



StudentSecure®  
Description of Coverage

*This Description of Coverage is a summary of the provisions contained in Master Policy No. 151920-STU. For a complete copy of the Master Policy, please contact HCC Medical Insurance Services.*

*Patient Protection and Affordable Care Act (“PPACA”): This insurance is not subject to, and does not provide certain of the insurance benefits required by, the United States PPACA. In no event will Underwriters provide benefits in excess of those specified in the policy documents, and this insurance is not subject to guaranteed issuance or renewal. PPACA requires certain U.S. residents and citizens to obtain PPACA compliant insurance coverage. In certain circumstances penalties may be imposed on U.S. residents and citizens who do not maintain PPACA compliant insurance coverage. You should consult your attorney or tax professional to determine if PPACA’s requirements are applicable to you.*

*The policy contains the plan benefits, including a lifetime maximum that you have selected. Please review your choices to ensure that you have sufficient coverage to meet your medical needs.*

**MEMBER ELIGIBILITY, CERTIFICATE EFFECTIVE DATE, CERTIFICATE TERMINATION DATE,  
BENEFIT PERIOD AND HOME COUNTRY COVERAGE**

**A. ELIGIBILITY**

Individuals up to age 65 years are eligible for this plan subject to the following requirements:

1. Participants
  - a. Must be a Full-time Student at a college or university, excluding online colleges and universities, or within 31 days of being a Full-time Student at a college or university; or must be a student under age 19 enrolled in a secondary school traveling outside of the U.S.; or must be a Full-time Scholar affiliated with an educational institution and performing work or research for at least 30 hours per week. The Full-time Student/Scholar status requirement is waived for Participants within the U.S. holding a valid F-1 visa (including those students on OPT) or a J-1 visa. Full-time status requirements remain in force for individuals holding M-1, or other category visas; and
  - b. Must be residing outside his or her Home Country for the purpose of pursuing international educational activities; and
  - c. Must not have obtained residency status in the Host Country.
  - d. Participants in the U.S. must hold a valid education related Visa. A copy of the I-20 or DS2019 may be requested.

**B. CERTIFICATE EFFECTIVE DATE**

Insurance hereunder is effective on the later of:

1. The moment Underwriters receive the application and correct premium (if application and payment is made online or by fax); or
2. 12:01am U.S. Eastern Time on the date Underwriters receive the Application and payment (if application and payment is made by mail); or
3. 12:01am U.S. Eastern Time on the date the Participant meets the eligibility requirements.

**C. TERMINATION DATE**

Insurance hereunder terminates on the earliest of:

1. 11:59pm U.S. Eastern Time on the last day of the period for which premium has been paid; or
2. 11:59pm U.S. Eastern Time on the last date requested on the Application; or
3. 12:01am U.S. Eastern Time on the date the Participant no longer meets eligibility requirements; or
4. The moment the Participant returns to the Home Country (except as allowed by the Home Country Coverage provisions of this coverage).

**D. BENEFIT PERIOD**

While the Certificate is in effect, the Benefit Period does not apply. Upon termination of the Certificate, in accordance with section C of this provision, Underwriters will pay Eligible Medical Expenses, as defined herein, for up to 60 days beginning on the first day of diagnosis or treatment of a covered Injury or Illness while the Participant is outside his or her Home Country and while the Certificate was in effect. The Benefit Period applies only to Eligible Medical Expenses related to a condition for which the Member was hospitalized as Inpatient on the Termination Date of the Certificate.

**E. HOME COUNTRY COVERAGE**

1. Benefit Period – In the event that a Member begins a Benefit Period while the Certificate is in effect, and the Certificate terminates in accordance with item C of this provision, Underwriters will pay Eligible Medical Expenses, as defined herein, which are incurred in the Member’s Home Country during the Benefit Period. Home Country Coverage applies only to Eligible Medical Expenses related to a condition for which the Member was hospitalized as Inpatient on the Termination Date of the Certificate.
2. Incidental Home Country Coverage – For each three (3) months during which a Member is covered hereunder, Medical Expenses only are covered during incidental trips totaling no more than 15 days duration per three-month period of coverage. Incidental visit time must be used within the three-month period earned, and the Member must continue his or her international trip in order to be eligible for this benefit. Return to the Member’s Home Country must not be taken for the purpose of obtaining treatment of an Illness or Injury that began while traveling.

Except for a Benefit Period as provided hereunder, coverage provided under this Master Policy is for a maximum duration of 365 days for non-U.S. citizens or residents whose travel does not include the U.S. or U.S. Territories, and for all other Members, the maximum Certificate Period is 364 days. Any extension is based upon the eligibility rules in force and is solely at the discretion of Underwriter.

Notwithstanding the foregoing, coverage under this insurance shall terminate on the date Underwriters, at their sole option; elect to cancel all Members of the same sex, age, class or geographic location, provided Underwriters give no less than 30 days advance written notice by mail to the Member’s last known address.

**PREMIUM**

Payment of the required Premium shall be remitted to Underwriters on or before the Member’s Certificate Effective Date or continuation date (if applicable). Premium is considered to be paid on the date the payment instrument is received by Underwriters, provided such instrument provides immediately available funds.

Premiums may be refunded after the Certificate Effective Date subject to the following provisions:

- a. a \$25 cancellation fee will apply; and
- b. only premium for unused whole-months, if paying in monthly installments, or unused days, if paid in full, of the plan will be refunded; and
- c. only Members who have no claims are eligible for premium refund; and
- d. no refund of premium shall be granted after 60 days.

**SCHEDULE OF BENEFITS AND LIMITS**

Except as specifically indicated otherwise, all benefits are subject to Deductible, Coinsurance, and are per Certificate Period.

Benefit	Limit
<b>Certificate Period Maximum</b> (except for Emergency Medical Evacuation, Repatriation of Remains, Emergency Reunion, Accidental Death & Dismemberment, and Personal Liability):	
StudentSecure Elite	\$500,000
StudentSecure Select	\$300,000

StudentSecure Budget	\$250,000
StudentSecure Smart	\$200,000
<b>Maximum Benefit per Injury or Illness:</b>	
StudentSecure Elite	\$500,000
StudentSecure Select	\$300,000
StudentSecure Budget	\$250,000
StudentSecure Smart	\$100,000
<b>Deductible:</b>	
StudentSecure Elite and Select	Except for Emergency Room, \$25 for PPO and Student Health Center per Injury or Illness; otherwise \$50 per Injury or Illness. If treatment received outside of U.S. \$25 per illness or injury.
StudentSecure Budget	Except for Emergency Room, \$45 for PPO and Student Health Center per Injury or Illness; otherwise \$90 per Injury or Illness. If treatment received outside of U.S. \$45 per illness or injury.
StudentSecure Smart	Except for Emergency Room, \$50 for PPO and Student Health Center per Injury or Illness; otherwise \$100 per Injury or Illness. If treatment received outside of U.S. \$50 per illness or injury.
<b>Emergency Room Deductible – Claims incurred in U.S.</b>	
StudentSecure Elite and Select	\$100 deductible for treatment received in an Emergency Room
StudentSecure Budget	\$350 deductible for treatment received in an Emergency Room
StudentSecure Smart	\$350 deductible for treatment received in an Emergency Room
<b>Coinsurance – Claims incurred in U.S.</b>	
StudentSecure Elite	Within the PPO: Underwriters will pay 100% of Eligible Expenses after the Deductible to the Certificate Period Maximum.  Outside the PPO: Underwriters will pay 80% of the next \$5,000 of Eligible Expenses after the Deductible, then 100% to the Certificate Period Maximum.
StudentSecure Select	Underwriters will pay 80% of the next \$5,000 of Eligible Expenses after the Deductible, then 100% to the Certificate Period Maximum.
StudentSecure Budget	For the Certificate Period, Underwriters will pay 80% of the next \$25,000 of Eligible Expenses after the Deductible, then 100% to the Certificate Period Maximum.
StudentSecure Smart	For the Certificate Period, Underwriters will pay 80% of Eligible Expenses after the Deductible to the Certificate Period Maximum.
<b>Coinsurance – Claims incurred outside U.S.</b>	For the Certificate Period, Underwriters will pay 100% of Eligible Expenses after the Deductible up to the Certificate Period Maximum
<b>Hospital Room and Board</b>	Average Semi-Private room rate, including nursing services
<b>Local Ambulance</b>	
StudentSecure Elite and Select	\$750 per Injury or Illness, when covered Illness or Injury results in Inpatient hospitalization

