75HTH0809W (75HTH Washington Policy) 8579 - 0809

Travel Protection Plan

HTH Worldwide

WASHINGTON POLICY
PLAN CODE 75HTH

The material contained within is your Certificate of Insurance. No coverage is in force unless payment has been made for this plan. The Master Policy, available upon request, will govern the final interpretation of any provision or claim.

IMPORTANT: Keep this document and carry a copy with you when you travel. If you need to cancel your trip, contact the company you booked with immediately to cancel your reservation.

FOR CERTIFICATE INQUIRIES OR CUSTOMER SERVICE OR OR EMERGENCY ASSISTANCE 24 HOURS A DAY DURING YOUR TRIP IN THE US, CALL:

(866) 655-3058

COLLECT WORLDWIDE

(858) 810-2016

This plan is administered by HTH Worldwide Insurance Services.

DESCRIPTION OF 24-HOUR EMERGENCY ASSISTANCE SERVICES

(PROVIDED BY HTH'S DESIGNATED PROVIDER)

Available Services

Various 24-Hour Emergency Assistance Services are provided along with the HTH Worldwide plans. A description of all 24-Hour Emergency Assistance Services are contained in this document. The 24-Hour Emergency Assistance Services are only available to persons whose primary residence is in the United States or Canada. This plan is administered by HTH Worldwide Insurance Services.

HOW TO CALL THE 24-HOUR EMERGENCY HOTLINE

If you need emergency help for an available service, you can call toll-free 24 hours a day to (866) 655-3058 from within the United States, or call collect to (858) 810-2016 from around the world.

When calling, you should have available your Policy/Reference number and Plan Code, your location, a local telephone number, and details of the situation. After your coverage has been verified, the assistance provider will assist you. If you cannot call collect from your location, dial direct and give the assistance provider your telephone number and location and they will call you back.

To call collect from a foreign country you may first need to reach a live operator on the line. In some cases, that operator may not understand how to process collect calls to the United States. To be prepared, please visit www.consumer.att.com/global/english/away/directservice.html for information on how to reach an English-speaking operator. If you were unable to reach HTH collect and paid for your call, we will ask you for a number to call you back so you will pay no further charges.

In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance and then contact the assistance provider.

There may be times when circumstances beyond the assistance provider's control hinder their endeavors to provide help services; however, they will make all reasonable efforts to provide services and help resolve your problem.

The assistance provider cannot be held responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond its control, including but not limited to flight conditions, labor disturbance and strike, rebellion, riot, civil commotion, war or uprising, nuclear accidents, natural disasters, acts of God or where rendering service is prohibited by local law or regulations.

The assistance provider's staff will do their best to refer you to the appropriate providers. However, the assistance provider and HTH cannot be held responsible for the quality or results of any services provided by these independent practitioners.

AVAILABILITY OF SERVICES

You are eligible for informational and concierge services at any time after you purchase this plan.

The Emergency Assistance Services become available when you actually start your trip.

Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when you reach your return destination; or when you complete your trip.

The Identity Theft Resolution Services become available on your scheduled departure date for your trip. Services end 180 days (six months) from the date of your scheduled departure date for your trip.

Identity Theft Resolution does not guarantee that its intervention on behalf of you will result in a particular outcome or that its efforts on behalf of you will lead to a result satisfactory to you.

Identity Theft Resolution does not include, and Identity Theft Resolution shall not assist you for thefts involving non-US bank accounts.

INFORMATIONAL SERVICES

The assistance provider offers a wide range of informational services before you leave home and during your trip, including: Visa, Passport, Inoculation and Immunization Requirements, Cultural Information, Temperature, Weather Conditions, Embassy and Consulate Referrals, Foreign Exchange Rates, and Travel Advisories.

EMERGENCY ASSISTANCE SERVICES

Traveling Companion Assistance
If a Traveling Companion loses previously-made travel arrangements due to your medical emergency, the assistance provider will arrange for your Traveling Companion's return home.

Emergency Cash Transfer
If your cash or traveler's checks are lost or stolen, or unanticipated emergency expenses are incurred, the assistance provider will help arrange for an emergency cash transfer in currency, traveler's checks, or other forms as deemed acceptable by the assistance provider. The assistance provider will advance up to $500 after satisfactory guarantee of reimbursement from you.

Legal Referral
The assistance provider will locate attorneys available during regular working hours. Assistance will also be provided to advance bail bond, where permitted by law. You are responsible for contracted legal fees.

Locating Lost or Stolen Items
The assistance provider will assist in locating and replacing lost or stolen luggage, documents and personal possessions.

Replacement of Medication and Eyeglasses
The assistance provider will arrange to fill a prescription that has been lost, stolen or requires a refill, subject to local law, whenever possible. The assistance provider will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc. are your responsibility. The refill may require a visit to a local physician. You should be prepared to furnish the assistance provider with a copy of your original prescription and/or the name and phone number of your regular attending physician.

Embassy and Consular Services
The assistance provider will provide referrals to travelers needing the assistance of U.S. embassies and consulates.

Interpretation/Translation
The assistance provider will assist with telephone interpretation in all major languages or will refer you to an interpretation or translation service for written documents.

Emergency Message Relay
Emergency messages can be relayed to and from friends, relatives, personal physicians and employers.

Pet Return
The assistance provider will arrange for the return of your pet to your home if your pet is traveling with you and you are unable to take care of your pet due to a medical emergency.

Vehicle Return
The assistance provider will make arrangements to have a designated person or provider return your vehicle to your home (or your rental vehicle to the closest rental agency) if you experience a medical emergency or mechanical problems, which prevent you from driving the vehicle.

CONCIERGE SERVICES

City profiles provide travelers access to information on over 10,000 destinations worldwide, including a complete report on local entertainment, social customs, and health advisories.

Epicurean needs arranges the delivery of specialized foods and beverages to your home or office, including gourmet meats and fine wine.

Event ticketing provides tickets to virtually any sporting, theater or concert event worldwide.

Flowers and gift baskets include the purchase and shipment of flowers and gift baskets to friends, family members, and business associates.

Golf outings and tee times provide referrals and tee times at golf courses around the world.

Hotel accommodations offers research and recommendations on hotels worldwide and book reservations if requested by you.

Meet-and-greet services include the pick-ups of friends; family members or business associates at airports or other common carrier destinations by limousine personnel.

Personalized retail shopping assistance includes purchasing selected retail items at your request.

Pre-trip assistance provides information on travel destinations, city profiles, weather, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.

Procurement of hard-to-find items ensures our associates will use every means possible to obtain an obscure or exotic item at your request.

Restaurant reviews and reservations provides you with information on restaurants worldwide and the ability to book reservations from anywhere, anytime.

Rental car reservations provide worldwide reservations through most major rental car agencies.

Airline reservations provide full-service air travel accommodations to destinations worldwide.

DESCRIPTION OF IDENTITY THEFT RESOLUTION SERVICES

(PROVIDED BY HTH'S DESIGNATED PROVIDER)

If you believe you are victim of Identity Theft, please contact our assistance provider at (866) 922-0278. A description of the service and terms of use are provided below. The assistance provider treats each "Identify Theft" as an emergency and, subject to the limitations set forth in this Program Description, performs, for you any or all of the following steps necessary to attempt to undo or prevent further damage upon receipt, by you, of a duly completed and executed "Authorization Form".

- Obtain all pertinent credit information and history from you on the phone to determine if a fraud or theft has occurred.
- Educate you on how Identity Theft occurs and inform you of protective measures to take to avoid further occurrences.
- Provide you with a helpful ID Theft Resolution Kit.
- Provide you with a uniform ID Theft Affidavit ("Affidavit"), answer any question with regard to completing the Affidavit and submit the Affidavit to the proper authorities, credit bureaus, and creditors.
- Obtain list of creditors to be contacted and contact them with separate itemized fraudulent account statements for each fraudulent occurrence.
- Report or assist you in reporting the fraudulent activity to the local authorities and forward a report of the said fraudulent activity to your creditors.
- Notify all three major credit-reporting agencies to obtain a free credit report for you and place an alert on your records with the agencies, and obtain a list of additional creditors from you.
- If the Identity Theft Affidavit proves that you are a victim of Identity Theft, the assistance provider shall provide access via postal mail to credit monitoring to you for one year.

- Place a "security freeze" on your credit records, in states where such law was passed.
- Submit "Authorization Form" and Affidavit to your creditors requesting cancellation of your card(s) and an issuance of a new one(s).
- If other forms of identification were stolen or missing, such as an ATM card, Driver's License, Social Security Card, Passport and so forth, notify or assist you in notifying the appropriate bank or agency of the situation so that you may take appropriate action and reissue a new form of identification.
- Provide you with assistance in filing or submitting paperwork for special ID Theft Protective measures, specific to your state of residence.
- On a weekly basis, until file is closed, contact you with an updated status report.
- When needed, follow up with creditors to ensure that the matter has been properly handled.

This Policy is issued to you. The Policy is issued in consideration of payment of premiums as provided by its terms.

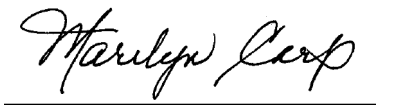
We agree to pay benefits in accordance with all the provisions of this Policy.

Premiums are payable to us or our agent in amounts as set forth by us.

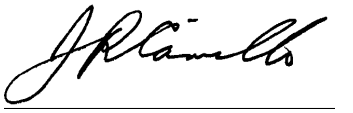
The provisions found on the following attached pages form a part of this Policy as if recited over the signatures shown below.

TEN DAY RIGHT TO EXAMINE POLICY

If you are not satisfied for any reason, you may return this Policy within 10 days after receipt. Your premium will be refunded. When so returned, the Policy is void from the beginning. Return the Policy to our authorized agent. This Policy is executed on the Effective Date, at Columbus, Ohio.



President



Secretary

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE FOR ACCIDENT & HEALTH

Who is Eligible for Coverage

A person who has arranged to take a Covered Trip, and pays the required premium, and is a resident of the United States of America or Canada.

When Coverage Begins

All coverages will take effect on the later of: 1) the date the premium has been received by our authorized agent; 2) the date and time you start your Covered Trip; or 3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip.

When Coverage Ends

Your coverage automatically ends on the earlier of:

1. the date the Covered Trip is completed; or
2. the Scheduled Return Date; or
3. your arrival at the return destination on a round trip, or the destination on a one-way trip; or
4. cancellation of the Covered Trip covered by the plan.

All coverages under the Policy will be extended if your entire Covered Trip is covered by the Policy and your return is delayed by unavoidable circumstances beyond your control.

If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

SUMMARY OF COVERAGES FOR ACCIDENT & HEALTH

Air Flight Accident

We will pay this benefit, up to the amount on the Schedule, if you are injured in an Accident while a passenger in or on an aircraft of a regularly scheduled airline or an air charter company that is licensed to carry passengers for hire while you are on a Covered Trip and covered under the Policy, and you suffer one of the losses listed below within 365 days of the Accident. The Principal Sum is the benefit shown on the Schedule.

Air Flight Benefits

The benefits provided by the Policy for Air Flight applies only if you sustain a covered loss in an Accident which occurs while a passenger in or on, boarding or alighting from an aircraft of a regularly scheduled airline or an air charter company that is licensed to carry passengers for hire.

Loss:	Percentage of Principal Sum Payable:
Life	100%
Both Hands; Both Feet	100%
Sight of Both Eyes; One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
One Hand; One Foot or Sight of One Eye	50%

If you suffer more than one loss from one Accident, we will pay only for the loss with the larger benefit. **Loss of a hand or foot** means complete severance at or above the wrist or ankle joint. **Loss of sight of an eye** means complete and irrecoverable loss of sight.

Exposure and Disappearance

If by reason of an Accident covered by the Policy, you are unavoidably exposed to the elements and as a result of such exposure suffer a loss for which benefits are otherwise payable, such loss shall be covered hereunder.

If you are involved in an Accident which results in the sinking or wrecking of a conveyance in which you were riding and your body is not located within one year of such Accident, it will be presumed that you suffered loss of life resulting from Injury caused by the Accident.

DEFINITIONS FOR ACCIDENT & HEALTH

In this Policy, “you”, “your” and “yours” refer to the Insured. “We”, “us” and “our” refer to the company providing the insurance. In addition certain words and phrases are defined as follows:

ACCIDENT means a sudden, unexpected, unintended and external event, which causes Injury.

