Repairs to sound, natural teeth required due to an Injury:** Benefits are payable for dental care for an Accidental Injury to natural teeth that occurs while the Covered Person is covered under this Certificate, subject to the following:
  - a. services must be received during the six months following the date of Injury;
  - b. no benefits are available to replace or repair existing dental prosthesis even if damaged in an eligible Accidental Injury; and
  - c. damage to natural teeth due to chewing or biting is not considered an Accidental Injury under this Certificate.

In addition, the Certificate provides benefits for up to three days of Inpatient Hospital services when a Hospital stay is ordered by a Physician and a Dentist for dental treatment required due to an unrelated medical condition. The Company determines whether the dental treatment could have been safely provided in another setting. Hospital stays for the purpose of administering general anesthesia are not considered Medically Necessary.
12. **Hearing Aids for Covered Dependent Children:** The Company will pay the provider the Reasonable Expense for covered Dependent Children who are less than 24 years of age for: (1) when purchased and fitting is necessary to treat a covered Injury or Sickness; (2) the repair or replacement, when damaged in a covered Accident or Sickness; (3) the repair or replacement, when damaged in a covered Accident or Sickness for which the Covered Person has incurred other Covered Expenses.
13. **Home Country Coverage (While Insured):** Expenses incurred within the Covered Person's Home Country while insured under the Certificate will be considered as Covered Medical Expenses up to the limits stated in the Overview of Coverage. The Company will not cover any medical expense incurred in the Home Country after the Home Country medical expense coverage limits described above have been exceeded. Payment is subject to the Limitations and Conditions on Eligibility for Benefits provision.
14. **Home Health Care.** Benefits are payable for the following services provided by a home health agency:
  - a. Services of a registered nurse or licensed vocational nurse under the supervision of a registered nurse or a physician.
  - b. Services of a licensed therapist for physical therapy, occupational therapy, speech therapy, or respiratory therapy.
  - c. Services of a medical social service worker.
  - d. Services of a health aide who is employed by (or who contracts with) a home health agency. Services must be ordered and supervised by a registered nurse employed by the home health agency as professional coordinator. These services are covered only if You are also receiving the services listed in a or b above.
  - e. Medically Necessary supplies provided by the Home Health Agency.

A visit of four hours or less by a home health aide shall be considered as one Home Health Visit.
15. **Hormone Replacement Therapy:** If prescription drugs are covered, such coverage will include expenses incurred for hormone replacement therapy that is prescribed or ordered for treating symptoms and conditions of menopause.
16. **Jawbone surgery:** Coverage shall include surgical procedures for those covered conditions directly affecting the upper or lower jawbone, or associated bone joints, if each procedure being considered for reimbursement is deemed Medically Necessary by the Company. This benefit will not affect any applicable exclusion pertaining to dental services other than as stated herein.

