

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
<b>New Mexico</b>	<b>ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.</b>

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<p><b>New York</b></p>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<p><b>Ohio</b></p>	<p>Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.</p>
<p><b>Oklahoma</b></p>	<p><b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p>
<p><b>Pennsylvania</b></p>	<p><b>All Commercial Insurance, Except As Provided for Automobile Insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
<p><b>Puerto Rico</b></p>	<p><b>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</b></p>

## NOTICE TO POLICYHOLDERS

<b>Rhode Island</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Tennessee</b>	<p><b>All Commercial Insurance, Except As Provided for Workers' Compensation</b> It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p><b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Utah</b>	<b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Virginia</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Washington</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>West Virginia</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>All Other States</b>	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

Catlin insurance group [the “Companies”], believes personal information that we collect about our customers, potential customers, and proposed insureds [referred to collectively in this Privacy Policy as “customers”] must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act [“GLBA”], we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information [unless prohibited by law], and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for [a] determining eligibility for the product or service sought by the customer, [b] administering the product or service obtained, and [c] advising the customer about our products and services. The information we collect generally comes from the following sources:

Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;

Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

# NOTICE TO POLICYHOLDERS

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Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and

Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

## **Retention and Correction of Personal Information**

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

## **Storage of Personal Information**

We have in place safeguards to protect data and paper files containing personal information.

## **Sharing/Disclosing of Personal Information**

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information [piloting, skydiving, etc.] solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## **Policy for Personal Information Relating to Nonpublic Personal Health Information**

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

## **Access to Your Information**

## NOTICE TO POLICYHOLDERS

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Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

Your independent insurance agent or broker;

An independent claim adjuster or investigator, or an attorney or expert involved in the claim;

Persons or organizations that conduct scientific studies, including actuaries and accountants;

An insurance support organization;

Another insurer if to prevent fraud or to properly underwrite a risk;

A state insurance department or other governmental agency, if required by federal, state or local laws; or

Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

### **Violation of the Privacy Policy**

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

## NOTICE TO POLICYHOLDERS

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# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning the possible impact on your insurance coverage provided under your policy due to directives issued by OFAC. Please read this Policyholder Notice carefully.

OFAC administers and enforces economic and trade sanctions based on US foreign policy and national security goals based on Presidential declarations of "national emergency." OFAC has identified and listed numerous:

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as "Specially Designated Nationals and Blocked Persons." This list can be found on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated US sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

**CATLIN**

**Catlin Insurance Company Incorporated**  
**1330 Post Oak Blvd., Suite 2325, Houston, TX 77056**  
**A Stock Insurance Company**

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**BLANKET ACCIDENT CERTIFICATE**

**POLICYHOLDER:** University of Pennsylvania

**POLICY NUMBER:** BAH-4000980-0818;

**POLICY EFFECTIVE DATE:** August 1, 2018;

**POLICY TERM:** August 1, 2018 – July 31, 2019;

**STATE OF DELIVERY:** Pennsylvania;

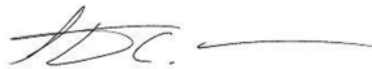
The Policy takes effect at 12:01 A.M. on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. The Policy terminates at 12:00 A.M., on the last day of the Policy Term unless the Policyholder and We agree to continue coverage under the Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue a rider to identify the new Policy Term.

The Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of Catlin Insurance Company, Inc witness this Plan.



**President**



**Secretary**

**LIMITED BENEFITS: THE POLICY PAYS BENEFITS FOR SPECIFIC LOSSES  
DURING THE HAZARDS SHOWN IN THE SCHEDULE OF BENEFITS ONLY.  
PLEASE READ THE POLICY CAREFULLY.**



**BLANKET ACCIDENT CERTIFICATE**

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**CERTIFICATE IDENTIFICATION**

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**(PLEASE NOTE THAT THIS SCHEDULE PAGE REPLACES ANY SCHEDULE PAGE PREVIOUSLY ISSUED TO YOU.)**

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## SECTION 1: SCHEDULE OF BENEFITS

**POLICYHOLDER:** University of Pennsylvania

**ADDRESS:** 3451 Walnut Street,  
Philadelphia, Pennsylvania 19104;

**POLICY NUMBER:** BAH-4000980-0818

**POLICY EFFECTIVE DATE:** August 1, 2018;

**POLICY TERM:** August 1, 2018 – July 31, 2019;

**PREMIUM DUE DATE:** Monthly in arrears;

### CLASSES OF ELIGIBLE PERSONS:

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class. Also, a person may not be insured as a Dependent and an Insured at the same time.

Class 1: All international students and scholars under the age of 65 with a current passport and an F-1 or J-1 visa, who are temporarily residing outside their Home Country while actively engaged in education or educational activities or research related activities at the Policyholder. Students taking the following courses are not eligible to enroll in the insurance plan: distance learning courses; students solely taking off-campus internet, home study, correspondence, or television courses; courses taken for audit and OPT.

Class 2: All Spouses of a Class 1 Insured

Class 3: All Children of a Class 1 Insured

Class 4: All international students and scholars under the age of 65 with a current passport and an F-1 or J-1 visa, who are temporarily residing outside their Home Country while actively engaged in education or educational activities or research related activities at the Policyholder. Students taking the following courses are not eligible to enroll in the insurance plan: distance learning courses; students solely taking off-campus internet, home study, correspondence, or television courses; courses taken for audit and OPT.