COVERED TRIP means: 1) A period of round-trip travel away from Home to a destination outside your city of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and return dates specified when the Insured enrolls; the trip does not exceed 365 days; or 2) A period of one-way travel that starts in the U.S. or Canada (except U.S. citizens may begin their trip outside the U.S., if returning to the U.S.); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when the Insured applies; and the trip does not exceed 365 days in length.

DOMESTIC PARTNER means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

ELECTIVE TREATMENT AND PROCEDURES means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

FAMILY MEMBER includes your or your Traveling Companion’s dependent, spouse, child, spouse’s child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, foster child, or ward.

HOME means your primary or secondary residence.

HOSPITAL means an institution, which meets all of the following requirements:

1. it must be operated according to law;
2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
3. it must provide diagnostic and surgical facilities supervised by Physicians;
4. registered nurses must be on 24-hour call or duty; and
5. the care must be given either on the hospital’s premises or in facilities available to the hospital on a prearranged basis.

A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

INJURY means bodily harm caused by an Accident which: 1) occurs while the Insured’s coverage is in effect under the Policy; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

OTHER VALID AND COLLECTIBLE GROUP INSURANCE means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

PHYSICIAN means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or a Family Member of yours.

PRE-EXISTING CONDITION means an illness, disease, or other condition during the 180-day period immediately prior to your effective date for which you or your Traveling Companion or Family Member is scheduled or booked to travel with you:

1. received, or received a recommendation for, a diagnostic test, examination or medical treatment; or
2. took or received a prescription for drugs or medicine.

Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before coverage is effective under this Policy.

SCHEDULED DEPARTURE DATE means the date on which you are originally scheduled to leave on your Covered Trip.

SCHEDULED RETURN DATE means the date on which you are originally scheduled to return to the point where the Covered Trip started or to a different final destination.

SICKNESS means an illness or disease of the body which requires examination and treatment by a Physician.

TRAVELING COMPANION means a person whose name appears with you on the same Covered Trip arrangement and who, during the Covered Trip, will accompany you.

USUAL AND CUSTOMARY CHARGE means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and the MDR (Medical Data Research) schedule of fees valued at the 90th percentile.

GENERAL POLICY EXCLUSIONS FOR ACCIDENT & HEALTH

The following exclusion applies to the Air Flight Accident coverage:

1. We will not pay for loss caused by or resulting from Sickness of any kind.

The following exclusion applies to all coverages:

2. We will not pay for any loss under this Policy, caused by, or resulting from:
   a. suicide, attempted suicide, or intentionally self-inflicted injury of you, a Traveling Companion, or Family Member booked to travel with you, while sane or insane;
   b. mental, nervous, or psychological disorders;
   c. alcoholism and/or drug addiction;
   d. normal pregnancy or resulting childbirth or elective abortion;

   e. participation as a professional in athletics;
   f. participation in organized amateur and interscholastic athletic or sports competition or events;
   g. declared or undeclared war, or any act of war;
   h. civil disorder;
   i. service in the armed forces of any country;
   j. operating or learning to operate any aircraft, as pilot or crew;
   k. any unlawful acts committed by you or a Traveling Companion (whether insured or not);
   l. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
   m. Elective Treatment and Procedures;
   n. medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
   o. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when this Policy is not in effect for you.

PRE-EXISTING CONDITION EXCLUSION WAIVER

Items 2 and 3 under the Policy Exclusions are waived provided you meet the following requirements:

1. the premium for the coverage is received with or before the final payment due date for your Covered Trip; and
4. you are not disabled from travel at the time you pay your premium; and
5. the booking for the Covered Trip must be the first and only booking for this travel period and destination.

GENERAL PROVISIONS

Concealment or Fraud We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to this Policy.

Conformity to Law Any provision of this Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

Duplication of Coverage You may only purchase one policy from us for each Covered Trip. If you do purchase more than one policy for a specific Covered Trip, the maximum limit of coverage payable will be as specified in the policy with the highest level of benefits. We will refund premiums received from you under any other policy.

Entire Contract; Changes Any statement you make is a representation and not a warranty. No statement will be used by us to void or reduce benefits unless that statement is a part of any written application form.

This Policy may be changed at any time by written agreement between us. Only our President, Vice President or Secretary may change or waive the provisions of this plan. No agent or other person may change this plan or waive any of its terms. The change will be endorsed on this plan.

Examination Under Oath As often as we may reasonably require, you or any person making a claim under this Policy must submit to examination under oath.

Maximum Benefit Amount The Maximum Benefit Amount for each claim is listed in the Schedule or application form, subject to the individual benefit amount and the company's maximum limit of liability. The total limit of our liability for any one covered event, in which two or more persons submit a claim, is subject to the individual benefit amount and the company's maximum limit of liability. In the event of multiple claims by you for one event, the available funds will be distributed in order of notice of claim by each Insured subject to the above limitations.

Maximum Limit of Liability All limits are applied per Covered Trip. We will pay no more than $1,000,000 per occurrence to or on account of any person insured under the policy. Our Maximum Limit of Liability for all claims resulting from the same occurrence will be $10,000,000 collectively under the TAHC series of policies.

Our Right to Recover From Others We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our right.

CLAIMS PROVISIONS

Notice of Claim We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and enough information to identify him or her.

Proof of Loss Written Proof of Loss must be sent to us within 90 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us written Proof of Loss within the time allowed. In any event, you must give us written Proof of Loss within twelve (12) months after the date the loss occurs unless the Insured is legally incapacitated.

Physical Examination and Autopsy At our expense, we have the right to have you examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law or your religion forbids it.

Legal Actions No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given.

If a time limit of the plan is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

Payment of Claims Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

TRAVEL INSURANCE IS UNDERWRITTEN BY

Travel Insurance is underwritten by Stonebridge Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 under Policy Form #'s TAHC5100IPS, TAHC5100AS.WA, TAHC5100IOS.WA, and WA Notice.

WHERE TO PRESENT A CLAIM

All claims should be presented to the Program Administrator:

HTH Worldwide
P.O. Box 939057
San Diego, CA 92193-9057
(800) 541-3522 (Toll-Free)

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE FOR PROPERTY & CASUALTY

Who is Eligible for Coverage

A person who has arranged to take a Covered Trip, and pays the required premium, and is a resident of the United States of America or Canada.

When Coverage Begins

All coverages (except Pre-Departure Trip Cancellation and Post-Departure Trip Interruption) will take effect on the later of: 1) the date the premium has been received by our authorized agent; 2) the date and time you start your Covered Trip; or 3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip.

Pre-Departure Trip Cancellation coverage will take effect at 12:01 A.M. Standard Time on the day after the date your premium payment is received.

Post-Departure Trip Interruption coverage will take effect on the Scheduled Departure Date of your Covered Trip.

When Coverage Ends

Your coverage automatically ends on the earlier of:

1. the date the Covered Trip is completed; or
2. the Scheduled Return Date; or
3. your arrival at the return destination on a round trip, or the destination on a one-way trip; or
4. cancellation of the Covered Trip covered by the plan.

All coverages under the Policy will be extended if your entire Covered Trip is covered by the Policy and your return is delayed by unavoidable circumstances beyond your control.

If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

SUMMARY OF COVERAGES FOR PROPERTY & CASUALTY

Trip Cancellation and Trip Interruption Benefits

Pre-Departure Trip Cancellation
We will pay a Pre-Departure Trip Cancellation Benefit, up to the amount in the Schedule, if you are prevented from taking your Covered Trip due to your, a Family Member's, or Traveling Companion's Sickness, Injury or death, that occurs before departure on your Covered Trip. The Sickness or Injury must: a) commence while your coverage is in effect under the Policy; b) require the examination and treatment by a Physician, in person, at the time the Covered Trip is canceled; and c) in the written opinion of the treating Physician, be so disabling as to prevent you from taking your Covered Trip.

We will pay a benefit if you are prevented from taking your Covered Trip due to Other Covered Events, as defined, that occur before departure on your Covered Trip.

Pre-Departure Trip Cancellation Benefits
We will reimburse you, up to the amount in the Schedule, for the amount of forfeited, prepaid, non-refundable, non-refunded, and published payments or deposits that you paid for your Covered Trip. We will pay your additional cost as a result of a change in the per person occupancy rate for prepaid travel arrangements if a Traveling Companion's Covered Trip is canceled and your Covered Trip is not canceled.

Post-Departure Trip Interruption
We will pay a Post-Departure Trip Interruption Benefit, up to the amount in the Schedule, if: 1) your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date due to your, a Family Member's, or Traveling Companions Sickness or Injury; or 2) you are unable to continue on your Covered Trip after you have departed on your Covered Trip due to your, a Family Member's, or Traveling Companion's Sickness, Injury or death. For item 1 above, the Sickness or Injury must: a) commence while your coverage is in effect under the policy; b) for item 2 above, commence while you are on your Covered Trip and your coverage is in effect under the policy; and c) for both items 1 and 2 above, requires the examination and treatment by a Physician at the time the Covered Trip is interrupted or delayed; and d) in the written opinion of the treating Physician, be so disabling as to delay your arrival on your Covered Trip or to prevent you from continuing your Covered Trip.

We will pay a benefit if: 1) your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date due to Sickness, Injury or death as defined above; or 2) you are unable to continue on your Covered Trip after you have departed on your Covered Trip due to Other Covered Events, as defined.

Post-Departure Trip Interruption Benefits
We will reimburse you, less any refund paid or payable, for unused land or water travel arrangements, plus one of the following:

1. the additional transportation expenses by the most direct route from the point you interrupted your Covered Trip:
   a) to the next scheduled destination where you can catch up to your Covered Trip; or
   b) to the final destination of your Covered Trip; or
2. the additional transportation expenses incurred by you by the most direct route to reach your original Covered Trip destination if you are delayed and leave after the Scheduled Departure Date.

However, the benefit payable under 1 and 2 above will not exceed the cost of a one-way economy air fare (or first class, if the original tickets were first class) by the most direct route less any refunds paid or payable for your unused original tickets.

3. your additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Covered Trip is interrupted and your Covered Trip is continued.

Travel Delay

If your Covered Trip is delayed for 6 hours or more, we will reimburse you, up to the amount shown in the Schedule, for reasonable additional expenses incurred by you for hotel accommodations, meals, telephone calls and local transportation while you are delayed. We will not pay benefits for expenses incurred after travel becomes possible.

Travel Delay must be caused by or result from:

a. Common Carrier delay; or
b. loss or theft of your passport(s), travel documents or money; or
c. quarantine; or
d. hijacking; or
e. natural disaster; or
f. adverse weather; or
g. a documented traffic accident while you are en route to departure; or
h. unannounced strike; or
i. a civil disorder; or
j. Injury or Sickness of you, a Family Member traveling with you, or a Traveling Companion; or
k. death of you, a Family Member traveling with you, or a Traveling Companion.

Missed Connection Benefits

The Insurer will pay up to $1,000 should you miss your cruise or tour departure as the result of the cancellation or delay of 3 or more hours of your regularly scheduled airline flights due to inclement weather. For this benefit, Covered Expenses means additional transportation expenses incurred to join the departed cruise or tour, reasonable additional accommodation and meal expenses incurred en route to catch up to the cruise or tour, and non-refundable cruise or tour payments for the unused portion of your land or water travel arrangements. This coverage is available if no other coverage is provided by a Common Carrier or another party at no cost to you or as covered elsewhere in this policy.

Baggage and Personal Effects Benefit

We will reimburse you, less any amount paid or payable from any other valid and collectible group insurance or indemnity, up to the amount shown in the Schedule, for direct loss, theft, damage or destruction of your Baggage, passports or visas during your Covered Trip. We will also pay for loss due to unauthorized use of your credit cards, if you have complied with all of the credit card conditions imposed by the credit card companies.

Valuation and Payment of Loss

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon an Actual Cash Value. For items without receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value. At our option, we may elect to repair or replace your Baggage. We will notify you within 30 days after we receive your Proof of Loss.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, we will: 1) repair or replace any part to restore the pair or set to its value before the loss; or 2) pay the difference between the value of the property before and after the loss.

Items Subject to Special Limitations

We will not pay more than $500 (or the Baggage and Personal Effects limit, if less) on all losses to jewelry; watches; precious or semi-precious gems; decorative or personal articles consisting in whole or in part of silver, gold, or platinum; cameras, camera equipment; digital or electronic equipment and media; and articles consisting in whole or in part of fur. Items not included above are subject to a $250 per item limit.

