

# Lloyd's

This insurance is underwritten by certain Underwriters at Lloyd's, London

Insured:

Certificate Number:

## USAWAY INTERNATIONAL MAJOR MEDICAL

This Certificate of Insurance confirms that in return for payment of the Premium stated in the Declarations, certain Underwriters at Lloyd's have agreed to reimburse You for certain medical expenses in accordance with the terms set out in this Certificate.

In accepting this insurance, the Underwriters have relied on the information and statements that You have provided on the date which is stated in the Declarations. You should read this Certificate carefully and if it is not correct, please contact the Coverholder. It is an important document and You should keep it in a safe place with all other papers relating to this insurance.

Coverage under this Certificate will begin on the Effective Date at 12:01 AM. Coverage will end on the Expiry Date at 11:59 PM. All times will be the Local Standard Time at the address stated in the Declarations. For the insurance described in this Certificate to be effective there must not have been any material changes to Your health as described in Your application or online enrollment for coverage between the date You signed the application or completed the online enrollment and the Effective Date of the insurance described in this Certificate. If there have been any material changes in Your health during this time period, this Certificate must be immediately returned with a written description of such changes for Underwriters' review and consideration as to issuance of coverage.

**Notice of Nonrenewability:** This insurance is not renewable. New Terms of Insurance may be secured at the option of the Underwriters and then only upon submission of a new satisfactory application or online enrollment.

THIS IS NOT QUALIFYING HEALTH COVERAGE ("MINIMUM ESSENTIAL COVERAGE") THAT SATISFIES THE HEALTH COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF YOU DON'T HAVE MINIMUM ESSENTIAL COVERAGE, YOU MAY OWE AN ADDITIONAL PAYMENT WITH YOUR TAXES.

**Important Notice 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'). In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability. ACA requires certain United States citizens and United States residents to obtain ACA compliant health insurance coverage. You should consult Your attorney or tax professional to determine if ACA's requirements are applicable to You.

**The insurance described in this Certificate has coverage limitations and exclusions. Please review the Limitations and Exclusions section.**

**Read this Certificate carefully.** It is a legal contract between the Owner and Us.

## **DECLARATIONS**

Certificate Number:

Name of Owner:

Address:

Name of Insured:

Geographical Area of Coverage:

Effective Date:

Expiry Date:

Issue Date:

Application Date:

Premium:

ESL Tax:

Stamping Fee:

Processing Fee:

Total:

Payment Mode:

Binding Authority Number:

Unique Market Reference:

## **SCHEDULE OF BENEFITS**

## Section 1:

Deductible	\$ <u>(PER CERTIFICATE)</u>
Maximum Benefit	\$ <u>(PER CERTIFICATE)</u>
Global Medical Transportation Coverage and Repatriation of Remains	\$ <u>250,000.00 MAXIMUM</u>

### **Optional Benefits:**

Hazardous Sports and Activity Coverage	\$ _____
Limited War or Act of War Coverage	\$ _____
Limited Terrorism or Act of Terrorism Coverage	\$ _____

## Section 2:

Accidental Death Benefit	\$ <u>50,000.00 MAXIMUM</u>
Emergency Return Home Benefit	\$ <u>5,000 MAXIMUM</u>
Lost Luggage Benefit	\$ <u>500.00 MAXIMUM</u>
Trip Cancellation Benefit	\$ <u>2,500.00 MAXIMUM</u>

Forms and Endorsements that apply: Application, USAway050117.

Executed by Petersen International Underwriters on:

Date: \_\_\_\_\_

By:



W. Harold Petersen, President

## **DEFINITIONS**

**Accident** means a sudden, unexpected event which occurs at an identifiable time and location during the Term of Insurance.

**Cancer Related Condition** means a condition which arises as a result of cancer, to include but not be limited to, carcinoma, leukemia, lymphoma and sarcoma.