StudentSecure Budget	\$500 per Injury or Illness, when covered Illness or Injury results in Inpatient hospitalization
StudentSecure Smart	\$300 per Injury or Illness, when covered Illness or Injury results in Inpatient hospitalization
<b>Intensive Care Unit</b>	Usual, Reasonable and Customary charges
<b>Hospital Pre-certification Penalty</b>	50% of Eligible Medical Expenses
<b>Outpatient Treatment</b>	Usual, Reasonable and Customary charges
<b>Outpatient Prescription Drugs</b>	
StudentSecure Elite	80% of Actual charges
StudentSecure Select, Budget, and Smart	50% of Actual charges
<b>Mental Health Disorders</b>	
StudentSecure Elite and Select (includes Drug Abuse and Alcohol Abuse)	Out-Patient: After Deductible, Eligible Expenses will be paid at 80% up to the Certificate Period Maximum within the PPO or 60% outside the PPO for a maximum of 30 visits per Certificate Period. In-Patient: After Deductible, Eligible Expenses will be paid at 80% up to the Certificate Period Maximum within the PPO or 60% outside the PPO for a maximum of 30 days per Certificate Period. Treatment must not be provided at a Student Health Center.
StudentSecure Budget (includes Drug Abuse and Alcohol Abuse)	Outpatient: \$50 Maximum per day, \$500 Maximum per Certificate Period. Inpatient: Usual, Reasonable and Customary charges up to \$10,000 Maximum per Certificate Period. Treatment must not be provided at a Student Health Center
StudentSecure Smart	Outpatient: \$50 Maximum per day, \$500 Maximum per Certificate period Inpatient: Usual, Reasonable and Customary charges to \$5,000 Maximum per Certificate Period. Treatment must not be provided at a Student Health Center
<b>Acute onset of Pre-existing Condition (StudentSecure Smart only)</b> (Excludes chronic and congenital conditions)	After Deductible and Coinsurance, \$25,000 Lifetime maximum for Eligible Medical Expenses
<b>Maternity Care for a Covered Pregnancy</b>	
StudentSecure Elite and Select	After Deductible, Eligible Expenses will be paid at 80% up to the Certificate Period Maximum within the PPO or 60% outside the PPO
StudentSecure Budget	After Deductible, Eligible Expenses will be paid at 80% Within the PPO or 60% outside the PPO up to a certificate Period Maximum of \$5,000.
StudentSecure Smart	No Coverage
<b>Nursery Care of Newborn:</b>	
StudentSecure Elite and Select	\$750 Maximum per Certificate Period
StudentSecure Budget	\$250 Maximum per Certificate Period
StudentSecure Smart	No Coverage
<b>Therapeutic Termination of Pregnancy</b>	\$500 Maximum per Certificate Period
<b>Physical Therapy &amp; Chiropractic Care</b>	
StudentSecure Elite	Maximum \$75 per visit per day Must be ordered in advance by a Physician and not obtained at a Student Health Center
StudentSecure Select and Budget	Maximum \$50 per visit per day Must be ordered in advance by a Physician and not obtained at a

	Student Health Center
StudentSecure Smart	Maximum \$25 per visit per day Must be ordered in advance by a Physician and not obtained at a Student Health Center
<b>Intercollegiate, interscholastic, intramural, or club sports</b>	
StudentSecure Elite and Select	\$5,000 Maximum per Injury or Illness Medical expenses only
StudentSecure Budget	\$3,000 Maximum per Injury or Illness Medical expenses only
StudentSecure Smart	No Coverage
<b>All Other Eligible Medical Expenses</b>	Usual, Reasonable and Customary charges
<b>Dental Treatment due to Accident</b>	
StudentSecure Elite, Select and Budget	\$250 Maximum per tooth \$500 Maximum per Certificate Period
StudentSecure Smart	No coverage
<b>Dental Treatment to alleviate pain</b>	
StudentSecure Elite, Select and Budget	\$100 Maximum per Certificate Period (not subject to Deductible or Coinsurance)
StudentSecure Smart	No Coverage
<b>Emergency Medical Evacuation:</b>	
StudentSecure Elite	Not subject to Deductible or Coinsurance \$500,000
StudentSecure Select	Not subject to Deductible or Coinsurance \$300,000
StudentSecure Budget	Not subject to Deductible or Coinsurance \$250,000
StudentSecure Smart	Not subject to Deductible or Coinsurance \$ 50,000
<b>Repatriation of Remains:</b>	
StudentSecure Elite	\$50,000 Maximum (not subject to Deductible or Coinsurance)
StudentSecure Select	\$25,000 Maximum (not subject to Deductible or Coinsurance)
StudentSecure Budget	\$25,000 Maximum (not subject to Deductible or Coinsurance)
StudentSecure Smart	\$25,000 Maximum (not subject to Deductible or Coinsurance)
<b>Emergency Reunion:</b>	
StudentSecure Elite and Select	\$5,000 Lifetime Maximum (subject to a maximum of 15 days, not subject to Deductible or Coinsurance)
StudentSecure Budget	\$1,000 Lifetime Maximum (subject to a maximum of 15 days, not subject to Deductible or Coinsurance)
StudentSecure Smart	\$1,000 Lifetime Maximum (subject to a maximum of 15 days, not subject to Deductible or Coinsurance)
<b>Terrorism</b>	
StudentSecure Elite, Select and Budget	\$50,000 Maximum Lifetime Limit, Eligible Medical Expenses only
StudentSecure Smart	No Coverage
<b>Accidental Death and Dismemberment</b>	

StudentSecure Elite and Select	Not subject to Deductible or Coinsurance Principal Sum (Lifetime Maximum): \$25,000  Death – Principal Sum Loss of 2 Limbs – Principal Sum Loss of 1 Limb – One half Principal Sum
StudentSecure Budget and Smart	No Coverage
<b>Personal Liability</b>	
StudentSecure Elite	\$250,000
StudentSecure Select, Budget and Smart	No Coverage

### UNITED STATES PREFERRED PROVIDER ORGANIZATION (PPO) REQUIREMENTS

Nothing contained in this insurance restricts or interferes with the Member's right to select the Hospital, Physician or other medical service provider of the Member's choice. Nothing contained in this insurance restricts or interferes with the relationship between the Member and the Hospital, Physician or other providers with respect to treatment or care of any condition nor the right of any Member to receive, at his or her own expense, services and/or supplies that are not covered under this insurance.

To comply with the United States Preferred Provider Organization requirements, the Member must receive medical treatment from PPO providers while in the United States. If the Member chooses to comply with the PPO requirements, and the expenses are incurred in a PPO provider, Underwriters will waive the Coinsurance applicable to the expenses.

