# Catlin Insurance Company Incorporated 2800 Post Oak Blvd., Suite4050, Houston, TX 77056

## A Stock Insurance Company

## OUT OF COUNTRY MEDICAL EXPENSE ENDORSEMENT

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

POLICYHOLDER:

University of South Florida

POLICY NUMBER:

BAH 4002252 0917

RIDER EFFECTIVE DATE:

September 1, 2017

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

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

1. It is hereby understood and agreed that the Out of Country Medical Expense Benefits listed in the Schedule of Benefits section of the Policy and Certificate is deleted and replaced by the following:

#### OUT OF COUNTRY MEDICAL EXPENSE BENEFITS

Maximum Benefit: \$250,000;

Deductible: \$0 per Accident or Sickness;

Co-insurance Rate: 100% of all Covered Expenses;

Maximum Benefit Period: length of Trip;

Maximum for Outpatient:

Maximum for Chiropractic Care Per policy year benefit

100% of Usual and Customary up to a maximum of \$1,000

Maximum for Other Benefits:

Maximum for Dental Treatment
Injury to sound, natural teeth

100% of Usual and Customary Up to \$100 per tooth to a maximum of \$500

All other provisions of the Policy and Certificate remain unchanged.

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

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President

Secretary

# Catlin Insurance Company Incorporated 2800 Post Oak Blvd., Suite 4050, Houston, TX 77056

1-877-228-5468

A Stock Insurance Company

## BLANKET ACCIDENT POLICY

POLICYHOLDER: University of South Florida

**POLICY NUMBER: BAH 4002252 0917** 

POLICY EFFECTIVE DATE: September 1, 2017

POLICY TERM: September 1, 2017 - August 31, 2018

STATE OF DELIVERY: Florida

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

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

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

President

And McAdli

Secretary

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

To present inquiries or obtain information about coverage and to provide assistance in resolving complaints, please call 1-877-228-5468.

## BLANKET ACCIDENT POLICY

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#### SECTION 1: SCHEDULE OF BENEFITS

POLICYHOLDER: University of South Florida

**ADDRESS:** 4202 E Fowler Ave.

Tampa, FL 33620

**POLICY NUMBER: BAH 4002252 0917** 

POLICY EFFECTIVE DATE: September 1, 2017

POLICY TERM: September 1, 2017 - August 31, 2018

PREMIUM DUE DATE: Annually in advance

AGGREGATE LIMIT:

Benefit Maximum: \$1,000,000;

We will not pay more than the Benefit Maximum for all losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

The Aggregate limitation applies only to the following coverages: Accidental Death; Dismemberment.

#### CLASSES OF ELIGIBLE PERSONS:

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

Class 1: Any undergraduate or graduate student or University recognized student group of the associated University; and University Direct Support Organization ("DSO") employees and appointed volunteers engaged in any international travel conducted as part of a USF program requirement, elective, research project, service learning or any international activity tied to an individual's status as an active USF student, regardless of the source of funding for the travel.

**Class 2:** Employees of the Policyholder traveling outside of the United States as part of a sponsored program of the Policyholder and not covered under Class 1.

Class 3: Dependent Spouse and Children of Insureds covered under Class 1 or Class 2.

#### HAZARDS INSURED AGAINST:

Foreign Business Travel Coverage (24 Hour Coverage);

#### DESCRIPTION OF BENEFITS

#### ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

Principal Sum: \$25,000

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

Covered Losses: See Benefit;

#### EXTENDED BENEFIT OPTION

Maximum Benefit: \$10,000;

Deductible: \$0;

Co-insurance Rate: 100%;

#### FAMILY REUNION BENEFIT

Maximum Benefit: \$5,000;

#### OUT OF COUNTRY MEDICAL EXPENSE BENEFITS

Maximum Benefit: \$250,000;

Deductible: \$0;

Co-insurance Rate: 100% of all Covered Expenses;

Maximum Benefit Period: length of Trip;

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

#### REPORTING AND NOTICE ADDRESSES:

Claim Reporting:

Co-ordinated Benefits Plan

Phone:

800-753-1000 Extension 360

#### INITIAL PREMIUM RATES:

All Covera	iges
Class 1 – Study Abroad Travel	
Class 2 – Business Travel	
Class 3 – Dependent Spouse/Children	a

#### **SECTION 2: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Dependent** means an Insured's lawful spouse or Domestic Partner under age 70 or a Dependent Child.

**Dependent Child; Child** means an Insured's child from the moment of birth to age 26 who is: (1) dependent upon the Insured for support and (2) living in the household of the Insured or is a full-time or part-time student. A child, for eligibility purposes, includes an Insured's natural child; adopted child, beginning with the time of placement in the Insured's residence; foster child; child in court-ordered temporary or other custody of the Insured; or a stepchild who resides with the Insured or depends chiefly on the Insured for financial support.

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

The Insured has the option of insuring his or her child at least until at least the end of the calendar year in which the child reaches age 30 if the child is: (1) unmarried and does not have a dependent of his or her own; (2) a resident of this State or a full-time or part-time student; and (3) not provided coverage as a named subscriber, insured, enrolee, or covered person under any other group, blanket, or franchise health insurance policy or individual health benefits plan, or is not entitled to benefits under Title XVIII of the Social Security Act.

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

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

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

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

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

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

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

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

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

Hospital Confined means an overnight stay as a registered resident bed-patient in a Hospital.

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

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

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

**Insured** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

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

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

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

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

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

**Pre-existing Condition** means a: physical or mental condition of the Covered Person, regardless of the cause of the condition, for which medical advice, diagnosis, care, or treatment was recommended or received within the 6-month period ending before the Covered Person's coverage became effective under the Policy.

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

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

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

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

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

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

#### SECTION 3: ELIGIBILITY FOR INSURANCE

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

An Insured's Dependent is eligible on the date:

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

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

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

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

- 1. the Policy Effective Date, provided that the policy premium has been paid;
- 2. the date he or she is eligible; or
- 3. the date of the scheduled Trip departure date; or
- 4. the date of his or her departure from the United States.

#### SECTION 5: TERMINATION DATE OF INSURANCE

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

- 1. the policy terminates;
- 2. the Insured is no longer eligible;
- 3. the period ends for which premium is paid;
- 4. the Insured fails to pay the required premium, if the Insured is so required;
- 5. the scheduled Trip return date;
- 6. the Insured returns to his or her Home Country;

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

- 1. he or she is no longer a Dependent;
- 2. the Insured's coverage ends;
- 3. the date the Policy ends;
- 4. the period ends for which premium is paid;
- 5. the scheduled Trip return date;
- 6. the Dependent returns to his or her Home Country;

#### EXTENSION OF BENEFITS

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

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

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

#### SECTION 6: GENERAL LIMITATION

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

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

Limitation on Multiple Covered Policies: If a Covered Person can recover benefits under more than one accident policy written by Us, We will pay under only one policy, the policy which offers the Covered Person the largest benefit.

#### SECTION 7: DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

We will pay the Benefit Amount shown below, if Injury to the Covered Person results in any one of the losses shown below. The Principal Sum is shown in the Schedule of Benefits.

Covered Loss	Benefit Amount
Life	100% of the Principal Sum
Loss of One Hand or Foot	100% of the Principal Sum
Loss of Use of One Hand or Foot	100% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of Speech and Hearing	100% of the Principal Sum

Definition:

For this benefit

Loss of One Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent Loss of Sight of one eye.

Loss of Speech means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means.

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

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

Age means the age of the Covered Person on his or her most recent birthday.