**Cardiac Related Condition** means a condition which affects or is affected by the heart and/or circulatory system. This includes conditions which are directly related to the heart and/or circulatory system or are secondary complications as a result of another condition which then affects the heart and/or circulatory system.

**Common Carrier** means any form of transportation certified for hire to carry passengers.

**Coverholder** means Petersen International Underwriters, a licensed surplus line broker who is a coverholder to Lloyd's, with limited authorization granted by Underwriters to place the insurance described in and to issue this Certificate.

**Custodial Care** means care provided primarily for the non-medical maintenance of a patient or which is designed to assist a patient in essential activities of daily living and which is not primarily provided for its therapeutic value. Activities of daily living include such things as bathing, feeding, dressing, walking and taking oral medicine.

**CPT** means the Current Procedural Terminology. The CPT utilizes codes to identify services performed by Providers.

**Deductible** means the amount of Eligible Expenses that must be incurred and paid by You prior to any amounts being reimbursed by Underwriters.

**Eligible Expenses** means Usual, Customary and Reasonable charges and paid by You for services and supplies which are Medically Necessary and for which coverage is provided under the insurance described in this Certificate.

**Geographic Area** means the country or countries stated in the Declarations. It also includes any countries You travel through directly in route to the specified countries for a period of forty-eight (48) hours.

**Home Health Care** means part-time or intermittent home nursing care by a registered nurse or licensed vocational nurse in a place of residence, including medical supplies, drugs and medications prescribed by a Physician, and laboratory services, but only to the extent that they would have been covered when confined in a Hospital.

## **DEFINITIONS (Continued)**

**Hospital** means a facility which is licensed under state and local laws and regulations to provide, on the order of a Physician, diagnostic and therapeutic services for the medical diagnosis, treatment and care of persons in need of acute inpatient hospital care. Hospital does NOT include health resorts, rest homes, nursing homes, Skilled Nursing Facilities, convalescent homes or other similar institutions.

**Immediate Family Member** means Your mother, father, spouse, brother, sister or children.

**Injury** means an Accidental bodily Injury which:

- a) is sustained by the Insured Person;
- b) is caused by an Accident, and
- c) is the direct cause of loss independent of Sickness, disease or bodily infirmity within twelve (12) months from the date of the Accident.

**Insured** means You, being the person or persons covered by the insurance described in this Certificate.

**Maximum Benefit** means the total amount of Eligible Expenses reimbursable for Section 1 during the Term of Insurance.

**Medically Necessary** means services which are required due to Sickness or Injury and which are appropriate for treatment of the patient according to standards of medical practice generally accepted and provided by the medical community.

**Medicaid** means the program of medical coverage set forth in the Health Insurance for the Aged Act, Subchapter XVIII of the Social Security Amendments of 1965, including any amendments now or later enacted.

**Mental or Nervous Disorders** means any condition which includes any form of neurotic or psychotic condition or behavioral disorder. Conditions may include, but are not limited to: psychiatric disorders, manic disorders, paranoia, schizophrenia, personality disorders, depression, anxiety, due to any cause or any form of chemical imbalance affecting the brain.

**Owner** means the person or entity stated in the Declarations. The Owner has all the rights and privileges under this Certificate.

**Payor** is the person or entity who has paid the Provider.

**Physician** means an individual who is qualified to perform or prescribe surgical or manipulative treatment. A Physician must be recognized (licensed and chartered) by the state or country in which he or she is practicing, cannot be a relative of the Insured, and must practice within the scope of his or her license. Treatment of a Sickness or Injury must be within the knowledge or expertise of the Physician.

## **DEFINITIONS (Continued)**

**Pre-existing Condition** means a condition caused or contributed to by a Sickness or Injury for which medical advice, diagnosis, care or treatment, including the use of prescription medication including but not limited to ongoing conditions(s), was recommended by or received from a licensed health care practitioner, and/or any symptom(s) and/or any condition(s) which would have caused a reasonably prudent person to seek medical attention during the twelve (12) months immediately preceding the Effective Date of the insurance described in this Certificate, whether disclosed or not on Your application or online enrollment.