17. **Lead Screening:** The Company will pay the provider the Reasonable Expense for lead poison screening for Covered Persons at 12 months of age and benefits for screening and diagnostic evaluations for Covered Persons under age 6 who are at risk for lead poisoning in accordance with guidelines set forth by the local department of public health.
18. **Low Protein Food Products:** The Company will pay the provider 100% of the Reasonable Expense for low protein food products for the treatment of inherited metabolic diseases, if the low protein food products are Medically Necessary. Inherited Diseases shall mean a disease caused by the inherited abnormality of body chemistry.
19. **Mammography screening, when screening for occult breast cancer is recommended by a Physician:** Coverage is as follows:
  - a. female Covered Persons are allowed one baseline mammogram;
  - b. female Covered Persons are allowed a screening mammogram annually; (Mammograms are not subject to the deductible provision.)
20. **Oral Anti-Cancer Prescription Drugs.** For orally administered anti-cancer medications, the Deductible, if any, will not apply and the Copayment will not exceed the lesser of the applicable Copayment shown in the Summary of Benefits or \$200 for a 30-day supply for medications obtained at a retail pharmacy.
21. **Osteoporosis:** Coverage shall include services related to diagnosis, treatment, and appropriate management of osteoporosis, including bone mass measurement technologies as deemed medically appropriate.
22. **Outpatient back and spine treatment (including modalities)** Coverage shall be provided for chiropractic care delivered by a currently licensed chiropractor acting within the scope of his or her practice. The coverage shall include initial diagnosis and clinically appropriate and Medically Necessary services and supplies required to treat the diagnosed disorder, subject to the terms and conditions of the Overview of Coverage.  
The Company shall reimburse the Covered Person at the same rate as any other medical provider office visit. For purposes of this provision, "chiropractor" does not include the Covered Person or his/her spouse, parents, parents-in-law or dependents or any other person related to the Covered Person or who lives with the Covered Person.
23. **Phenylketonuria:** Coverage shall be provided for the testing and treatment of phenylketonuria (PKU). Coverage for treatment of phenylketonuria shall include formulas and special food products that are part of a diet prescribed by a Physician and managed by a health care professional in consultation with a Physician who specializes in the treatment of metabolic disease, provided that the diet is deemed Medically Necessary to avert the development of serious physical or mental disabilities or to promote normal development or function as a consequence of phenylketonuria. Coverage pursuant to this provision is limited to the extent the cost of necessary formulas and special food products exceeds the cost of a normal diet.
24. **Post Laryngectomy Prosthetic Devices:** Coverage shall be provided for prosthetic devices to restore a method of speaking for the Covered Person incident to the surgical procedure known as laryngectomy. Coverage for prosthetic devices is subject to any Deductible Amount or Coinsurance applied to the laryngectomy. As used in this provision, laryngectomy means the removal of the larynx for Medically Necessary reasons, as determined by a licensed Physician.
25. **Pregnancy:** The Company will pay the actual expenses incurred as a result of pregnancy, childbirth, miscarriage, or any Complications of Pregnancy resulting from any of these, except to the extent shown in the Overview of Coverage. Pregnancy benefits will also cover a period of hospitalization for maternity and newborn infant care for:
  - a. a minimum of 48 hours of inpatient care following a vaginal delivery; or
  - b. a minimum of 96 hours of inpatient care following delivery by cesarean section.
 If the Physician, in consultation with the mother, determine that an early discharge is medically appropriate, the Company shall provide coverage for post-delivery care, within the above time limits, to be delivered in the patient's home, or, in a provider's office, as determined by the Physician in consultation with the mother. The at-home post-delivery care shall be provided by a registered professional nurse, physician, nurse practitioner, nurse midwife, or Physician assistant experienced in maternal and child health, and shall include:
  - a. Parental education;
  - b. Assistance and training in breast or bottle feeding; and
  - c. Performance of any Medically Necessary and clinically appropriate tests, including the collection of an adequate sample for hereditary and metabolic newborn screening.
26. **Prostate screening tests:** Coverage shall be provided for Prostate Specific Antigen tests and the Office Visit associated with this test when ordered by the Covered Person's Physician or nurse practitioner.
27. **Reconstructive Surgery:** Reconstructive surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or creating a normal appearance. This includes Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. "Cleft palate" means a condition that may include cleft palate, cleft lip, or other

craniofacial anomalies associated with cleft palate. However, this benefit shall not be construed to provide coverage for cosmetic surgery that is performed to alter or reshape normal structures of the body in order to improve the patient's appearance. This does not apply to orthognathic surgery.

28. **Scalp Prosthesis:** The Company will pay the provider the Reasonable Expense for scalp prosthesis that is Medically Necessary for hair loss suffered as a result of alopecia areata, resulting from autoimmune disease.
29. **Second Opinion:** Coverage shall be provided for a second opinion by an appropriately qualified health care professional upon request by the Covered Person or his or her Physician. Reasons for a second opinion to be provided include, but are not limited to, the following:
  - a. If the Covered Person questions the reasonableness or necessity of recommended surgical procedures.
  - b. If the Covered Person questions a diagnosis or plan of care for a condition that threatens loss of life, loss of limb, loss of bodily function, or substantial impairment, including, but not limited to, a serious chronic condition.
  - c. If clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or the treating health professional is unable to diagnose the condition and the Covered Person requests an additional diagnosis.
  - d. If the treatment plan in progress is not improving the medical condition of the Covered Person within an appropriate period of time given the diagnosis and plan of care, and the Covered Person requests a second opinion regarding the diagnosis or continuance of the treatment.
  - e. If the Covered Person has attempted to follow the plan of care or consulted with the initial provider concerning serious concerns about the diagnosis or plan of care.