#### EXTENDED BENEFIT OPTION

We will pay the Maximum Benefit shown in the Schedule of Benefits, subject to the payment of the Deductible and the Co-insurance Rate, while the Covered Person is in his or her Home Country or place of permanent residence, if the Covered Person obtains treatment for an Injury or Sickness within 30 days of returning from a Trip to his or her Home Country or place of permanent residence. Such treatment must be for the recurrence or continuation of treatment for an Injury or Sickness that began during the course of a Trip for which a benefit is otherwise payable under the Out of Country Medical Expense Benefit.

#### FAMILY REUNION BENEFIT

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

Definition:

For this benefit

Family Member means a Covered Person's parent; sister; brother; husband;

wife; or children.

#### OUT OF COUNTRY MEDICAL EXPENSE BENEFITS

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

Out of Country Medical Expense Benefits are only payable:

- for Usual and Customary Charges incurred after the Deductible has been met; 1.
- for those Medically Necessary Covered Medical Expenses that the Covered Person 2. receives; and
- when the first charges are incurred within 90 days after the date of the Covered Accident 3. or Sickness.

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

**Covered Medical Expenses** 

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital confined; and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.

 Ancillary hospital expenses: services and supplies including: operating room; laboratory tests; anaesthesia; and medicines (excluding take home drugs) when Hospital confined.

This does not include personal services of a non-medical nature.

3. Daily intensive care unit expenses: the daily room rate when a Covered Person is Hospital confined in a bed in the intensive care unit; and nursing services other than private duty nursing services.

 Medical emergency care (room and supplies) expenses: incurred within 72 hours of an Accident and including: the attending Doctor's charges; X-rays; laboratory procedures;

use of the emergency room; and supplies.

5. Outpatient surgical room and supply expenses for use of the surgical facility.

6. Outpatient: diagnostic x-rays; laboratory procedures; and tests.

7. Doctor non-surgical treatment/examination expenses (excluding medicines) including: the Doctor's initial visit; each Medically Necessary follow-up visit; and consultation visits when referred by the attending Doctor.

8. Doctor's surgical expenses

9. Outpatient laboratory test expenses.

10. Chiropractic expenses on an outpatient basis limited to one visit per day.

11. Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is: whole; sound; and a natural tooth at the time of the Accident; and emergency alleviation of dental pain.

12. Air Ambulance expenses for transportation from the emergency site to the Hospital.

- 13. Prescription Drug Expenses including: dressings; drugs; and medicines prescribed by a Doctor.
- 14. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.
- 15. Emergency medical treatment of pregnancy.

16. Physical Therapy.

17. MRI/Cat scan and all other diagnostic imaging services.

### SECTION 8: HAZARDS INSURED AGAINST

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

## Foreign Business Travel Coverage (24 Hour Coverage)

The Covered Loss must take place while:

1. traveling or making a short stay of 12 months or less outside of the United States; and

2. on business for the Policyholder; and

3. in the course of the Policyholder's business.

This coverage will start at the actual start of the Trip. It does not matter whether the Trip starts at the Covered Person's: home; place of work; or other place. It will end on the first of the following dates to occur:

1. the date a Covered Person returns to his or her home;

- 2. the date a Covered Person returns to his or her place of work; or
- 3. the date a Covered Person makes a Personal Deviation greater than 30 days.

#### **Definitions**

For purposes of this coverage:

#### Personal Deviation means:

- 1. an activity that is not reasonably related to the Policyholder's business/activities; and
- 2. not incidental to the purpose of the Trip.

#### Exposure and Disappearance

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

#### A Covered Person is presumed dead if:

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

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

#### **Primary Benefits**

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

#### **SECTION 10: EXCLUSIONS**

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

- 1. war or any act of war, whether declared or not.
- 2. piloting or serving as a crewmember.
- 3. commission of, or attempt to commit: a felony; an assault; or other illegal activity.
- 4. active participation in a riot, or insurrection.
- 5. flight in; boarding; or alighting from an aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. a passenger in a military aircraft flown by the Air Mobility Command or its foreign equivalent.
- 6. travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle.
- 7. Injury or Sickness covered by: Workers' Compensation; Employer's Liability Laws; or benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
- 8. an Accident that occurs while on active duty service in the: military; naval; or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- 9. Injury or Sickness where the Covered Person's Trip to the host country is undertaken for treatment or advice for such Injury or Sickness, except as provided in the Policy.
- 10. participation in any sports activity listed below not specifically authorized, sponsored and supervised by the Policyholder;

rugby; or cave diving; or rock climbing; or ice climbing; or mountain climbing; or base jumping; or bull riding; or heli-skiing; or surfing; or motorcycle racing; or climbing above 20,000 feet; including: bungee jumping; or parachuting; or skydiving; or parasailing; or hang-gliding; or caving or spelunking; or extreme skiing; or heli-skiing; or skiing outside marked trails; or mountain climbing; or ice climbing; or scuba diving; or professional or semi-professional sports; or extreme sports; or body contact sports; or hot-air ballooning; or base jumping; or sail gliding; or parakiting; or parkour; or racing including stunt show or speed test of any motorized or non-motorized vehicle; or rodeo activities

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

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

1. treatment by persons employed or retained by a Policyholder, or by any Immediate Family Member or member of the Covered Person's household.

2. treatment of: sickness; disease; or infections; except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances.

3. Injury or death to which a contributing cause is: the Covered Person's violation or attempt to violate any duly-enacted law; or the commission or attempt to commit an assault or a felony; or that occurs while the Covered Person is engaged in an illegal occupation.

4. Injury or death caused while: riding in or on; entering into or alighting from; or being struck by a 2 or 3-wheeled motor vehicle or a motor vehicle not designed primarily for use on public streets and highways.

- 5. cosmetic surgery, except for reconstructive surgery needed as the result of an Injury or Sickness.
- 6. Any: elective treatment; surgery; health treatment; or examination; including any: service; treatment; or supplies that: (a) are deemed by Us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States.
- 7. treatment or service provided by a private duty nurse.
- 8. replacement of: artificial limbs; eyes; and larynx.
- 9. eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof, unless caused by an Injury incurred while covered under the Policy.
- 10. conditions that are not caused by a Covered Accident or Sickness.
- 11. participation in any activity or hazard not specifically covered by the Policy.
- 12. Any: treatment; service; or supply not specifically covered by the Policy.
- 13. Any: treatment; services; or supplies received by the Covered Person that are incurred or received while he or she is in his or her Home Country.
- 14. personal comfort or convenience items. These include but are not limited to: Hospital telephone charges; television rental; or guest meals.
- 15. pregnancy or childbirth. This does not apply if treatment is required as a result of a Covered Accident.
- 16. routine nursery care.
- 17. routine physicals.
- 18. cosmetic or plastic surgery, except as a result of Injury.
- 19. elective surgery.
- 20. birth defects and congenital anomalies; or complications which arise from such conditions.
- 21. new eye glasses or contact lenses; eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses; or repair or replacement of existing eye glasses or contact lenses.

