



Atlas MedEvac

Description of Coverage

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Important Notice and Disclaimer Concerning the United States Patient Protection and Affordable Care Act

This insurance is not subject to, and does not provide certain insurance benefits required by the United States' Patient Protection and Affordable Care Act ("PPACA"). PPACA requires certain U.S. citizens or U.S. residents to obtain PPACA compliant health insurance, or "minimum essential coverage." PPACA also requires certain employers to offer PPACA compliant insurance coverage to their employees. Tax penalties may be imposed on U.S. residents or citizens who do not maintain minimum essential coverage, and on certain employers who do not offer PPACA compliant insurance coverage to their employees. In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. **You** should consult **your** attorney or tax professional to determine whether this policy meets any obligations **you** may have under PPACA.

Description of Coverage Summary

This Description of Coverage is a summary of the provisions contained in Master Policy No.CI25-AM-1 For a complete copy of the Master Policy, please contact WorldTrips.

This Description is to help **you** understand the insurance that **your** certificate provides. It details the key features, benefits, limitations, exclusions, definitions, Schedule of Benefits and Limits, and any endorsements, applying to **your certificate**. The levels of coverage which apply to **your** coverage are detailed in the Schedule of Benefits and Limits.

Important Features of Your Travel Insurance

Cancellation

We hope **you** are happy with the cover this policy provides. However, if after reading it, this insurance does not meet with **your** requirements, please notify **us** of **your** wish to cancel and **we** will refund **your** premium. Premiums will be refunded in full if a cancellation request is received prior to the **certificate effective date**.

Premiums may be refunded after the **certificate effective date** subject to the following provisions:

- a. Only the prorated portion of the premium will be refunded; and
- b. **You** cannot have filed any claims to be eligible for a premium refund.

Claims

This insurance policy has in it a Claims Procedure which tells **you** what steps **you** must take to file a claim, and explains **our** obligations to **you**. Beginning on the last day of **your certificate period**, **you** shall have sixty (60) days to provide **us** **proof of claim**.

Appeals and Complaints

This insurance policy has in it an Appeals and Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make an appeal or complaint. The written appeal must be submitted within ninety (90) days from the later of the date the claim was denied or the termination date of the policy.

Definitions

This insurance policy has defined terms, indicated by bolded words (excluding headers). The defined terms may be found in the relevant benefit section or in the general definitions.

Notice

Any notice to **you** shall be placed in the United States' mail, postage prepaid, and addressed to **your** mailing address on file as of the date the notice is mailed.

You may contact **us** at the below for cancellation or to update **your** information. **You** are required to notify **us** of any change in mailing address or change of **home country** within fifteen (15) days.

Online: <https://worldtrips.my.site.com/MemberPortal>

Postal Mail: WorldTrips
P.O. Box 240358
Apple Valley, MN 55124
USA

Data Protection

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

We will not disclose **your** personal information to third parties outside Tokio Marine HCC and **our** partners unless there is a legal basis for us to do so, including where we have your consent, where the processing is necessary for performance of our contracted services, is necessary for us to comply with the law of the countries in which **we** do business or when complying with the legal process, or where the data is processed for our legitimate interests. **You** may review the WorldTrips privacy policy here: <https://www.worldtrips.com/about-worldtrips/privacy-policy>

Rights of Third Parties

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

Law and Jurisdiction

No action of law or equity may be brought to recover benefits under this insurance until 60 days after written proof of claim has been provided to **us**. No such action to recover benefits under this insurance may be brought

after the end of three (3) years after the time written proof of claim is required to be furnished. This does not impact **your** general rights under law to pursue a legal action against **us**. The validity, interpretation, and performance of this agreement shall be governed by and construed in accordance with the laws of Cayman Islands.

Arbitration

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “ARBITRATION AND CLASS ACTION WAIVER”, AND IF YOU DO NOT OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND WORLDTrips AND/OR THE INSURERS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

WorldTrips

WorldTrips is a subsidiary of HCC Insurance Holdings, Inc., d/b/a Tokio Marine HCC. The master policy has been issued by TMHCC (CI) Insurance SPC Ltd. acting on behalf of and for the account of TMHCC (CI) – Travel SP 1, a Cayman Islands incorporated company licensed with the Cayman Islands Monetary Authority as a Class B(iii) insurer, to Conyers Trust Company (Cayman) Limited, a Cayman Islands incorporated company licensed with the Cayman Islands Monetary Authority to conduct trust business (Licence No. 94030) in its capacity as trustee of the TMHCC(CI) – Travel Trust, a Cayman Islands law governed trust.