**Provider** means a Physician, Hospital, or other person or entity that provides health care services which is licensed under state and local laws and regulations to provide, on the order of a Physician, diagnostic and therapeutic services for the medical diagnosis, treatment and care of persons in need of such care.

**Sickness** means an illness or disease.

**Skilled Nursing Facility** means a facility which is licensed under state and local laws and regulations to operate as a Skilled Nursing Facility.

**Term of Insurance** means the time period beginning with the Effective Date and ending with the Expiry Date.

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

**Underwriters** refers to certain Underwriters at Lloyd's, London.

**Usual, Customary and Reasonable, UCR** means the following: The "usual" charge is that fee usually charged by the Provider for a given service or supply. A charge is "customary" when it is within the range of the usual fees charged by Providers of similar training and experience, for the same service or supply within the same Geographic Area as determined by Underwriters. The charge is "reasonable" when it meets the above two (2) criteria or is justifiable as determined by Underwriters in consideration of the special circumstances of the particular case in question.

**War** means war, declared or undeclared, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law or confiscation by order of any government or public authority.

**We, Us** means Underwriters.

**You, Your** means each named Insured.

## BENEFIT PROVISIONS

The insurance described in this Certificate is short-term, major medical coverage intended for indemnification of Eligible Expenses incurred in the specified Geographic Area from Injuries and Sickesses while You are traveling or temporarily living outside the USA. Benefits are paid directly to You to reimburse You for Eligible Expenses incurred in the specified Geographic Area that have been paid by You.

The insurance described in this Certificate is secondary to medical benefits, services or reimbursements from any other source except Medicaid.

### SECTION 1:

#### MEDICAL EXPENSES

Underwriters will reimburse You for any Eligible Expenses listed below incurred within the Geographic Area when Medically Necessary for the diagnosis and treatment of a Sickness or Injury, subject to the terms and limitations described in this Certificate. The insurance described in this Certificate contains a Deductible which must be satisfied before any Section 1 benefits begin. After the Deductible is paid, Underwriters will reimburse You one hundred percent (100%) of Eligible Expenses up to the Maximum Benefit as stated in the Schedule of Benefits.

Benefits are available for:

1. Hospital room and board limited to semi-private daily rate.
2. Hospital intensive care unit.
3. Other Medically Necessary Hospital services and supplies, such as emergency room care, outpatient surgery, diagnostic services, supplies and therapy.
4. Skilled Nursing Facility room and board, provided confinement begins within thirty (30) days following a Medically Necessary Hospital confinement of three (3) days or longer.
5. Home Health Care if hospitalization would have been required if Home Health Care were not provided and the care is provided in accordance with a written plan established and approved by a Physician.
6. Physician services consisting of home, office, and hospital visits, and other medical care and treatment.
7. Ambulance service from Your temporary residence to and from a Hospital in the Geographic Area.
8. Diagnostic services, supplies and therapy.

#### FOLLOW ME HOME COVERAGE

We will reimburse You for Eligible Expenses which occur due to a Sickness or Injury while in the United States of America or any of its territories. Benefits are limited to a maximum of seven (7) days for every month of coverage during the Term of Insurance. One (1) eligible day of coverage will be deducted for each day You are in the United States of America or any of its territories during the Term of Insurance. Benefits shall be excess of any and all other valid insurances.

#### GLOBAL MEDICAL TRANSPORTATION COVERAGE

In addition, if during the Term of Insurance it is Medically Necessary for You to be returned home, We will reimburse You for the costs of Medically Necessary transportation to return You to the facility nearest Your home in Your home country, which can provide appropriate care.

## BENEFIT PROVISIONS (Continued)

### REPATRIATION OF REMAINS

In addition, in the case of death, We will reimburse the costs of delivery of Your remains to a mortuary near Your home.