- 22. routine dental care and treatment.
- 23. rest cures or custodial care.
- 24. organ or tissue transplants and related services.
- 25. Injury sustained while participating in professional; or semiprofessional sports.
- 26. confinement or institutional care.
- 27. maternity and routine nursery care.
- 28. any expenses covered by any other employer or government sponsored plan for which, and to the extent that the Covered Person is eligible for reimbursement.
- 29. Services; supplies; or treatment including any period of Hospital confinement which were not: recommended; approved; and certified as necessary and reasonable by a Doctor; or expenses which are non-medical in nature.
- 30. treatment relating to: birth defects; and congenital conditions; or complications arising from those conditions.
- 31. sexually transmitted diseases or immune deficiency disorders and related conditions. This exclusion does not apply to the care or treatments of: Acquired Immune Deficiency Syndrome (AIDS); AIDS Related Complex (ARC); or Human Immunodeficiency Virus (HIV) infection, or any illness or disease arising from these medical conditions.
- 32. expenses incurred for services related to the diagnostic treatment of infertility or other problems related to the inability to conceive a child, unless such infertility is a result of a covered Injury or Sickness.
- 33. expenses incurred for birth control including surgical procedures and devices.
- 34. nasal or sinus surgery, except surgery made necessary as the result of a covered Injury a deviated nasal septum including sub mucous resection and surgical correction thereof.
- 35. treatment of acne.
- 36. expenses incurred for Trips taken for the purpose of seeking medical care.
- 37. expenses incurred while traveling against the advice of a medical professional.

#### **SECTION 11: CLAIM PROVISIONS**

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

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

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it was not reasonably possible to give written proof in the time required, the insurer shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted if it is sent later than one year from the time proof is otherwise required.

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

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

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

1. spouse;

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

All other benefits due and not assigned will be paid to the Covered Person, if living. Otherwise, the benefits may, at our option, be paid:

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

If a benefit due is payable to:

1. the Covered Person's estate; or

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

We may pay any amount due to some other person. The other person will be one who we believe is entitled to the payment and who is related to the Covered Person or the beneficiary by blood or marriage. The maximum amount payable to a representative of someone who cannot give a valid release is \$3000.

We will be relieved of further responsibility to the extent of any payment made in good faith.

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

The Insured is the beneficiary for any covered Dependent.

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

Physical Examinations And Autopsy: We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies: when a claim is pending; or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law or religious law forbids it. We will pay the cost of the examination or autopsy.

Legal Actions: No lawsuit or action in equity can be brought to recover on the Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 5 years following the date proof of loss is required.

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

the Covered Person's recovery. Further, We have the right to offset future benefits payable to the Covered Person under the Policy against such recovery.

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

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

#### **SECTION 12: PREMIUM PROVISIONS**

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

Changes In Premium Rates: We may change the premium rates from time to time with at least 60 days advanced written notice. No change in rates will be made until 1 year after the Policy Effective Date. However, We reserve the right to change rates at any time if any of the following events take place.

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

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

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

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

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

**Reinstatement:** If any renewal premium is not paid within the time granted the Policyholder per payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to

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

#### **SECTION 13: GENERAL PROVISIONS**

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

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

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

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

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

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

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

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

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

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

## FRAUD NOTICE

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

#### STATE SPECIFIC PROVISIONS

Arkansas

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Kansas

Any person who knowingly and with the intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy which such person knows to contain materially false information concerning any fact material thereto; or conceals for the purpose of misleading, information concerning any fact material thereto is guilty of a crime and may be subject to fines and confinement in prison.

Kentucky

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

Maryland

Any person who knowingly or willfully presents a false or fraudulent claim for payment of

a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties. New York

All commercial insurance forms, except as provided for automobile insurance:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

#### Automobile insurance forms

Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation

Fire Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

#### Oregon

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and
- C. The information was either:
  - 1. Material to the risk assumed by us; or
  - 2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

#### Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#### Puerto Rico

Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

#### Rhode Island

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Tennessee

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance

benefits.

Washington

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

West Virginia

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## PRIVACY POLICY

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

#### **Our Privacy Statement**

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

- 1. Follow appropriate standards of security and confidentiality to protect any information you share with us or information that we receive about you;
- 2. Verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, risk management, or claims handling and only with reputable references and clearinghouse services;
- 3. Collect and use information about you and your business to advise you about and deliver to you excellent service and products and to administer our business;
- 4. Train our employees to handle personal information about you or your business in a secure and confidential manner and maintain reasonable access controls. Not disclose personal information about you or your business to any organization outside the Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are permitted to do so by law;
- 5. Not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
- 6. Attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information [unless prohibited by law], and will advise you how to correct errors or make changes to that information; and
- 7. Audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

#### Collection and Sources of Information

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

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

Quotes — We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek. We collect most of our information directly from you through our agents or broker. Depending on the nature of your insurance transaction we may need additional information from outside sources such as motor vehicle records, loss information reports, court records or other public records. In some instances, we may send someone to inspect your property and verify information about its value and condition, and a photo of the property may be taken;

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

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

Credit and Financial Reports — We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report, we will tell you as required by law. We will also give you the name and address of the consumer reporting agency making the report.

#### Retention and Correction of Personal Information

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

## Storage of Personal Information

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

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#### Sharing/Disclosing of Personal Information

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

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

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

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

#### Access to Your Information

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

Your independent insurance agent or broker;

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

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

An insurance support organization;

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

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

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

Lienholder, mortgagee, assignee, lessor, or other person shown on our records or our agent's as having a legal or beneficial interest in a policy of insurance.

Parties acting in a fiduciary or representative capacity to you or parties administering transactions as requested or authorized by you.

### Violation of the Privacy Policy

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

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

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

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

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

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

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

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

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

## TRAVEL ASSISTANCE SERVICES

## **EVACUATION SERVICES**

#### AMENDMENT NO. 2

This Amendment (the "Amendment") is made effective September 1, 2017 to the Services Agreement dated effective May 1, 2016 (hereinafter the "Agreement"), by and between University of South Florida Board of Trustees ("Glient") and FrontierMEDEX, Inc. d/b/a UnitedHealthcare Global ("UHCG"). All references in the Agreement to "FrontierMEDEX" shall hereinafter refer to UHCG.

The Agreement is amended as follows: '.

- The Agreement is amended as follows:
  - A. The term "Participants" as defined in the Agreement shall be amended to include the following:
    - 3. Group 3: The spouses/children of Group 1 and Group 2.
  - B. Addendum I is hereby deleted and replaced in its entirety by the attached Addendum I.
  - C. <u>Section 2(b) of the Services Agreement titled Termination</u> is amended to include the following:
    - (v) By either Party upon at least sixty (60) calendar days advance written notice sent to the other party.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

In witness whereof, the parties have caused this Amendment to be executed as of the day and year stated above.

Accepted for University of South	Accepted for FrontierMEDEX, Inc. by:
Florida by:	DocuSigned by:
	Mullimo Oitiga
(Signature)	1659F6253A90422 (Signature)
RALPH C. WILLOR.	Guillermo Ortega
(Print Name)	(Print Name)
PROJET & EVP.	•
(Title)	(Title)
8/28/17	8/30/2017
(Date)	(Date)
Approved as to Form and Legal Sufficiency  Attorney. USF	e

#### SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into this 1<sup>st</sup> day of May, 2016 ("Effective Date") by and between FrontierMEDEX, Inc. ("UnitedHealthcare Global" or "UHCG") and University of South Florida Board of Trustees, a public body corporate ("Client"). UHCG and Client may each be referenced herein as a "Party" and collectively as the "Parties."

WHEREAS, UHCG, through itself and its applicable affiliates, provides assistance, security, global care delivery, and related services;

WHEREAS, Client desires UHCG to provide and/or facilitate the provision of Services (as defined herein) to the following designated participants: Any undergraduate or graduate student or University recognized student group of the associated University; and University Direct Support Organization ("DSO") employees and appointed volunteers engaged in any international travel conducted as part of a USF program requirement, elective, research project, service learning or any international activity tied to an individual's status as an active USF student, regardless of the source of funding for the travel. ("Participants").