Member Eligibility

U.S. Citizens and non-U.S. Citizens who are at least fourteen (14) days of age and no more than the age of fifty (50) years are eligible for coverage outside of their home countries.

Certificate Effective & Termination Dates

Certificate Effective Date

Insurance hereunder is effective on the later of:

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

Certificate Termination Date

Insurance hereunder terminates on the earlier of:

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

- c. The moment of arrival upon **your** return to **your home country** (unless **you** have started an eligible benefit period).

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

Schedule of Benefits and Limits

Plan Details	
Overall Maximum Limit	\$75,000
Deductible	\$0
Benefits	Limit
Emergency Medical Evacuation	Up to \$50,000
Repatriation of Remains	Up to \$25,000
Local Burial or Cremation	Up to \$5,000

Claim Procedures

Claims Notification

All claims and related claim information, including a **proof of claim**, should be submitted to WorldTrips at the contact information below, or online.

Online: <https://worldtrips.my.site.com/MemberPortal>

Postal Mail: WorldTrips
P.O. Box 240358
Apple Valley, MN 55124
USA

Proof of Claim

You must send **proof of claim** for any expenses that **you** are requesting to be paid by **us**. This includes treatment or services for which the medical provider bills **us** directly. No payments will be made by **us** without **you** first submitting a **proof of claim**.

We must receive **proof of claim** for an incident within sixty (60) days of the last day of **your certificate period** (or for claims incurred during a benefit period, sixty (60) days from the date the claim is incurred).

A **proof of claim** must include all of the following:

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

Subsequent to receipt of **proof of claim**, **we** may, at **our** sole discretion, request and require additional information, including but not limited to medical records necessary to confirm whether coverage exists for any claim prior to payment thereof.

Claims Cooperation

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

Access to Additional Materials

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

Other Insurance

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

Appeal and Complaints Procedure

Appealing a Claim

In the event **we** deny all or part of a claim under this insurance, **you** may file a written appeal with **us**. The written appeal must be submitted within ninety (90) days from the later of the date the claim was denied or the termination date of the policy. The appeal must include sufficient information to identify the claim under appeal and must specify the reason(s) for the appeal with supporting documentation, if applicable.

Please submit **your** written appeal online, by email, or by postal mail at the following:

Online: <https://worldtrips.my.site.com/MemberPortal>
Email: appeals@worldtrips.com
Postal WorldTrips Appeals
Mail: P.O. Box 241778
Apple Valley, MN 55124
USA

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

Arbitration and Class Action Waiver

Excluding claims for injunctive or other equitable relief, or for remedies available in small claims court, ANY DISPUTE OR CONTROVERSY BETWEEN **YOU** AND ANY OF WORLDTRIPS, INSURERS OR THEIR AFFILIATES ARISING OUT OF OR RELATING TO THIS MASTER POLICY, INCLUDING WITHOUT LIMITATION, ANY AND ALL DISPUTES, CLAIMS (WHETHER IN TORT, CONTRACT, STATUTORY OR OTHERWISE) OR DISAGREEMENTS CONCERNING THE EXISTENCE, BREACH, INTERPRETATION, APPLICATION OR TERMINATION OF THIS MASTER POLICY, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION PURSUANT to the Federal Arbitration Act and in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect, inclusive of the JAMS Inc. Consumer Arbitration Minimum Standards to the extent applicable (collectively, “JAMS Rules”), and inclusive of provisions in the JAMS Rules allowing for the discovery or exchange of non-privileged information relevant to the dispute. Such claims shall be arbitrated on an individual basis only and the parties waive any right or authority for any claims to be resolved in a class, consolidated, representative, collective or private attorney general action or arbitration.

Instructions regarding how to commence an arbitration are available on the JAMS website, located at <https://www.jamsadr.com>. If **you** initiate arbitration, **you** will be required to pay to JAMS its case initiation fee then in effect. All other costs of administering the arbitration (*i.e.*, any remaining fees for JAMS administrative services or the arbitrator’s services), shall be borne by WorldTrips. The arbitration shall take place in Houston, Texas or at **your** option in **your** hometown area, virtually or via written submissions alone. The arbitral tribunal shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The arbitration shall be conducted in the English language. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to determine arbitrability of any disputes arising out of or relating to this Master Policy. Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney’s fees, to the prevailing party. This agreement to arbitrate does not apply to claims **you** may have for medical malpractice against **your** medical providers.