Members may review a listing of Hospitals, Physicians and other medical service providers included in the PPO Network for the area where the Member will be receiving treatment by accessing the Internet website for HCC Medical Insurance Services at: [www.hccmis.com](http://www.hccmis.com).

### PRE-CERTIFICATION REQUIREMENTS

The following expenses must always be Pre-certified:

- Inpatient care
- any Surgery or Surgical Procedure
- care in an Extended Care Facility
- Home Nursing Care
- Durable Medical Equipment
- artificial limbs
- Computerized Tomography (CAT Scan)
- Magnetic Resonance Imaging (MRI)
- Maternity (see special requirements in item 2 below)

To comply with the Pre-certification requirements, the Member must:

1. Contact the Plan Administrator at the telephone number contained in the Member's Certificate as soon as possible before the expense is to be incurred; and
2. If Pre-certification is for Maternity, contact the Plan Administrator at the telephone number contained in the Member's Certificate as soon as possible but always
  - a. during the first 90 days of Pregnancy, and
  - b. immediately upon any change in status during Pregnancy, and
  - c. upon admission to a Hospital for Delivery; and
3. Comply with the instructions of the Plan Administrator and submit any information or documents they require; and
4. Notify all Physicians, Hospitals and other providers that this insurance contains Pre-certification requirements and ask them to fully cooperate with the Plan Administrator.

If the Member complies with the Pre-certification requirements, and the expenses are Pre-certified, Underwriters will pay Eligible Medical Expenses subject to all terms, conditions, provisions and exclusions herein. If the Member does not comply with the Pre-certification requirements or if the expenses are not Pre-certified:

1. Eligible Medical Expenses will be reduced by 50%; and

2. The Deductible will be subtracted from the remaining amount; and
3. The Coinsurance will be applied.

Emergency Pre-certification: In the event of an Emergency Hospital admission, Pre-certification must be made within 48 hours after the admission, or as soon as is reasonably possible.

Pre-certification Does Not Guarantee Benefits – The fact that expenses are Pre-certified does not guarantee either payment of benefits or the amount of benefits. Eligibility for and payment of benefits are subject to all the terms, conditions, provisions and exclusions herein.

Concurrent Review – For Inpatient stays of any kind, the Plan Administrator will Pre-certify a limited number of days of confinement. Additional days of Inpatient confinement may later be Pre-certified if a Member receives prior approval.

## CLAIM PROCEDURES

Notice of Claim, Claimant's Statement and Authorization, and Proof of Claim must be mailed to:  
HCC Medical Insurance Services, LLC  
P.O. Box 2005  
Farmington Hills, MI 48333-2005

Proof of Claim – When Underwriters receive notice of claim, they will provide the Member with forms for filing Proof of Claim. The following is considered to be Proof of Claim:

1. A completed and signed Claimant's Statement and Authorization form, together with any/all required attachments; and
2. Original itemized bills from Physicians, Hospitals and other medical providers; and
3. Original receipts for any expenses which have already been paid by or on behalf of the Member.

The Member shall have 60 days beginning on the last day of the Certificate Period to submit Proof of Claim to Underwriters, unless medical services were rendered after the Certificate Termination Date, in which case the Member shall have 60 days from the date the claim is incurred to submit Proof of Claim to Underwriters. Subsequent to receipt of Proof of Claim, Underwriters may, at their sole discretion, request and require additional information, including but not limited to medical records, necessary to confirm the validity of any claim prior to payment thereof.

### Appealing a Claim –

*Time Limit* – In the event Underwriters deny all or part of a claim under this insurance, the Member shall have 90 days from the date the notice of denial was mailed to the Member's last known address to file a written appeal with Underwriters. The written 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.

*Appeal Procedure* – Within 60 days of Underwriters' receipt of the appeal, Underwriters' will review the claim. A written response will be forwarded to the Member. Within 60 days of receipt of Underwriters' response to the appeal, the Member may initiate a second appeal. Within 60 days of Underwriters' 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 the Member.

## ELIGIBLE EXPENSES

### **ELIGIBLE MEDICAL EXPENSES**

Subject to the Deductible, Coinsurance and limits set forth in the Schedule of Benefits and Limits, Underwriters will pay the following expenses incurred while this insurance is in effect:

1. Charges made by a Hospital for:
  - a. Daily room and board and nursing services not to exceed the average semi-private room rate; and
  - b. Daily room and board and nursing services in Intensive Care Unit; and
  - c. Use of operating, treatment or recovery room; and
  - d. Services and supplies which are routinely provided by the Hospital to persons for use while Inpatients; and
  - e. Emergency treatment of an Injury or Illness, even if Hospital confinement is not required. However, charges for use of the emergency room itself within the United States will be subject to a Deductible as provided under the Schedule of Benefits and Limits.

2. For Surgery at an Outpatient surgical facility, including services and supplies.
3. For charges made by a Physician for professional services, including Surgery. Charges for an assistant surgeon are covered up to 20% of the Usual, Reasonable and Customary charge of the primary surgeon, but standby availability will not be deemed to be a professional service and therefore is not covered hereunder.
4. For dressings, sutures, casts or other supplies which are Medically Necessary and administered by a Physician. But excluding nebulizers, oxygen tanks, diabetic supplies, supplies that are available over the counter or without prescriptions and support or brace appliances.
5. For diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, behavioral and educational testing are not included).
6. For artificial limbs, eyes or larynx, breast prosthesis or basic functional artificial limbs, but not the replacement or repair thereof.
7. For reconstructive Surgery when the Surgery is directly related to Surgery which is covered hereunder.
8. For radiation therapy or treatment and chemotherapy.
9. For hemodialysis and the charges by the Hospital for processing and administration of blood or blood components but not the cost of the actual blood or blood components.
10. For oxygen and other gasses and their administration.
11. For anesthetics and their administration by a Physician.
12. For 60 day maximum supply of drugs which require prescription by a Physician for treatment of a covered Injury or Illness, but excluding drugs: prescribed for the treatment of diabetes, replacement of lost, stolen, damaged, expired or otherwise compromised drugs.
13. For care in a licensed Extended Care Facility upon direct transfer from an Acute Care Hospital.
14. Home Nursing Care in bed by a qualified licensed professional, provided by a Home Health Care Agency upon direct transfer from an Acute Care Hospital and only in lieu of Medically Necessary Inpatient Hospitalization.
15. Emergency Local Ambulance transport necessarily incurred in connection with Injury or Illness resulting in Hospitalization.
16. Emergency Dental Treatment and Dental Surgery necessary to restore or replace sound natural teeth lost or damaged in an Accident which was covered under this insurance for StudentSecure Elite, Select and Budget only. No benefit for StudentSecure Smart.
17. Emergency Dental Treatment necessary to alleviate acute onset of pain, provided treatment is obtained within 24 hours of the acute onset of pain for StudentSecure Elite, Select and Budget only. No benefit for StudentSecure Smart.
18. Medically Necessary rental of Durable Medical Equipment (consisting of a standard basic hospital bed and or a standard basic wheelchair) up to the purchase prices.
19. Physical Therapy if prescribed by a Physician for treatment of a covered Injury or Illness covered hereunder.
20. For StudentSecure Elite, Select and Budget only, routine and Medically Necessary care of Newborns as provided in the Schedule of Benefits, provided that the delivery of the Newborn is covered hereunder.
21. For pre-natal care, delivery of Newborn, and post-natal care related to a Covered Pregnancy.
22. For treatment of Mental Health conditions. For StudentSecure Elite, Select and Budget only, Mental Health conditions includes Drug Abuse and Alcohol Abuse as herein defined.