NOW, THEREFORE, in consideration of the promises and mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Services. Upon the terms and conditions set forth herein, UHCG shall provide Client the services on the exhibits attached hereto (collectively, the "Services"). Each applicable exhibit sets forth the scope and specific terms and conditions of each Service (each a "Service Description"). Service Descriptions may include the entire exhibit or portions thereof as designated by an [X]. All and/or partial Service Descriptions, as the case may be, and any and all other documents referenced as a part of this Agreement, are hereby incorporated into this Agreement.

#### 2. Term and Termination.

- (a) Term. This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) year (the "Initial Term") and renew automatically for successive renewal terms of one (1) year (each a "Renewal Term") unless and until terminated as provided for herein.
- **(b)** <u>Termination</u>. This Agreement may be terminated under any of the following circumstances:
  - (i) By mutual written agreement of the Parties.
  - (ii) By either Party upon at least forty-five (45) calendar days advance written notice sent to the other Party prior to any Renewal Term.
  - (iii) By either Party immediately upon the other Party's bankruptcy, insolvency, criminal conduct, illegal or unlawful conduct.
  - (iv) By either Party upon the other Party's material and substantial breach of the terms of this Agreement, which cannot be cured within ten (10) calendar days of notice sent to the breaching Party.
- 3. <u>Fees.</u> In consideration for the Services, Client shall pay UHCG the fees referenced in <u>Addendum I</u> hereto (the "Service Fees"). Client will pay all invoiced amounts within 30 days of receiving the invoice, without any withholding, set-off, counterclaim, or other deduction. All Service Fees are earned upon inception

and are non-refundable. UHCG shall notify Client of any Service Fee changes at least 60 days prior to any Renewal Term and such changes shall take effect as of the commencement of the Renewal Term. UHCG reserves the right to increase Services Fees to the extent there is an increase in the number of enrolled Participants greater than twenty percent (20%), a material change to Participant travel destinations and/or Client's travel profile data during the Term or during any Renewal Term of this Agreement.

If payment of Service Fees is not received within thirty (30) calendar days from when they were due, Client agrees to pay UHCG a late payment fee of one and one-half percent (1.5%) per month on the amount due, accruing from the date of the initial demand for payment.

Confidential Information. During the term of this Agreement, from time to time, either Party (the 4. "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party"), whether orally, electronically or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products or services in connection with this Agreement (together, "Confidential Information"). Confidential Information includes without limitation, the terms of this Agreement and any Service Descriptions or other exhibits or attachments, business and product plans, business relationships, information systems, data, processes, methods, operational procedures, vendor information, policies and procedures, finances, budgets, projections and results. All Confidential Information provided by the Disclosing Party is and shall be the exclusive property of the Disclosing Party. The Receiving Party agrees that: (a) it will use the Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (b) it will not reverse engineer or disclose any Confidential Information to any third party (other than the Receiving Party's employees, and agents on a need-to-know basis who are bound by obligations of confidentiality substantially similar to those contained herein). Notwithstanding however, the parties acknowledge that as a state agency of Florida, Client is subject to Chapter 119, Florida Statutes ("Florida's Public Records Act"). As such, the Agreement may be considered a "public record". Any disclosure of this Agreement or any other information pursuant to a public records request shall not be considered a breach of any confidentiality obligations.

For purposes hereof, "Confidential Information" will not include any information that the Receiving Party can establish by convincing written evidence: (a) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (b) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party). The obligations pursuant to this Section 4 will not restrict any disclosure required (i) to perform the Services contemplated by this Agreement; or (ii) by order of a court or any government agency, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.

- Compliance. Each Party represents and warrants that: (a) it is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization; (b) it has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement; and (c) it shall comply with all applicable laws and regulations, including without limitation obtaining and holding all registrations, permits, licenses, and other approvals and consents and making all filings required to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement. Each Party agrees that it shall not cause through its actions or omissions, in whole or in part, the other Party to be in violation of applicable laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act (15 U.S.C. Sections 78dd-1 et seq.), U.S. Anti-boycott laws (15 CFR Part 760 et seq.) and Office of Foreign Asset Control statutes and regulations (31 C.F.R. Chapter V).
- 6. <u>Indemnification</u>. Each Party hereto agrees to indemnify and hold the other Party harmless from any losses, liabilities, penalties, fines, costs, damages, and expenses, including reasonable attorney fees, that the

other Party shall sustain as a result of such Party's (a) negligence or wilful misconduct or (b) infringement of a patent or copyright enforceable in the United States. Notwithstanding any other provision in this Agreement, neither Party shall be liable for any punitive, incidental or consequential damages. The maximum amount a Party can be liable to the other hereunder shall be no more than two (2) times the annual Service Fees. Notwithstanding however, Client's indemnification obligations set forth above are subject to and limited by the sovereign immunity afforded to it by Florida Statute, 768.28.

- 7. Entire Agreement. This Agreement, any Service Descriptions and any other exhibits attached hereto will constitute the entire agreement between UHCG and Client with respect to the Services and supersedes and replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement, including without limitation, any prior non-disclosure agreements between the Parties.
- **8.** Amendment. With the exception of Service Fee changes pursuant to Section 3, the Agreement may only be amended by the written agreement of both Parties, executed by a duly authorized person of each Party.

No course of dealing between the Parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. Notwithstanding the foregoing, in the event that a term of this Agreement shall be in conflict with the provisions of applicable law governing the activities described herein, this Agreement shall be deemed amended to conform to the requirements of such law, to the extent that such conformance does not materially impair or frustrate the interests of the affected Party or frustrate the purposes of this Agreement.

- 9. Assignment: Successors and Assigns. Except as otherwise provided in this Agreement, neither Party can assign this Agreement or any rights or obligations under this Agreement without the other Party's written consent, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, UHCG can assign this Agreement, including all of UHCG's rights and obligations, to its affiliates or to a purchaser of all or substantially all of UHCG's assets regardless of the form of the transaction, subject to notice to Client of the assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 10. <u>No Third Party Beneficiaries</u>. Nothing in this Agreement shall be intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assign, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained therein.
- 11. Force Majeure. Neither Party will be liable to the other for any failure to perform any of its obligations under this Agreement where performance thereof is delayed, hindered or prevented due to causes beyond its reasonable control, including without limitation acts of God, acts of any government or governmental agency (including any port, transportation or local authority), war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, or the failure or inability of any third party to perform. Neither Party shall be held responsible for any damages resulting from such interruption or delay in the provision of the Services. In the event UHCG is unable to perform its obligations pursuant to a force majeure event, UHCG shall: (a) notify Client of any failure to fulfill service or any delay or interruption, nonperformance or the like in respect of any Service, promptly upon becoming aware of it; and (b) implement an agreed upon action plan to deliver Services as soon as possible.
- Disputes. Each Party agrees that any dispute between the Parties relating to this Agreement will first be submitted in writing to the designated senior executives of Client and UHCG who will meet and utilize their good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute within 30 calendar days following the date one Party sent written notice of the dispute to the other Party, and if either Party wishes to pursue the dispute, it shall thereafter be submitted to mediation. If mediation is unsuccessful, the dispute shall then be submitted to binding arbitration before a panel of three arbitrators in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see http://www.adr.org). Any arbitration proceeding under this Agreement shall be conducted in Hillsborough County, Florida.

