



World Class Coverage Plan

Proposal For

CDS International, Inc.

Submitted by: **Cultural Insurance Services International**

Underwritten by: **The Insurance Company of The State of Pennsylvania,**
a member of the AIG Companies

May 1, 2007

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◀ Eligibility Requirements ▶

Eligible Participant: Eligible Participant means any person who: (1) has become a participant in a group in international educational activities, and (2) is temporarily located outside their home country or country of regular domicile as a non-resident alien, and (3) has not applied for permanent residency status, and (4) for whom the required premium has been paid.

◀ Periods of Coverage ▶

When an Insured's Coverage Begins: Coverage will become effective for an Eligible Participant on the later of the following dates, but in no event shall coverage commence prior to the effective date of the Master Policy:

1. the effective date of the Policy;
2. the date requested by the Participating Organization.

When an Insured's Coverage Ends: Coverage will terminate for an Insured on the earliest of the following dates:

1. the date the Master Policy terminates;
2. the expiration date of the term of coverage, requested by the Participating Organization, applicable to the Insured;
3. the date the Insured ceases to meet the Eligibility Requirements described above.

◀ Schedule of Benefits ▶

Accidental Death	
Per Insured	\$10,000
Aggregate Limit Per Accident	\$1,000,000
Medical Expense (per Accident or Sickness):	
Deductible	\$25
Hospital ER Deductible-if determined to be non-emergency	\$250
Basic Medical	\$250,000@100%
Mental and Nervous (Per Lifetime):	
Outpatient	\$500
Inpatient	\$10,000
Dental:	
Accidental Limit	\$250/tooth to a max of \$750
Palliative Limit	\$250/tooth to a max of \$750
Specified Therapies and Spinal Manipulation:	
Inpatient Limit	\$2,500
Outpatient Limit	\$2,500 following covered surgery or hospitalization
Emergency Medical Evacuation/Repatriation	\$50,000
Return of Mortal Remains	\$25,000
Home Country Coverage	up to 30 days
Emergency Medical Reunion	\$2,000
Pre-existing Conditions Coverage Limit	\$500

◀ Benefit Provisions ▶

SCOPE OF COVERAGE

Benefits are payable under this Policy for Covered Expenses incurred by an Insured Person for the items stated in the Schedule of Benefits. Benefits shall be payable to either the Insured Person or the Service Provider for Covered Expenses incurred Worldwide. The first such expense must be incurred by an Insured within 30 days after the date of the Accident or commencement of the Sickness; and:

- All expenses must be incurred by the Insured within 52 weeks from the date of the Accident or commencement of the Sickness and
- the Insured must remain continuously insured under the Policy for the duration of the treatment;

The charges enumerated herein shall in no event include any amount of such charges which are in excess of Reasonable and Customary charges. If the charge incurred is in excess of such average charge such excess amount shall not be recognized as a Covered Expense. All charges shall be deemed to be incurred on the date such services or supplies, which give rise to the expense or charge, are rendered or obtained.

◀ **Accidental Death and Dismemberment** ▶

Accidental Death and Dismemberment Insurance is afforded to an Insured Person which shall apply only to Injury, as defined in Definitions, sustained by such Insured Person during the course of coverage. Such Insurance includes such Injury which occurs during the course of time the Insured Person is covered under the Policy.

The Company shall pay an indemnity determined from the Schedule of Benefits, Accidental Death and Dismemberment, Table of Losses, if an Insured Person sustains a Loss stated therein resulting from Injury, provided that:

1. such Loss occurs within 60 days after the date of Accident causing such Loss; and
2. the indemnity payable for any such Loss shall be the Principal Sum stated in the Schedule of Benefits, Accidental Death and Dismemberment, Principal Sum, as applicable to such Insured Person and this Insurance; and
3. if more than one Loss stated in said Table is sustained as the result of one Accident, only one of the amounts so stated in said Table, the largest, shall be payable.