Class 5: All Spouses of a Class 4 Insured

Class 6: All Children of a Class 4 Insured

### HAZARDS INSURED AGAINST:

Class 1 – 6:

Travel Coverage (24 Hour Coverage);

### DESCRIPTION OF BENEFITS

Class 1 - 3

#### ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

Principal Sum: \$10,000;

Time Period for Loss from date of Accident: 365 days;

Covered Losses: See Benefit;

**EMERGENCY MEDICAL EVACUATION REPATRIATION BENEFIT**

Maximum Benefit: Actual Cost;  
Deductible: \$0;

**EMERGENCY REUNION BENEFIT**

Maximum Benefit: \$2,500;

**FAMILY REUNION BENEFIT**

Maximum Benefit: \$2,500;

**OUT OF COUNTRY MEDICAL EXPENSE BENEFITS**

Maximum Benefit: \$500,000;  
Deductible: \$350;  
Maximum Benefit Period: length of Trip from the date of the Covered Accident  
or Sickness;

**REPATRIATION OF REMAINS BENEFIT**

Maximum Benefit: Actual Cost;  
Deductible: \$0;

Class 4 - 6

**ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS**

Principal Sum: \$10,000;  
Time Period for Loss from date of Accident: 365 days;  
Covered Losses: See Benefit;

**EMERGENCY MEDICAL EVACUATION REPATRIATION BENEFIT**

Maximum Benefit: Actual Cost;  
Deductible: \$0;

**EMERGENCY REUNION BENEFIT**

Maximum Benefit: \$2,500;

**FAMILY REUNION BENEFIT**

Maximum Benefit: \$2,500;

**OUT OF COUNTRY MEDICAL EXPENSE BENEFITS**

Maximum Benefit: \$600,000;  
Deductible: \$100;  
Maximum Benefit Period: length of Trip from the date of the Covered Accident  
or Sickness;

**REPATRIATION OF REMAINS BENEFIT**

Maximum Benefit: Actual Cost;  
Deductible: \$0;

**REPORTING AND NOTICE ADDRESSES:**

**Claim Reporting:** Relation Insurance Services  
P.O. Box 25936  
Overland Park, KS 66225;

**Phone:** 888-388-0931;

## **SECTION 2: DEFINITIONS**

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

**Accident** means a: sudden; unexpected; and unintended event.

**Beneficiary**, in the case of death of the Covered Person, means a person named by the Covered Person to receive benefits provided by this Policy.

**Benefit** means cash payable or services offered to the Covered Person or the Beneficiary as detailed in the Schedule of Benefits, limited by the terms and provisions of this Policy.

**Certificate** is the evidence of the Covered Person's coverage under this Policy. Coverage is subject to the Policy provisions. The Certificate is not the Policy.

**Coverage** means the specific types of losses covered by this Policy.

**Covered Accident** means an Accident that: occurs while coverage is in force for a Covered Person; and results in a Covered Loss or Injury covered by the Policy for which benefits are payable.

**Covered Activity** means any activity: that the Policyholder requires the Covered Person to attend; or that is under its supervision and control listed in the Schedule of Benefits and insured under the Policy.

**Covered Expenses; Expenses** means expenses actually incurred by or on behalf of a Covered Person for: treatment; services; and supplies covered by the Policy. Coverage under the Policyholder's Policy must remain continuously in force from the date of the Accident or Sickness until the date: treatment; services; or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such: treatment; service; or supply, that gave rise to the expense or the charge, was rendered or obtained.

**Covered Injury** means any bodily harm that results directly and independently of all other causes from a Covered Accident.

**Covered Loss(es)** means an: accidental death; dismemberment; or other Injury covered under the Policy.

**Covered Person** means any Insured and Dependent for whom the required premium is paid.

**Deductible** means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Covered Person on a per Policy Term basis before Out of Country Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy.

**Dependent** means an Insured's lawful spouse or Domestic Partner; or a Dependent Child. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

**Dependent Child; Child** means an Insured's unmarried child, from the moment of birth to age 30, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured's natural child; adopted child, beginning from the date of placement for the purpose of adoption and continuing unless the placement is disrupted prior to legal adoption and the child is removed from placement; or a stepchild who resides with the Insured or depends chiefly on the Insured for financial support.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped; 2) is not capable of self-support; and 3) depends chiefly on the Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

"Placement" means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of adoption of the child.

**Disability** means the inability to do any work for which the Covered Person is or may be qualified by reason of education, experience or training.

**Dismemberment** means the loss by physical separation of a limb from the body.

**Doctor** means a licensed health care provider: acting within the scope of his or her license; and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a: Covered Person; the Covered Person's Immediate Family Member; or a member of the Covered Person's household.

**Domestic Partner** means a person of the same or opposite sex of the Insured who:

1. shares the Insured's primary residence;
2. has resided with the Insured for at least 6 months prior to the date of enrollment and is expected to reside with the Insured indefinitely;
3. is financially interdependent with the Insured
4. has signed a Domestic Partner declaration with the Insured, if recognized by the laws of the state in which he or she resides with the Insured;
5. does not have current Domestic Partner declaration with any other person;
6. is older than 18 years of age;
7. is not currently married to another person; and
8. is not in a position as a blood relative that would prohibit marriage.

**Hazard** means the circumstances necessary for an event to be considered a Covered Loss under this Policy.

**Health Care Plan** means a: policy; other benefits; or service arrangement for medical or dental care or treatment under: 1) group or blanket coverage, whether on an insured or self-funded basis; 2) hospital or medical service organizations on a group basis; 3) Health Maintenance Organizations on a group basis; 4) group labor-management plans; 5) employee benefit organization plans; 6) association plans on a group or franchise basis; or 7) any other group employee welfare benefit plans as defined in the Employee Retirement Income Security Act of 1974, as amended.