For purposes of this section, an appropriately qualified health care professional is a primary care Physician or a specialist who is acting within his or her scope of practice and who possesses a clinical background, including training and expertise, related to the particular illness, disease, condition or conditions associated with the request for a second opinion.

30. **Skilled Nursing Facility.** Expenses incurred for In-Patient services and supplies provided by a Skilled Nursing Facility The amount by which Your room charge exceeds the prevailing two-bed room rate of the Skilled Nursing Facility is not considered covered under this Certificate.
31. **Transgender Services.** Services and supplies provided in connection with gender transition when You have been diagnosed with gender identity disorder or gender dysphoria by a Physician. This coverage is provided according to the terms and conditions of the plan that apply to all other covered medical conditions, including medical necessity requirements, utilization management, and exclusions for cosmetic services. Coverage includes, but is not limited to, Medically Necessary services related to gender transition such as transgender surgery, hormone therapy, psychotherapy, and vocal training.

Coverage is provided for specific services according to plan benefits that apply to that type of service generally, if the plan includes coverage for the service in question. If a specific coverage is not included, the service will not be covered. For example, transgender surgery would be covered on the same basis as any other covered, Medically Necessary surgery; hormone therapy would be covered under the plan's prescription drug benefits (if such benefits are included).

Services that are excluded on the basis that they are cosmetic include, but are not limited to, liposuction, facial bone reconstruction, voice modification surgery, breast implants, and hair removal. Transgender services are subject to prior authorization in order for coverage to be provided.

32. **Transgender Travel Expense.** Certain travel expenses incurred in connection with an approved transgender surgery, when the Hospital at which the surgery is performed is 75 miles or more from Your place of residence, provided the expenses are authorized in advance by us. Our maximum payment will not exceed \$3,000 per transgender surgery, or series of surgeries (if multiple surgical procedures are performed), for the following travel expenses incurred by You and one companion:
  - a. Ground transportation to and from the Hospital when it is 75 miles or more from Your place of residence.
  - b. Coach airfare to and from the Hospital when it is 300 miles or more from Your residence.
  - c. Lodging, limited to one room, double occupancy.
  - d. Tobacco, alcohol, drug, and meal expenses are excluded.

We will provide benefits for lodging, transportation, and other similar expenses up to the current limits set forth in the Internal Revenue Code, not to exceed the maximum amount specified above. This travel expense benefit is not available for non-surgical transgender services.

Details regarding reimbursement can be obtained by calling the customer service number on Your identification card. A travel reimbursement form will be provided for submission of legible copies of all applicable receipts in order to obtain reimbursement.

**33. Treatment of specified therapies, including acupuncture and physiotherapy:** Charges incurred for the following rehabilitative therapies, if prescribed by a Physician to restore function loss due to an illness or injury covered under this Plan.: physical, occupational, speech, chelation, massage, hearing and cardiac/pulmonary therapy. Additionally, coverage shall also be provided for Acupuncture that treats a covered illness or injury provided by a Doctor of Acupuncture. Therapies excluded under this coverage include, but are not limited to: vocational rehabilitation, behavioral training, gym or swim therapy, dance therapy, marital counseling, legal or financial counseling, biofeedback, neuro-feedback, hypnosis, sleep therapy, employment counseling, back to school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays or intellectual disabilities.

## EXTENSION OF BENEFITS

### During Hospital Confinement Upon Certificate Cancellation

If the Medical Benefits under this Certificate cease for You or Your Dependent due to cancellation of the Certificate (except if the Certificate is canceled for nonpayment of premiums) and You or Your Dependent is Confined in a Hospital on that date, Medical Benefits will be paid for Covered Expenses incurred in connection with that Hospital Confinement. However, no benefits will be paid after the earliest of:

1. the date You exceed the Maximum Benefit, if any, shown in the Overview of Coverage;
2. the date You are covered for medical benefits under another group plan;
3. the date You or Your Dependent is no longer Hospital Confined; or
4. 30 days from the date the Certificate is canceled.