Continuation of Coverage

If the covered Baggage, passports or visas are in the custody of a Common Carrier, and delivery is delayed, this coverage will continue until the property is delivered to you. This continuation of coverage does not include loss caused by or resulting from the delay.

Items Not Covered

We will not pay for damage to or loss of:

1. animals; or
2. property used in trade, business or for the production of income, household furniture, musical instruments, brittle or fragile articles, or sporting equipment if the loss results from the use thereof; or
3. boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; or
4. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; or
5. documents or tickets, except for administrative fees required to reissue tickets; or
6. money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above; or
7. property shipped as freight or shipped prior to the Scheduled Departure Date; or
8. contraband.

Losses Not Covered

We will not pay for loss arising from:

1. defective materials or craftsmanship; or
2. normal wear and tear, gradual deterioration, inherent vice; or
3. rodents, animals, insects or vermin; or
4. theft or pilferage from an unattended vehicle; or
5. mysterious disappearance; or
6. electrical current, including electric arcing that damages or destroys electrical devices or appliances.

Your Duties in the Event of a Loss

In case of loss, theft or damage to Baggage and Personal Effects, you should: 1) immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police or other local authorities and obtain their written report of your loss; and 2) take reasonable steps to protect your Baggage from further damage, and make necessary, reasonable and temporary repairs. We will reimburse you for these expenses. We will not pay for further damage if you fail to protect your Baggage.

Baggage Delay Benefit

We will pay up to the amount shown in the Schedule, for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed for more than 24 hours during the Covered Trip. We will also reimburse you up to $25 for expenses incurred during your Covered Trip to expedite the return of your delayed baggage. This coverage terminates upon your arrival at the return destination of your Covered Trip.

Rental Car Damage Benefit

(Coverage does not apply in states where the sale of this insurance is prohibited by law.)

If you rent a car while on your Covered Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in your control while in your possession, or the car is stolen while in your possession and not recovered, we will pay you the lesser of:

a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or

b) The Actual Cash Value of the car, up to the amount shown on the Schedule.

Coverage is provided to you, your Traveling Companion, and a Family Member traveling with you provided you, your Traveling Companion or Family Member traveling with you are licensed drivers, and are listed on the rental agreement. This coverage is primary to other forms of insurance or indemnity.

Coverage is not provided for loss due to:

1. Any obligation you or your Traveling Companion or Family Member traveling with you assume under any agreement (except insurance collision deductible);
2. Rentals of trucks, campers, trailers, off-road or four wheel drive vehicles, motorbikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. Any loss which occurs if you or your Traveling Companion or Family Member traveling with you are in violation of the rental agreement;
4. Failure to report the loss to the proper local authorities and the rental car company;
5. Damage to any other vehicle, structure or person as a result of a covered loss.

Your Duties In The Event of a Loss:

You must:

1. Take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
2. Report the loss to the appropriate local authorities and the rental company as soon as possible;
3. Obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
4. Provide us all documentation such as rental agreement, police report and damage estimate.

DEFINITIONS FOR PROPERTY & CASUALTY

In this Policy, "you", "your" and "yours" refer to the Insured. "We", "us" and "our" refer to the company providing the insurance. In addition certain words and phrases are defined as follows:

ACCIDENT means a sudden, unexpected, unintended and external event, which causes Injury.

ACTUAL CASH VALUE means purchase price less depreciation.

BAGGAGE means luggage, personal possessions and travel documents taken by you on the Covered Trip.

COMMON CARRIER means any land, water or air conveyance operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

COVERED TRIP means: 1) A period of round-trip travel away from Home to a destination outside your city of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and return dates specified when the Insured enrolls; the trip does not exceed 365 days; or 2) A period of one-way travel that starts in the U.S. or Canada (except U.S. citizens may begin their trip outside the U.S., if returning to the U.S.); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when the Insured applies; and the trip does not exceed 365 days in length.

DOMESTIC PARTNER means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

ELECTIVE TREATMENT AND PROCEDURES means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

EXOTIC VEHICLE includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Citroen, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Fiat, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porche, Rolls Royce, Rover, Stutz, Sterling, Triumph, TVR and Yugo.

You must contact HTH Worldwide at **(866) 655-3058** before renting to obtain confirmation that the vehicle is covered.

FAMILY MEMBER includes your or your Traveling Companion's dependent, spouse, child, spouse's child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, foster child, or ward.

FINANCIAL INSOLVENCY means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services which is duly licensed in the state(s) of operation other than the entity or the person, organization, agency or firm from whom you directly purchased or paid for your Covered Trip provided the Financial Insolvency occurs more than 7 days following your effective date for the Trip Cancellation Benefits. There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

HOME means your primary or secondary residence.

INJURY means bodily harm caused by an Accident which: 1) occurs while your coverage is in effect under the Policy; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

INSURED means an eligible person who arranges a Covered Trip, and pays any required plan payment.

INSURER means Stonebridge Casualty Insurance Company.

OTHER COVERED EVENTS means only the following unforeseeable events or their consequences which occur while coverage is in force under this Policy:

1. Common Carrier delays resulting from bad weather, mechanical breakdown of the aircraft, ship or boat or motor coach on which you are scheduled to travel or organized labor strikes that affect public transportation;
2. arrangements canceled by an airline, cruise line, or tour operator, resulting from inclement weather, mechanical breakdown of the aircraft, ship or boat or motor coach on which you are scheduled to travel, or organized labor strikes that affect public transportation.

Items 1 and 2 above are subject to the following conditions:

a. the scheduled carrier connecting times must meet airline legal minimum connect times; and

b. the scheduled time between arrival at the Scheduled Trip Departure City and the scheduled trip departure must be 2 hours or longer.

3. arrangements canceled by an airline, cruise line, or tour operator, resulting from Financial Insolvency;

Item 3 above, is subject to the following condition: Your premium must be received prior to/or within 24 hours of final payment for your Covered Trip;

4. a change in plans by you, a Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy:

a. being directly involved in a documented traffic accident while en route to departure;

b. being hijacked, quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, a Family Member traveling with you or a Traveling Companion is not 1) a party to the legal action, or 2) appearing as a law enforcement officer;

c. Your Home made uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;

d. being called into active military service to provide aid or relief in the event of a natural disaster;

e. a documented theft of passports or visas;

f. a transfer of employment of 250 miles or more;

g. a Terrorist Act (or acts) which occurs in your departure city or in a city which is a scheduled destination for your Covered Trip provided the Terrorist Act (or acts) occurs within 7 days of the Scheduled Departure Date for your Covered Trip;

h. mandatory evacuation ordered by local authorities at your final destination due to hurricane or other natural disaster. You must have four (4) days or 50% of your total Covered Trip length or less remaining on your Covered Trip, at the time the mandatory evacuation ends, in order to cancel or interrupt your Covered Trip;

i. you or your Traveling Companion is required to work during the Covered Trip. A notarized written statement by a company officer and/or the Human Resources department demonstrating revocation of previously approved time off will be required;

j. you or your Traveling Companion's place of employment is rendered unsuitable for business due to burglary, fire, flood, volcano, earthquake, hurricane, or other natural disaster and the you or your Traveling Companion is required to work as a result;

k. you or your Traveling Companion is directly involved in the merger of his or her employer or the acquisition of his or her employer by another company.

PHYSICIAN means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or a Family Member of yours.

PRE-EXISTING CONDITION means an illness, disease, or other condition during the 180-day period immediately prior to your effective date for which you or your Traveling Companion, Domestic Partner, or Family Member is scheduled or booked to travel with you:

1. received, or received a recommendation for, a diagnostic test, examination or medical treatment; or
2. took or received a prescription for drugs or medicine.

Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before coverage is effective under this Policy.

SCHEDULED DEPARTURE DATE means the date on which you are originally scheduled to leave on your Covered Trip.

SCHEDULED RETURN DATE means the date on which you are originally scheduled to return to the point where the Covered Trip started or to a different final destination.

SCHEDULED TRIP DEPARTURE CITY means the city where the scheduled Covered Trip on which you are to participate originates.

SICKNESS means an illness or disease of the body which requires examination and treatment by a Physician.

TERRORIST ACT means an act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

TRAVELING COMPANION means a person whose name appears with you on the same Covered Trip arrangement and who, during the Covered Trip, will accompany you.

GENERAL POLICY EXCLUSIONS FOR PROPERTY & CASUALTY

The following exclusion applies to all coverages:

1. We will not pay for any loss under the Policy, caused by, or resulting from:
   a. suicide, attempted suicide, or intentionally self-inflicted injury of you, a Traveling Companion, Family Member, booked to travel with you, while sane or insane;
   b. mental, nervous, or psychological disorders;
   c. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
   d. normal pregnancy or resulting childbirth or elective abortion;
   e. participation as a professional in athletics;
   f. participation in organized and interscholastic athletic or sports competition or events;
   g. riding or driving in any motor competition;
   h. declared or undeclared war, or any act of war;
   i. civil disorder (does not apply to Travel Delay coverage);
   j. service in the armed forces of any country (does not apply to 4d of Other Covered Events);
   k. nuclear reaction, radiation or radioactive contamination;
   l. operating or learning to operate any aircraft, as pilot or crew;
   m. any unlawful acts committed by you or a Traveling Companion (whether insured or not);
   n. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
   o. a loss or damage caused by detention, confiscation or destruction by customs;
   p. Elective Treatment and Procedures;
   q. medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
   r. business, contractual or educational obligations of you, a Family Member, or Traveling Companion (does not apply to 4d,4f, 4i, 4j or 4k of Other Covered Events);
   s. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Covered Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier, before your effective date for the Trip Cancellation Benefits, or Financial Insolvency which occurs within 7 days following your effective date for the Trip Cancellation Benefits;
   t. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements other than Financial Insolvency;
   u. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the Policy is not in effect for you.

The following exclusion applies to Trip Cancellation, Trip Interruption, and Travel Delay coverages:

2. We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the plan, including death that results therefrom.

PRE-EXISTING CONDITION EXCLUSION WAIVER

Item 2 under the Policy Exclusions is waived provided you meet the following requirements:

1. the premium for the coverage is received with or before the final payment due date for your Covered Trip; and
2. you are not disabled from travel at the time you pay your premium; and
3. the booking for the Covered Trip must be the first and only booking for this travel period and destination.

GENERAL PROVISIONS

Concealment or Fraud We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to the plan.

Conformity to Law Any provision of this plan that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

Duplication of Coverage You may only purchase one policy from us for each Covered Trip. If you do purchase more than one policy for a specific Covered Trip, the maximum limit of coverage payable will be as specified in the policy with the highest level of benefits. We will refund premium received from you under any other policy.

Entire Contract; Changes Any statement you make is a representation and not a warranty. No statement will be used by us to void or reduce benefits unless that statement is a part of any written application form.

The plan may be changed at any time by written agreement between us. Only our President, Vice President or Secretary may change or waive the provisions of the plan. No agent or other person may change the plan or waive any of its terms. The change will be endorsed on the plan.

Examination Under Oath As often as we may reasonably require, you or any person making a claim under this plan must submit to examination under oath.

Maximum Benefit Amount The Maximum Benefit Amount for each claim is listed in the Schedule or application, subject to the individual benefit amount and the company's maximum limit of liability. The total limit of our liability for any one covered event, in which two or more persons submit a claim, is subject to the individual benefit amount and the company's maximum limit of liability. In the event of multiple claims by you for one event, the available funds will be distributed in order of notice of claim by each Insured subject to the above limitations.

Maximum Limit of Liability All limits are applied per Covered Trip. We will pay no more than $1,000,000 per occurrence to or on account of any person insured under the policy. Our Maximum Limit of Liability for all claims resulting from the same occurrence will be $10,000,000 collectively under the TAHC series of policies.

Our Right to Recover From Others We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our right.

CLAIMS PROVISIONS

Notice of Claim We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and enough information to identify him or her.

Proof of Loss Written Proof of Loss must be sent to us within 90 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us

written Proof of Loss within the time allowed. In any event, you must give us written Proof of Loss within twelve (12) months after the date the loss occurs unless you are legally incapacitated.

Physical Examination and Autopsy At our expense, we have the right to have you examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law or your religion forbids it.

Legal Actions No legal action may be brought to recover on the plan within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a time limit of the plan is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

Payment of Claims Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

TRAVEL INSURANCE IS UNDERWRITTEN BY

Travel Insurance is underwritten by Stonebridge Casualty Insurance Company, Columbus, Ohio; NAIC # 10952. Policy Form #'s TAHC5200IPS, TAHC5205BRS.WA, TAHC5206BRS.WA, WA Notice, TAHC5224DEFRS, TAHC5242DEFRS, and TAHC5229DEFRS, TAHC6000 and TAHC7000.