You may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice (“Notice”) to WorldTrips. The Notice must be postmarked no later than sixty (60) days after the last day of **your** certificate period. The Notice must be mailed to: HCC Insurance Holdings, 13403 Northwest Freeway, Houston, Texas 77040, to the attention of the Chief Legal Officer. This procedure is the only mechanism by which **you** can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of this Master Policy, or any previous or future arbitration agreements that **you** have entered into with WorldTrips.

Misrepresentation or Fraud

Application

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

Claims

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

Medical Evacuation & Repatriation Expenses

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

Emergency Medical Evacuation

YOU ARE COVERED FOR:

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

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

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

YOU ARE NOT COVERED IF:

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

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

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

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

Repatriation of Remains

YOU ARE COVERED FOR:

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

YOU ARE NOT COVERED IF:

1. The **illness** or **injury** giving rise to the expense is excluded under this insurance; or
2. Travel arrangements are not approved in advance and coordinated by **us**; or
3. Expenses arise directly or indirectly from anything in the General Exclusions.

We are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily

remains incurred during the repatriation process or otherwise.

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

Local Burial or Cremation

YOU ARE COVERED FOR:

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

YOU ARE NOT COVERED IF:

1. The **illness** or **injury** giving rise to the expense is excluded under this insurance; or
2. Travel arrangements are not approved in advance and coordinated by **us**; or
3. The death occurs in **your home country**; or
4. The Emergency Medical Evacuation or Repatriation of Remains benefit is used; or
5. Expenses arise directly or indirectly from anything in the General Exclusions.

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

Terrorism

YOU ARE COVERED FOR:

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

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

1. The **injury** or **illness** does not result from the use of any biological, chemical, **cyber**, radioactive or nuclear agent, material, device or weapon; and
2. **You** have no direct or indirect involvement in the Act of Terrorism; and
3. The Act of Terrorism is not in a country or location where U.S. Department of State has issued a level 3 or higher travel advisory that has been in effect within the sixty (60) days immediately prior to **your** date of arrival; and
4. **You** have not failed to depart a country or location within ten (10) days following the date a level 3 or higher travel advisory for that country or location is issued by the United States government.

YOU ARE NOT COVERED IF:

1. Loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any

of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, cost or expense:

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

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

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

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

The following definitions apply to Terrorism:

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

General Exclusions

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

1. For persons who enroll in this plan while confined to a hospital, rehabilitation facility, long-term care facility, **extended care facility**, nursing, rest, or convalescent home, a place for the aged, a place providing mainly **custodial, educational, or rehabilitative care**, a hospice, or a facility mainly used for the **treatment** of substance or alcohol abuse, benefits attributed to **injury** or **illness** are not eligible until thirty (30) days after discharge from the facility.
2. **Injury** sustained on an aircraft, whether commercial or private, while riding as a pilot, student pilot, operator, crew member, or flying any aircraft in connection with acrobatic or stunt flying, racing or

endurance tests, rocket-propelled aircraft, crop dusting, seeding or spraying, firefighting, exploration, any form of hunting or herding, aerial photography, banner towing, or any experimental purpose.

3. **Injury** sustained while **you** are a passenger in any aircraft that does not have a current and valid airworthy certificate and/or an aircraft not piloted by a person who holds a valid certificate of competency of such aircraft.
4. All forms of cancer / malignant neoplasm.
5. Intentional self-inflicted **injury** or **illness** and/or suicide or attempted suicide whether sane or insane.
6. **Injury or illness** sustained that is due wholly or partially to the effects of alcohol, illegal , or drugs not taken in accordance with treatment prescribed by a **physician** and except drugs prescribed for the treatment of substance abuse, or **injury** sustained while under the influence of drugs or alcohol as (i) defined under the law of the jurisdiction, or (ii) with a .08 Blood Alcohol Content (BAC), whichever is lower; or (iii) an expert's report, such as that of a medical practitioner or forensic expert; (iv) the witness report of a third party, or (v) **your** own admission; or (vi) the description of events **you** described to **us** or **you** had described to any treating medical professional (such as a paramedic, nurse, doctor) or attending emergency service member as documented in their records.
7. Incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
8. **Investigational, experimental or for research** purposes.
9. Not **medically necessary**.
10. Provided by a **relative**, family member or any person who ordinarily resides with **you**.
11. Provided at no cost to **you**.
12. Payable under any government system, including the Australian Medicare system.
13. Payable under Workers' Compensation or Employer's Liability Laws, or by any coverage provided or required by law.
14. Charges exceeding usual, reasonable and customary.
15. Charges resulting from or occurring during the commission of a violation of law, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
16. Any **illness** or **injury** incurred as a result of epidemics, pandemics, public health emergencies, natural disasters, or other disease outbreak conditions that may affect a person's health when, prior to **your** effective date, any of the following were issued:
 - a. The United States Centers for Disease Control & Prevention had issued a Warning/Alert Level 3 or higher for a location or destination, including common carriers; or
 - b. The United States Centers for Disease Control & Prevention had issued a Global or Worldwide Warning/Alert Level 3 or higher.