- 13. <u>Choice of Law/Venue</u>. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida without reference to its conflict of laws provisions.
- 14. <u>Use of Name and Publicity</u>. Neither Party will publicly use the name, logo, trademark, trade name, or other marks of the other Party (a Party's "Marks") without the other Party's prior written consent; provided that UHCG may reference Client's name, logos, trademarks, and written correspondence containing assessment of UHCG services in promotional materials and in published UHCG client lists.
- 15. <u>Severability</u>. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement will be construed as if not containing such provision, and all other rights and obligations of the Parties will be construed and enforced accordingly.
- Maiver/Estoppel. Nothing in this Agreement is considered to be waived by any Party unless the Party claiming the waiver receives the waiver in writing from the other Party. No breach of the Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, shall in no way be construed to be a waiver of such provision of this Agreement.
- 17. Relationship. The Parties are independent contractors and nothing in this Agreement or otherwise will be deemed or construed to create any other relationship, including one of employment, joint venture, agency, or partnership. UHCG is not an ERISA administrator or fiduciary and this Agreement is not a contract of insurance.
- 18. <u>Notices</u>. All notices, demands or other communications hereunder will be in writing and will be deemed to have been duly given if delivered in person or by mail as follows:

Notices to UHCG: 9900 Bren Road East Minnetonka, MN 55343 Attn: Legal Department Notices to Client:

IN WITNESS WHEREOF, this Services Agreement has been executed and effective on the date above.

FrontierMEDEX, Inc.	University of South Florida Board of Trustees, a public body corporate	
Bryan Johnson Bryan Wynson (May 4, 2016)	By: Kope Bridley	
Bryann-lohnson	Name: _Roger Brindley	
CFO Title:	Title: <u>Vice Provost and USF System A</u> ssociate Vice President	
May 4, 2016	APPROVED AS TO FORM	

AND LEGAL SUFFICIENCY

Bryan D. Ruff Associate General Counsel University of South Florida

## Exhibit A Travel Assistance Services

This Exhibit A describes the Travel Assistance Services available to Participants and sets forth the additional terms and conditions applicable to such services.

#### 1. Definitions.

- 1.1 "Emergency Medical Event" means an event wherein a Participant's medical condition and situation are such that, in the opinion of UHCG and the Participant's treating physician, the Participant requires urgent medical attention without which there would be a significant risk of death, or serious impairment and adequate medical treatment is not available at the Participant's initial medical facility.
- 1.2 "Emergency Security Event" means a civil and/or military uprising, insurrection, war, revolution, or other violent disturbance in a Participant's Host Country, which results in UHCG issuing an Evacuate Stage Support Notification through the Evacuation Notification Service or either the Participant's Home Country or Host Country ordering the immediate departure of Participants. An Emergency Security Event does not include a Natural Disaster (as defined below) or Emergency Medical Event.
- 1.3 "Enrollment Period" means the period of time for which the Participant is validly enrolled for the Travel Assistance Services under this Agreement and for which UHCG has received the appropriate enrollment fee.
- 1.4 "Expatriate" means a Participant under this Agreement who is temporarily traveling or residing outside such Participant's Home Country for ninety (90) consecutive calendar days or who spends a total number of more than one hundred and eighty days outside of such Participant's Home Country in any 12-month period during such Participant's Enrollment Period.
- 1.5 "Home Country" means, with respect to a Participant, the country or territory as shown on the Participant's passport or the country or territory of which the Participant is a resident.
- 1.6 "Host Country" means, with respect to a Participant, the country or territory the Participant is visiting or in which the Participant is living, which is not the Participant's Home Country.
- 1.7 "Injury" means an identifiable accidental injury sustained by a Participant and caused by a sudden, unexpected, unusual, specific event that occurs during the Participant's Enrollment Period, and does not include an Illness.
- 1.8 "Illness" means a sudden and unexpected sickness suffered by a Participant that manifests itself during the Participant's Enrollment Period, and does not include: (a) pregnancy except in the case of a major, vital complication during the first two trimesters of pregnancy which presents a clear and significant risk of death or imminent serious injury or harm to the mother or fetus, as reasonably determined by UHCG based on the information provided by the Participant; or (b) psychiatric, psychological, or emotional disorders.
- 1.9 "Insurance Plans" means any occupational benefit plan, health insurance, travel insurance or other insurance plan or public assistance program.
- 1.10 "Natural Disaster" means an unforeseen catastrophic event occurring directly from a natural cause, including, but not limited to, earthquakes, floods, storms (wind, rain, snow, sleet, hail, lightning, dust or sand), tsunamis, volcanic eruptions, wildfires or other similar events that meet all of the following: (a) the event results in severe and widespread damage in the area of the Host Country where a Participant is located; (b) UHCG has issued an Evacuate Stage Support Notification concerning the area or either the Participant's Home Country or Host Country is ordering the

- immediate departure of Participants; and (c) the Participant's location is Uninhabitable. In no event shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.
- 1.11 "Physician Advisors" mean physicians retained by UHCG for provision of consultative and advisory services to UHCG, including the review and analysis of the medical care received by Participants.
- 1.12 "Political Event" means a situation in which the officials of a Participant's Home Country issue a written order requiring such Participant to leave his or her Host Country for non-medical reasons, or if a Participant is expelled or declared a "persona non grata" on the written authority of the Participant's Host Country.
- 1.13 "Providers" mean the third-parties referred by UHCG to render medical, legal or transportation services to Participants.
- "Uninhabitable" means that Participant's Host Country location is deemed unfit for residence, as determined by UHCG security personnel in accordance with Home Country and Host Country authorities, due to lack of habitable shelter, food, heat, and/or potable water, and there is no suitable supplemental housing available within 100 miles of the disaster site.

#### 2. UHCG's Duties.

- 2.1 UHCG will provide the Travel Assistance Services selected hereunder to Participants, on the terms and conditions contained herein applicable to such Travel Assistance Services.
- 2.2 UHCG must approve all instances of Participant eligibility prior to the Initial Term, each Renewal Term, and the commencement of any Enrollment Period.
- 2.3 Participants and Client shall have toll-free (and/or collect call) and email access to UHCG's Emergency Response Center, which shall be provided by multi-lingual assistance coordinators twenty-four (24) hours per day, seven (7) days per week and 365 days a year for assistance via phone call or email.
- 2.4 UHCG will provide the following fulfillment materials to Client in electronic format: (a) identification cards, which include the UHCG Group Identification number utilized to access the Travel Assistance Services; and (b) program descriptions for Participants which describe the applicable Travel Assistance Services.
- 2.5 In the event a travel assistance case is active as of the effective date of termination or expiration of this Agreement, and such case extends post termination, UHCG will bring such case to conclusion and may provide additional transition services as reasonably requested by Client. Any assistance provided by UHCG to Client and/or its Participants post termination or expiration of this Agreement will be subject to additional fees.

#### 3. Client's Duties.

- 3.1 Client shall appoint one or more individuals, provide the name, business telephone number and email address of such individual(s) to UHCG and ensure the availability of such individual(s) during business and after hours for verification of a Participant's status and qualification for the services provided herein.
- 3.2 Client shall pay UHCG for any requested printed fulfillment material, including set-up, printing and coordination costs, and shall be responsible for any promotional materials created by Client.
- 3.3 Client shall submit to UHCG for pre-approval any materials that Client proposes to disseminate to any Participant, person, or entity describing UHCG or the Travel Assistance Services, including any phone or fax number or e-mail or other address to be used by Participants to contact UHCG.
- 3.4 Client shall submit Participant eligibility information to UHCG prior to the Initial Term, each Renewal Term, and the commencement of any Enrollment Period.