WHERE TO PRESENT A CLAIM

All claims should be presented to the Program Administrator:

HTH Worldwide
P.O. Box 939057
San Diego, CA 92193-9057
(800) 541-3522 (Toll-Free)

HM LIFE INSURANCE COMPANY

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222
1-800-328-5433
Administrative Office: One Radnor Corporate Center, Suite 100, Radnor, Pennsylvania 19087

TripProtector Preferred

Trip Period Maximum Benefits - $1,000,000 per Insured Person
Accidental Death and Disability Benefit - $50,000
Repatriation of Remains Maximum Benefit - $25,000
Medical Evacuation Maximum Benefit - $1,000,000
$0 Deductible Plan
Short Term Medical Plan

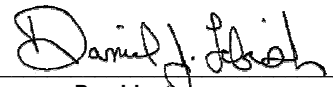
Certificate of Coverage

This Plan provides medical benefits while a person is temporarily away from Home.

This Plan provides short-term, limited duration coverage. It is not subject to the guaranteed renewability and portability provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Insured Person may not purchase insurance under this Plan for a Period of Insurance longer than 6 months.

Excess Coverage
The Insurer will reduce the amount payable under the Policy to the extent expenses are covered under any Other Plan. The Insurer will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or other similar provisions. The amount from Other Plans includes any amount to which the Insured Person is entitled, whether or not a claim is made for the benefits. This Policy is secondary coverage to all other policies.

The Insurance Coverage Area is any place that is anywhere in the world.



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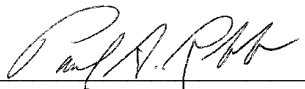

Secretary

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I. Introduction

About This Plan

This Certificate of Coverage is issued by HM Life Insurance Company ("the Insurer").

In this Plan, the "Insurer" means HM Life Insurance Company. The "Eligible Participant" is the person who meets the eligibility criteria of this Certificate. The term "Insured Person," means the Eligible Participant and any Insured Dependents.

The benefits of this Plan are provided only for those services that the Insurer determines are Medically Necessary and for which the Insured Person has benefits. The fact that a Physician prescribes or orders a service does not, by itself, mean that the service is Medically Necessary or that the service is a Covered Expense. The Eligible Participant may consult this Certificate of Coverage or telephone the Insurer at the number shown on his/her identification card if he/she has any questions about whether services are covered.

This Certificate of Coverage contains many important terms (such as "Medically Necessary" and "Covered Expense") that are defined in Part III and capitalized throughout the Certificate of Coverage. Before reading through this Certificate of Coverage, consult Part III for the meanings of these words as they pertain to this Certificate of Coverage.

The Insurer has issued a Policy to the Group identified on the Eligible Participant's identification card. The benefits and services listed in this Certificate of Coverage will be provided for Insured Persons for a covered Illness, Injury, or condition, subject to all of the terms and conditions of the Group's Policy.

Choice of Hospital and Physician: Nothing contained in this Plan restricts or interferes with the Eligible Participant's right to select the Hospital or Physician of the Eligible Participant's choice. Also, nothing in this Plan restricts the Eligible Participant's right to receive, at his/her expense, any treatment not covered in this Plan.

Use of Administrator: The Insurer may use a third party administrator to perform certain of the Insurer's duties on the Insurer's behalf. The Group and the Insured Participant will be notified of the use of an administrator.

Benefit Overview Matrix
Following is a very brief description of the benefit schedule of the Plan. This should be used only as a quick reference tool. The entire Certificate of Coverage sets forth, in detail, the rights and obligations of both the Insured Person and the Insurer. It is, therefore, important that **THE ENTIRE CERTIFICATE OF COVERAGE BE READ CAREFULLY!**

The benefits outlined in the following table show the payment percentages for Covered Expenses AFTER the Insured Person has satisfied any Deductibles and prior to satisfaction of his/her Out-of-Pocket. **Covered Expenses are based on Reasonable Charges which may be less than actual billed charges. Providers can bill the Insured Person for amounts exceeding Covered Expenses.**

Deductible:
The Insured Person's Deductible is $0 per Insured Person per Trip Coverage Period**.**

After the Deductible is satisfied, benefits are paid for Covered Expenses as follows:

BENEFIT OVERVIEW MATRIX

Policy Maximums	Insurer pays up to Per Insured Person
Trip Period Maximum Benefits	$1,000,000
Benefits	**Insurer pays**
Professional Services a. Surgery, anesthesia, radiation therapy, in-hospital doctor visits, diagnostic X-ray and lab b. Office Visits: including X-rays and lab work billed by the attending physician.	100%
Inpatient Hospital Services a. Surgery, X-rays, In-hospital doctor visits b. In-patient medical emergency	100%
Ambulatory Surgical Center	100%
Ambulance Service (non Medical Evacuation)	100% up to $1,000
Benefits for claims resulting from downhill (alpine) skiing and scuba diving (certification by the Professional Association of Diving Instructors (PADI) or the National Association of Underwater Instructors (NAUI) required or diving under the supervision of a certified instructor)	Limited to $10,000
In the U.S. Outpatient prescription drugs	Not Covered
Outside the U.S. Outpatient prescription drugs	100% of Covered Expenses
Dental Care required due to an Injury	100% of Covered Expenses up to $500 maximum per Trip Period and limited to $250 per tooth
Dental Care for Relief of Pain	100% of Covered Expenses up to $500 maximum per Trip Period and limited to $250 per tooth
Accidental Death And Dismemberment	Maximum Benefit: Principal Sum up to $50,000
Repatriation Of Remains	Deductible is not applicable. Maximum Benefit up to $25,000
Medical Evacuation	Deductible is not applicable. Maximum Benefit per Trip Period for all Evacuations up to $1,000,000
Bedside Visit	Deductible is not applicable. Maximum Benefit per Trip Period up to $1,500 for the cost of one economy round-trip air fare ticket to, and the hotel accommodations in, the place of the Hospital Confinement for one (1) person

II. Who is eligible for coverage?

Eligible Participants and their Eligible Dependents are the only people qualified to be covered by the Group's Policy. The following section describes who qualifies as an Eligible Participant or Eligible Dependent, as well as information on when and who to enroll and when coverage begins and ends.

Who is Eligible to Enroll Under This Plan? An Eligible Participant:
1. Is a member or employee of a Group covered under the Policy.
2. Has submitted an enrollment form, if applicable, and the premium to the Insurer.

Eligible Dependents
An Eligible Dependent means a person who is the Eligible Participant's:
1. spouse;
2. unmarried natural child, stepchild or legally adopted child who has not yet reached age 19;
3. own or spouse's own unmarried child, of any age, enrolled prior to age 19, who is incapable of self support due to continuing mental retardation or physical disability and who is chiefly dependent on the Eligible Participant. The Insurer requires written proof from a Physician of such disability and dependency within 31 days of the child's 19th birthday and annually thereafter;
4. unmarried child, from their 19th to their 22nd birthday who is a full-time student attending an accredited college, university, vocational or technical school, and who is fully dependent upon the Eligible Participant for support. The Insurer may require proof of student status, but not more than once a Period of Insurance;
5. For a person who becomes an Eligible Dependent (as described below) after the date the Eligible Participant's coverage begins, coverage for the Eligible Dependent will become effective in accordance with the following provisions:
   a. Newborn Children: Coverage will be automatic for the first 31 days following the birth of an Insured Participant's Newborn Child. To continue coverage beyond 31 days, the Newborn child must be enrolled within 31 days of birth.
   b. Adopted Children: An Insured Participant's adopted child is automatically covered for Illness or Injury for 31 days from either date of placement of the child in the home, or the date of the final decree of adoption, whichever is earlier. To continue coverage beyond 31 days, as Insured Participant must enroll the adopted child within 31 days either from the date of placement or the final decree of adoption.
   c. Court Ordered Coverage for a Dependent: If a court has ordered an Insured Participant to provide coverage for an Eligible Dependent who is spouse or minor child, coverage will be automatic for the first 31 days following the date which the court order is issued. To continue coverage beyond 31 days, and Insured Participant must enroll the Eligible Dependent within that 31 day period.

A person **may not** be an Insured Dependent for more than one Insured Participant.

Additional Requirements for an Eligible Participant and Eligible Dependents: An Eligible Participant or an Eligible Dependent must meet all of the following requirements:
1. Home Country is the U.S.
2. under Age 85.
3. enrolled in a Primary Plan.
4. Is traveling outside the U.S. or is traveling at least 100 miles from his/her Home and is scheduled to spend at least 24 hours away from his/her Home.
5. For children under age 6, must be enrolled with a parent.
6. Initial purchase must be made in home country prior to departing on trip.

Application and Effective Dates
The Coverage for an Eligible Participant and his or her Eligible Dependents will become effective if the Eligible Participant submits a properly completed application to the Insurer, is approved for coverage by the Insurer, and the Group and/or the Eligible Participant pays the Insurer the premium. The Effective Date of the Coverage under the Plan is indicated as follows:

Period of Insurance: Each Eligible Participant's and his/her Eligible Dependent's Period of Insurance starts on the latest of the following:
1. The Policy Effective Date;
2. 12:00:01am on the date of the postmark of the enrollment received by the Insurer;
3. 12:00:01 am on the date designated by the Eligible Participant in the enrollment form, if that date is after the Insurer receives the enrollment form.
4. 12:00:01 am on the date designated by the Group of which the Eligible Participant is a member.

Trip Coverage Start Date: The Insured Person's coverage under the Policy for a trip during the Period of Insurance starts as stated below:
1. For a scheduled trip to a Foreign Country, when the Insured Person boards a conveyance at the start of the trip.
2. For any other trip, when the Insured Person is more than 100 miles from his/her Home. Notwithstanding the foregoing, no coverage is in effect for a trip unless the Insured Person is scheduled to spend at least 24 hours away from Home.

An Insured Person is eligible for benefits during his/her Period of Insurance ONLY during the Trip Coverage Period.

All applications, if applicable, must be approved by the Insurer for coverage to go into effect.

In no event will an Eligible Dependent's coverage become effective prior to the Insured Participant's Effective Date of Coverage.

How Period of Insurance Coverage Ends

Insured Persons

The Insured Person's coverage ends without notice from the Insurer on the earlier of:

1. the end of the last period for which premium payment has been made to the Insurer;
2. the date the Policy terminates;
3. the date the Maximum Trip Coverage Period Benefit of the Plan has been exhausted;
4. the date of fraud or misrepresentation of a material fact by the Insured Participant, except as indicated in the Time Limit on Certain Defenses provision.

Trip Coverage End Date: The Insured Person's coverage under the Plan for a trip during the Period of Insurance ends as stated below:

1. For a scheduled trip to a Foreign Country, when the Insured Person alights from a conveyance at the completion of the trip.
2. For any other trip, when the Insured Person is less than 100 miles from his/her Home.
3. On the Period of Insurance Termination Date. However, if the Insured Person has not canceled his/her coverage, then coverage for a trip will extend past the Period of Insurance Termination Date if the Insured Person's return is delayed by unforeseeable circumstances beyond his/her control. In this event, coverage will terminate as stated immediately above or, if earlier, 11:59 p.m. on the seventh day following the Period of Insurance Termination Date.
4. If the Insured Person is covered under the Medical Evacuation Benefit, upon the Insured Person's evacuation to his/her Home Area**.**

   In no event will coverage for a trip extend past the Maximum Trip Coverage Period stated below, subject to 3 immediately above and as stated in the benefit provisions.

Maximum Trip Coverage Period: Coverage for any one trip may not exceed 180 days.

Group and Insurer

The coverage of all Insured Persons shall terminate if the Policy is terminated. If the Insurer terminates the Policy then the Insurer will notify the Group of cancellation. In addition, the Policy may be terminated by the Group on any premium due date. It is the Group's responsibility to notify all Insured Participants in either situation.

The Policy may be terminated by the Insurer:

1. for non-payment of premium;
2. on the date of fraud or intentional misrepresentation of a material fact by the Group, except as indicated in the Time Limit on Certain Defenses provision;
3. on any premium due date for any of the following reasons. The Insurer must give the Group written notice of cancellation at least 30 days in advance if termination is due to:
   a. failure to maintain the required minimum premium contribution;
   b. failure to provide required information or documentation related to the Primary Plan or Other Plan upon request.
4. on any premium due date if the Insurer is also canceling all short-term plans in the state. The Insurer must give the Group written notice of cancellation:
   a. at least 180 days in advance; and
   b. again at least 30 days in advance.