#### **ELIGIBLE EXPENSES – EMERGENCY MEDICAL EVACUATION**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following expenses arising out of Emergency Medical Evacuation incurred while this insurance is in effect:

1. Emergency air transportation to a suitable airport nearest to the Hospital where the Member will receive treatment; and
2. Emergency ground transportation necessarily preceding Emergency air transportation; and from the destination airport to the Hospital where the Member will receive treatment.

#### **Conditions and Restrictions:**

- a. The Member must be in compliance with all conditions and provisions of the insurance; and
- b. Underwriters will provide Emergency Medical Evacuation benefits only when the Illness or Injury giving rise to the Emergency Medical Evacuation is covered under this Insurance; and
- c. Underwriters will provide Emergency Medical Evacuation Benefits only when all of the following conditions are met:
  - i. Medically Necessary treatment, services and supplies cannot be provided locally; and
  - ii. Transportation by any other method would result in loss of Member's life or limb; and
  - iii. Recommended by the attending Physician who certifies to the above; and
  - iv. Agreed upon by the Member or a Relative of the Member; and
  - v. Approved in advance and coordinated by Underwriters; and



- vi. The condition giving rise to the Emergency Medical Evacuation occurred spontaneously 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.
- d. Underwriters will provide Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary treatment, services and supplies to prevent the Member's loss of life or limb.
- e. Underwriters will use their best efforts to arrange any Emergency Medical Evacuation within the least amount of time possible. The Member understands that the timeliness of Emergency Medical Evacuation can be affected by circumstances which are not within the control of Underwriters 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. The Member agrees to hold Underwriters harmless and Underwriters shall not be held liable for any delays that are not within their direct and immediate control.

**ELIGIBLE EXPENSES – REPATRIATION OF REMAINS**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Repatriation of Remains expenses arising from the death of a Member:

- 1. Air or ground transportation of bodily remains or ashes to the airport or ground transportation terminal nearest to the Principal Residence of the deceased Member; and
- 2. Reasonable costs of preparation of the remains necessary for transportation.

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. Repatriation of Remains must be approved in advance and coordinated by Underwriters; and
- c. Underwriters will provide Repatriation of Remains benefits only when the death of the Member occurs as a result of an Injury or Illness that is covered under this insurance; and
- d. Underwriters will provide Repatriation of Remains Benefits only when the Death of the Member occurs while this insurance is in effect; and
- e. Underwriters will use their best efforts to arrange any Repatriation of Remains within the least amount of time possible. The Member understands that the timeliness of Repatriation can be affected by circumstances which are not within the control of Underwriters 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. The Member, and his/her heirs, agrees to hold Underwriters harmless and Underwriters shall not be held liable for any delays which are not within their direct and immediate control. Further, Underwriters 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.

**ELIGIBLE EXPENSES - EMERGENCY REUNION**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Emergency Reunion expenses, following an Emergency Medical Evacuation under this insurance or in the event that a Member is hospitalized as Inpatient for at least five days due to a life-threatening condition:

- 1. The cost of an economy round-trip air or ground transportation ticket for one Relative of the Member for transportation to the terminal serving the area where the Member is Hospitalized or is to be Hospitalized following Emergency Medical Evacuation; and
- 2. Reasonable expenses for lodging and meals for the Relative, which are incurred in the area where the Member is Hospitalized for a period not to exceed 15 days.

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. Emergency Reunion must be approved in advance and coordinated by Underwriters; and
- c. Underwriters will provide Emergency Reunion Benefits only following: (1) an Emergency Medical Evacuation of a Member that is covered hereunder; or (2) Inpatient Hospitalization of a Member for at least five days due to a life-threatening covered condition.
- d. Emergency Reunion benefits not related to an Emergency Medical Evacuation will be paid only following the end of the minimum five day Inpatient Stay.

**ELIGIBLE EXPENSES – ACCIDENTAL DEATH AND DISMEMBERMENT (StudentSecure Elite and Select ONLY)**

Subject to the Limits set forth in the Schedule of Benefits and Limits, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay the following Accidental Death and Dismemberment benefit:

- 1. Accidental Death – Underwriters will pay the Principal Sum to the Beneficiary. The Principal Sum is \$25,000.

2. Accidental Dismemberment –

- a. Loss of 2 or more Limbs or Sight in both eyes – Underwriters will pay the Principal Sum, as indicated in item 1 of this section, to the Member.
- b. Loss of 1 Limb or Sight in one eye – Underwriters will pay one-half of the Principal Sum, as indicated in item 1 of this section, to the Member.

Conditions and Restrictions:

- a. The Member must be in compliance with all conditions and provisions of this insurance; and
- b. The Accident giving rise to the Accidental Death or Dismemberment must be covered under this insurance; and
- c. The Accidental Death or Dismemberment must be due solely to Accidental Injury and not contributed to directly or indirectly by sickness or Illness or participating in any of the following:
  1. War or act of war, whether declared or undeclared.
  2. The Member's participation in a riot, insurrection or violent disorder.
  3. The Member's service in the armed forces of any country.
  4. Suicide or attempted suicide or self-inflicted Injury, while sane or insane.
  5. The voluntary use of any chemical compound, poison or drug, unless used according to the directions of a Physician.
  6. Committing or attempting to commit a felony.
  7. Mental Health Disorder, or Pregnancy.
  8. As the result of Intoxication as defined by the laws of the jurisdiction in which the accident occurred of the Member, whether directly or indirectly.
  9. Myocardial infarction or cerebrovascular accident (CVA / Stroke).
  10. Infection, except infection through a wound caused solely by an accident.
  11. Injury while riding, boarding, or alighting from an aircraft if the employee Member was operating the aircraft, learning to operate the aircraft, serving as a member of the aircraft crew, or if the aircraft was being used for any purpose other than passenger transportation.
  12. Medical or surgical treatment for any of the above.; and
- d. In no event will Underwriters' payment under this benefit total more than the Principal Sum.

**WAR, TERRORISM, BIOLOGICAL, CHEMICAL, NUCLEAR EXCLUSION**

War, Terrorism, Biological, Chemical, Radioactive, Nuclear: Notwithstanding any provision to the contrary within this insurance or any endorsement or rider attached hereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature 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:

1. 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; and
2. the use of any biological, chemical, radioactive or nuclear agent, material, device or weapon; however, this exclusion (2) shall not apply where the Member is exposed to nuclear radioactive and/or radioactive material for the purpose of medical treatment; and
3. any Act of Terrorism, except as follows for (StudentSecure Elite, Select and Budget ONLY):

Underwriters will pay 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:

- a. The Injury or Illness does not result from the use of any biological, chemical, radioactive or nuclear agent, material, device or weapon; and
- b. The Member has no direct or indirect involvement in the Act of Terrorism; and
- c. The Act of Terrorism is not in a country or location where the United States government has issued a travel advisory that has been in effect within the 6 months immediately prior to the Member's date of arrival; and
- d. The Member has not unreasonably failed or refused to depart a country or location following the date an advisory to leave that country or location is issued by the United States government.

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.

This insurance also excludes 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 (1), (2) or (3) above.

If Underwriters 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 the Member.