- 3.5 In connection with the Travel Assistance Services, UHCG may need to outlay funds to Providers (as defined above) for Provider costs and expenses ("Provider Charges"). Prior to incurring Provider Charges on behalf of Client and its Participants, UHCG shall obtain Client's specific verbal or written authorization for payment. In the event a Participant requires emergency medical services and UHCG is unable to obtain Client's authorization for payment, UHCG shall utilize its good faith judgment and may pay in advance Provider Charges associated with necessary medical services, and Client shall reimburse UHCG for such Provider Charges in accordance with this Agreement.
- 3.6 Except as otherwise provided under the Agreement, Client shall reimburse UHCG for all Provider Charges incurred by UHCG within 30 days from the receipt of invoice, without any withholding, set-off, counterclaim, or other deduction. To the extent reimbursement is not received with thirty (30) days from the receipt of invoice by Client, Client agrees to pay UHCG a late payment fee of one and one-half percent (1.5%) per month on the amount due, accruing from the date of the initial invoice.
- **4. Scope of Applicable Services.** To the extent commercially reasonable, and subject to the Conditions and Limitations outlined in <u>Section 5</u> of this <u>Exhibit A</u> and the terms and conditions of this Agreement, UHCG agrees to provide the Travel Assistance Services selected below to Client and Participants.

#### **△4.1** Concierge Assistance Services.

<u>Replacement of Lost or Stolen Travel Documents</u>. UHCG will assist the Participant in taking the necessary steps to replace passports, tickets, and other important travel documents.

Emergency Travel Arrangements. UHCG will make new reservations for airlines, hotels, and other travel services for a Participant in the event of: (a) an Illness or Injury, to the extent such Participant is entitled to receive Medical Evacuation and Repatriation Services pursuant to this Agreement; (b) in an Emergency Security Event, to the extent such Participant is entitled to receive Security Evacuation Services pursuant to this Agreement; (c) during a Political Event, to the extent such Participant is entitled to receive Political Evacuation Services pursuant to this Agreement; and (d) in the event of a Natural Disaster, to the extent such Participant is entitled to receive Natural Disaster Evacuation Services pursuant to this Agreement.

<u>Transfer of Funds</u>. UHCG will provide the Participant with an emergency cash advance subject to UHCG first securing funds from the Participant (via a credit card) or his/her family.

<u>Legal Referrals</u>. Should Participants require legal assistance, UHCG will direct the Participant to a duly licensed attorney in or around the area where the Participant is located.

<u>Language Services</u>. UHCG will provide immediate interpretation assistance to a Participant in a variety of languages in an emergency situation. If a requested interpretation is not available or the requested assistance is related to a non-emergency situation, UHCG will provide the Participant with referrals to interpreter services. Written translations and other custom requests, including an on-site interpreter, will be subject to an additional fee.

<u>Message Transmittals</u>. Participants may send and receive emergency messages toll-free, 24-hours a day, through the UHCG Emergency Response Center.

#### **△** 4.2 Medical Assistance Services.

<u>Worldwide Medical and Dental Referrals</u>. Upon a Participant's request, UHCG will provide referrals to preapproved physicians, hospitals, dentists, and dental clinics in the area the Participant is traveling in order to assist the Participant in locating appropriate treatment and quality care.

Monitoring of Treatment. As and to the extent permissible, UHCG will continually monitor the Participant's medical condition. Physician Advisors will provide consultative and advisory services to UHCG in relation to the Participant's medical condition, including review and analysis of the quality of medical care received by the Participant.

<u>Facilitation of Hospital Payment</u>. Upon securing payment or a guarantee to reimburse, UHCG will either wire or guarantee funds needed for admitting a Participant into a hospital for medical treatment. The Client and/or Participant is responsible for the payment of the cost of medical care and treatment, including hospital expenses.

Relay of Insurance and Medical Information. Upon a Participant's request and authorization, UHCG will relay the Participant's insurance benefit information and/or medical records and information to a health care provider or treating physician, as appropriate and permissible, to help prevent delays or denials of medical care. UHCG will also assist with hospital admission and discharge planning.

<u>24-Hour Health Information</u>. UHCG will provide access to registered nurses who are available 24 hours a day, 365 days a year, to deliver symptom decision support, evidence-based health information and education, and medication information. They will assist Participants in understanding treatment options to discuss with their doctor(s) and answer medication questions.

<u>Medication and Vaccine Transfers.</u> In the event a medication or vaccine is not available locally, or a prescription medication is lost or stolen, UHCG will coordinate the transfer of the medication or vaccine to Participants upon the prescribing physician's authorization, if it is legally permissible.

<u>Updates to Family, Employer, and Home Physician</u>. Upon a Participant's approval, UHCG will provide periodic case updates to appropriate individuals designated by the Participant in order to keep them informed.

<u>Hotel Arrangements</u>. UHCG will assist Participants with the arrangement of hotel stays and room requirements before or after hospitalization or for ongoing care.

Replacement of Corrective Lenses and Medical Devices. UHCG will assist with the replacement of corrective lenses or medical devices if they are lost, stolen, or broken during travel.

#### 4.3 Access Program Evacuation and Related Services.

☑ 4.3.1 Medical Evacuation and Repatriation Services. If a Participant sustains an Illness or Injury, UHCG, upon the Participant's request, will provide the services specified below. The Client is responsible for the associated costs and expenses, including but not limited to transportation costs, unless the Client has also selected the Standard or Take Me Home Medical Evacuation & Repatriation Service Program outlined in Section 4.4.1 and Section 4.4.2. In all cases, the Participant is responsible for any costs associated with medical care and/or treatment.

<u>Emergency Medical Evacuation</u>. If a Participant sustains an Illness or Injury and experiences an Emergency Medical Event, UHCG will arrange for a medically supervised evacuation to the nearest medical facility it determines to be capable of providing appropriate medical treatment.

<u>Dispatch of Doctors/Specialists</u>. If a Participant experiences an Emergency Medical Event and UHCG determines that a Participant cannot be adequately assessed by telephone for possible evacuation from the initial medical facility or that the Participant cannot be moved and local treatment is unavailable, UHCG will arrange to send an appropriate medical practitioner to the Participant's location when it deems it appropriate for medical management of a case.

Medical Repatriation. Following stabilization of a Participant's medical condition and discharge from the hospital, UHCG will coordinate the transportation of the Participant to his/her Home Country or Host Country if it determines that the Participant should return to the Home Country or Host Country for continuing medical care. Medical escorts and mobile medical equipment will be arranged if UHCG determines either is necessary during the transportation. UHCG will also arrange for a change to a

<sup>&</sup>lt;sup>1</sup> 24-Hour Health Information provided by Optum® NurseLine.

Participant's existing return travel arrangements if the change is required as a direct result of the Participant's medical condition or treatment.

<u>Transportation after Stabilization</u>. If Medical Repatriation is not required following stabilization of the Participant's condition and discharge from the hospital, UHCG will coordinate transportation to the Participant's point of origin, Home Country, or Host Country.

<u>Transportation to Join a Hospitalized Participant</u>. If a Participant who is travelling alone is or will be hospitalized due to an Illness or Injury, UHCG will coordinate round-trip airfare for a person of the Participant's choice to join the Participant. UHCG will also assist with the arrangement of such person's hotel stay during the Participant's hospitalization.