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

**Hospital** means an institution that: 1) operates as a Hospital pursuant to law for the: care; treatment; and providing of in-patient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provides organized facilities for: diagnosis; treatment; and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a pre-arranged basis; 5) is not primarily a: nursing care facility; rest home; convalescent home; or similar establishment; or any separate: ward; wing; or section of a Hospital used as such; and 6) is not a place solely for: drug addicts; alcoholics; or the aged; or any separate ward of the Hospital.

**Hospital Confined** means a stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital.

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

**Injury** means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes from a Covered Accident. All Injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

**Insurance** means providing protection against some of the economic consequences of a Covered Loss.

**Insured** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person. A Dependent covered under the Policy is not an Insured, but rather a Covered Person.

**Maximum Benefit** means the most we will pay for each Benefit states in the Schedule of Benefits.

**Medical Emergency** means a condition caused by an Injury or Sickness that manifests itself, while covered under this Policy, by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**Medically Necessary** means a treatment, service or supply that is: 1) required to treat an Injury or Sickness; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person's condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not considered Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.

**Other Income Benefits** means any amounts that an Insured receives (or are assumed to receive) under:

1. any: Workers' Compensation; occupational disease; unemployment compensation law; or similar state or federal law; including all permanent as well as temporary disability

- benefits. This includes any: damages; compromises; or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. any Social Security or retirement benefits the Covered Person receives or any third party receives (or is assumed to receive) on the Insured's behalf or for the Insured's dependents; or, if applicable, that the Insured Dependents receive (or are assumed to receive) because of the Covered Person's entitlement to such benefits.
  3. Any proceeds payable under any group insurance or similar plan. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

**Policy** means a legal contract between the Policyholder and Us which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

**Policyholder** means the company or organization that elects to provide this Policy to their employees, members or participants.

**Pre-existing Condition** means a: disease; or physical condition of the Covered Person for which medical advice or treatment was received within the 6 month period before the Covered Person's coverage became effective under the Policy.

**Premium** means the amount of money: determined by Us; based on the Hazards and Benefits chosen by the Policyholder; and agreed by the Policyholder as the consideration of which we agree to guarantee payment.

**Schedule of Benefits** is an outline of the: Hazards; Coverages; and Benefits provided by this Policy.

**Sickness** means a disease or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under the Policy. All: related conditions; and recurrent symptoms of the same or similar condition; will be considered one Sickness.

**Trip** means travel by: air; land; or sea from the Covered Person's Home Country.

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

**We; Our; Us** means Catlin Insurance Company Incorporated or its authorized agent.

### **SECTION 3: ELIGIBILITY FOR INSURANCE**

Each person in one of the Classes of Eligible Persons shown in the Schedule of Benefits is eligible to be Insured on the Policy Effective Date. We maintain the right to investigate eligibility status to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that Insured.

An Insured's Dependent is eligible on the date:



1. the Insured is eligible, if the Insured has Dependents on that date; or
2. the date the person becomes a Dependent, if later.

In no event will a dependent be eligible if the Insured is not eligible. Also, Covered Person cannot be covered as an Insured and as a Dependent.

#### **SECTION 4: EFFECTIVE DATE OF INSURANCE**

An Insured coverage will begin on the latest of the following dates:

1. the Policy Effective Date, provided that the policy premium has been paid;
2. the date he or she is eligible.

#### **SECTION 5: TERMINATION DATE OF INSURANCE**

An Insured's coverage will end on the earlier of the date:

1. the policy terminates;
2. the Insured is no longer eligible;
3. the period ends for which premium is paid;
4. the Insured fails to pay the required premium, if the Insured is so required;

A Dependent's coverage will end on the earliest of the date:

1. he or she is no longer a Dependent;
2. the Insured's coverage ends;
3. the date the Policy ends;
4. the period ends for which premium is paid;

#### **EXTENSION OF BENEFITS**

We will extend benefits under the Policy for 3 months after a Covered Person's coverage would otherwise end if on that date he or she is:

1. Hospital Confined for an Injury or Sickness covered by the Policy; and
2. under a Doctor's care.

Any benefits payable under this provision will not exceed the benefit maximums shown in the Schedule of Benefits.

#### **SECTION 6: GENERAL LIMITATION**

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

**Limitation on Multiple Benefits:** If a Covered Person can recover benefits under more than one of the Benefits stated in the Schedule of Benefits, as a result of the same Accident, 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 accident policy written by Us, We will pay under only one policy, the policy which offers the Covered Person the largest benefit.

#### **SECTION 7: DESCRIPTION OF BENEFITS**

The following Provisions explain the benefits available under the Policy. Please see the

Schedule of Benefits for the applicability of these benefits on a class level.

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

We will pay the Benefit Amount shown below, if Injury to the Covered Person results, within the Time Period for Loss from date of Accident shown in the Schedule of Benefits, in any one of the losses shown below. The Principal Sum is shown in the Schedule of Benefits.

<b><u>Covered Loss</u></b>	<b><u>Benefit Amount</u></b>
Life	100% of the Principal Sum
Two or more Members	100% of the Principal Sum
One Member	50% of the Principal Sum
Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Four Fingers of the Same Hand	20% of the Principal Sum

**Definition:** For this benefit  
**Member** means hand or foot, sight, speech, and hearing.

**Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Severance** means the complete separation and dismemberment of the part from the body.