Extension of Benefits

No benefits are payable for medical treatment benefits after the Insured Person's insurance terminates. However, if the Insured Person is in a Hospital on the date the insurance terminates, the Insurer will continue to pay the medical treatment benefits until the earlier of the date the confinement ends or 31 days after the date the insurance terminates.

III. Definitions

The following definitions contain the meanings of key terms used in this Plan. Throughout this Plan, the terms defined appear with the first letter of each word in capital letters.

Accidental Injury means an accidental bodily Injury sustained by an Insured Person which is the direct cause of a loss independent of disease, bodily infirmity, or any other cause.

Age means the Insured Person's attained age.

Ambulatory Surgical Center is a freestanding outpatient surgical facility. It must be licensed as an outpatient clinic according to state and local laws and must meet all requirements of an outpatient clinic providing surgical services. It also must meet accreditation standards of the Joint Commission on Accreditation of Health Care Organizations or the Accreditation Association of Ambulatory Health Care.

Certificate of Coverage is the document issued to each Eligible Participant outlining the benefits under the group Policy.

Coinsurance is the percentage of Covered Expenses the Insured Person is responsible for paying (after the applicable Deductible is satisfied. **Coinsurance does not include charges for services that are not Covered Services or charges in excess of Covered Expenses. These charges are the Insured Person's responsibility and are not included in the Coinsurance calculation.**

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

A **Continuing Hospital Confinement** means consecutive days of in-hospital service received as an inpatient, or successive confinements for the same diagnosis, when discharge from and readmission to the Hospital occurs within 24 hours.

Cosmetic and Reconstructive Surgery. Cosmetic Surgery is performed to change the appearance of otherwise normal looking characteristics or features of the patient's body. A physical feature or characteristic is normal looking when the average person would consider that feature or characteristic to be within the range of usual variations of normal human appearance. **Reconstructive Surgery** is surgery to correct the appearance of abnormal looking features or characteristics of the body caused by birth defects, Injury, tumors, or infection. A feature or characteristic of the body is abnormal looking when an average person would consider it to be outside the range of general variations of normal human appearance. **Note: Cosmetic Surgery does not become Reconstructive Surgery because of psychological or psychiatric reasons.**

The **Coverage Period Maximum Benefit** is the maximum amount of benefits available to each Insured Person during the person's Coverage Period (Period of Insurance and/or Trip Coverage Period). All benefits furnished are subject to these maximum amounts.

Covered Expenses are the expenses incurred for Covered Services. **Covered Expenses** for Covered Services will not exceed Reasonable Charges. In addition, Covered Expenses may be limited by other specific maximums described in this Plan under section IV, How the Plan Works and section V, Benefits: What the Plan Pays. Covered Expenses are subject to applicable Deductibles, penalties and other benefit limits. **An expense is incurred on the date the Insured Person <u>receives</u> the service or supply.**

Covered Services are Medically Necessary services or supplies that are listed in the benefit sections of this Plan, and for which the Insured Person is entitled to receive benefits.

Custodial Care is care provided primarily to meet the Insured Person's personal needs. This includes help in walking, bathing, or dressing. It also includes preparing food or special diets, feeding, administration of medicine that is usually self-administered, or any other care that does not require continuing services of a medical professional.

Deductible means the amount of Covered Expenses the Insured Person must pay for Covered Services before benefits are available to him/her under this Plan. The **Period of Insurance Deductible** is the amount of Covered Expenses the Eligible Participant must pay for each Insured Person before any benefits are available regardless of provider type.

Dental Prostheses are dentures, crowns, caps, bridges, clasps, habit appliances, and partials.

The **Effective Date of the Policy** is the date that the Group's Policy became active with the Insurer.

The **Effective Date of Coverage** is the date on which coverage under this Plan begins for the Eligible Participant and any other Insured Person.

Eligible Dependent (See 'Eligibility Rules' in Section II of this Plan).

Eligible Participant (See 'Eligibility Rules' in Section II of this Plan).

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

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

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

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

Foreign Country is a country other than the Insured Person's Home Country.

Foreign Country Provider is any institutional or professional provider of medical or psychiatric treatment or care who practices in a country outside the United States of America. A Foreign Country Provider may also be a supplier of medical equipment, drugs, or medications. HTH provides Insured Persons with access to a database of Foreign Country Providers.

A **Full Time Student** is a student enrolled at an accredited college, university, or trade school participating in the Federally Guaranteed Student Loan Program. The student must be currently attending classes, carrying at least 12 units per term.

Group refers to the business entity to which the Insurer has issued the Policy.

Group Health Benefit Plan means a group, blanket, or franchise insurance policy, a certificate issued under a group policy, a group hospital service contract, or a group subscriber contract or evidence of coverage issued by a health maintenance organization that provides benefits for health care services. The term does not include:

1. accident-only, credit or disability insurance coverages;
2. specified disease coverage or other limited benefit policies;
3. coverage of Medicare services under a federal contract;
4. Medicare Supplement and Medicare Select policies regulated in accordance with federal law;
5. long-term care, dental care, or vision care coverages;
6. coverage provided by a single service health maintenance organization;
7. insurance coverage issued as a supplement to liability insurance;
8. insurance coverage arising out of a workers' compensation system or similar statutory system;
9. automobile medical payment insurance coverage;
10. jointly managed trusts authorized under 29 U.S.C. Section 141 et seq. that contain a plan of benefits for employees that is negotiated in a collective bargaining agreement governing wages, hours, and working conditions of the employees that is authorized under 29 U.S.C. Section 157;
11. hospital confinement indemnity coverage; or
12. reinsurance contracts issued on a stop-loss, quota share, or similar basis.

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

A **Hospital** is a facility which provides diagnosis, treatment and care of persons who need acute inpatient hospital care under the supervision of Physicians. It must:

1. be licensed as a hospital and operated pursuant to law; and
2. be primarily engaged in providing or operating (either on its premises or in facilities available to the hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed physicians) medical, diagnostic, and major surgery facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
3. provide 24 hour nursing service by or under the supervision of a registered graduate professional nurse (R.N.); and
4. be an institution which maintains and operates a minimum of five beds; and
5. have X-ray and laboratory facilities either on the premises or available on a contractual prearranged basis; and
6. maintain permanent medical history records.

This definition **excludes** convalescent homes, convalescent facilities, rest facilities, nursing facilities, or homes or facilities primarily for the aged, those primarily affording custodial care or educational care.

HTH means Highway to Health (d/b/a HTH Worldwide). This is the entity that provides the Insured Person with access to online databases of travel, health, and security information and online information about physicians and other medical providers.

HTH International Healthcare Community consists of physicians, dentists, mental health professionals, other allied health professionals, hospitals, health systems and medical practices countries throughout the world, all dedicated to providing high quality medical care to international travelers, employees and students. The providers are accessed through the HTH online database or through the HTH customer services.

An **Illness** is a sickness, disease, or condition of an Insured Person which first manifests itself after the Insured Person's Effective Date.

Injury (See Accidental Injury).

Insurance Coverage Area is the primary geographical region in which coverage is provided to the Insured Person.

Insured Dependents are members of the Eligible Participant's family who are eligible and have been accepted by the Insurer under this Plan.

Insured Participant is the Eligible Participant whose application has been accepted by the Insurer for coverage under this Plan.

Insured Person means both the Insured Participant and all Insured Dependents who are covered under this Plan.

The Insurer means HM Life Insurance Company, a nationally licensed and regulated insurance company. Insurer also includes a third party administrator with which the Insurer has contracted to perform certain of its duties on its behalf. The Group and the Insured Participant will be notified of the use of an administrator.

Investigative Procedures (See Experimental/Investigational).

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

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

A **Newborn** is a recently born infant within 31 days of birth.

Office Visit means a visit by the Insured Person, who is the patient, to the office of a Physician during which one or more of only the following three specific services are provided:
1. History (gathering of information on an Illness or Injury).
2. Examination.
3. Medical Decision Making (the Physician's diagnosis and Plan of treatment).

This does not include other services (e.g. X-rays or lab services) even if performed on the same day.

Other Plan is an insurance plan other than this plan that provides medical, repatriation of remains, and/or medical evacuation benefits for the Insured Person.

Out-of-Pocket Maximum is the amount of Coinsurance each Insured Person incurs for Covered Expenses in a Period of Insurance. The Out-of-Pocket **does not** include any amounts in excess of Covered Expenses, the Deductible, any penalties, or any amounts in excess of other benefit limits of this Plan.

The **Period of Insurance Maximum Benefit** is the maximum amount of benefits available to each Insured Person during the person's Period of Coverage. All benefits furnished are subject to this maximum amount.

Physical and/or Occupational Therapy/Medicine is the therapeutic use of physical agents other than drugs. It comprises the use of physical, chemical and other properties of heat, light, water, electricity, massage, exercise, spinal manipulation and radiation.

A **Physician** means a physician licensed to practice medicine or any other practitioner who is licensed and recognized as a provider of health care services in the state and/or country the Insured Person resides or is treated; and provides services covered by the Plan that are within the scope of his/her licensure.

Plan is the set of benefits described in the Certificate of Coverage booklet and in the amendments to this booklet (if any). This Plan is subject to the terms and conditions of the Policy the Insurer has issued to the Group. If changes are made to the Policy or Plan, an amendment or revised booklet will be issued to the Group for distribution to each Insured Participant affected by the change.

Policy is the Group Policy the Insurer has issued to the Group.

Pre-existing Condition means a medical condition for which medical advice, diagnosis, care, or treatment was recommended or received during the 6 months immediately preceding the Insured Person's Effective Date of Coverage.

A **Primary Plan** is a Group Health Benefit Plan, an individual health benefit plan, or a governmental health plan (including Medicare) designed to be the first payor of claims for an Insured Person prior to the responsibility of this Plan.

A **Reasonable Charge**, as determined by the Insurer, is the amount the Insurer will consider a Covered Expense with respect to charges made by a Physician, facility or other supplier for Covered Services. In determining whether a charge is Reasonable, the Insurer will consider all of the following factors:

1. The actual charge.
2. Specialty training, work value factors, practice costs, regional geographic factors and inflation factors.
3. The amount charged for the same or comparable services or supplies in the same region or in other parts of the country.
4. Consideration of new procedures, services or supplies in comparison to commonly used procedures, services or supplies.
5. The Average Wholesale Price for Pharmaceuticals.

Reconstructive Surgery (See Cosmetic and Reconstructive Surgery).

Special Care Units are special areas of a Hospital that have highly skilled personnel and special equipment for acute conditions that require constant treatment and observation.

Totally Disabled or Total Disability means:

1. As applied to an Insured Participant, any period of time during the Insured Participant's lifetime in which he/she is unable to perform substantially all the duties required by his/her usual occupation, provided the disability commences within twelve (12) months from the date the disabling condition occurred;
2. As applied to a Dependent, not being able to perform the normal activities of a like person of the same age and sex.

The patient must be under the care of a Physician.

The **Trip Coverage Period Maximum Benefit** is the maximum amount of benefits available to each Insured Person during the person's Trip Coverage Period. All benefits furnished are subject to this maximum amount.

U.S. means the United States of America.

IV. How the Plan Works

The Insured Person's Plan pays a portion of his/her Covered Expenses after he/she meets his/her Deductible for each Period of Insurance. This section describes the Deductible and discusses steps to take to ensure that he/she receives the highest level of benefits available under this Plan. See Definitions (Section III) for a definition of Covered Expenses and Covered Services.

The benefits described in the following sections are provided for Covered Expenses incurred by the Insured Person while covered under this Plan. An expense is incurred on the date the Insured Person receives the service or supply for which the charge is made. These benefits are subject to all provisions of this Plan, which may limit benefits or result in benefits not being payable.

Either the Insured Person or the provider of service must claim benefits by sending the Insurer properly completed claim forms itemizing the services or supplies received and the charges.

Benefits
This Benefits section shows the maximum Covered Expense for each type of provider.

No benefits are payable unless the Insured Person's coverage is in force at the time services are rendered, and the payment of benefits is subject to all the terms, conditions, limitations and exclusions of this Plan.

Note: Injuries and Illnesses resulting from terrorism and pandemics are covered as any other Injury or Illness.

Hospitals, Physicians, and Other Providers.
The amount that will be treated as a Covered Expense for services provided by a Provider will not exceed the lesser of actual billed charges or a Reasonable Charge as determined by the Insurer.