### Rx COVERAGE

In addition, We will reimburse You for the cost of outpatient prescription medication(s) prescribed by a Physician or surgeon for treatment of an Injury or Sickness, within the Term of Insurance, not to exceed a maximum of \$500.00 in Eligible Expenses in the aggregate during the Term of Insurance, and for a maximum prescribed period of ninety (90) days for any one (1) prescription. Benefits are not provided for Pre-existing Conditions and are only for treatments for newly diagnosed Sickesses or Injuries. We will not reimburse You for the replacement of lost, stolen, damaged, expired or otherwise compromised prescription medication(s).

### COVERED SPORTS AND ACTIVITIES

Participation in the following sports or activities are covered at no additional premium and without the need for prior declaration, when participating on a recreational and non professional basis during the Term of Insurance. Any involvement in these sports and/or activities is subject to Your compliance with local laws and regulations and the use of recommended safety equipment (including but not limited to helmet, harness, knee and/or elbow pads).

- Aerobics
- Archery
- Badminton
- Baseball
- Basketball
- Body boarding (boogie boarding) up to 10 foot waves
- Bowling
- Canoeing/kayaking/ rafting (grade 1 only)
- Cross country running
- Cycling (street)
- Deep sea fishing
- Fencing
- Fishing
- Go karting
- Golf
- Gymnastics (non-competitive)
- Hot air ballooning (organized pleasure rides only)
- Indoor climbing (on climbing wall)
- Jet boating
- Martial arts/karate (non-competitive)
- Paint balling/war games (wearing eye protection)
- Parasailing (over water)
- Rowing
- Running (non-competitive and not marathon)
- Sailing/yachting (if qualified or accompanied by a qualified person and no racing)
- Snorkeling
- Soccer
- Spear fishing up to 30 feet (without tanks)
- Swimming
- Table tennis
- Tennis
- Trampolining
- Trap shooting
- Trekking/hiking (without the need for climbing equipment) up to 10,000 feet above sea level
- Tug of war
- Volleyball

#### Covered Sports and Activites coverage does not include:

1. any sport and/or activity not listed above, or
2. any activity You do as a high school athlete, college athlete, semi-professional athlete, professional athlete, or in a race, or
3. any activity carried out against local warnings or advice, or
4. any activity if it is not carried out in a safe way, or
5. any activity if You act irresponsibly or put Yourself in needless danger.

## BENEFIT PROVISIONS (Continued)

### OPTIONAL BENEFITS

The following are optional benefits available only if elected on the application or online enrollment and the appropriate additional premium has been paid and the optional benefit is stated in the Schedule of Benefits or attached by an endorsement.

### HAZARDOUS SPORTS AND ACTIVITIES COVERAGE

Hazardous Sports and Activities are the following list of activities which are considered to be more than a standard risk. This optional rider will provide up to \$250,000.00, or the Maximum Benefit as stated in the Schedule of Benefits, whichever is less, for eligible expenses incurred by participation in the following:

- Bungee Jumping
- Driving/Riding a motor scooter
- Hang Gliding
- Horseback Riding (no jumping)
- Hiking/Trekking (without the need for climbing equipment) up to 20,000 feet above sea level
- Ice Skating (non-competitive)
- Jet Skiing
- Mountaineering up to 10,000 feet
- Paragliding
- Roller skating/ inline skating
- Scuba diving (up to depth of 60 feet if PADI or equivalent qualified or accompanied by qualified instructor and not diving alone)
- Skydiving with an instructor
- Snow Skiing/ Snowboarding (excluding back country and helicopter skiing/boarding)
- Snowmobiling (trail riding only)
- Surfing up to 10 foot waves
- Tree canopy tours / Zip lining / repelling
- Wake Boarding
- Waterskiing
- White Water Rafting / canoeing / kayaking (grades 2-4 only).
- Windsurfing

#### Hazardous Sports and Activities Rider does not cover:

1. any sport and/or activity not listed in the Hazardous Sports and Activities Coverage description, or
2. any activity You do as a high school athlete, college athlete, semi-professional athlete, professional athlete, or in a race, or
3. any activity carried out against local warnings or advice, or
4. any activity if it is not carried out in a safe way, or
5. any activity if You act irresponsibly or put Yourself in needless danger.