The terms of this Medical Benefits Extension will not apply to a child born as a result of a pregnancy which exists when Your Medical Benefits cease or Your Dependent's Medical Benefits cease.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Company will pay the benefit up to the Principal Sum as stated in the Overview of Coverage if a Covered Person sustains an Injury resulting in any of the losses stated below within 365 days after the date the Injury is sustained:

For Loss of:	Percentage of Principal Sum
• Both Hands or Both Feet	100%
• Sight of Both Eyes	100%
• One Hand and One Foot	100%
• One Hand and the Sight of One Eye	100%
• One Foot and the Sight of One Eye	100%
• Speech and Hearing in Both Ears	100%
• One Hand or One Foot	50%
• The Sight of One Eye	50%
• Speech or Hearing in Both Ears	50%
• Hearing in One Ear	25%
• Thumb and Index Finger of Same Hand	25%

Loss of one hand or loss of one foot means the actual severance through or above the wrist or ankle joints. Loss of the sight of one eye means the entire and irrecoverable loss of sight in that eye.

If more than one of the losses stated above is due to the same Accident, the Company will pay 100% of the Principal Sum. In no event will the Company pay more than the Principal Sum for loss to the Covered Person due to any one Accident.

Benefits payable are subject to the Exclusions and Limitations as listed in this document.

**Exposure.** If by reason of an Accident covered by the Certificate a Covered Person is unavoidably exposed to the elements and as a result of such exposure suffers a Covered Loss for which the Principal Sum is otherwise payable hereunder such Loss will be covered under the terms of this Certificate.

**Disappearance.** If the body of a Covered Person has not been found within one year of the disappearance, forced landing, stranding, sinking, or wrecking of a conveyance in which such Covered Person was an occupant, then it shall be deemed, subject to all other terms and provisions of the Certificate, that such Covered Person shall have suffered Loss of life within the meaning of the Certificate. There is no coverage for loss of life or dismemberment for or arising from an Accident in the Covered Person's Home Country or from loss of life or dismemberment due to a sickness, disease or infection.

## GENERAL LIMITATIONS

**Limitation on Multiple Covered Losses:** If a Covered Person suffers more than one Covered Loss as a result of the same Occurrence, We will pay only one benefit, the largest benefit.

**Limitation on Multiple Covered Activities:** If a Covered Person suffers a Covered Loss while participating in more than one Certificate holder activity, We will pay only one benefit, the largest benefit unless there is a specific written exception in this Certificate.

**Limitation on Multiple Benefits:** If an Covered Person can recover benefits under more than one of the Benefits stated in the Overview of Coverage, as a result of the same Occurrence, We will pay only one benefit, the largest benefit.

**Limitation on Multiple Covered Policies:** If a Covered Person can recover benefits under more than one group accident Certificate written by Us, We will pay under only one Certificate, the Certificate which offers the Covered Person the largest benefit.

## PRE-EXISTING CONDITION LIMITATION

There is no limitation for Pre-Existing Conditions as defined under this Policy.

## LIMIT OF LIABILITY

The Limit of Liability Amount is shown in the Overview of Coverage. We will NOT be liable for any amount over such limit for any one Occurrence.

If the total amount of benefits to be paid under this Certificate is more than the Limit of Liability, the Benefit Amount payable for an Covered Person's loss will be determined as a proportionate share of the Limit of Liability.

## GENERAL EXCLUSIONS

Unless specifically provided for elsewhere under the Certificate, the Certificate does not cover loss caused by or resulting from, nor is any premium charged for, any of the following:

1. Expenses incurred in excess of Reasonable Expenses.
2. Suicide, attempted suicide or intentionally self-inflicted injury.
3. Services or supplies that the Company considers to be Experimental or Investigative.