Return of Minor Children. If a Participant's minor child(ren) age 18 or under are present but left unattended as a result of the Participant's Injury or Illness, UHCG will coordinate airfare to send them back to the Participant's Home Country. UHCG will also arrange for the services, transportation expenses, and accommodations of a non-medical escort, if required as determined by UHCG.

Repatriation of Mortal Remains. In the event of a Participant's death, UHCG will assist in obtaining the necessary clearances for the Participant's cremation or the return of the Participant's mortal remains. UHCG will coordinate the preparation and transportation of the Participant's mortal remains to the Participant's Home Country or place of primary residence, as it obtains the number of certified death certificates required by the Host Country and Home Country to release and receive the remains.

▲ 4.3.2 Security and Political Evacuation Services. UHCG will provide the services specified below to a Participant, upon the Participant's request, should an Emergency Security Event or Political Event arise. The Client is responsible for the associated costs and expenses, including but not limited to transportation costs, unless the Client has also selected the Security and Political Evacuation Service Program outlined in Section 4.4.3.

<u>Transportation to Departure Point</u>. As part of a Security or Political Evacuation, UHCG will coordinate the arrangement of a Participant's ground transportation to the designated international airport or other safe departure point.

Security Evacuation. In the event of an Emergency Security Event, UHCG will arrange for the Participant's evacuation from an international airport or other safe departure point UHCG designates to the nearest safe haven or directly to the Participant's Home Country, if possible, and at the discretion of UHCG. Evacuation must be requested within 5 days (120 hours) from the time of issuance of the UHCG Evacuation Support Notification at the Evacuate status level. If evacuation becomes impractical due to hostile or dangerous conditions, UHCG will maintain contact with the Participant and advise the Participant until evacuation becomes viable or the Emergency Security Event has passed.

<u>Political Evacuation</u>. Should a Political Event arise involving a Participant, UHCG will arrange for the Participant's evacuation from an international airport or other safe departure point to the nearest safe haven or directly to the Participant's Home Country, if possible, at the discretion of UHCG. Evacuation must be requested within 5 days (120 hours) from the time of the departure order issued by the recognized government of the Participant's Home Country or Host Country, as applicable.

<u>Transportation after Security or Political Evacuation</u>. Following a Security or Political Evacuation and when safety allows, UHCG will coordinate for one-way airfare to return the Participant to either the Participant's Host Country or the Participant's Home Country if Participant was evacuated to a safe haven.

✓ 4.3.3 <u>Natural Disaster Evacuation Services</u>. UHCG will provide the services specified below to a Participant, upon the Participant's request, in the event of a Natural Disaster. The Client is responsible for the associated costs and expenses, including but not limited to transportation costs, unless the Client has also selected the Natural Disaster Service Program outlined in <u>Section 4.4.3</u>.

<u>Natural Disaster Evacuation</u>: In the event of a Natural Disaster, UHCG will arrange for a Participant's evacuation from an international airport or other safe departure point designated by UHCG to the nearest safe haven or directly to the Participant's Home Country, if possible, and at the discretion of UHCG. Evacuation must be requested within 5 days (120 hours) from the time of issuance of the UHCG Evacuation Support Notification at the Evacuate status level. If evacuation becomes impractical due to hostile or dangerous conditions, UHCG will maintain contact with and advise the Participant until evacuation becomes viable or the Natural Disaster has passed.

<u>Transportation to Departure Point</u>: As part of a Natural Disaster Evacuation, UHCG will coordinate the arrangement of ground transportation to the designated international airport or other safe departure point.

<u>Transportation after Natural Disaster Evacuation</u>: Following a Natural Disaster Evacuation and when safety allows, UHCG will coordinate a one-way airfare to return the Participant to either his or her Host Country or Home Country if Participant was evacuated to a safe haven.

#### **□** 4.4 Service Program Evacuation and Related Services.

★ 4.4.1 Standard Medical Evacuation and Repatriation Services. UHCG will (a) arrange the services specified in Section 4.3.1, as required, and (b) pay for the eligible costs and expenses incurred in connection with provision such services to a Participant. UHCG will only pay for such costs and expenses to the extent UHCG has pre-approved and arranged the services. The eligible costs and expenses in connection with the Medical Evacuation Services are as follows:

- (a) The costs associated with an Emergency Medical Evacuation;
- (b) Transportation costs and expenses associated with dispatching a medical practitioner to Participant's location;
- (c) In connection with a Medical Repatriation, transportation to a Participant's Home Country or Host Country, mobile medical equipment and/or medical escort(s), and a change to a Participant's existing return travel arrangement;
- (d) In connection with arranging transportation for a Participant once stabilized, economy transportation (or upgraded transportation to a Participant's originally booked travel arrangements) to the Participant's original point of origin, Home Country or Host Country;
- (e) In connection with arranging transportation for a person to join a Participant who is traveling alone and is, or will be, hospitalized for more than days, or the victim of a felonious assault, an economy round-trip airfare for the person;
- (f) In connection with arrangement of the return of a Participant's minor children, an economy one-way airfare for the minor children (or upgraded transportation to match the Participant's originally booked travel arrangement) to send the minor children back to the Participant's Home Country and, if required, the cost of the services, transportation expenses, and accommodations of a non-medical escort to accompany the minor children back to the Participant's Home Country;
- (g) In connection with the Repatriation of a Participant's Mortal Remains, the certified death certificates required by the Home Country or Host Country to release the remains and expenses of the preparation and transportation of the Participant's mortal remains to the Participant's Home Country or place of primary residence.

- ▲ 4.4.3 Security. Political and/or Natural Disaster Evacuation. UHCG will (a) arrange the services specified in Section 4.3.2 and Section 4.3.3, as required, and (b) pay for the eligible costs and expenses incurred in connection with provision of such services to a Participant. UHCG will only pay for such costs and expenses to the extent UHCG has pre-approved and arranged the services. The eligible costs and expenses in connection with a Security, Political, or Natural Disaster Evacuation are as follows:
  - (a) The cost of the evacuation transportation provider up to a maximum coverage of US\$100,000 per person per Emergency Security Event, Political Event, or Natural Disaster;
  - (b) The expenses of transporting a Participant from his or her location to the evacuation departure point, up to US\$1,500 per person per Security, Political or Natural Disaster Evacuation;
  - (c) Reasonable costs for food and accommodations at the assembly point, and if required, costs to protect the Participant's safety while assembled or during evacuation;
  - (d) A one-way airfare to return the Participant to either his or her Host or Home Country.

For the avoidance of any doubt, the transportation and living expenses incurred by the Participant during his/her stay at the safe haven are not eligible costs and expenses.