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### **EMERGENCY MEDICAL EVACUATION REPATRIATION BENEFIT**

We will pay Maximum Benefit as shown in the Schedule of Benefits for expenses incurred for the medical evacuation or repatriation of a Covered Person. Benefits are payable if the Covered Person:

1. is traveling outside of his or her Home Country;
2. suffers an Injury or Sickness during the course of the covered Trip; and
3. requires Emergency Medical Evacuation.

Benefits will not be payable unless:

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

**Definition:** For this benefit  
**Emergency Medical Evacuation** means:

1. the Covered Person's immediate transportation from the place where he or she suffers an Injury or Sickness to the nearest: Hospital; or other medical facility where appropriate medical treatment can be obtained; or
2. the Covered Person's transportation to his or her Home Country to obtain further medical treatment in a: Hospital; or other medical facility; or to recover after suffering an Injury or Sickness.

An Emergency Medical Evacuation also includes: Medically Necessary medical treatment; medical services; and medical supplies necessarily received in connection with such transportation.

After Hospitalization or treatment for a covered Injury or Sickness, if the Covered Person is unable to continue his Trip, Our designated assistance provider, in conjunction with the local attending Doctor and/or the Covered Person's habitual Doctor, will organize the Covered Person's return to his or her Home Country or country of permanent assignment. If the gravity of the situation so dictates, Our designated assistance provider will ensure that appropriate medical care is provided to the Covered Person during the return Trip. If Our designated assistance provider and the local attending medical practitioner consider the Covered Person stable enough to be medically repatriated, without endangering the Covered Person's health, and the Covered Person refuses repatriation, We will continue to pay medical expense benefits incurred after the date repatriation was recommended only up to the amount that would have been payable for the medical repatriation, subject to policy maximums and limitations.

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

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#### **EMERGENCY REUNION BENEFIT**

We will reimburse up to the Maximum Benefit shown in the Schedule of Benefits, to have one of the Insured's Immediate Family Members accompany him or her to the Covered Person's Home Country or Hospital where the Covered Person is confined if:

1. the Emergency Medical Evacuation Repatriation Benefit is payable under the Policy; and
2. the Insured is alone outside of his or her Home Country; and

In addition, We will pay the reasonable expenses incurred for lodging and meals of the Insured's Immediate Family Member for a period not to exceed 7 days.

This benefit will not exceed the lesser of:

1. the cost of one round-trip economy airfare ticket and other local travel related expenses; or
2. the reasonable expenses incurred for lodging and meals of the Insured's Immediate Family Member for a period of 7 days.
3. the Benefit Amount shown in the Schedule of Benefits.

We must authorize all expenses in advance for any benefit to be payable.

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#### **FAMILY REUNION BENEFIT**

We will reimburse up to the Maximum Benefit shown in the Schedule of Benefit, if, while the Covered Person is traveling, he or she suffers an Injury or Sickness and must be confined in a Hospital for at least 3 consecutive days or if the Covered Person is medically evacuated to another location, We will reimburse the expenses for transportation and lodging for a Family Member to join the Covered Person during his or her stay in the Hospital. All transportation and lodging arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the usual level of charges for similar transportation or lodging in the locality where the expense is incurred. Benefits will not be paid unless all expenses are approved in advance by Us, and services are rendered by the Company's assistance provider.

**Definition:** For this benefit  
**Family Member** means a Covered Person's parent; sister; brother; husband; wife; or children.

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## **OUT OF COUNTRY MEDICAL EXPENSE BENEFITS**

We will pay Maximum Benefit shown in the Schedule of Benefits, for Covered Expenses from a Covered Accident or Sickness. These benefits are subject to the: Deductibles; Coinsurance Maximum Rates; Benefit Periods; and other terms or limits shown in the Schedule of Benefits.

Out of Country Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Medical Expenses that the Covered Person receives; and
3. when the first charges are incurred within 30 days after the date of the Covered Accident or Sickness.

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

### **Covered Medical Expenses**

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital confined; and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
2. Ancillary hospital expenses: services and supplies including: operating room; laboratory tests; anesthesia; and medicines (excluding take home drugs) when Hospital confined. This does not include personal services of a non-medical nature.
3. Daily intensive care unit expenses: the daily room rate when a Covered Person is Hospital confined in a bed in the intensive care unit; and nursing services other than private duty nursing services.
4. Medical emergency care (room and supplies) expenses: incurred within 72 hours of an Accident and including: the attending Doctor's charges; X-rays; laboratory procedures; use of the emergency room; and supplies.
5. Newborn nursery care expenses.
6. Outpatient surgical room and supply expenses for use of the surgical facility.
7. Outpatient: diagnostic x-rays; laboratory procedures; and tests.
8. Doctor non-surgical treatment/examination expenses (excluding medicines) including: the Doctor's initial visit; each Medically Necessary follow-up visit; and consultation visits when referred by the attending Doctor.
9. Doctor's surgical expenses. If an Injury or Sickness requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session but through different incisions, We will pay as shown in the Schedule of Benefits for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.
10. Assistant surgeon expenses when Medically Necessary
11. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
12. Outpatient laboratory test expenses.
13. Physiotherapy physical medicine/chiropractic/acupuncture expenses on an inpatient or outpatient basis. Expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including: diathermy; ultrasonic; whirlpool; or heat treatments; adjustments; manipulation; massage; or any form of physical therapy.
14. Chiropractic expenses on an inpatient or outpatient basis.
15. X-ray expenses (including reading charges) but not for dental x-rays.

16. Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is: whole; sound; and a natural tooth at the time of the Accident; and emergency alleviation of dental pain.
17. Dental expenses for impacted wisdom tooth.
18. Outpatient registered nurse services if ordered by a Doctor.
19. Ambulance expenses for transportation from the emergency site to the Hospital.
20. Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
21. Prescription Drug Expenses including: dressings; drugs; and medicines prescribed by a Doctor and administered on an outpatient basis.
22. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for a Covered Person. We will not cover: computers; motor vehicles; or modifications to a motor vehicle; ramps and installation costs; eyeglasses; and hearing aids.
23. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.
24. Eyeglasses; contact lenses; and hearing aids; when damage occurs in a Covered Accident that requires medical treatment.
25. Expenses due to an aggravation or re-Injury of a Pre-Existing Condition.
26. Emergency medical treatment of pregnancy.
27. Therapeutic termination of pregnancy.

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#### **REPATRIATION OF REMAINS BENEFIT**

We will pay the Maximum Benefit as shown in the Schedule of Benefits for preparation and return of a Covered Person's body to his or her Home Country if he or she dies due to an Injury or Sickness while on a covered Trip. Covered expenses include:

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

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

#### **SECTION 8: HAZARDS INSURED AGAINST**

We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident or Sickness occurs. Unless otherwise specified, We will pay benefits only once for any one Covered Accident or Sickness, even if it is covered by more than one hazard.

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#### **Travel Coverage (24 Hour Coverage)**

The Covered Loss must take place while:

1. traveling or making a short stay of 12 months or less away from the Covered Person's Home Country; and

#### **Exposure and Disappearance**

Coverage under this Hazard includes exposure to the elements after the: forced landing; stranding; sinking; or wrecking of a vehicle in which the Covered Person was traveling.

A Covered Person is presumed dead if:

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

**Owned Aircraft Not Covered** – Benefits will not be paid if loss occurs on an aircraft: owned; leased; or controlled by the Policyholder, or any of the Policyholder’s affiliates. An aircraft will be deemed “controlled” by the Policyholder if the Policyholder may use it for more than 10 straight days, or more than 15 days in any year.

## **SECTION 9: SCOPE OF COVERAGE**

### **Primary Benefits**

We will pay the applicable benefit, subject to the deductible and benefit period as shown in the Schedule of Benefits. Such benefits will be paid on a primary basis, regardless of any other coverage the Covered Person may have.

## **SECTION 10: EXCLUSIONS**

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

1. suicide or attempted suicide.
2. Intentionally self-inflicted Injury.
3. war or any act of war, whether declared or not.
4. piloting or serving as a crewmember.
5. commission of, or attempt to commit: a felony; an assault; or other illegal activity.
6. active participation in a riot, or insurrection.
7. flight in; boarding; or alighting from an aircraft or any craft designed to fly above the Earth’s surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. a passenger in a military aircraft flown by the Air Mobility Command or its foreign equivalent.
8. travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle.
9. an Accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, except while participating in driver's education Program.
10. Injury or Sickness covered by: Workers’ Compensation; Employer’s Liability Laws; or benefits.
11. travel in any aircraft: owned; leased; or controlled by the Policyholder; or any of its subsidiaries or affiliates. An aircraft will be deemed to be “controlled” by the Policyholder if the aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year.
12. an Accident that occurs while on active duty service in the: military; naval; or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
13. aggravation of an Injury the Covered Person suffered before participating in that Covered Activity, unless We receive a written medical release from the Covered Person’s Doctor prior to engaging in the Covered Activity.
14. Injury or Sickness where the Covered Person’s Trip to the host country is undertaken for treatment or advice for such Injury or Sickness, except as provided in the Policy.

15. participation in any sports activity listed below not specifically authorized, sponsored and supervised by the Policyholder;

rugby; cave diving; cheerleading; motorcycling; rock climbing; ice climbing; mountain climbing; horse riding; base jumping; lacrosse; soccer; gymnastics; bull riding; hockey; football; street lugging; heli-skiing; surfing; motorcycle racing; snowboarding; climbing above 20,000 feet; including: tryouts; practice; or any competitions or games; bungee jumping; parachuting; skydiving; parasailing; hang-gliding; caving or spelunking; extreme skiing; heli-skiing; skiing outside marked trails; mountain climbing; ice climbing; scuba diving; professional or semi-professional sports; extreme sports; body contact sports; hot-air ballooning; snowboarding; base jumping; sail gliding; parakiting; parkour; racing including stunt show or speed test of any motorized or non-motorized vehicle; rodeo activities.

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

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

1. treatment by persons employed or retained by a Policyholder, or by any Immediate Family Member or member of the Covered Person's household.
2. damage to or loss of dentures or bridges; or damage to existing orthodontic equipment (except as specifically covered by the Policy).
3. Injury or death to which a contributing cause is: the Covered Person's violation or attempt to violate any duly-enacted law; or the commission or attempt to commit an assault or a felony; or that occurs while the Covered Person is engaged in an illegal occupation.
4. Injury or death caused while: riding in or on; entering into or alighting from; or being struck by a 2 or 3-wheeled motor vehicle or a motor vehicle not designed primarily for use on public streets and highways.
5. blood; blood plasma; or blood storage; except expenses by a Hospital for processing or administration of blood.
6. cosmetic surgery, except for reconstructive surgery needed as the result of an Injury or Sickness.
7. Any: elective treatment; surgery; health treatment; or examination; including any: service; treatment; or supplies that: (a) are deemed by Us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States.
8. eyeglasses; contact lenses; hearing aids; examinations or prescriptions for them; or repair or replacement of existing artificial limbs; orthopedic braces; or orthotic devices.
9. treatment of Injuries that result over a period of time (such as: blisters; tennis elbow; etc.), and that are a normal, foreseeable result of participation in the Covered Activity.
10. treatment or service provided by a private duty nurse.
11. replacement of: artificial limbs; eyes; and larynx.
12. eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof, unless caused by an Injury incurred while covered under the Policy.
13. covered medical expenses for which the Covered Person would not be responsible for in the absence of the Policy.
14. conditions that are not caused by a Covered Accident or Sickness.
15. participation in any activity or hazard not specifically covered by the Policy.
16. Any: treatment; service; or supply not specifically covered by the Policy.
17. Any: treatment; services; or supplies received by the Covered Person that are incurred or received while he or she is in his or her Home Country.