4. Expenses incurred prior to the beginning of the current Period of Coverage or after the end of the current Period of Coverage except as described in Covered General Medical Expenses and Limitations and Extension of Benefits.
5. Preventative medicines, routine physical examinations, or any other examination where there are no objective indications of impairment in normal health, unless otherwise noted.
6. Services and supplies not Medically Necessary for the diagnosis or treatment of a Sickness or Injury, unless otherwise noted.
7. Surgery for the correction of refractive error and services and prescriptions for eye examinations, eye glasses or contact lenses or hearing aids, except when Medically Necessary for the Treatment of an Injury.
8. Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self- esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
9. For diagnostic investigation or medical treatment for reproductive services, infertility, fertility, or for male or female voluntary sterilization procedures, or the reversal of male or female voluntary sterilization procedures.
10. Organ or tissue transplant.
11. While traveling against the advice of a Physician, while on a waiting list for a specific treatment, or when traveling for the purpose of obtaining medical treatment.
12. The diagnosis or treatment of Congenital Conditions, except for a newborn child insured under the Certificate.
13. Treatment to the teeth, gums, jaw or structures directly supporting the teeth, including surgical extraction's of teeth, TMJ dysfunction or skeletal irregularities of one or both jaws including orthognathia and mandibular retrognathia, [unless otherwise noted.
14. Expenses incurred in connection with weak, strained or flat feet, corns or calluses.
15. Diagnosis and treatment of acne.
16. Expenses incurred for, or related to, services, treatment, education testing, or training related to learning disabilities or developmental delays.
17. Deviated nasal septum, including submucous resection and/or surgical correction, unless treatment is due to or arises from an Injury.
18. Expenses incurred for any services rendered by a family member or a Covered Person's immediate family or a person who lives in the Covered Person's home.
19. Unless specifically provided for elsewhere under the Certificate, the cost of treatment or services that are provided normally without charge by the Member's Student Health Center, covered or provided by the student health fee, rendered by a person employed by the Certificate holder, including team Physicians and trainers or any other service performed at no cost.
20. Loss due to an act of war; service in the armed forces of any country or international authority and Participation in a Riot or Civil Commotion.
21. Riding in any aircraft, except as a passenger on a regularly scheduled airline or charter flight.
22. Loss arising from
  - a. participating in any sport, contest or competition, unless otherwise provided under the Certificate;
  - b. while participating in any practice or condition program for such sport, contest or competition, unless otherwise provided under the Certificate;
  - c. SCUBA diving, sky diving, mountaineering (where ropes or other climbing gear are customarily used), ultra-light aircraft, parasailing, sailplaning/gliders, hang gliding, parachuting, or bungee jumping.
23. Medical Treatment Benefits provision for loss due to or arising from a motor vehicle Accident if the Covered Person operated the vehicle without a proper license in the jurisdiction where the Accident occurred.
24. Under the Accidental Death and Dismemberment provision, for loss of life or dismemberment for or arising from an Accident in the Covered Person's Home Country.
25. Nuclear, chemical or biological Contamination, whether direct or indirect. "Contamination" means the contamination or poisoning of people by nuclear and/or chemical and/or biological substances which cause Sickness and/or death.
26. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
27. To the extent that such payments would be prohibited by law.
28. Orthopaedic appliances used mainly to protect an Injury so that the Covered Person can take part in interscholastic, intercollegiate, intramural, club, professional or semi-professional or recreational sports.

29. Services or supplies for the treatment of an Injury or Sickness which are paid under a state Workers' Compensation Act, Employer's liability laws or similar occupational benefits only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance, employer's liability insurance or similar occupational benefit carrier according to final adjudication under the state's Workers' Compensation, Employer's liability insurance or similar occupational benefit Act or an order of the state's industrial Commission approving a settlement agreement under the state's Workers' Compensation Act.

## GENERAL PROVISIONS

**ENTIRE CONTRACT:** The entire contract consists of the Certificate, the Application, Riders, and any other documents requested and accepted by Us. No change in this Certificate is valid unless approved by an officer of the Company. Such approval must be signed by Our officer and attached to this Certificate. No broker, agent or producer can change or waive any provision of this Certificate.

**AMENDMENTS:** Any change in this Certificate will be made by amendment and approved by Us. Such amendment will not require the consent of any Covered Person. The effective time for any amendments shall be 12:01 A.M. Standard Time at the address of the Covered Person.