Exception: If Medicare is the primary payer, Covered Expense does not include any charge:
1. By a Hospital in excess of the approved amount as determined by Medicare; or
2. By a Physician or other provider, in excess of the lesser of the maximum Covered Expense stated above; or
   a. For providers who accept Medicare assignment, the approved amount as determined by Medicare; or
   b. For providers who do not accept Medicare assignment, the limiting charge as determined by Medicare.

The Insured Person will always be responsible for any expense incurred which is not covered under this Plan.

Deductibles
Deductibles are prescribed amounts of Covered Expenses the Insured Person must pay before benefits are available. The Period of Insurance Deductible applies to all Covered Expenses. Only Covered Expenses are applied to the Deductible. Any expenses the Insured Person incurs in addition to Covered Expenses are never applied to any Deductible.

Deductibles will be credited on the Insurer's files in the order in which the Insured Person's claims are processed, not necessarily in the order in which he/she receives the service or supply.

If the Insured Person submits a claim for services which have a maximum payment limit and his/her Period of Insurance Deductible is not satisfied, the Insurer will only apply the allowed per visit, per day, or per event amount (whichever applies) toward any applicable Deductible.

Period of Insurance Deductible
The Insured Person's Period of Insurance Deductible is $0 per Insured Person per Period of Insurance. This Deductible is the amount of Covered Expenses the Insured Participant and other Insured Persons must pay for **any** Covered Services incurred for services received.

Plan Payment
After the Insured Participant satisfies any required Deductible, payment of Covered Expenses is provided as defined below**:**

Limited Benefits
Regardless of the Insured Person's Out-of-Pocket Maximum, the Insurer pays:
1. For Ambulance Service (non Medical Evacuation), 100% up to $1,000;
2. Benefits for claims resulting from downhill (alpine) skiing and scuba diving (certification by the Professional Association of Diving Instructors (PADI) or the National Association of Underwater Instructors (NAUI) required or diving under the supervision of a certified instructor) that are Limited to $10,000 ;
3. Dental Care required due to an Injury, 100% of Covered Expenses up to $500 with maximum per Trip Period and limited to $250 per tooth;
4. Dental Care for Relief of Pain, 100% of Covered Expenses up to $250 per Trip Period and limited to $250 per tooth.

For all other Covered Expenses

First Level Payment.
Until an Insured Person satisfies his/her Out-of-Pocket Maximum for the Period of Insurance, the Insurer pays:
1. 100% of the Reasonable Charge for Covered Expense for Office Visits.
2. 100% of the Reasonable Charge for the Covered Expense for all other Covered Services. The Insured Person pays 0% of the Covered Expense, plus any amount in excess of the Covered Expense and in excess of the Reasonable Charge for the Covered Expense.

Trip Coverage Period Maximum Benefits
The combined total of all medical benefits paid to the Eligible Participant or any Insured Dependent is limited to a maximum of $1,000,000 during each Trip Coverage Period for each Insured Person, so long as the Insured Participant or the Insured Dependent remains insured under this Plan and so long as the cumulative amount of paid benefits for all Trip Coverage Periods within the Period of Insurance does not exceed the Period of Insurance Maximum.

Please note any additional limits on the maximum amount of Covered Expenses in the discussions of each specific benefit.

V. Benefits: What the Plan Pays

Before this Plan pays for any benefits, the Insured Person must satisfy his/her Period of Insurance Deductible. After the Insured Person satisfies the Deductible, the Insurer will begin paying for Covered Services as described in this section.

The benefits described in this section will be paid for Covered Expenses incurred on the date the Insured Person receives the service or supply for which the charge is made. These benefits are subject to all terms, conditions, exclusions, and limitations of this Plan. All services are paid at percentages and amounts indicated below or in the Benefit Overview Matrix, and subject to limits outlined in Section IV, How the Plan Works.

Following is a general description of the supplies and services for which the Insured Person's Plan will pay benefits, if such supplies and services are Medically Necessary:

Services and Supplies Provided by a Hospital
For any eligible condition other than for Mental, Emotional or Functional Nervous Conditions or Disorders, Alcoholism or Drug Abuse, the Insurer will pay indicated benefits on Covered Expenses for:
1. Inpatient services and supplies provided by the Hospital except private room charges above the prevailing two-bed room rate of the facility.
2. Outpatient services and supplies including those in connection with outpatient surgery performed at an Ambulatory Surgical Center.

Payment of Inpatient Covered Expenses are subject to these conditions:
1. Services must be those which are regularly provided and billed by the Hospital.
2. Services are provided only for the number of days required to treat the Insured Person's Illness or Injury

Note: No benefits will be provided for personal items, such as TV, radio, guest trays, etc.

Professional and Other Services
The Insurer will pay Covered Expenses for:
1. Services of a Physician.
2. Services of an anesthesiologist or an anesthetist.
3. Outpatient diagnostic radiology and laboratory services.
4. Radiation therapy and hemodialysis treatment.
5. Surgical implants.
6. Artificial limbs or eyes.
7. The first pair of contact lenses or the first pair of eyeglasses when required as a result of a covered eye surgery.
8. Self-Administered injectable drugs.
9. Syringes when dispensed with self-administered injectable drugs (except insulin).
10. Blood transfusions, including blood processing and the cost of unreplaced blood and blood products.
11. Services for the detection and prevention of osteoporosis for qualified individuals.
12. Rental or purchase of medical equipment and/or supplies that are **all** of the following:
    a. ordered by a Physician;
    b. of no further use when medical need ends;
    c. usable only by the patient;
    d. not primarily for the Insured Person's comfort or hygiene;
    e. not for environmental control;
    f. not for exercise; and
    g. manufactured specifically for medical use.

    Note: Medical equipment and supplies must meet **all** of the above guidelines in order to be eligible for benefits under this Plan. The fact that a Physician prescribes or orders equipment or supplies does not necessarily qualify the equipment or supply for payment. The Insurer determines whether the item meets these conditions. Rental charges that exceed the reasonable purchase price of the equipment are not covered.

Ambulance Services
The following ambulance services are covered under this Plan:
1. Base charge, mileage and non-reusable supplies of a licensed ambulance company for ground or air service for transportation to and from a Hospital.
2. Monitoring, electrocardiograms (EKGs or ECGs), cardiac defibrillation, cardiopulmonary resuscitation (CPR) and administration of oxygen and intravenous (IV) solutions in connection with ambulance service. An appropriate licensed person must render the services.

Dental Care for an Accidental Injury
Benefits are payable for dental care for an Accidental Injury to natural teeth that occurs while the Insured Person is covered under this Plan, subject to the following:
1. services must be received during the six months following the date of Injury;
2. no benefits are available to replace or repair existing dental prostheses even if damaged in an eligible Accidental Injury; and
3. damage to natural teeth due to chewing or biting is not considered an Accidental Injury under this Plan.

In addition, the Plan provides benefits for up to three days of Inpatient Hospital services when a Hospital stay is ordered by a Physician and a Dentist for dental treatment required due to an unrelated medical condition. The Insurer determines whether the dental treatment could have been safely provided in another setting. Hospital stays for the purpose of administering general anesthesia are not considered Medically Necessary.

Dental Care for Relief of Pain
Benefits are payable for dental care for Relief of Pain to the teeth that occurs while the Insured Person is covered under this Plan. Services must be received while covered during the Trip Coverage Period. The Insurer pays as stated in the Benefit Overview Matrix.

Complications of Pregnancy
Complications of Pregnancy are covered under this Plan as any other medical condition. Benefits for complications of pregnancy shall be provided for all Insured Persons.

Treatment received from Foreign Country Providers
Benefits for services and supplies received from Foreign Country Providers are covered. The Insured Person may seek the assistance of HTH in locating a provider.

Benefits for Claims resulting from downhill skiing and scuba diving
The Insurer will pay Covered Expenses for claims resulting from downhill (alpine) skiing. It will also pay Covered Expenses resulting from scuba diving provided that the diver is certified by the Professional Association of Diving Instructors (PADI) or the National Association of a Underwater Instructors (NAUI), or provided that he/she is diving under the supervision of a certified instructor. These Covered Expenses are Limited as stated in the Benefit Overview Matrix.

Accidental Death and Dismemberment Benefit
The Insurer will pay the benefit stated below if an Insured Person sustains an Injury resulting in any of the losses stated below within 365 days after the date the Injury is sustained:

Loss	Benefit
Loss of life	100% of the Principal Sum
Loss of one hand	50% of the Principal Sum
Loss of one foot	50% of the Principal Sum
Loss of sight in one eye	50% of the Principal Sum

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

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

The Principal Sum is stated in Benefit Overview Matrix.

Repatriation of Remains Benefit
If an Insured Person dies, while traveling more than 100 miles from their place of residence on an overnight trip, the Insurer will pay the necessary expenses actually incurred, up to the Maximum Limit shown in the Schedule of Benefits, for the preparation of the body for burial, or the cremation, and for the transportation of the remains to his/her Home Country. This benefit covers the legal minimum requirements for the transportation of the remains. It does not include the transportation of anyone accompanying the body, urns, caskets, coffins, visitation, burial or funeral expenses. Any expense for repatriation of remains requires approval in advance by the Plan Administrator.

No benefit is payable if the death occurs after the Termination Date of the Policy. The Insurer will not pay any claims under this provision unless the expense has been approved by the Administrator before the body is prepared for transportation.

The benefit for all necessary repatriation services is listed in the Overview Matrix.

Medical Evacuation Benefit
If an Insured Person is involved in an accident or suffers a sudden, unforeseen illness requiring emergency medical services, while traveling more than 100 miles from their place of residence on an overnight trip, and adequate medical facilities are not available, the Administrator will coordinate and pay for a medically-supervised evacuation, up to the Maximum Limit shown in the Schedule of Benefits, to the nearest appropriate medical facility. This medically-supervised evacuation will be to the nearest medical facility only if the facility is capable of providing adequate care. The evacuation will only be performed if adequate care is not available locally and the Injury or Sickness requires immediate emergency medical treatment, without which there would be a significant risk of death or serious impairment. The determination of whether a medical condition constitutes an emergency and whether area facilities are capable of providing adequate medical care shall be made by physicians designated by the Administrator after consultation with the attending physician on the Insured Person's medical conditions. The decision of these designated physicians shall be conclusive in determining the need for medical evacuation services. Transportation shall not be considered medically necessary if the physician designated by the Administrator determines that the Insured Person can continue his/her trip or can use the original transportation arrangements that he/she purchased.

The Insurer will pay Reasonable Charges for escort services if the Insured Person is a minor or if the Insured Person is disabled during a trip and an escort is recommended in writing by the attending Physician and approved by the Insurer.

As part of a medical evacuation, the Administrator shall also make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital.

If following stabilization, when medically necessary and subject to the Administrator's prior approval, the Insurer will pay for a medically supervised return to the Insured Person's permanent residence or, if appropriate, to a health care facility nearer to their permanent residence or for one-way economy airfare to the Insured Person's point of origin, if necessary.

All evacuations must be approved and coordinated by Administrator designated physicians. Transportation must be by the most direct and economical route.

With respect to this provision only, the following is in lieu of the Policy's Extension of Benefits provision: No benefits are payable for Covered Expenses incurred after the date the Insured Person's insurance under the Policy terminates. However, if on the date of termination the Insured Person is Hospital Confined, then coverage under this benefit provision continues until the earlier of the date the Hospital Confinement ends or the end of the 31st day after the date of termination.

The combined benefit for all necessary evacuation services is listed in the Overview Matrix.

Bedside Visit Benefit
If an Insured Person is Hospital Confined due to an Injury or Sickness for more than 7 days, is likely to be hospitalized for more than 7 days or is in critical condition, while traveling more than 100 miles from their place of residence on an overnight trip, the Insurer will pay up to the maximum benefit as listed in Table 1 of the Schedule of Benefits for the cost of one economy round trip air fare ticket to, and the hotel accommodations in, the place of the Hospital Confinement for one person designated by the Insured Person. Payment for meals, ground transportation and other incidentals are the responsibility of the family member or friend.

With respect to any one trip, this benefit is payable only once for that trip, regardless of the number of Insured Persons on that trip. The determination of whether the Covered Member will be hospitalized for more than 7 or is in critical condition shall be made by the Administrator after consultation with the attending physician. No more than one (1) visit may be made during any 12 month period. No benefits are payable unless the trip is approved in advance by the Plan Administrator.