**LIMITED WAR OR ACT OF WAR COVERAGE.** Underwriters will reimburse You for Eligible Expenses which are incurred as a result of Injuries or Sickesses sustained due to war or act of war.

**LIMITED ACT OF TERRORISM COVERAGE.** Underwriters will reimburse You for Eligible Expenses which are incurred as a result of Injuries or Sickesses sustained due to Terrorism or Act of Terrorism. Injuries or Sickesses due to Terrorism or Act of Terrorism involving the use or release of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s) are not covered with this optional benefit.

## **BENEFIT PROVISIONS (Continued)**

### **SECTION 2:**

#### **ACCIDENTAL DEATH**

If in the event that You suffer a fatal Injury We will pay to the beneficiary \$25,000.00. If the Injury was sustained while riding as a passenger on a Common Carrier, We will pay to the beneficiary \$50,000.00 (double indemnity). Limitations - Only one (1) benefit is available per Insured Person. The loss must occur while this Certificate is in force and within 365 days of the date of the Accident. We will pay benefits if the loss was caused by exposure to weather as a result of an Accident. If You are riding in a conveyance which is involved in an Accident which results in the disappearance or sinking of the conveyance and Your body is not found within 365 days of the Accident then We will pay benefits as if the loss occurred within 365 days after the date of the Accident.

#### **EMERGENCY RETURN HOME**

If, during the Term of Insurance, You learn of the death of an Immediate Family Member, or You learn of the substantial destruction of Your home in Your home country by fire, wind, flood or earthquake, We shall reimburse You the cost of an economy one (1) way air or ground transportation ticket for You to return to Your home in Your home country, up to a maximum of \$5,000.00, less any amounts refundable from any other sources.

#### **LOST LUGGAGE**

In the event that Your checked on luggage is completely and totally lost by the airline, We shall pay replacement cost, to a maximum of \$500.00, excess of any and all other valid insurances. To be eligible, You must submit a completed airlines reporting form, proof that the lost luggage was checked on with the airlines at the time of the reported incident and submit copies of any and all claim forms submitted to other sources including, but not limited to a)the airlines, b)credit card companies, and c)homeowner policies.

#### **TRIP CANCELLATION BENEFIT**

If in the two weeks (14 days) prior to Your Effective Date Your entire trip is cancelled due to:

- a) Your death, Sickesses or Injury causing hospitalization or outpatient surgery, or
- b) the death of an Immediate Family Member, or
- c) the substantial destruction of Your home in Your Home Country due to fire, wind, flood or earthquake,

then any unused and non-refundable portion of Your trip, shall be reimbursed up to a maximum of \$2,500.00, excess of \$100.00 each and every loss and all other valid insurances, and any amounts refundable from any other source.

## **TERMINATION OF BENEFITS**

The insurance described in this Certificate will terminate upon the Expiry Date of this Certificate. If on the Expiry Date, You are a patient confined in a Hospital in the specified Geographic Area, benefits will continue until (i) the date You are discharged from the Hospital, or (ii) thirty (30) days beyond the Expiry Date, whichever occurs first.

Specimen

## **LIMITATIONS AND EXCLUSIONS**

All policy limitations and exclusions contained in the Certificate apply to all eligible benefits.