18. personal comfort or convenience items. These include but are not limited to: Hospital telephone charges; television rental; or guest meals.
19. routine nursery care.
20. routine physicals.
21. cosmetic or plastic surgery, except as a result of Injury.
22. elective surgery.
23. new eye glasses or contact lenses; eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses; or repair or replacement of existing eye glasses or contact lenses.
24. routine dental care and treatment.
25. rest cures or custodial care.
26. organ or tissue transplants and related services.
27. Injury sustained while participating in amateur; club; interscholastic; intercollegiate; professional; or semi-professional sports.
28. confinement or institutional care.
29. maternity and routine nursery care.
30. any expenses covered by any other employer or government sponsored plan for which, and to the extent that the Covered Person is eligible for reimbursement.
31. Services; supplies; or treatment including any period of Hospital confinement which were not: recommended; approved; and certified as necessary and reasonable by a Doctor; or expenses which are non-medical in nature.
32. treatment relating to: birth defects; and congenital conditions; or complications arising from those conditions.
33. expenses incurred for services related to the diagnostic treatment of infertility or other problems related to the inability to conceive a child, unless such infertility is a result of a covered Injury or Sickness.
34. expenses incurred for birth control including surgical procedures and devices.
35. nasal or sinus surgery, except surgery made necessary as the result of a covered Injury a deviated nasal septum including sub mucous resection and surgical correction thereof.
36. expenses incurred in connection with: weak; strained; or flat feet; corns; calluses; or toenails.
37. treatment of acne.
38. expenses incurred for Trips taken for the purpose of seeking medical care.
39. expenses incurred while traveling against the advice of a medical professional.

## **SECTION 11: CLAIM PROVISIONS**

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. Failure to give notice within such time will neither invalidate nor reduce any claim if it was not reasonably possible to give such notice and that notice was given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

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

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. Failure to furnish such proof within the time required



will neither invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is sent as soon as reasonably possible.

**Claimant Cooperation Provision:** Failure of a claimant to cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims:** Unless an optional periodic payment is stated, benefits will be paid immediately after We receive written (or authorized electronic or telephonic) proof of loss.

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

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

All other benefits due and not assigned will be paid to the Covered Person, if living.

Otherwise, the benefits may, at our option, be paid:

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

If a benefit due is payable to:

1. the Covered Person's estate; or
2. the Covered Person or a beneficiary who is either a minor or is not competent to give a valid release for the payment,

We may pay any amount due to some other person. The other person will be one who we believe is entitled to the payment and who is related to the Covered Person or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith.

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

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

The Insured is the beneficiary for any covered Dependent.

**Payment of Medical Claims:** At the request of: the Covered Person; or his or her parent or guardian; if the Covered Person is a minor, medical benefit may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

**Physical Examinations And Autopsy:** We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies: when a

claim is pending; or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law or religious law forbids it. We will pay the cost of the examination or autopsy.

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

**Recovery of Overpayment or Error:** If benefits are overpaid, or paid in error, We have the right to recover the amount overpaid, or paid in error, by any or all of the following methods:

1. A request for lump sum payment of the amount overpaid, or paid in error.
2. Reduction of any proceeds payable under the Policy by the amount overpaid, or paid in error.
3. Taking any other action available to Us.

**Subrogation:** We may recover any Medical Expense benefits paid under the Policy to the extent a Covered Person is paid for the same Injury or Sickness by: a third party; another insurer; or the Covered Person's uninsured motorists insurance. We may only be reimbursed to the amount of the Covered Person's recovery. Further, We have the right to offset future benefits payable to the Covered Person under the Policy against such recovery.

We may file a lien in a Covered Person's action against the third party and have a lien on any recovery that the Covered Person receives whether by: settlement; judgment; or otherwise; and regardless of how such funds are designated. We shall have a right to recovery of the full amount of benefits paid under the Policy for the Injury or Sickness, and that amount shall be deducted first from any recovery made by the Covered Person. We will not be responsible for the Covered Person's attorney's fees or other costs.

Upon request the Covered Person must complete the required forms and return them to Us or Our authorized agent. The Covered Person must cooperate fully with Us or Our representative in asserting its right to recover. The Covered Person will be personally liable for reimbursement to Us to the extent of any recovery obtained by the Covered Person from any third party. If it is necessary for Us to institute legal action against the Covered Person for failure to repay Us, the Covered Person will be personally liable for all costs of collection, including reasonable attorneys' fees.

## SECTION 12: PREMIUM PROVISIONS

**Premiums:** The premiums for the Policy will be based on the rates currently in force, the plan, and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 45 days advanced written notice. No change in rates will be made until 1 year after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division; subsidiary; affiliated organization; or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.
4. There is a misrepresentation in the information We relied on in establishing the rate.
5. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

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

**Payment of Premium:** The first premium is due on the Policy Effective Date. After that, premiums will be due annually unless We agree with the Policyholder on some other method of premium payment. The Policyholder shall remit the premium to Us.