The benefit for all Bedside Visits is listed in the Overview Matrix.

VI. Exclusions and Limitations: What the Plan does not pay for

Excluded Services

The Plan does not provide benefits for:

1. Any **amounts in excess of maximum amounts of Covered Expenses** stated in this Plan.
2. Services **not specifically listed** in this Plan as Covered Services.
3. Services or supplies that are **not Medically Necessary** as defined by the Insurer.
4. Services or supplies that the Insurer considers to be **Experimental or Investigative.**
5. Services received **before the Effective Date** of coverage or during an inpatient stay that began before that Effective Date of Coverage.
6. Services received **after coverage ends** unless an extension of benefits applies as specifically stated under Extension of Benefits in the 'Who is Eligible for Coverage' section of this Plan.
7. Services for which the Insured Person has **no legal obligation to pay** or for which no charge would be made if he/she did not have a health policy or insurance coverage.
8. Services for any condition **for which benefits are recovered or can be recovered**, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if the Insured Person does not claim those benefits.
9. Treatment or medical services required **while traveling against the advice of a Physician**, while on a waiting list for a specific treatment, or when traveling for the purpose of obtaining medical treatment.
10. Services related to **pregnancy or maternity** care other than for complications of pregnancy that may arise during a Trip Coverage Period.
11. Conditions caused by or contributed by (a) **an act of war;** (b) The inadvertent release of nuclear energy when government funds are available for treatment of Illness or Injury arising from such release of nuclear energy; (c) An Insured Person participating in the **military service** of any country; (d) An Insured Person participating in an **insurrection, rebellion, or riot**; (e) Services received for any condition caused by an Insured Person's commission of, or attempt to commit a **felony or to which a contributing cause was the Insured Person being engaged in an illegal occupation;** (f) An Insured Person, age 19 or older, being under the **influence of alcohol or intoxicants or of illegal narcotics** or non-prescribed controlled substances unless administered on the advice of a Physician.
12. Any services provided by a local, state or federal **government agency** except when payment under this Plan is expressly required by federal or state law.
13. Professional services received or supplies purchased from the Insured Person, a person who lives in the Insured Person's home or who is **related to the Insured Person** by blood, marriage or adoption, or the Insured Person's employer.
14. Inpatient or outpatient services of a **private duty nurse.**
15. Inpatient room and board charges in connection with a **Hospital stay primarily for environmental change, physical therapy or treatment of chronic pain**; Custodial Care or rest cures; services provided by a rest home, a home for the aged, a nursing home or any similar facility service.
16. Inpatient room and board charges in connection with a Hospital stay primarily for **diagnostic tests** which could have been performed safely on an outpatient basis.
17. Treatment of **Mental, Emotional of Functional Nervous Conditions or Disorders**.
18. Treatment of **Drug, alcohol, or other substance addiction or abuse**.
19. **Dental services,** dentures, bridges, crowns, caps or other dental prostheses, extraction of teeth or treatment to the teeth or gums, except as specifically stated under Dental Care and/or Dental Care for Accidental Injury in the Benefits section of this Plan.
20. Dental and orthodontic services for Temporomandibular Joint Dysfunction (**TMJ**).
21. **Orthodontic Services,** braces and other orthodontic appliances.
22. **Dental Implants:** Dental materials implanted into or on bone or soft tissue or any associated procedure as part of the implantation or removal of dental implants.
23. **Hearing aids.**
24. Routine **hearing tests.**
25. **Optometric services,** eye exercises including orthoptics, eyeglasses, contact lenses, routine eye exams, and routine eye refractions, except as specifically stated in this Plan.
26. An **eye surgery** solely for the purpose of correcting refractive defects of the eye, such as near-sightedness (myopia), astigmatism and/or farsightedness (presbyopia).
27. Outpatient **speech therapy**.
28. Any **Drugs**, medications, or other substances except as specifically stated in this Plan. This includes, but is not limited to, items dispensed by a Physician.
29. Any intentionally **self-inflicted Injury or Illness**.
30. **Cosmetic surgery** or other services for beautification, including any medical complications that are generally predictable and associated with such services by the organized medical community. This exclusion does not apply to Reconstructive Surgery to restore a bodily function or to correct a deformity caused by Injury or congenital defect of a newborn child, or to Medically Necessary reconstructive surgery performed to restore symmetry incident to a mastectomy.
31. Procedures or treatments to change characteristics of the body to those of the opposite sex. This includes any medical, surgical or psychiatric treatment or study related to **sex change**.
32. Treatment of **sexual dysfunction** or inadequacy.
33. All services related to the evaluation or treatment of **fertility and/or Infertility**, including, but not limited to, all tests, consultations, examinations, medications, invasive, medical, laboratory or surgical procedures including sterilization reversals and In vitro fertilization
34. All **contraceptive** services and supplies, including but not limited to, all consultations, examinations, evaluations, medications, medical, laboratory, devices, or surgical procedures.

35. **Cryopreservation** of sperm or eggs.
36. **Orthopedic shoes** (except when joined to braces) or shoe inserts, including orthotics.
37. Services primarily for **weight reduction** or treatment of obesity including morbid obesity, or any care which involves weight reduction as a main method of treatment.
38. **Routine physical exams** or tests that do not directly treat an actual Illness, Injury or condition, including those required by employment or government authority.
39. Charges by a provider for **telephone consultations.**
40. Items which are furnished primarily for the Eligible Participant's **personal comfort** or convenience (air purifiers, air conditioners, humidifiers, exercise equipment, treadmills, spas, elevators and supplies for hygiene or beautification, etc.).
41. **Educational services** except as specifically provided or arranged by the Insurer.
42. **Nutritional counseling** or food supplements.
43. **Durable medical equipment** not specifically listed as Covered Services in the Covered Services section of this Plan. Excluded durable medical equipment includes, but is not limited to: orthopedic shoes or shoe inserts; air purifiers, air conditioners, humidifiers; exercise equipment, treadmills; spas; elevators; supplies for comfort, hygiene or beautification; disposable sheaths and supplies; correction appliances or support appliances and supplies such as stockings.
44. **Physical and/or Occupational Therapy/Medicine,** except when provided during an inpatient Hospital confinement or as specifically provided under the benefits for Physical and/or Occupational Therapy/Medicine.
45. All i**nfusion therapy** together with any associated supplies, Drugs or professional services are excluded.
46. **Growth Hormone Treatment.**
47. Routine **foot care** including the cutting or removal of corns or calluses; the trimming of nails, routine hygienic care and any service rendered in the absence of localized Illness, Injury or symptoms involving the feet.
48. **Charges for which the Insurer are unable to determine the Insurer's liability** because the Eligible Participant or an Insured Person failed, within 60 days, or as soon as reasonably possible to: (a) authorize the Insurer to receive all the medical records and information the Insurer requested; or (b) provide the Insurer with information the Insurer requested regarding the circumstances of the claim or other insurance coverage.
49. Charges for the services of a **standby Physician.**
50. Charges for **animal to human organ transplants.**
51. Under the medical treatment benefits, for loss due to or arising from a motor vehicle Accident if the Insured Person operated the vehicle without a proper license in the jurisdiction where the Accident occurred.
52. Medical treatment, services, supplies, or Confinement in a Hospital owned or operated by **a national government** or its agencies. (This exclusion does not apply to charges the law requires the Insured Person to pay.)
53. Claims arising from loss due to riding in any **aircraft** except one licensed for the transportation of passengers.
54. Claims arising from participation in interscholastic or professional and/or non-professional club **sports or sports event** or participation in mountaineering, motor racing, speed contests, skydiving, hang gliding, parachuting, spelunking, heliskiing, extreme skiing or bungee cord jumping.
55. Treatment for or arising from **sexually transmittable diseases**. (This exclusion does not apply to HIV, AIDS, ARC or any derivative or variation.)
56. Treatment of **Congenital Conditions**.

Pre-existing Conditions
Pre-existing conditions are covered under this plan.

VII. Prescription Drug Benefits

Pharmacy means a licensed retail pharmacy.

Prescription means a written order issued by a Physician.

What Is Covered

1. Outpatient Drugs and medications that federal and/or State law restrict to sale by Prescription only.
2. Insulin.
3. Insulin syringes prescribed and dispensed for use with insulin.
4. All non-infused compound Prescriptions that contain at least one covered Prescription ingredient.

Conditions of Service

The Drug or medicine must be:

1. Prescribed in writing by a Physician and dispensed within one Period of Insurance of being prescribed, subject to federal or state laws.
2. Approved for use by the Food and Drug Administration.
3. For the direct care and treatment of the Insured Person's Illness, Injury or condition. Dietary supplements, health aids or drugs for cosmetic purposes are not included.
4. Purchased from a licensed retail Pharmacy or other authorized entity in the country in which purchased.

The drug or medicine must **not** be used while the Insured Person is an inpatient in any facility.

The Prescription must not exceed a 30-day supply.

Prescription Drug Exclusions and Limitations

Prescription Drug reimbursement is subject to and treated as part of any benefit maximums, limitations on Pre-existing Conditions or any other exclusions or limitations contained in this entire Plan. In addition, reimbursement will not be provided for:

1. Drugs and medications not requiring a Prescription, except insulin.
2. Self-administered injectable drugs, except insulin.
3. Non-medical substances or items.
4. Contraceptive Drugs and devices prescribed for birth control, Drugs and medications used to induce non-spontaneous abortions.
5. Dietary supplements, cosmetics, health or beauty aids.
6. Any vitamin, mineral, herb or botanical product which is believed to have health benefits, but does not have Food and Drug Administration (FDA) approved indication to treat, diagnose or cure a medical condition.
7. Drugs taken while the Insured Participant or Insured Dependants are in a Hospital, Skilled Nursing Facility, rest home, sanitarium, convalescent hospital or similar facility.
8. Any Drug labeled "Caution, limited by federal law to investigational use" or Non-FDA approved investigational Drugs, any Drug or medication prescribed for experimental indications (such as progesterone suppositories).
9. Syringes and/or needles, except those dispensed for use with insulin.
10. Durable medical equipment, devices, appliances and supplies.
11. Immunizing agents, biological sera, blood, blood products or blood plasma.
12. Oxygen.
13. Professional charges in connection with administering, injecting or dispensing of Drugs.
14. Drugs and medications dispensed or administered in an outpatient setting, including but not limited to outpatient hospital facilities and doctor's offices.
15. Drugs used for cosmetic purposes.
16. Drugs used for the primary purpose of treating infertility.
17. Anorexiants or Drugs associated with weight loss.
18. Allergy desensitization products, allergy serum.
19. Drugs for treatment of a condition, Illness, or Injury for which benefits are excluded or limited by a Preexisting Condition, or other contract limitation.
20. Growth Hormone Treatment.
21. Prescription Drugs with a non-prescription (over the counter) chemical and dose equivalent.
22. The replacement of lost or stolen Prescription Drugs.

Exception to Exclusions and Limitations for certain Cancer Drug treatment

An exception is made to the Exclusions and Limitations for certain cancer drug treatment. If a drug has not yet received formal FDA approval for use in treating a specific cancer, but is recognized for treatment of that specific cancer in one of the following references, it will be covered; AMA Drug Evaluations, American Hospital Formulary Service Drug Information, U.S. Pharmacopoeia Drug Information, or recommended by review article or editorial comment in a major peer-reviewed professional journal. In addition, a service will not be considered experimental or investigational if it is part of a clinic trial program.

VIII. General Provisions

Third Party Liability

No benefits are payable for any Illness, Injury, or other condition for which a third party may be liable or legally responsible by reason of negligence, an intentional act, or breach of any legal obligation on the part of such third party. Nevertheless, the Insurer will advance the benefits of this Plan to the Insured Person subject to the following:

1. The Insured Participant agrees to advise the Insurer, in writing, within 60 days of any Insured Person's claim against the third party and to take such action, provide such information and assistance, and execute such paper as the Insurer may require to facilitate enforcement of the claim. The Insured Participant and Insured Person also agree to take no action that may prejudice the Insurer's rights or interests under this Plan. Failure to provide notice of a claim or to cooperate with the Insurer, or actions that prejudice the Insurer's rights or interests, will be material breach of this Plan and will result in the Insured Participant being personally responsible for reimbursing the Insurer.
2. The Insurer will automatically have a lien, to the extent of benefits advanced, upon any recovery that any Insured Person receives from the third party, the third party's insurer, or the third party's guarantor. Recovery may be by settlement, judgment or otherwise. The lien will be in the amount of benefits paid by the Insurer under this Plan for the treatment of the Illness, disease, Injury or condition for which the third party is liable.