### **LIMITATIONS:**

1. 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'). In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability. ACA requires certain United States citizens and United States residents to obtain ACA compliant health insurance coverage. You should consult Your attorney or tax professional to determine if ACA's requirements are applicable to You.
2. Individuals over age fifty-nine (59), services and supplies for Cardiac Related Conditions and Cancer Related Conditions are limited to either (i) the medical costs of stabilizing Your condition and the transportation costs of returning You to Your home in Your home country or (ii) a maximum reimbursement for Eligible Expenses of \$25,000.00, at Our option.
3. The maximum Eligible Expense room and board charge for an intensive care unit is three (3) times the Provider's semi-private room and board charge.
4. The maximum Eligible Expense for outpatient prescription medication(s) is \$500.00 in the aggregate and during the Term of Insurance for a maximum prescribed period of ninety (90) days for any one (1) prescription.
5. Insured age 70-74 is limited to \$250,000.00 Maximum Benefit, all other terms and conditions apply.
6. Insured age 75-79 is limited to \$100,000.00 Maximum Benefit, all other terms and conditions apply.
7. Insured age 80-84 is limited to \$50,000.00 Maximum Benefit, all other terms and conditions apply.
8. You may only receive benefits from one USAway International Major Medical Certificate issued by Petersen International Underwriters during a specific Term of Insurance. In the event of overlapping USAway International Major Medical Certificates issued by Petersen International Underwriters, the Certificate with the earlier Effective Date will be the only Certificate with available benefits during the overlapping Term of Insurance.

## **LIMITATIONS AND EXCLUSIONS (Continued)**

All policy limitations and exclusions contained in the Certificate apply to all eligible benefits.

### **EXCLUSIONS – Section 1:**

1. Expenses for supplies and services that were incurred in the United States of America or any of its territories after the Follow Me Home Coverage has been exhausted.
2. Any expense which You are not legally obligated to pay.
3. Services which are not Medically Necessary or are not furnished by and under supervision of a Physician.
4. Expenses for services and supplies for which You are entitled to benefits, services or reimbursement through the Veterans' Administration, Workers' Compensation insurance, any private health plan or from any other source except Medicaid.
5. Expenses in excess of UCR.
6. Intentional self-inflicted injuries while sane or insane.
7. Treatment for alcoholism, drug addiction, allergies, and/or Mental or Nervous Disorders and all related symptoms and side effects.
8. Rest cures, quarantine or isolation.
9. Cosmetic surgery unless necessitated by an accidental Injury.
10. Dental exams, dental x-rays and general dental care except as a result of an accidental Injury.
11. Eye glasses or eye examinations.
12. Hearing aids or hearing examinations.
13. General or routine examinations.
14. Injuries sustained from participation in Hazardous Sports and Activities.\*
15. Pregnancy and pregnancy-related conditions including but not limited to fertility, pre-natal care, childbirth, miscarriage, abortion or postpartum conditions.
16. Injuries or Sickesses due to War or any act of War whether declared or undeclared.\*
17. Injuries or Sickesses due to Terrorism or Act of Terrorism whether declared or undeclared.\*
18. Injuries or Sickesses due to an Act of Terrorism involving the use or release of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).
19. Injuries or Sickesses sustained while committing a criminal or felonious act.
20. Expenses incurred for or resulting from pain which is not supported by medical diagnosis.
21. Cataract surgery.
22. Any elective surgery, including but not limited to complications of previous elective or cosmetic surgeries.
23. Custodial Care.
24. Expenses for supplies and services that were not incurred within the specified Geographic Area.
25. Pre-existing conditions.

\* This exclusion can be removed if the appropriate additional premium has been paid and the optional benefit is stated in the Schedule of Benefits or attached by an endorsement.

## **LIMITATIONS AND EXCLUSIONS (Continued)**

All policy limitations and exclusions contained in the Certificate apply to all eligible benefits.