If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end upon the expiration of the Grace Period. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

**Reinstatement:** If any renewal premium is not paid within the time granted the Policyholder per payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept the premium, without requiring an application for reinstatement, shall reinstate the Policy. If We or our agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval for the application by Us, or if not approved, upon the forty-fifth (45<sup>th</sup>) day following the date of the conditional receipt unless We have previously notified the Policyholder in writing of disapproval of the application. The reinstated Policy shall cover only loss resulting from any accidental injury sustained after the date of reinstatement that begins more than ten (10) days after that date. In all other respects We and the Policyholder shall have the same rights as they had under the Policy immediately before the due date of the defaulted premium, subject to any endorsements attached in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

### SECTION 13: GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy (including any endorsements or amendments), and the signed application of the Policyholder are the entire contract. Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall: void the insurance; reduce the benefits; or be used in defense of a claim for loss incurred; unless: it is contained in a written application; and a copy is provided to the person who made such statement (or their beneficiary or representative).

To be valid, any change or waiver must be in writing. It must: be signed by our President or Secretary; and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

**Policy Effective Date And Termination Date:** The Policy begins on the Policy Effective Date at 12:01 AM Standard Time at the address of the Policyholder where the Policy is delivered. Either We or the Policyholder may terminate the Policy on any Premium Due Date by giving 31 days advance written notice to the other party. The Policy may be terminated at any time by mutual written consent of the Policyholder and Us. The Policy terminates automatically on the earlier of: 1) the end of the Policy Term shown in the Schedule of Benefits; or 2) the Premium due date if Premiums are not paid when due, subject to the Grace Period. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

**Assignment:** The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.

**Clerical Error:** If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the Policy terms.

**Examination Of Records And Audit:** We shall be permitted to examine and audit the Policyholder's books and records: at any time during the term of the Policy; and within 2 years after the termination of the Policy as they relate to the premiums or subject matter of this insurance.

**Certificates Of Insurance:** Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

**Conformity With State Laws:** On the effective date of the Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

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

**Catlin Insurance Company, Incorporated**  
**2800 Post Oak Blvd., Suite 4050, Houston, TX 77056**  
**A Stock Insurance Company**

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**OUT OF COUNTRY MEDICAL EXPENSE ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY AND CERTIFICATE. PLEASE READ IT CAREFULLY.**

**POLICYHOLDER:** University of Pennsylvania;  
**POLICY NUMBER:** BAH-4000980-0818  
**RIDER EFFECTIVE DATE:** August 1, 2018;

This Endorsement is made part of the Policy and Certificate to which it is attached as of the Effective Date shown above. Any changes in coverage apply only with respect to accidents that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Blank Endorsement.

It is hereby understood and agreed that the following changes are made and incorporated into the Policy and Certificate:

Class 1 - 3

**OUT OF COUNTRY MEDICAL EXPENSE BENEFITS**

Maximum Benefit: \$500,000;

Deductible: \$350 per Policy Term;

Co-Pay: \$25 for generic RX, \$50 for all other RX

Doctors Visit: \$25, waived for treatment at the student health center;

Hospital Room and Board: \$150

Emergency Room: \$150;

Co-insurance Rate:

Single 80% of all Covered Expenses up to \$25,000; 100% thereafter. The maximum out of pocket expenses is \$5,000. Deductibles, co-payments and non-covered charges do not count toward satisfying the \$5,000 out of pocket expense

Family: 80% of All Covered Expenses up to \$50,000; 100% thereafter. The maximum out of pocket expenses is \$10,000. Deductibles, co-payments and non-covered charges do not count toward satisfying the \$10,000 out of pocket expense

Maximum Benefit Period: Policy Term from the date of the Covered Accident or Sickness;

Maximum for Pre-existing Conditions: \$50,000

The Pre-existing Conditions exclusion is waived for prior creditable coverage;

Maximum for Dental Treatment (injury only): \$2,500;

Maximum for In-Patient:

Maximum for Room & Board: 80% of Usual and Customary

Maximum for Intensive Care: 80% of Usual and Customary

Maximum for Hospital Miscellaneous Expenses: 80% of Usual and Customary

Maximum for Physiotherapy: 80% of Usual and Customary

Maximum for Surgery: 80% of Usual and Customary

Maximum for Anesthetist Services:	80% of Usual and Customary
Maximum for Assistant Surgeon:	80% of Usual and Customary
Maximum for Registered Nurse Services:	80% of Usual and Customary
Maximum for Physician's Visits:	80% of Usual and Customary
Maximum for Psychotherapy:	80% of Usual and Customary up to a maximum of 30 days

Maximum for Outpatient:

Maximum for Surgery	80% of Usual and Customary
Maximum for Day Surgery Miscellaneous	80% of Usual and Customary
Maximum for Anaesthetist Services	80% of Usual and Customary
Maximum for Assistant Surgeon	80% of Usual and Customary
Maximum for Miscellaneous Benefit	Not Applicable
Maximum for Physician Visits	80% of Usual and Customary
Maximum for Physiotherapy 30 visit maximum per policy year	80% of Usual and Customary
Maximum for Chiropractic Care Per policy year benefit	80% of Usual and Customary up to a maximum of \$5,000
Maximum for Medical Emergency Expense \$150 Insured Co-payment per visit	80% of Usual and Customary
Maximum for Diagnostic X-ray	80% of Usual and Customary
Maximum for Radiation Therapy	80% of Usual and Customary
Maximum for Laboratory Procedures	80% of Usual and Customary
Maximum for Miscellaneous Test and Procedures	80% of Usual and Customary
Maximum for Shots or Injections	80% of Usual and Customary
Maximum for Chemotherapy	80% of Usual and Customary
Maximum for Psychotherapy	80% of Usual and Customary up to 30 visits