**TIME LIMITS ON CERTAIN DEFENSES:** All statements made by the Certificate holder or by a Covered Person are deemed representations and not warranties. No such statement will cause Us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his or her death or incapacity, his or her beneficiary or representative. After 2 years from the Covered Person's Effective Date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

**MISSTATEMENT OF AGE:** If the age of the Covered Person is incorrectly stated, We will make a fair adjustment of the premiums, benefits, or both. The adjustment will be based on the premiums and benefits that would have been payable had We known the correct information.

**WORKERS' COMPENSATION INSURANCE:** This Certificate is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

**RECORDS MAINTAINED:** The Certificate holder or its authorized administrator will maintain records of the essential features of each Covered Person's insurance under this Certificate.

We shall be permitted to examine the Certificate holder's records relating to coverage under this Certificate. Examination may occur at any reasonable time up to the later of:

1. the two-year period after the expiration of the Certificate holder's coverage; or
2. the final adjustment and settlement of all claims under the Certificate holder's coverage.

**NEWLY ACQUIRED SUBSIDIARIES:** The premium for this Certificate applies to the risks assumed on the Effective Date of this Certificate. Participants of subsidiaries newly acquired through merger, stock purchase, exchange of stock, or otherwise, shall be insured under this Certificate, subject to the following conditions:

1. the Certificate holder has at least 50% controlling interest in the subsidiary.
2. if the subscriber/affiliate/subsidiary is less than 100 lives, the Certificate holder is not required to notify Us until the end of the Certificate Term, unless the subscriber/affiliate/subsidiary is greater than 10% of the current population that is insured under this Certificate.
3. an additional premium payment is required with a report to Us and the name of any newly acquired subsidiary.
4. necessary underwriting information must be furnished for Us to determine the additional risks assumed.
5. coverage will begin on the legal date of acquisition.

No coverage shall continue for more than 60 days after the legal acquisition date unless the required report with the necessary data is supplied and the additional premium paid. The Certificate holder shall be liable for payment of premium for the period during which such coverage remains in effect.

**CERTIFICATE TERMINATION:** We may terminate coverage on or after the anniversary of any premium due date. The Certificate holder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

**CONFORMITY WITH STATE STATUTES:** Any provision of this Certificate in conflict, on the Effective Date of this Certificate, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

**CLERICAL ERROR:** Clerical errors that We or Our authorized administrator make in Your Overview of Coverage, the issuance of a Certificate, or in record keeping will not afford You benefits or validate insurance for which You have not applied and paid the appropriate premium and been approved by Us. We have the right to offset or recover from You any overpayment of benefits made due to such errors.

**NON-WAIVER:** If We or You fail to enforce or to insist on strict compliance with any of the terms, conditions, limitations or exclusions of this Certificate, that will not be considered a waiver of any rights under the Certificate. A past failure to strictly enforce the Certificate will not be a waiver of any rights in the future, even in the same situation or set of facts.

## CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 60 days after a Covered Loss occurs or begins or as soon as reasonably possible. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Notice can be given at Our administrative office as shown on the cover page or to Our agent. Notice should include the Certificate holder's name and number and a Covered Person's name and address.

**CLAIM FORMS:** When We receive the Notice of Claim, We will send forms for filing Proof of Loss. If claim forms are not sent within 15 days after notice is given, the proof requirements will be met by submitting, within the time required under Proof of Loss, written proof describing the occurrence, nature and extent of the loss.

**PROOF OF LOSS:** Written Proof of Loss must be furnished to Us in the case of a claim for loss for which this Certificate provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which We are liable. Written proof that the loss continues must be furnished to Us at intervals required by Us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, We will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

**TIME OF PAYMENT OF CLAIMS:** Benefits due under this Certificate for a loss, other than a loss for which this Certificate provides installments, will be paid immediately upon receipt of due written proof of such loss. Subject to written Proof of Loss, all accrued benefits for loss for which this Certificate provides installments will be paid monthly. Any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written Proof of Loss, unless otherwise stated in the Description of Benefits.

**FOREIGN CLAIMS:** Claims incurred outside the United States and its territories and jurisdictions must be submitted in English or with an English translation. Foreign claims must include the applicable medical records in English to show proper Proof of Loss.