### **EXCLUSIONS – Section 2:**

1. Accidental Death benefit does not cover a fatal Injury caused or contributed to by:
  - war, declared or undeclared, or acts of terrorism (unless such coverage is applied for and the appropriate additional premium has been paid);
  - intentional self inflicted Sickness or Injury;
  - committing a criminal or felonious act;
  - taking of illegal or non-prescribed drugs, or addiction or misuse of prescription drugs;
  - being under the influence of alcohol, as defined by the vehicle code of the state or province in which the Accident has occurred.
2. Trip Cancellation benefit excludes any condition or set of circumstances known to the Insured at the time the trip was booked or this Certificate was effected, whichever is the later, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation of the Insured's trip.

## CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of a claim must be given to Us within twenty (20) days after the date Eligible Expenses are incurred, or as soon after that as reasonably possible. Notice given by You or on Your behalf to the Coverholder indicated in this Certificate at the following address that identifies You will be sufficient notice: **PETERSEN INTERNATIONAL UNDERWRITERS**, 23929 Valencia Boulevard, Second Floor, Valencia, CA 91355.

**CLAIMS FORMS:** Underwriters will furnish forms for filing proof of loss upon receipt of notice of claim.

**PROOF OF LOSS:** Written proof of loss must be given to Underwriters within ninety (90) days after the date Eligible Expenses are incurred. Failure to furnish written proof of loss within that time will not reduce the claim if it was not possible to give proof within the time required. However, proof may not be furnished later than one (1) year from the time proof is normally required, except in the case of legal incapacity. Written proof of loss includes, but is not limited to:

- 1) Completed claim form.
- 2) Signed authorization for release of medical records.
- 3) Original receipts from Providers, or copies of canceled checks or credit card payments plus a copy of a Provider statement or bill. All receipts must contain legible information to determine the name and address of the Provider; the diagnosis; the treatment rendered; the date of service; and the payment made to Provider.

In addition, Underwriters reserve the right to verify Your proof of loss by obtaining any or all necessary medical records or other necessary information from other sources. This will be obtained at Underwriter's expense.

**TIME OF PAYMENT OF CLAIMS:** Underwriters will reimburse You for all benefits due upon receipt of written proof of loss and verification of loss.

**PAYMENT OF CLAIMS:** Benefits are paid directly to the Payor to reimburse the Payor for eligible medical expenses which have been paid by the Payor unless Underwriters agree to pay the Providers directly.

**ACTS OF THIRD PARTIES:** In the event You are injured through the wrongful act, negligence or omission of another person, Underwriters will reimburse You under the insurance described in this Certificate. However, Underwriters will have the right to recover the amounts Underwriters pay that You collect from the liable third party. You agree, as a condition of coverage, to reimburse Underwriters immediately upon collection of damages, whether by action at law, settlement or otherwise, and to cooperate with Underwriters fully by furnishing information, forms, assignments or liens which will enable Underwriters to recover from the liable third party.

**RIGHT TO KNOW UCR:** You have the right to know the Usual, Customary and Reasonable (UCR) rates for all Eligible Expenses. To determine the UCR, You must provide Underwriters with the appropriate CPT code which can be obtained from Your Provider. Providing UCR information to You prior to Your incurring and paying this amount, does not waive Underwriter's rights to adjust, negotiate, or investigate Your claim. Underwriters reserve the right to negotiate settlements and/or contracts with Providers instead of paying UCR.

## **CLAIM PROVISIONS (Continued)**

**PYHICAL EXAMINATION:** Underwriters have the right to examine You at Underwriter's expense during the length of any claim and Underwriters may do so as often as Underwriters find necessary. Underwriters further reserve the right to have any claim monitored by a claims manager in cooperation with Your Physician.

**CLAIMS AFTER EXPIRY DATE:** Expenses incurred after the Expiry Date are not covered. If You are hospitalized on the Expiry Date, benefits will continue for a maximum of thirty (30) days or until You are released from the Hospital, whichever is sooner.