Maximum for Other Benefits:

Maximum for Ambulance Services	80% of Usual and Customary
Maximum for Braces and Appliances	80% of Usual and Customary to maximum of \$5,000
Maximum for Consultant Physician Services	80% of Usual and Customary
Maximum for Durable Medical Equipment	80% of Usual and Customary
Maximum for Unallocated Injury Benefit	80% of Usual and Customary
Maximum for Venereal Disease	80% of Usual and Customary
Maximum for Routine Newborn Hospital Nursery Care	80% of Usual and Customary and Customary up to a maximum of \$1,000
Maximum for CAT scan; MRI; for a covered condition \$100 Insured Co-payment per test	80% of Usual and Customary
Maximum for Telehealth Service and Telemedicine Service	80% of Usual and Customary
Maximum for Acquired Brain Injury Treatment	80% of Usual and Customary
Maximum for Prosthetic Devices and Orthotic Devices	80% of Usual and Customary

Class 4 - 6

**OUT OF COUNTRY MEDICAL EXPENSE BENEFITS**

Maximum Benefit: \$600,000;  
Deductible: \$100 per Policy Term;

Co-Pay: \$20 for generic RX, \$50 for all other RX \$15 Oral Contraceptives  
 Doctors Visit: \$25, waived for treatment at the student health center;  
 Hospital Room and Board: \$100  
 Emergency Room: \$100

Co-insurance Rate:

Single 90% of all Covered Expenses up to \$20,000; 100% thereafter The maximum out of pocket expenses is \$2,000. Deductibles, co-payments and non-covered charges do not count toward satisfying the \$2,000 out of pocket expense

Family: 90% of All Covered Expenses up to \$40,000; 100% thereafter. The maximum out of pocket expenses is \$4,000. Deductibles, co-payments and non-covered charges do not count toward satisfying the \$4,000 out of pocket expense

Maximum Benefit Period: Policy Term from the date of the Covered Accident or Sickness;  
 Maximum for Pre-existing Conditions: \$50,000

The Pre-existing Conditions exclusion is waived for prior creditable coverage;

Maximum for Dental Treatment (injury only): \$2,500;

Maximum for In-Patient:

Maximum for Room & Board:	90% of Usual and Customary
Maximum for Intensive Care:	90% of Usual and Customary
Maximum for Hospital Miscellaneous Expenses:	90% of Usual and Customary
Maximum for Physiotherapy:	90% of Usual and Customary
Maximum for Surgery:	90% of Usual and Customary
Maximum for Anesthetist Services:	90% of Usual and Customary
Maximum for Assistant Surgeon:	90% of Usual and Customary
Maximum for Registered Nurse Services:	90% of Usual and Customary
Maximum for Physician's Visits:	90% of Usual and Customary
Maximum for Psychotherapy:	90% of Usual and Customary up to a maximum of 30 days

Maximum for Outpatient:

Maximum for Surgery	90% of Usual and Customary
Maximum for Day Surgery Miscellaneous	90% of Usual and Customary
Maximum for Anaesthetist Services	90% of Usual and Customary
Maximum for Assistant Surgeon	90% of Usual and Customary
Maximum for Miscellaneous Benefit	Not Applicable
Maximum for Physician Visits	90% of Usual and Customary
Maximum for Physiotherapy	
30 visit maximum per policy year	90% of Usual and Customary
Maximum for Chiropractic Care	
Per policy year benefit	90% of Usual and Customary up to a maximum of \$5,000
Maximum for Medical Emergency Expense	
\$100 Insured Co-payment per visit	90% of Usual and Customary
Maximum for Diagnostic X-ray	90% of Usual and Customary
Maximum for Radiation Therapy	90% of Usual and Customary
Maximum for Laboratory Procedures	90% of Usual and Customary
Maximum for Miscellaneous Test and Procedures	90% of Usual and Customary
Maximum for Shots or Injections	90% of Usual and Customary
Maximum for Chemotherapy	90% of Usual and Customary
Maximum for Psychotherapy	90% of Usual and Customary up to 30 visits

Maximum for Other Benefits:

Maximum for Ambulance Services	90% of Usual and Customary
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Maximum for Braces and Appliances	90% of Usual and Customary to maximum of \$5,000
Maximum for Consultant Physician Services	90% of Usual and Customary
Maximum for Durable Medical Equipment	90% of Usual and Customary
Maximum for Unallocated Injury Benefit	90% of Usual and Customary
Maximum for Venereal Disease	90% of Usual and Customary
Maximum for Routine Newborn Hospital Nursery Care	90% of Usual and Customary and Customary up to a maximum of \$1,000
Maximum for CAT scan; MRI; for a covered condition	
\$100 Insured Co-payment per test	90% of Usual and Customary
Maximum for Telehealth Service and Telemedicine Service	90% of Usual and Customary
Maximum for Acquired Brain Injury Treatment	90% of Usual and Customary
Maximum for Prosthetic Devices and Orthotic Devices	90% of Usual and Customary

2. It is hereby understood and agreed that the Covered Medical Expenses under the Out of Country Medical Expense Benefits is amended to include the following:

28. Pregnancy when conception occurs while covered under the Policy.

All other provisions of the Policy and Certificate remain unchanged.

The President and Secretary of Catlin Insurance Company, Inc witness this Plan.




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**Joseph Tocco**  
President




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**Toni Ann Perkins**  
Secretary