Exposure

If by reason of an Accident covered by the Policy an Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a Loss for which the Principal Sum is otherwise payable hereunder such Loss will be covered under the terms of this Policy.

Disappearance

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking, or wrecking of a conveyance in

which such Insured Person was an occupant, then it shall be deemed, subject to all other terms and provisions of the Policy, that such Insured Person shall have suffered Loss of life within the meaning of the Policy.

◀ **Accident and Sickness Medical Expenses** ▶

The Company will pay Covered Expenses due to Accident or Sickness only, as per the limits stated in the Schedule of Benefits. Coverage is limited to Covered Expenses incurred subject to Exclusions. All bodily Injuries sustained in any one Accident shall be considered one Disablement, all bodily disorders existing simultaneously which are due to the same or related causes shall be considered one Disablement. If a Disablement is due to causes which are the same or related to the cause of a prior Disablement (including complications arising there from), the Disablement shall be considered a continuation of the prior Disablement and not a separate Disablement.

Treatment of an Injury or Illness must occur within 30 days of the Accident or onset of the Illness.

When a covered Injury or illness is incurred by the Insured Person the Company will pay Reasonable and Customary medical expenses excess of the Deductible and Coinsurance as stated in the Schedule of Benefits. In no event shall the Company's maximum liability exceed the maximum stated in the Schedule of Benefits as to Covered Expenses during any one period of individual coverage.

The Deductible and Coinsurance amount consists of Covered Expenses which would otherwise be payable under this Policy. These expenses must be borne by the Insured Person.

Covered Accident and Sickness Medical Expenses

For the purpose of this section, only such expenses, incurred as the result of a Disablement, which are specifically enumerated in the following list of charges, and which are not excluded in the Exclusions section, shall be considered as Covered Expenses:

1. Charges made by a Hospital for room and board, floor nursing and other services inclusive of charges for professional service and with the exception of personal services of a non-medical nature; provided, however, that expenses do not exceed the Hospital's average charge for semiprivate room and board accommodation.
2. Charges made for Intensive Care of Coronary Care charges and nursing services.
3. Charges made for diagnosis, treatment and Surgery by a Physician.
4. Charges made for an operating room.
5. Charges made for Outpatient treatment, same as any other treatment covered on an Inpatient basis. This includes ambulatory Surgical centers, Physicians' Outpatient visits/examinations, clinic care, and Surgical opinion consultations.

6. Charges made for the cost and administration of anesthetics.
7. Charges for medication, x-ray services, laboratory tests and services, the use of radium and radioactive isotopes, oxygen, blood, transfusions, iron lungs, and medical treatment.
8. Charges for physiotherapy, if recommended by a Physician for the treatment of a specific Disablement and administered by a licensed physiotherapist (inpatient up to \$2,500, outpatient after a covered surgery or hospitalization up to \$2,500).
9. Dressings, drugs, and medicines that can only be obtained upon a written prescription of a Physician or Surgeon.
10. Charges made for artificial limbs, eyes, larynx, and orthotic appliances, but not for replacement of such items.
11. Local transportation to or from the nearest Hospital or to and from the nearest Hospital with facilities for required treatment. Such transportation shall be by licensed ground ambulance only, within the metropolitan area in which the Insured Person is located at that time the service is used. If the Insured Person is in a rural area, then licensed ground ambulance transportation to the nearest metropolitan area shall be considered a Covered Expense.
12. Nervous or Mental Disorders: are payable, a) up to \$500 for outpatient treatment or b) up to \$10,000 on an inpatient basis. The Company shall not be liable for more than one such inpatient or outpatient occurrence per lifetime under the Policy with respect to any one Insured.
13. Expenses incurred within an Insured's home country or country of regular domicile (up to 30 days).