This exclusion is applicable when 1) any of the above were in effect within sixty (60) days immediately prior to **your** effective date or 2) within ten (10) days following the date the alert/warning is issued **you** have failed to depart the country or location. This exclusion does not apply to charges resulting from COVID-19/SARS-CoV-2.
17. War, military action or while on duty as a member of a police or military force unit.
18. Travel or accommodations unless arranged by **us**.
19. Incurred outside **your certificate period**.
20. Submitted to **us** for payment more than sixty (60) days after the last day of the **certificate period**.

21. Complications or consequences of a treatment or condition excluded hereunder.
 22. Not included as Eligible Expenses as described herein.
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Definitions

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

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

Certificate Period means the period of time beginning on the date and time of the **certificate effective date** and ending on the date and time of the **certificate termination date**. The certificate period is a maximum of twelve (12) months.

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

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

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

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

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

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

Hospital means an institution which operates as a **hospital** pursuant to law, and is licensed by the state or country in which it operates; and operates primarily for the reception, care and treatment of sick or injured persons as **inpatients**; and provides twenty-four (24) hour nursing service by registered nurses on duty or call;

and has a staff of one or more **physicians** available at all times; and provides organized facilities and equipment for diagnosis and treatment of acute medical conditions on its premises; and is not primarily a rehabilitation facility, long-term care facility, **extended care facility**, nursing, rest, **custodial care** or convalescent home, a place for the aged, drug addicts, alcoholics or runaways; or similar establishment.

Illness means a sickness, disorder, pathology, abnormality, ailment, disease or any other medical, physical or health condition. **Illness** does not include learning disabilities, attitudinal disorders or disciplinary problems.

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

Inpatient means an admitted patient who occupies a hospital bed for medical treatment and whose admission was recommended by a **physician**.

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

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

Local Ambulance means transportation from within a metro area to a hospital or other appropriate health care facility. Other than in an emergency, air ambulance may be substituted for ground ambulance if in rural area and unreachable by ground ambulance.

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

Member means an individual who is covered under this insurance.

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

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

Physician means a Doctor of Medicine (MD), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatry (DPM), Doctor of Osteopathy (DO), a licensed Physical Therapist or Physiotherapist, and a Doctor of Psychology (Psy.D). Physician also includes an Advanced Practice Registered Nurse (APRN), Certified Nurse Practitioner (CNP), Certified Registered Nurse Anesthetist (CRNA), Nurse Midwife or a Physician Assistant (PA) under the direction of a medical doctor. A physician must be currently licensed by

the jurisdiction in which the services are provided, and the services must be within the scope of that license and covered under this Master Policy.

Relative means biological or stepparent; biological or stepchild; current **spouse**; biological or stepsiblings; or parent-in-law or sibling-in-law.

Spouse means **your** legal spouse or domestic partner. Such relationship must have met all requirements of a valid marriage contract, domestic partnership, or civil union in the state or country where the parties' ceremony was performed.

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

Sudden(ly)/Unexpected(ly) means quickly with little or no warning, not expected and unforeseen.

Terms means all terms, provisions, conditions, definitions, **deductibles**, **coinsurance**, limits, sub-limits, limitations, wordings, restrictions, requirements, qualifications and/or exclusions that bind the Insured Person as set forth in the Master Policy, Application and any Riders.

Treated/Treating/Treatment means any and all services and procedures rendered in the management and/or care of a patient for the purpose of identifying, diagnosing, treating, curing, preventing, controlling and/or combating any **illness** or **injury**, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic testing or evaluation of any kind, pharmacotherapy or other medication, and/or surgery.

Usual, Reasonable and Customary means the most common charge for similar services, medicines or supplies within the geographic area in which the charge is incurred, so long as those charges are reasonable. What is defined as **usual, reasonable and customary** charges will be determined by **us**. In determining whether a charge is **usual, reasonable and customary**, **we** may consider one or more of the following factors: the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services; the severity or nature of the **illness** or **injury** being treated; the amount charged for the same or comparable services, medicines or supplies in the locality; the amount charged for the same or comparable services, medicines or supplies in other parts of the country where the charges are incurred; the cost to the provider of providing the service, medicine or supply; such other factors **we**, in the reasonable exercise of discretion, determine are appropriate.

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

We/Us/Our means WorldTrips.