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

#### OTHER EXCLUSIONS

Charges for the following treatments and/or services and/or supplies and/or conditions are excluded from coverage hereunder:

1. Pre-existing Conditions – Charges resulting directly or indirectly from any Pre-existing Condition, as herein defined, are excluded from this insurance during the first six (6) months of coverage under StudentSecure Elite and Select, during the first twelve (12) months of coverage under Budget and throughout coverage under StudentSecure Smart.
2. Coverage Area – For all non-U.S. citizens electing coverage “Excluding the U.S.” and for all U.S. citizens or residents, no coverage is provided within the U.S., except for U.S. citizens or residents during an eligible Incidental Home Country visit or an eligible Benefit Period.
3. Routine pre-natal care, Pregnancy, child birth, post natal care, and nursery care of a newborn, unless directly related to a Covered Pregnancy as defined herein.
4. Diagnosis, testing and treatment for or related to any congenital condition.
5. Charges that are not Incurred, as herein defined, by a Member during his/her Certificate Period.
6. Charges for diagnosis, testing and treatment of any condition(s) when the purpose of departing the Home Country was to obtain treatment in the destination country/countries.
7. Charges for any benefit hereunder which are not presented to Underwriters for payment within 60 days beginning on the last day of the Certificate Period.
8. Diagnosis, testing, treatment, services or supplies which are not administered or ordered by a Physician.
9. Diagnosis, testing, treatment, services or supplies which are not Medically Necessary as herein defined.
10. Diagnosis, , testing, treatment, services or supplies provided at no cost to the Member.
11. Charges which exceed Usual, Reasonable and Customary as herein defined.
12. Telephone consultations or failure to keep a scheduled appointment.
13. Surgeries, diagnosis, testing, treatments, services or supplies which are Investigational, Experimental or for Research purposes.
14. All charges Incurred while confined primarily to receive Custodial Care, Educational or Rehabilitative Care, or any medical treatment in any establishment for the care of the aged, except rehabilitative care received upon direct transfer from an acute care Hospital.
15. Diagnosis, testing, or treatment of obesity or weight modification, including but not limited to wiring of the teeth and all forms of intestinal bypass Surgery.
16. Modifications of the physical body in order to improve the psychological, mental or emotional well-being of the Member, including but not limited to sex-change Surgery.
17. Surgeries, diagnosis, , testing, treatments, services or supplies for cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is directly related to and follows a Surgery which was covered hereunder.
18. Diagnosis, testing, or treatment for HIV, AIDS or ARC, and all diseases caused by and/or related to HIV.
19. Any drug, treatment or procedure that either promotes or prevents conception including but not limited to: any form of birth control, artificial insemination, treatment for infertility or impotency, sterilization or reversal of sterilization.
20. Any drug, treatment or procedure that either promotes, enhances or corrects impotency or sexual dysfunction.
21. Elective termination of Pregnancy.
22. Dental Treatment, except for Emergency Dental Treatment necessary to replace sound natural teeth lost or damaged in an Accident covered hereunder or, under StudentSecure Elite, Select or Budget, for the Emergency relief of Acute Onset of pain.
23. Corrective devices and medical appliances, including eyeglasses, contact lenses, hearing aids, hearing implants, eye refraction, visual therapy, and any examination or fitting related to these devices, dentures or dental appliances, and all vision and hearing tests and examinations.
24. Eye surgery, such as corrective refractive surgery, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.
25. Diagnosis, testing or treatment of the temporomandibular joint.

26. All expenses Incurred while covered under StudentSecure Smart and expenses in excess of \$3,000 while covered under StudentSecure Budget or expenses in excess of \$5,000 for StudentSecure Elite and Select, and for Injury or Illness sustained while taking part in intercollegiate, interscholastic, intramural, or club sports, and all expenses for any Injury or Illness sustained while taking part in any other Amateur Athletics. This does not include athletic activities which are non-contact and engaged in by the Member solely for leisure, recreational, entertainment or fitness purposes unless such sports or activities are otherwise excluded by this insurance.
27. Injury sustained while taking part in the following activities:
  - a. professional sports including practice; and
  - b. mountaineering where a reasonably prudent person would use ropes or guides or at elevations of 4,500 meters or higher; and
  - c. aviation (except when traveling solely as a passenger in a commercial aircraft); and
  - d. hang gliding, sky diving, parachuting or bungee jumping; and
  - e. snow skiing or snowboarding, except for recreational downhill and/or cross country snow skiing or snowboarding (no cover provided whilst skiing away from prepared and marked in-bound territories and/or against the advice of the local ski school or local authoritative body); and
  - f. racing by any animal or motorized vehicle; and
  - g. spelunking; and
  - h. subaqua pursuits involving underwater breathing apparatus unless PADI/NAUI certified, accompanied by a certified instructor, and at depths of less than 10 meters; and
  - i. jet skiing; and
  - j. any other sport or activity, including Extreme Sports, which is undertaken for thrill seeking and exposes the Member to abnormal risk of Injury
28. Injury sustained while under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a Physician except drugs prescribed by a Physician for the treatment of Substance Abuse.
29. Costs resulting from self-inflicted Injury or Illness and/or suicide or attempted suicide whether sane or insane
30. Diagnosis, testing, and treatment of venereal disease, including all Sexually Transmitted Diseases and conditions.
31. Immunizations, Routine Physical Exams, and other diagnostic labs, x-rays, and procedures for screening or preventative purposes.
32. Diagnosis, testing, or treatment by a chiropractor, unless ordered in advance by a Physician for Medically Necessary treatment related to an Injury or Illness covered hereunder.
33. Expenses for physical therapy or treatment for Mental Health Disorders if treatment is obtained at a Student Health Center.
34. Charges resulting from or occurring during the commission of a violation of law by the Member, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
35. Voluntarily using any drug, narcotic or controlled substance, unless as prescribed by a Physician
36. Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy.
37. Any services, supplies, diagnosis, or treatments performed or provided by a Relative of the Member or any family member of the Member or any person who ordinarily resides with the Member.
38. Orthoptics, testing, and visual eye training.
39. Diagnosis, testing, treatment or supplies for the feet: orthopedic shoes, orthopedic prescription devices to be attached to or placed in shoes, treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions, and treatment of corns, calluses or toenails.
40. Diagnostic testing or procedures, services, supplies, or treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician.
41. Diagnosis, testing, or treatment of sleep apnea or other sleep disorders.
42. Exercise programs, whether or not prescribed or recommended by a Physician.
43. Diagnosis, testing, or treatment required as a result of complications or consequences of a treatment or condition not covered hereunder.
44. Charges for travel or accommodations, except as provided for in the Local Ambulance, Emergency Medical Evacuation, Repatriation of Remains, and Emergency Reunion sections of this insurance.
45. Diagnosis or treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
46. Organ or tissue transplants or related services.
47. Diagnosis, testing, or treatment for acne, other acne, moles, skin tags, diseases of sebaceous glands, seborrhea, sebaceous cyst, unspecified disease of sebaceous glands, hypertrophic and atrophic conditions of skin, nevus.
48. Medical conditions while on duty as a member of a police or military force or unit.
49. Claims payable under any government system, including the Australian Medicare system, are excluded from coverage.
50. Services, diagnosis, testing, supplies, or treatments that are not included as Eligible Expenses as described herein.

## DEFINITIONS

**Accident:** A sudden, unintentional and unexpected occurrence caused by external, visible means and resulting in physical Injury to the Member.

**Accidental Death:** A sudden, unintentional and unexpected occurrence resulting in physical Injury of the Member and subsequently death of the Member. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by Illness or disease.

**Accidental Dismemberment:** A sudden, unintentional and unexpected occurrence resulting in complete severance from the body of one or more Limbs or eyes and not be contributed to by Illness or disease. For purposes of the Accidental Death and Dismemberment benefit provided by this insurance, the term "Limb" shall mean: the arm when the severance is at or above (toward the elbow) the wrist, or the leg when the severance is at or above (toward the knee) the ankle. Loss of Sight shall mean: complete, permanent, irrevocable loss of sight.