◀ Dental ▶

When covered Dental expenses are incurred by the insured person the Company will pay Reasonable and Customary expenses in excess of the Deductible and Coinsurance as stated in the Schedule of Benefits. In no event shall the Company's maximum liability exceed the maximum stated in the Schedule of Benefits, as to Covered Expenses during any one period of individual coverage.

For the purpose of this section, only such expenses, incurred as the result of an eligible Dental condition, in which services or Medications are prescribed, performed, or ordered by a Dentist and enumerated below, and which are not excluded in the Exclusions, shall be considered as Covered Expenses.

1. With respect to Accidental Dental, an eligible Dental condition shall mean emergency dental repair or replacement to sound, natural teeth damaged as a result of a covered Accident (\$250 per tooth up to a maximum benefit of \$750).
2. With respect to Palliative Dental, an eligible Dental condition shall mean emergency pain relief treatment to natural teeth (\$250 per tooth up to a maximum benefit of \$750).

◀ **Emergency Medical Reunion** ▶

When an Insured Person is hospitalized for more than 6 days, the Company will arrange and pay for round trip economy-class transportation for one individual selected by the Insured Person, from the Insured Person's current Home Country to the location where the Insured Person is hospitalized. The benefits payable will include:

- The cost of a round trip economy airfare and their hotel and meals (to a maximum of \$100 per day) up to the maximum stated in the Schedule of Benefits, Emergency Medical Reunion;
- All transportation in connection with an Emergency Medical Reunion must be pre-approved and arranged by the Assistance Provider.

◀ **Team Assist Emergency Assistance Services Plan** ▶

The Team Assist Plan is designed by CISI in conjunction with the Assistance Provider to provide travelers with a worldwide, 24-hour emergency telephone assistance service. Multilingual help and advice may be furnished for the Insured in the event of any emergency during the term of coverage. The Team Assist Plan supplements the insurance benefits provided by **The Insurance Company of The State of Pennsylvania**. Emergency Medical Transportation Services:

The Team Assist Plan provides services and pays expenses up to the following maximums:

- Emergency Medical Evacuation/Repatriation up to **\$50,000**.
- Return of Mortal Remains up to **\$25,000**.

All services must be arranged through the Assistance Provider.

◀ **Emergency Medical Evacuation/Repatriation** ▶

The Company shall pay benefits for Covered Expenses incurred up to the maximum stated in the Schedule of Benefits, if any Injury or covered Illness commencing during the Period of Coverage results in the Medically Necessary Emergency Medical Evacuation or Repatriation of the Insured Person. The decision for an Emergency Medical Evacuation or Repatriation must be ordered by the Company's appointed Assistance Company in consultation with the Insured Person's local attending Physician.

Emergency Medical Evacuation or Repatriation means: a) the Insured Person's medical condition warrants immediate transportation from the place where the Insured Person is located (due to inadequate medical facilities) to the nearest adequate medical facility where medical treatment can be obtained; or b) after being treated at a local medical facility, the Insured Person's medical condition warrants transportation with a qualified medical attendant to his/her Home Country to obtain further medical treatment or to recover; or c) both a) and b) above.

Covered Expenses are expenses, up to the maximum stated in the Schedule of Benefits, Emergency Medical Evacuation/Repatriation, for transportation, medical services and medical supplies necessarily incurred in connection with Emergency

Medical Evacuation or Repatriation of the Insured Person. All transportation arrangements must be by the most direct and economical route.

◀ **Return of Mortal Remains or Cremation** ▶

The Company will pay the reasonable Covered Expenses incurred up to the maximum as stated in the Schedule of Benefits, Return of Mortal Remains, to return the Insured Person's remains to his/her then current Home Country, if he or she dies.

Covered Expenses include, but are not limited to, expenses for embalming, cremation, a minimally necessary container appropriate for transportation, shipping costs, and the necessary government authorizations.

All Covered Expenses in connection with a Return of Mortal Remains must be pre-approved and arranged by an Assistance Company representative appointed by the Company.