- 5. Conditions and Limitations. Client acknowledges and agrees that, in addition to other applicable terms and conditions under this Agreement, UHCG's obligation to provide the Travel Assistance Services under this Agreement are subject to the conditions and limitations as specified in this Section 5:
  - 5.1 The Travel Assistance Services under this Agreement are only available to a Participant during his/her Enrollment Period.
  - 5.2 Concierge Travel Assistance, Medical Assistance and Medical Evacuation and Repatriation Services, are only available to Participants when they are outside of their Home Country or 100 or more miles away from their primary residence in their Home Country. Expatriates are eligible to receive such services while in their Host Country, while traveling outside of their Home Country, or while travelling within their Home Country 100 or miles or more away from their primary residence.
  - 5.3 Security and Political Evacuation and Repatriation and Natural Disaster Services are only available to Participants when they are outside of their Home Country. Expatriates are eligible to receive such services while in their Host Country, or when travelling outside of their Home Country.
  - 5.4 Travel Assistance Services shall only be provided to a Participant after UHCG receives the request (in writing or via phone) from the Participant, an authorized representative of the Participant or Client of the need for the requested Travel Assistance Services. In all cases, the requested Services and payments must be arranged, authorized, verified and approved in advance by UHCG.
  - 5.5 The Parties understand, acknowledge and agree that UHCG acts as a referral service and facilitator of the Travel Assistance Services and does not directly provide medical, transportation, legal or other services that are performed by Providers. Providers are independent contractors and are not agents of UHCG. UHCG shall not be responsible for any services performed by Providers, and the Client and its Participants, hereby waive any and all claims against UHCG for any loss, damage or injury arising out of, or resulting from, any services performed, or advice given, by Providers, including but not limited to medical advice and treatment.
  - 5.6 With respect to any evacuation requested by a Participant or Client under this Agreement, UHCG reserves the right to determine, at its sole discretion, the need for and the feasibility of an evacuation and the means, method, timing, and destination of such evacuation, and may consult with relevant third-parties, including as applicable, Physician Advisors, treating physicians, governments, security analysts, and Client, as needed to make its determination. In the event a non-medical evacuation has been requested by a Participant and UHCG has not issued an Evacuation Support Notification at the

Evacuate status level, UHCG will use commercially reasonable efforts to adhere to any announcement made by the Participant's Home or Host Country ordering the departure of personnel. In the event a Participant refuses an evacuation, UHCG shall not be responsible for expenses incurred for evacuation after the date for which the original evacuation is scheduled by UHCG. The decision to travel is the sole responsibility of the Participant.

- 5.7 UHCG may limit Medical Evacuation, Repatriation and related services upon reasonable notice to Client in the event of an epidemic. Limitations may involve geographies, covered services, etc. In the event of any limitation, UHCG shall provide as much advanced written notice as possible.
- 5.8 In the event a Participant is incapacitated or deceased, his/her designated or legal representative shall have the right to act for and on behalf of the Participant.
- 5.9 UHCG shall not be responsible for the availability, timing, quality, results of, or failure to provide any medical, legal, transportation, or other care or service herein beyond UHCG's reasonable control, including, but not limited to, Force Majeure events pursuant to Section 11 of the Agreement, a Participant's failure to obtain care or service or where the rendering of such care or service, is prohibited by U.S. law, local laws, or regulatory agencies, or the failure or inability of any third-party to perform. Neither Party shall be held responsible for any damages resulting from such interruption or delay in the provision of the Services.
- 5.10 UHCG shall be subrogated fully and completely to any and rights a Participant may have under any Insurance Plans or against third parties who may be liable for the payment of, or a contribution toward the payment of, the costs and expenses of the Travel Assistance Services provided by UHCG including without limitation hospital expenses in the event that UHCG pays or contributes to the payment of such expenses. Client shall cause and ensure Participants assign to UHCG any and all rights of recovery under any such Insurance Plans, up to the sum of the payments provided to UHCG.
- 5.11 In no event shall UHCG be responsible for providing Travel Assistance Services to a Participant under this Agreement in a situation arising from or in connection with:
  - (a) Travel arrangements that were neither arranged nor approved in advance by UHCG;
  - (b) Taking part in military or police service operations;
  - (c) Participant committing or attempting to commit, an unlawful act;
  - (d) Participant's failure to properly procure or maintain immigration, work, residence or similar type visas, permits or documents;
  - (e) Incidental expenses, including but not limited to accommodations, local transportation, meals, and telecommunication charges;
  - (f) The actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause;
  - (g) Any Evacuation or Repatriation that requires a Participant to be transported in a biohazardisolation unit;
  - (h) Any Evacuation or Repatriation when the Evacuate Stage Support Notification issued by UHCG has been posted for a period of more than 5 days (120 hours);
  - (i) Hospital or medical treatment expenses of any kind or nature;
  - (j) Security or Political, or Natural Disaster Evacuations from a Participant's Home Country;
  - (k) Security, Political or Natural Disaster Evacuations when the Emergency Security Event, Political Event or Natural Disaster precedes a Participant's arrival in the Host Country;
  - (I) Security or Political Evacuation assistance directly or indirectly related to a Natural Disaster unless otherwise specified in this Agreement;
  - (m) Medical Evacuations from a marine vessel, ship, or watercraft of any kind.

- (n) Medical Evacuations directly or indirectly related to a Natural Disaster that precedes a Participant's arrival.
- (o) Initial transportation to local facilities, including ground ambulance fees unless otherwise specified in this Agreement.
- (p) Subsequent Medical Evacuations for the same or related Illness, Injury or Emergency Medical Event regardless of location (applicable to Medical Service Evacuation and Repatriation Programs only).

# Exhibit B Medical and Security Intelligence and Subscription Services

This <u>Exhibit B</u> describes the medical and security Intelligence and related subscription-based services available to Participants ("Subscription Services") and sets forth the additional terms and conditions applicable to the Subscription Services.

#### 1. Scope of Services.

- Global Intelligence Center. A centralized, online platform that houses information about Client's program, including any applicable intelligence products that are included.
  - Classic Global Intelligence Center: Provided in standard UHCG format and includes six (6) standard informational tiles.
- Medical Intelligence Reports. Provides a country-specific, 5-point medical risk rating scale and details on emergency medical services, hospital contacts, and medical information.
- World Watch®. Provides security information for hundreds of countries and cities around the world, including in-depth risk forecasting, and much more.
- ☑ Global Monitoring. Provides constant monitoring of countries and cities and provides notification of events that may threaten travelers, thus permitting an opportunity to protect travelers' security and safety.
  - Level 1: Includes delivery of Global Monitoring Alerts via email and/or SMS for up to ten (10) individuals
- Event Notification. Provides monitoring of emerging situations and the manual issuance of email-based notifications when such events may have security or travel-related implications. Event Notification may include links to news reports or brief written descriptions of the situation. As Event Notification is designed to notify Clients of developing situations, the information may be fragmented or unconfirmed.
- License. During the term of this Agreement UHCG grants to Client a non-exclusive, nontransferable, limited license to the Subscription Services selected above. The license permits Client to access the content provided under the Subscription Services at such times and in such technical formats as it is generally available ("Data") and to use Data made available to Client solely in the ordinary and regular course of Client's business. Except as otherwise provided, such license includes the right to download and temporarily store portions of Data for appropriate use as intended under this license ("Downloaded Data") to a storage device under Client's exclusive control, and to (i) internally display such Downloaded Data, and (ii) quote from such Downloaded Data (appropriately cited and credited) in memoranda, reports, and similar work product created by Client. Client may also create printouts of Downloaded Data for internal use. No portion of the Data or Downloaded Data may be copied, downloaded, stored, published, transmitted, transferred, sold or otherwise used, in any form or by any means except (i) as expressly provided in this Agreement, (ii) with UHCG's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement, as allowed by the fair use provision of the Copyright Act of 1976 (17 U.S.C. §107). Data or Downloaded Data may not be displayed by Client on a publicly available website or on a website that is accessible to persons or Parties other than Client.

3. Limitations. ALL SUBSCRIPTION SERVICES FURNISHED BY UHCG TO CLIENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UHCG DOES NOT GUARANTEE THE CORRECTNESS OR COMPLETENESS OF THE DATA, SERVICES, AND OTHER PRODUCTS, AND SHALL NOT BE RESPONSIBLE FOR CLIENT'S OR PARTICIPANT'S SELECTION OF AND USE OR INTENDED USE OF THE DATA AND DOWNLOADED DATA.