**Acute Onset of Pain (Emergency Dental):** A sudden and unexpected occurrence of pain which occurs spontaneously and without advance warning, either in the form of Physician or Dentist recommendation or symptoms, including pain, which would have caused a prudent person to seek medical or dental attention prior to the onset of pain. Treatment must be obtained within 24 hours of the sudden and unexpected occurrence of pain.

**Acute Onset of Pre-existing Condition:** A The term "Acute Onset of a Pre-Existing Condition(s)" shall mean a sudden and unexpected outbreak or recurrence of a Pre-existing Condition(s) which occurs spontaneously and without advance warning either in the form of Physician recommendations or symptoms, is of short duration, is rapidly progressive, and requires urgent care. The Acute Onset of a Pre-existing Condition(s) must occur after the effective date of the policy. Treatment must be obtained within 24 hours of the sudden and unexpected outbreak or recurrence. A Pre-existing Condition that is a chronic or congenital condition or that gradually becomes worse over time will not be considered Acute Onset. This benefit does not include coverage for known, scheduled, required, or expected medical care, drugs or Treatments existent or necessary prior to the Effective Date of coverage.

**AIDS:** Acquired Immune Deficiency Syndrome as that term is defined by the United States Centers for Disease Control.

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

**ARC:** AIDS Related Complex as that term is defined by the United States Centers of Disease Control.

**Amateur Athletics:** A sport or other athletic activity that is organized and/or sanctioned, involving regular or scheduled practices and/or regular or scheduled games. This definition does not include athletic activities that are non-contact and engaged in by a Member solely for recreational, entertainment or fitness purposes and not for wage, reward or profit. Covered Amateur Athletics, when engaged in through intercollegiate, interscholastic, intramural, or club organizations, are: basketball, baseball, cross country, dance team, football, golf, kickball, soccer, softball, swimming, tennis, track, volleyball, weight training, and wrestling.

**Application:** The fully answered and signed Application which is attached to this Master Policy and the fully answered and signed Application which is attached to the Certificate issued to the Member.

**Assured:** The Atlas/International Citizen Group Insurance Trust, Hamilton, Bermuda.

**Beneficiary:** The individual named in the Participant's Application to be the recipient of any Accidental Death.

**Certificate:** The document issued to the Member which provides evidence of benefits payable under this Master Policy, and which includes the Member's Application.

**Certificate Period:** he 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.

**Coinsurance:** The payment by the Member of Eligible Expenses at the percentage specified in the Schedule of Benefits and Limits.

**Covered Pregnancy:** The Pregnancy of a Participant which began after the Effective Date of coverage.

**Custodial Care:** That type of care or service, wherever furnished and by whatever name called, that is designed primarily to assist a Member.

**Declaration:** The Declaration is attached to and forms a part of this Master Policy.

**Deductible:** The dollar amount of Eligible Expenses, specified in the Schedule of Benefits and Limits, that the Member must pay per Illness or Injury.

**Dental Treatment:** The care of teeth, gums or bones supporting the teeth, including dentures and preparation for dentures.

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

**Durable Medical Equipment:** A standard basic hospital bed and/or a standard basic wheelchair.

**Educational or Rehabilitative Care:** Care for restoration (by education or training) of one's ability to function in a normal or near normal manner following an Illness or Injury. This type of care includes, but is not limited to, vocational or occupational therapy and speech therapy.

**Emergency:** A medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Member's life or limb in danger if medical attention is not provided within 24 hours.

**Extended Care Facility:** 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 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.

**Extreme Sports:** Sports involving adrenaline-inducing action, including but not limited to BASE jumping, BMX freestyle, free-diving, skateboarding, skysurfing, surfing, whitewater kayaking, and whitewater rafting.

**Full-time Scholar:** An individual who is affiliated with an educational institution and is engaging in educational activities for at least 30 hours per week. These activities may include but not be limited to performing research in an area of specialty or teaching for a temporary period of time.

**Full-time Student:** A student at a college or university who is taking 10 credit hours (undergraduate students) or 6 credit hours (graduate students). Full-time Student status for individuals enrolled at colleges or universities that do not use a credit hour system must provide documentation of Full-time Student status.

**HIV+:** Laboratory evidence defined by the United States Centers for Disease Control as being positive for Human Immunodeficiency Virus infection.

**Home Country:** The Participant's Home Country is the country of Principal Residence as declared on the Application form. The Principal Residence is the location of the Participant's true, fixed, and permanent home.

**Home Health Care Agency:** A public or private agency or one of its subdivisions, which operates pursuant to law and is regularly engaged in providing Home Nursing Care under the supervision of a Registered Nurse, and maintains a daily record on each patient, and provides each patient with a planned program of observation and treatment by a Physician.

**Home Nursing Care:** Services provided by a Home Health Care Agency and supervised by a Registered Nurse, which are directed toward the personal care of a patient, provided always that such care is provided in lieu of Medically Necessary Inpatient care in a Hospital.

**Hospital:** 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 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 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.

**Host Country:** The country, other than the Home Country, in which the Participant will engage in educational pursuits. For legal residents and citizens of the U.S., the Host Country must be outside the U.S., including the U.S. Virgin Islands, Puerto Rico, Guam, American Samoa, and the Northern Mariana Islands.

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

**Incurred:** A charge is incurred on the date the service is provided or supply is purchased.

**Injury:** Bodily Injury resulting from an Accident.

**Inpatient:** A person who is an overnight resident patient of a Hospital, using and being charged for room and board.

**Intensive Care Unit:** 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:** Terms used to describe 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.

**Medically Necessary:** 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 Underwriters. A service or supply will not be considered Medically Necessary if is provided only as a convenience to the Member or provider, and/or is not appropriate for the Member's 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.

**Medical Specialist:** A Physician whose focus is one particular branch of Medicine. A Medical Specialist must be currently licensed by the state in which the services are provided, and the services must be within the scope of that license.

**Member:** An individual who is covered under this insurance.

**Mental Health Disorder:** 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:** A Member who receives Medically Necessary treatment by a Physician for Injury or Illness that does not require overnight stay in a Hospital.

**Participant:** The Full-time Student or Full-time Scholar who is pursuing international educational activities outside of his/her Home Country and who is enrolled for coverage under this Plan.

**Physician:** A doctor of Medicine (MD), doctor of Dental Surgery (DDS), doctor of Dental Medicine (DDM), doctor of Podiatry (DPM), doctor of Osteopathy (DO), doctor of Chiropractic (DC), a licensed Physical Therapist or Physiotherapist, and a doctor of Psychiatry (Psy.D) and a doctor of Psychology (Ph.D), Certified Registered nurse Anesthetist (CRNA) and Physician Assistant (PA) 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.

**Plan Administrator:** HCC Medical Insurance Services, LLC, 251 North Illinois Street, Suite 600, Indianapolis, Indiana, 46204, Telephone (317)262-2132, Fax (317)262-2140.

**Pre-existing Conditions:** Any (1) condition for which medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) was recommended or received during the 12 months immediately preceding the Certificate Effective Date; (2) condition that had manifested itself in such a manner that would have caused a reasonably prudent person to seek medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) within the 12 months immediately preceding the Certificate Effective Date; (3) injury, illness, sickness, disease, or other physical, medical, mental, or nervous conditions, disorder or ailment (whether known or unknown) that, with reasonable medical certainty, existed at the time of application or within the 12 months immediately preceding the Certificate Effective Date.

**Pregnancy:** The physical condition of being pregnant.

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

**Relative:** Biological or step parent, current spouse, biological or stepsiblings, or child or stepchild, age 18 or older.

**Routine Physical Exam:** Examination of the physical body by a Physician for preventative or informative purposes only, and not for the diagnosis or treatment of any condition. Routine Physical Exam also includes diagnostic labs, x-rays, and other procedures for screening, preventative, or informative purposes.