Benefits for Medicare Eligible Insured Persons

Insured Persons eligible for Medicare receive the full benefits of this Plan, except for those Insured Persons listed below:

1. Insured Persons who are receiving treatment for end-stage renal disease following the first 30 months such Insured Persons are entitled to end-stage renal disease benefits under Medicare, regardless of group size.
2. Insured Persons who are entitled to Medicare benefits as disabled persons, unless the Insured Persons have a current employment status, as determined by Medicare rules, through a Group of 100 or more employees (subject to COBRA legislation).
3. Insured Persons who are entitled to Medicare for any other reason, unless the Insured Persons have a current employment status, as determined by Medicare rules, through a Group of 20 or more employees (subject to COBRA legislation).

In cases where exceptions 1, 2 or 3 apply, the Insurer will determine the Insurer's payment and then subtract the amount of benefits available from Medicare. The Insurer will pay the amount that remains after subtracting Medicare's payment. Please note, the Insurer will not pay any benefit when Medicare's payment is equal to or more than the amount which we would have paid in the absence of Medicare.

For example: Assume exception 1, 2 or 3 applies to the Insured Person, and he/she is billed for $100 of Covered Expense. And assume in the absence of Medicare, the Insurer would have paid $80. If Medicare pays $50, the Insurer would subtract that amount from the $80 and pay $30. However, if in this example, Medicare's payment is $80 or more, the Insurer will not pay a benefit.

Alternate Cost Containment Provision

If it will result in less expensive treatment, the Insurer may approve services under an alternate treatment plan. An alternate treatment plan may include services or supplies otherwise limited or excluded by the Plan. It must be mutually agreed to by the Insurer, the Insured Person, and the Insured Person's Physician, Provider, or other healthcare practitioner. The Insurer's offering an alternate treatment plan in a particular case in no way commits the Insurer to do so in another case, nor does it prevent the Insurer from strictly applying the express benefits, limitations, and exclusions of the Plan at any other time or for any other Insured Person.

Terms of the Insured Participant's Plan

1. **Entire Contract and Changes**: The entire contract between the Group and the Insurer is as stated in the Policy and the entire contract between the Insured Participant and the Insurer is as stated in the Certificate of Coverage including the endorsements, application, and the attached papers, if any. No change in the Policy or Certificate of Coverage shall be effective until approved by one of the Insurer's officers. This approval must be noted on or attached to the Certificate of Coverage. No agent may change the Policy or waive any of its provisions.

2. **Payment of Premiums:** Premiums are payable in advance. Premiums must be paid monthly including any contributions the Insured Participant must make. The Insurer may change the premium rates from time to time. The Insurer must give the Group written notice of any premium rate change at least 30 days prior to the change. The Insurer may not increase premiums without first providing written notification to the Group at least 30 days prior to the date the increase is to take effect, with the exception of retroactive premium rate increases related to fraud or the intentional misrepresentation of a material fact.

3. **Grace Period:** There is a Grace Period of 31 days allowed for the payment of each premium after the first premium.

4. **Representations:** All statements made by the Insured Participant or the Group shall be considered representations and not warranties. The Insurer must provide the Insured Participant or the Group with a copy of any statements used to contest coverage.

5. **Time Limit on Certain Defenses/Misstatements on the Application:** After two years from the Effective Date of the Policy, the Insurer will not contest the validity of the Policy. After two years from the Insured Participant's Effective Date of Coverage, no misstatements on the Eligible Participant's application may be used to:
   a. void this coverage, or
   b. deny any claim for loss incurred or disability that starts after the 2 year period.

   The above does not apply to fraudulent misstatements.

6. **Legal Actions:** The Insured Person cannot file a lawsuit before 60 days after the Insurer has been given written proof of loss. No action can be brought after 3 years from the time that proof is required to be given.

7. **Conformity with State Statutes:** If any provision of this Plan which, on its Effective Date, is in conflict with the statutes of the state in which the Policyholder resides, it is amended to conform to the minimum requirements of those statutes.

8. **Provision in Event of Partial Invalidity:** If any provision or any word, term, clause, or part of any provision of this Plan shall be invalid for any reason, the same shall be ineffective, but the remainder of this Plan and of the provision shall not be affected and shall remain in full force and effect.

9. **The Claims Process**
   Notice of Claim: Within 20 days after an Insured Person receives Covered Services, or as soon as reasonably possible, he/she or someone on his/her behalf, must notify the Insurer in writing of the claim.

   Within 15 days after the Insurer receive the Insured Person's written notice of claim, the Insurer must:
   a. acknowledge receipt of the claim;
   b. begin any investigation of the claim;
   c. specify the information the Eligible Participant must provide to file proof of loss. (The Insurer can request additional information during the investigation if necessary.)
   d. send the Insured Person any forms the Insurer require for filing proof of loss. If the Insurer does not send the forms within this time period, the Insured Person can file proof of loss by giving the Insurer a letter describing the occurrence, the nature and the extent of the Insured Person's claim. The Insured Person must give the Insurer this letter within the time period for filing proof of loss.

   Proof of Loss: Within 90 days after the Insured Person receives Covered Services, he/she must send the Insurer written proof of loss. If it is not reasonably possible to give the Insurer written proof in the time required, the Insurer will not reduce or deny the claim for being late if the proof is filed as soon as reasonably possible. Unless the Insured Person is not legally capable, the required proof must always be given to the Insurer no later than one year from the date otherwise required.

   All benefits payable under the Plan will be payable immediately upon receipt of due written proof of such loss. Should the Insurer fail to pay the benefits payable under the Plan, the Insurer shall have 15 workings days thereafter within which to mail the Insured Person a letter or notice which states the reasons the Insurer may have for failing to pay the claim, either in whole or in part, and which also gives the Insured Person a written itemization of any documents or other information needed to process the claim or any portions thereof which are not being paid. When all of the listed documents or other information needed to process the claim has been received, the Insurer shall then have 15 working days within which to process and either pay the claim or deny it, in whole or in part, giving the Insured Person the reasons the Insurer may have for denying such claim or any portion thereof.

   Subject to proof of loss, all accrued benefits payable under the Plan for loss of time will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which the Insurer are liable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of such proof.

   Time Payment of Claims: Benefits for a loss covered under this Plan will be paid as soon as the Insurer receives proper written proof of such loss. Any benefits payable to the Insured Participant and unpaid at the Insured Participant's death will be paid to the Insured Person's estate.

   Payment of Claims: The Insurer may pay all or a portion of any indemnities provided for health care services to the health care services provider, unless the Insured Participant directs otherwise in writing by the time proofs of loss are filed. The Insurer cannot require that the services be rendered by a particular health care services provider.

   Assignment of Claim Payments: The Insurer will recognize any assignment made under the Plan, if:
   1. It is duly executed on a form acceptable to the Insurer; and
   2. A copy is on file with the Insurer.

   The Insurer assumes no responsibility for the validity or effect of an assignment.

   Payment to a Managing Conservator: Benefits paid on behalf of a covered dependent child may be paid to a person who is not the Insured Participant, if an order issued by a court of competent jurisdiction in this or any other state names such person the managing conservator of the child.

   To be entitled to receive benefits, a managing conservator of a child must submit to the Insurer with the claim form, written notice that such person is the managing conservator of the child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as managing conservator. This will not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Insured Participant where the Insured Participant has paid any portion of a medical bill that would be covered under the terms of the Plan.

10. **Misstatement of Age:** If the age of an Insured Person has been misstated, an adjustment of premiums shall be made based on the Insured Person's true age. If age is a factor in determining eligibility or amount of insurance and there has been a misstatement of age, the insurance coverages or amounts of benefits, or both, shall be adjusted in accordance with the Insured Person's true age. Any such misstatement of age shall neither continue insurance otherwise validly terminated nor terminate insurance otherwise validly in force.

11. **Right to Recovery:** If the Insurer makes benefit payments in excess of the benefits payable under the provisions of the Plan, the Insurer has the right to recover such excess from any persons to, or for, or with respect to whom, such payments were made.

12. **Plan Administrator – COBRA and ERISA.** In no event will the Insurer be plan administrator for the purpose of compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the Employee Retirement Income Security Act (ERISA). The term "plan administrator" refers either to the Group or to a person or entity other than the Insurer, engaged by the Group to perform or assist in performing administrative tasks in connection with the Group's health plan. The Group is responsible for satisfaction of notice, disclosure and other obligations of administrators under ERISA. In providing notices and otherwise performing under the Continuation (COBRA) section of this certificate (if applicable), the Group is fulfilling statutory obligations imposed on it by federal law and, where applicable, acting as the Eligible Participant's agent.

13. **Waiver of Rights:** Failure by the Insurer to enforce or require compliance with any provision herein will not waive, modify or render such provision unenforceable at any other time, whether the circumstances are or are not the same.

14. **Physical Exam and Autopsy:** The Insurer has the right to require a medical examination, at reasonable intervals, or an autopsy, where not prohibited by law, when a claim is made. If an examination or autopsy is required, the Insured Participant will not have to pay for it.

15. **Required Information:** The Group will furnish the Insurer all information necessary to calculate the Premium and all other information that the Insurer may require. Failure of the Group to furnish the information will not invalidate any insurance, nor will it continue any insurance beyond the last day of coverage. The Insurer has the right to examine any records of the Group, any person, company or organization which may effect the Premiums and benefits of the Plan.

    The Insurer's right to examine any records exists:
    1. During the time the Plan is in force; or
    2. Until the Insurer pay the last claim.

The Insurer is not responsible for any claim for damages or injuries suffered by the Insured Person while receiving care in any Hospital, Ambulatory Surgical Center, skilled nursing facility, or from any Provider. Such facilities are providers act as independent contractors and not as employees, agents or representatives of the Insurer.

The Insurer is entitled to receive from any provider of service information about the Insured Person which is necessary to administer claims on the Insured Person's behalf. This right is subject to all applicable confidentiality requirements. By submitting an application for coverage, the Insured Participant has authorized every provider furnishing care to disclose all facts pertaining to the Insured Participant's and his/her Insured Dependent's care, treatment, and physical condition, upon the Insurer's request. The Insured Participant agrees to assist in obtaining this information if needed.

Payments of benefits under this Plan neither regulate the amounts charged by providers of medical care nor attempt to evaluate those services.

Grievance Procedures: If the Insured Person's claim is denied in whole or in part, he/she will receive written notification of the denial. The notification will explain the reason for the denial.

The Insured Person has the right to appeal any denial of a claim for benefits by submitting a written request for reconsideration with the Insurer. Requests for reconsideration must be filed within 60 days after receipt of the written notification of denial. When the Insurer receives the Insured Person's written request, the Insurer will review the claim and arrive at a determination.

If the matter is still not resolved to the Insured Person's satisfaction, he/she may request a second review of the claim by sending the Insurer a written request for a second reconsideration. This written request must be filed within 60 days of the Eligible Participant's receipt of the Insurer's written notification of the result of the first review. If the issue involves a dispute over the coverage of medical services, or the extent of that coverage, the second review will be completed by physician consultants who did not take part in the initial reconsideration. The Insured Person will be informed, in writing, of the Insurer's final decision.

The Insurer shall not take any retaliatory action, such as refusing to renew or canceling coverage, against the Eligible Participant or the Group because the Eligible Participant, the Group, or any person acting on the Eligible Participant's or the Group's behalf, has filed a complaint against the Insurer or has appealed a decision made by the Insurer.

The Insurer will meet any Notice requirements by mailing the Notice to the Group at the billing address listed on our records. The Group will meet any Notice requirements by mailing the Notice to:

HM Life Insurance Company
120 Fifth Avenue
Fifth Avenue Place
Pittsburgh, PA 15222

Dispute Resolution
All complaints or disputes relating to coverage under this Plan must be resolved in accordance with the Insurer's grievance procedures. Grievances may be reported by telephone or in writing. All grievances received by the Insurer that cannot be resolved by telephone conversation (when appropriate) to the mutual satisfaction of both the Insured Person and the Insurer will be acknowledged in writing, along with a description of how the Insurer proposes to resolve the grievance.

The Insurer shall not take any retaliatory action, such as refusing to renew or canceling coverage, against the Insured Participant and his/her Insured Dependents or the Group because the Insured Participant's, the Group's, or any person's action on the Insured Person's or the Group's behalf, has filed a complaint against the Insurer or has appealed a decision made by the Insurer.