**PAYMENT OF CLAIMS UPON LOSS OF LIFE:** Benefits for a Covered Person's loss of life will be paid to the beneficiary named in Our records, if any, at the time of payment. The benefits can be paid in one sum or, at a Covered Person's written request, in accordance with one of Our settlement plans. If a Covered Person has not requested any settlement plan, the beneficiary can do

so in writing after a Covered Person's death. If there is no named beneficiary or surviving beneficiary, a Covered Person's loss of life benefits will be paid in one sum to the first surviving class of persons following in the order shown below:

1. the beneficiary named to receive a Covered Person's proceeds;
2. Spouse;
3. Child or Children;
4. mother or father;
5. sisters or brothers; or
6. the estate of a Covered Person.

If We are to pay benefits to the estate or to 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 equitably entitled. This good faith payment satisfies Our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at Our option, be paid either to his or her beneficiary or to his or her estate.

**OTHER BENEFITS:** All other benefits will be paid to the Covered Person, if he or she is living. If not, We will pay his or her beneficiary or his or her estate.

**CHANGE OF BENEFICIARY:** The Covered Person can change the beneficiary at any time by giving Us written notice. The beneficiary's consent is not required for this or any other change which a Covered Person may make unless the designation of beneficiary is irrevocable or otherwise required by law.

**PHYSICAL EXAMINATION AND AUTOPSY:** We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at Our expense unless prohibited by law.

**RECOVERY OF BENEFITS:** Within 18 months of payment of a claim, and at any time if the Covered Person does not provide complete information, was not eligible for coverage, or material misstatements or fraud have occurred, We reserve the right to recover from a Covered Person any benefits We have paid to him or her for injuries:

1. received in an Occurrence; and
2. which are covered under:
  - a. Workers' Compensation or similar statutory remedies available under law; or
  - b. any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he or she gives Us proof such benefits have been denied to him or her.

**SUNSET CLAUSE:** We will cover the losses described in the Certificate occurring during the Certificate Period provided that such losses are reported to Us within thirty-six (36) months from the Expiration Date or the date the Certificate is canceled, whichever is earlier. Losses reported after such date, even if You only become aware of the loss after such date, are not eligible for indemnification under this Certificate.

**SUBROGATION:** If We have paid benefits to a Covered Person for Injuries received in an Occurrence, and in Our opinion a third party may be liable, We will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his or her rights to Us. We will exercise such rights on his or her behalf. He or she further agrees to furnish Us with all relevant information and documents.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover benefits under this Certificate less than 60 days after written proof of loss has been furnished as required by this Certificate. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

**COMMUTATION CLAUSE:** All claims under this Certificate, if any, may at Our option, be commuted thirty-six (36) months after the end of the Certificate Period. You will submit a list of all claims under the Certificate thirty (30) days prior to the commutation date. The claim listing You provide must include all pertinent information necessary to arrive at a valuation of all claims. The claim listing

You provide will be submitted to an actuary or appraiser mutually acceptable to both You and Us to determine the discounted net worth of all claims. We will pay You the discounted net worth of each claim, subject to the Certificate's Limits of Insurance, within thirty (30) days of receipt from the actuary or appraiser.

If the actuary or appraiser cannot be agreed upon by both You and Us, each will appoint its own actuary or appraiser who will, in turn, appoint an independent actuary or appraiser who will establish the discounted net worth of each claim. We will pay You the discounted net worth of each claim, subject to the Certificate's Limits of Insurance, within thirty (30) days of receipt from the independent actuary or appraiser.

Payment by Us to You in accordance with this provision will constitute a complete and final release of all present or future, known or unknown claims under the Certificate.

**ARBITRATION:** Any disputes arising out of or relating to this Certificate, including its formation and validity, shall be referred to arbitration. The arbitration shall be held in New Jersey, or such other place as the parties may mutually agree. Notwithstanding the location of the arbitration, all proceedings pursuant hereto shall be governed by the law of the State of New Jersey. The arbitration shall be conducted in accordance with the ARIAS U.S. Neutral Panel Rules for the Resolution of U.S. Insurance and Reinsurance Disputes.



## **Convex North America Insurance Services LLC**

47 Hulfish Street, Suite 310, Princeton NJ 08542

[us.convexin.com](https://us.convexin.com)

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