**Sexually Transmitted Diseases:** Syphilis, gonorrhea, lymphogranuloma venereum, chancroid, granuloma inguinale, chlamydiosis, trichomoniasis, genital candidiasis, genital herpes, Pelvic Inflammatory Disease (PID), Human Papillomavirus (HPV), mycoplasma genitalium, and viral hepatitis

**Student Health Center:** A medical facility of an educational institution that provides basic health services for students for a minimum of 10 hours per week during the school semester. Basic services must include staffing by a licensed medical provider (MD, CNP, or RN) for the purpose of assessment and treatment of minor Illnesses and Injuries and/or referral to another medical provider.

**Substance Abuse:** Alcohol, drug or chemical abuse, overuse or dependency.

**Surgery or Surgical Procedure:** An invasive diagnostic procedure; or the treatment of Illness or Injury by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

**U.S.:** The United States of America including all states, districts, territories and possessions.

**Therapeutic Termination of Pregnancy:** Willful termination of pregnancy determined to be Medically Necessary for the wellbeing of the mother.

**Treatment:** Care, including but not limited to consultation, diagnostic testing, drug prescription, evaluation, examination, and therapy, involving the administration of medical management for an Injury or Illness.

**Usual, Reasonable and Customary:** The most common charge for similar services, medicines or supplies within the 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 Underwriters. In determining whether a charge is Usual, Reasonable and Customary, Underwriters 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; the cost to the provider of providing the service, medicine or supply; such other factors as Underwriters, in the reasonable exercise of discretion, determine are appropriate.

**STUDENTSECURE ELITE**  
**PERSONAL LIABILITY BENEFIT ENDORSEMENT**

**Attaching to and forming part of Certificate No. 151920-STU**

It is hereby declared and agreed that the following is added to this Certificate as of the Effective Date:

**ARTICLE 1 – SCHEDULE OF PERSONAL LIABILITY BENEFITS AND LIMITS**

Benefit	Limit
Personal Liability Benefit	\$250,000 Maximum

**ARTICLE 2 – ELIGIBLE EXPENSES**

Subject to the Limits set forth in ARTICLE 1 – SCHEDULE OF BENEFITS AND LIMITS, and subject to the Conditions and Restrictions contained in this provision, Underwriters will pay or reimburse the Member for eligible court-entered judgments or Company-approved settlements arising as a result of or in connection with the personal liability of the Member incurred for acts, omissions and other occurrences covered under this insurance for losses or damages solely, directly and proximately caused by the negligent acts or omissions of the Member during the Certificate Period that result in the following:

1. Injury to a Third Person occurring during the Certificate Period; and/or
2. Damage or loss to a Third Person's personal property during the Certificate Period; and/or
3. Damage or loss to a Related Third Person's personal property during the Certificate Period.

The Maximum payable under this benefit is up to \$250,000.

With respect to covered and eligible personal liability claims, Underwriters will pay the Member for associated reasonable legal fees and out-of-pocket costs incurred by the Member with respect to the determination and/or settlement of such legal liability.

Conditions and Restrictions:

- a. The Member must notify Underwriters within five (5) days of any act, omission or occurrence that may create or impose any personal liability upon the Member, and also within five (5) days of the initiation or receipt of service of any actual or threatened lawsuit, notice of claim, or proceeding filed or threatened to be filed against the Member with respect to same. In addition, such notification(s) to Underwriters shall include a recitation of all circumstances, facts, and known or presumed causes of any loss or damage, and a description of the nature and approximate amount of any damages suffered by any Third Person or Related Third Person. In addition, immediately upon receipt thereof the member shall provide to Underwriters copies of any pleadings, complaints, lawsuits, petitions, demand letters, notices, orders, summonses, subpoenas, opinions, briefs, motions, letters from opposing counsel, and any other documents or papers with respect to any such lawsuit or proceeding that are received or issued by, addressed to or from, remitted to or by, or served by or upon the Member or his/her counsel. Any failure to so notify or provide papers or documents to Underwriters in strict accordance with the foregoing shall be deemed to be and will result in a forfeiture and waiver of any and all benefits, claims or coverages otherwise provided by this insurance under this endorsement.
- b. Underwriters shall have the absolute right and authority without further consent or approval of the Member to intervene in its own name and on its own behalf as a party in interest with respect to any lawsuit, civil action or other proceeding in which the Member is involved and for which Underwriters may have exposure for coverage or benefits under this insurance, and shall be entitled to fully participate, receive due and proper notice of all matters, and have an opportunity to be heard with respect to all issues, controversies and other proceedings or hearings of any kind.
- c. With respect to any personal liability of the Member for which he/she is or may be jointly or jointly and severally liable with other Third Persons or Related Third Persons, Underwriters shall be fully subrogated to all rights of contribution, indemnity, recoupment and recovery of proportional shares from other joint tortfeasors whose



negligence contributed in whole or in part to the subject injury or loss and who are or may also be liable to the Member or the injured/damaged person.

- d. As a condition precedent to any liability or obligation of Underwriters to provide coverages or benefits for personal liability under this insurance, no settlement, compromise, accord, admission of fault or liability, default, default judgment, waiver, release, indemnity, hold harmless, or other concession of any kind shall be given, made, committed, allowed, granted or agreed to by or on behalf of the Member to any Third Person or Related Third Person without the prior express written approval and consent of Underwriters, and any failure to comply with this condition precedent shall void, waive and forfeit all benefits and coverages for legal assistance, advancement of bail, or coverage for personal liability under this insurance.
- e. Underwriters shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim, damage or loss under this insurance for, and no coverage or benefits shall be eligible or available under this insurance with respect to, any legal fees, legal costs or expenses, advancements of bail, or for any personal injury or property damage claims, liability awards or judgments in the event there exists any other insurance, insurance fund, membership benefits, workers' or workplace compensation coverage program or other similar governmental program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or any other third-party obligation or liability for provision of benefits ("Primary Coverage") which would, or would but for the existence of this insurance, be available or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, damage or loss, except in respect of any excess beyond the amount payable or provided under such Primary Coverage had this insurance not been effected. Further, Underwriters shall not be liable or obligated to provide any benefit or to pay or reimburse any claim for injury, loss or damage to the extent coverage for same is furnished or provided by any program or agency funded or controlled by any government or government authority.
- f. No Third Person or Related Third Person is intended to have, shall be deemed or construed to have, or shall have any rights or interest as a "third-party beneficiary" under the Master Policy, and any allegation or assertion of any such status, or any direct claim or other attempt to legally enforce alleged rights by such Third Person or Related Third Person against Underwriters, the Plan Administrator, or the Participating Organization based on any allegation or assertion of any such status, shall be subject to summary dismissal. Notwithstanding any law, statute, judicial decision, or rule to the contrary which may be or may purport to be otherwise applicable within the jurisdiction, locale or forum state of any Member, Third Person or Related Third Person or the situs of any alleged personal injury, property damage or other loss, no transfer or assignment of any of the Participating Organization's rights, benefits or interests under this Certificate, and no transfer or assignment of any Member's rights, benefits or interests under this insurance as a beneficiary thereof, shall be valid, binding on, or enforceable against Underwriters (or the Plan Administrator) unless first expressly agreed and consented to in writing by Underwriters, which agreement and/or consent may be reused and/or withheld for any or no reason at the sole discretion of Underwriters. Any such purported transfer or assignment not in strict compliance with the foregoing provisions of this section shall be void ab initio and without effect as against Underwriters (and the Plan Administrator) and any assertion or claim of same shall be subject to summary dismissal, and Underwriters (and the Plan Administrator) shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto.
- g. Underwriters will consider paying or advancing, but without any obligation or contractual duty to do so, up to \$2,500 to or for the benefit of the Member to settle and compromise an asserted claim against the member arising from personal injury or property damage so long as:
  - i. The asserted claim is one that may be eligible for coverage under this insurance and is not expressly excluded;
  - ii. A lawsuit has not yet been filed, or, if already filed, an answer or other response has not yet been filed thereto;
  - iii. The Member obtains a full written release and/or covenant-not-to-sue upon such terms and conditions as are satisfactory to Underwriters in their sole discretion; and
  - iv. A full proof of claim, medical bills, accident form, and such other documentation and/or proof of loss is provided to Underwriters in form and substance satisfactory to Underwriters.