## GENERAL PROVISIONS

**PREMIUMS:** Premiums must be paid in advance and are non-refundable.

**GRACE PERIOD:** After payment of the first premium installment, Underwriters will allow You a grace period of thirty-one (31) days following a premium installment due date to pay subsequent premiums. During this grace period, the insurance described in this Certificate will remain in force. You will be liable for payment of premium for the Term of Insurance described in this Certificate.

**UNPAID PREMIUM:** If unpaid premiums exist at the time benefits are paid under this Certificate the amount of premium unpaid may be deducted from any benefits paid.

**TERMINATION FOR NONPAYMENT:** If any premium is not paid before the end of the grace period, the insurance described in this Certificate will immediately cease to be in force as of the premium due date.

**NEW TERM OF INSURANCE:** A new Term of Insurance may be offered subject to full underwriting. A new Term of Insurance may contain new terms, new premium and/or other modifications, or be declined. No new Term of Insurance will be offered if there are any open claims. Underwriters reserve the right to not make any offers for a new Term of Insurance for any reason.

**ASSIGNMENT:** The insurance described in this Certificate may not be assigned, in whole or in part, without the prior written consent of Underwriters.

**NOTICES:** All notices, claims, proofs of loss and other communication must be sent to Underwriters in care of PETERSEN INTERNATIONAL UNDERWRITERS, 23929 Valencia Boulevard, Second Floor, Valencia, CA 91355.

**CORRESPONDENCE TO CERTIFICATE OWNER:** Any form of communications from Us shall be to the Certificate Owner. Communications to the Owner shall be considered communications to You.

**FRAUD OR MATERIAL MISSTATEMENT OR CONCEALMENT:** In issuing the insurance described in this Certificate, Underwriters are relying on the accuracy of the representations in Your application or online enrollment. Non-disclosed Pre-existing Conditions may be grounds for rescission of the insurance described in this Certificate. A copy of Your application or online enrollment becomes a part of this Certificate. Material misstatement or concealment of health information made by You or by any person acting on Your behalf may render the insurance null and void and no benefits will be payable.

**MISSTATEMENT OF AGE:** If Your age is incorrectly stated, We will adjust the benefits stated in the Certificate to what the premiums would have purchased if the correct age had been given.

**ENTIRE CONTRACT:** The insurance described in this Certificate or in any attached endorsements or other papers, and Your application or online enrollment make up the entire contract. No agent or broker is allowed to change the insurance in any way. Changes will not be valid unless approved by Underwriters and recorded in writing to be attached to and form part of this Certificate. It is Your responsibility to attach any such endorsements which are mailed after the Coverage is issued.

## **GENERAL PROVISIONS (Continued)**

**UNDERWRITERS LIABILITY:** You or Your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder indicated in this Certificate. In the event of a loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

**GRIEVANCE PROCEDURES:** Should You be dissatisfied with any claim or administration issue, the following steps apply. Notwithstanding any other item set forth herein, the parties hereby agree that any dispute which arises shall follow these procedures:

- 1. General Inquiry:** At any time You have the right to communicate with Us, either directly or through a representative, to seek clarification and assistance on any issue.
- 2. Informal Review:** Should You not be satisfied with the response from Your General Inquiry, You have the right to request an Informal Review. This Informal Review should be requested in writing, but may be verbally requested. The Informal Review should be requested within sixty (60) days following the claim or administrative decision, but in no case before such claim or administrative decision. Underwriters shall respond within a reasonable amount of time.
- 3. Formal Review.** Should You still not be satisfied with the response You received through an Informal Review, then You have the right to request a Formal Review. Please provide a written summary of the issue and any items which may be useful for Us to review. A Formal Review must be requested no more than ninety (90) days following an Informal Review. Underwriters shall respond to Your request within a reasonable amount of time.
- 4. Legal Action.** No legal action may be brought to recover under the insurance described in this Certificate until after the response of a Formal Review. No action may be brought more than one (1) year after the date of the original claim or administrative decision. Legal Action shall not take place prior to a Formal Review.