### ARTICLE 3 – EXCLUSIONS

The Member shall have no benefits or coverages for, and Underwriters shall have no liability or obligation of any kind to pay or reimburse the Member or any Third Person or Related Third Person for, any changes, fees (including attorneys' fees), costs, expenses, damages, losses, judgments, claims or other liabilities incurred or sustained by or assessed against a Member or any Third Person or Related Third Person, if directly or indirectly relating to, arising from or in connection with any of the following acts, omissions, events, conditions, charges, consequences, occurrences or circumstances, all of which are expressly excluded from coverage under this insurance and all of which Underwriters will provide no benefits or coverages for and shall

- have no liability or obligation for same, and Underwriters will not pay or reimburse the Member or any Third Person or Related Third Person for any claims of any kind arising directly or indirectly from, happening through or as a consequence of:
1. Any damages, losses or claims caused in whole or in part by the member during any hunt or as a result of hunting.
  2. Any criminal, fraudulent, deceptive, willful, reckless, malicious or other unlawful acts or omissions committed by the Member, or any acts or omissions committed by the Member in connection with the violation or breach of any laws, statutes, ordinances, legal orders, rules or regulations to which the Member is subject or by which the Member is bound.
  3. Any loss, damage or claim arising or resulting from the use of any firearms, fireworks, explosives, welding equipment, propane tanks, or other flammables, deadly weapons or hazardous implements.
  4. The pursuit of any trade, business, profession or employment activity.
  5. Ownership, possession, control or occupation of any land or building.
  6. Ownership, possession, control or use of any automobile, motorcycle, ATV, off-road vehicle, watercraft, aircraft, parachute, parasail, glider or any other motorized, gravity-induced, or self-propelled vehicle or craft of any kind.
  7. Resulting from any fire, flood, wind, hail, waterleak, gas leak, explosion or other catastrophe or loss occurring in or about the residence or premises of any related third Person, or in or about the residence or any other premises of which the Member is the owner, lessee, invitee, licensee, occupant or resident, or in or about any residence or premises which are contiguous or adjacent to any of the foregoing residences or premises.
  8. The consequences of any breach, violation or failure to perform any contractual undertakings or obligations of the Member, whether verbal or in writing.
  9. Criminal or disciplinary proceedings, charges, arrests, indictments, or arraignments of any kind.
  10. Shoplifting, vandalism, theft, conversion, misappropriation, public drunkenness, fighting or brawling, arson, or any malicious or intentional activity resulting in personal injury or destruction of property.
  11. Gross negligence, fraud, bad faith, assault and battery, domestic disputes, and all other intentional torts or actions based or sounding in tort without regard to how named or presented.
  12. Any collusion, conspiracy, deceit or other fraudulent scheme or artifice to defraud or other fraudulent means or methods.
  13. Fines, penalties, assessments or claims by any governmental authorities or regulatory bodies, including traffic fines or traffic violations or parking tickets, and the costs, fees or expenses incurred by the Member as a witness, custodian, or in any other non-party status in connection with responding to any order to appear in court, subpoena, subpoena duces tecum, notice of deposition, or any other non-party legal or administrative proceeding or activity.
  14. All non-compensatory damages, including without limitation, damages imposed as a punishment, punitive or exemplary damages, consequential damages, lost profits, criminal damages, excessive damages, expectancy damages, incidental damages, liquidated damages, presumptive damages, prospective damages, special damages, speculative damages, statutory damages, double, treble or other multiples of damages, and/or unliquidated damages, and all claims and damages for pain and suffering, loss of consortium, physical discomfort, mental or emotional distress, trauma, disfigurement, dismemberment, loss of use, or scarring.
  15. Contractual or employer's liability or workman's compensation claims.
  16. Animals or pets belonging to the Member or any Related Third Person, or in the care, custody or control of the Member or any Related Third Person.
  17. Intentionally committed acts caused or brought about by the Member.
  18. Arising or occurring while the Member is to any extent under the influence of alcohol or drugs, or due to the Member's use of drugs, prescription medicines, narcotics or tranquilizers not medically prescribed for the Member by a licensed physician.
  19. Caused by suicide or attempted suicide of the Member.
  20. Participation of the Member in gambling, gaming, or betting of any kind.
  21. Participation of the Member in any fights, brawls, criminal activity or other unlawful activity.
  22. During the practice or participation of sports, recreational endeavors, or athletic activities either as a professional, amateur or novice, unless performed solely for recreational purposes or during high school activities.
  23. Hazardous sports of any kind, including but not limited to, American football, boxing, bungee jumping, mountaineering, martial arts, skiing beyond one's abilities, outside of marked boundaries, in violation of rules or regulations, or on unmarked slopes, sky diving, scuba diving, hang gliding, ski jumping, bobsledding, offshore boating, caving and spelunking, polo, fighting sports, parachuting, hunting, piloting an aircraft, wind-surfing, professional sporting activities of any kind, racing activity of any kind, and any attempt to make or set sporting records.
  24. Occurring when the Member is a passenger in an aircraft other than a commercial aircraft.
  25. War, military action or terrorism as defined herein.
  26. Thermal, mechanic, radioactive and other effects due to any modification of the atomic structure of matter or the artificial acceleration of atomic particles or due to radiation from radio-isotopes, or the use of nuclear or chemical materials.
  27. Mental Health Disorders of the Member.
  28. Judgments or damage awards that have not been ordered, declared or entered within twelve (12) months from the date of the act, omission, occurrence or event causing personal injury or property damage, or within twelve (12) months from the date of termination of group coverage under a Certificate issued under the Master Policy, whichever is earlier.

29. Any lawsuit, claim for benefits, enforcement action, complaint, or other civil or administrative proceeding of any kind brought by or on behalf of the Member or any Third Person or Related Third Person against Underwriters, the Plan Administrator, and/or the Participating Organization, including without limitation any lawsuit or proceeding alleging breach of contract, bad faith, or any tortious conduct of any kind, seeking equitable or declaratory relief, or otherwise seeking the recovery, enforcement or effectuation of any benefits or coverages under this insurance.
30. Any loss, personal injury, property damage or other claim arising or resulting from any act, omission, failure to act, event or other occurrence committed or occurring at any time prior to or subsequent to the Certificate Period.
31. Any personal injury, medical expense, damage or other loss suffered by a Related third Person, except for damage to a Related Third Person's personal property which shall be limited to put a maximum of \$2,500.

#### **ARTICLE 4 - DEFINITIONS**

**Related Third Person:** Any individual or natural person who is a Relative of the Member, a traveling companion of the Member or a Relative of such traveling companion, and any other person, individual or family member with whom the Member is residing or being hosted.

**Third Person:** Any individual, natural person, or other legal entity or person, other than the Insured Person or a Related Third Person.

All other terms, conditions, provisions, restrictions and exclusions of this Certificate to which this Endorsement is attached remain unchanged.