The Team Assist Plan offers the following services:

MEDICAL ASSISTANCE SERVICES

Medical Referral: Referrals will be provided for physicians, hospitals, clinics or any other medical service provider requested by the Insured. Service is available 24 hours a day, worldwide.

Medical Monitoring: In the event the Insured is admitted to a US or foreign hospital, the Assistance Provider will coordinate communication between the Insured's own physician and the attending medical doctor or doctors. The Assistance Provider will monitor the Insured's progress and update the family or the insurance company accordingly.

Prescription Drug Replacement/Shipment: Assistance will be provided in replacing lost, misplaced, or forgotten medication by locating a supplier of the same medication or by arranging for shipment of the medication as soon as possible.

Emergency Message Transmittal: The Assistance Provider will forward an emergency message to and from a family member, friend or medical provider.

Coverage Verification/Payment Assistance for Medical Expenses: The Assistance Provider will provide verification of the Insured's medical insurance coverage when necessary to gain admittance to foreign hospitals, and if requested, and approved by the Insured's insurance company, or with adequate credit guarantees as determined by the Insured, provide a guarantee of payment to the treating facility.

TRAVEL ASSISTANCE SERVICES

Assistance in Obtaining Emergency Cash:

The Assistance Provider will advise how to obtain or to send emergency funds worldwide.

Traveler Check Replacement Assistance: The Assistance Provider will assist in obtaining replacements for lost or stolen traveler checks from any company, i.e.. Visa, Master Card, Cooks, American Express, etc., worldwide.

Lost/Delayed Luggage Tracing: The Assistance Provider will assist the Insured whose baggage is lost, stolen or delayed while traveling on a common carrier,

Replacement of Lost or Stolen Airline Ticket: One telephone call to the provided 800 number will activate the Assistance Provider's staff in obtaining a replacement ticket.

TECHNICAL ASSISTANCE SERVICES

Credit Card - Passport - Important Document Replacement: The Assistance Provider will assist in the replacement of any lost or stolen important document such as a credit card, passport, visa, medical record, etc.. and have the documents delivered or picked up at the nearest embassy or consulate.

Locating Legal Services: The Assistance Provider will help the Insured contact a local attorney or the appropriate consular officer when an Insured is arrested or detained, is in an automobile accident, or otherwise needs legal help. The Assistance provider will maintain communications with the Insured, family, and business associates until legal counsel has been retained by or for the Insured.

Assistance in Posting Bond/Bail: Assist by providing a referral to a bail bondsman. The Assistance Provider will arrange for the bail bondsman to contact the Insured or to visit at the jail if incarcerated.

Worldwide Inoculation Information: Information will be provided if requested by an Insured for all required inoculations relative to the area of the world being visited as well as any other pertinent medical information.

◀ Exclusions ▶

For expenses listed in the Schedule of Benefits, **Accidental Death and Dismemberment**, this Insurance does not cover:

1. Suicide or attempt thereof by the Insured Person while sane or self destruction or any attempt thereof by the Insured Person while insane;
2. Disease of any kind;
3. Bacterial infections except pyogenic infection which shall occur through an accidental cut or wound;
4. Injury sustained while the Insured Person is riding as a pilot, student pilot, operator or crew member, in or on, boarding or alighting from, any type of aircraft;

5. Any consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to, or arising in connection with:
 - a. war, invasion, warlike operations (whether war be declared or not), or civil war.
 - b. mutiny, riot, strike, military or popular uprising insurrection, rebellion, revolution, military or usurped power.
6. Being under the influence of alcohol or having taken drugs or narcotics unless prescribed by a legally qualified Physician or surgeon;
7. Injury occasioned or occurring while the Insured Person is committing or attempting to commit a felony or to which a contributing cause was the Insured Person being engaged in an illegal occupation;
8. Injury arising out of a Pre-Existing Condition. However, an Injury for which the treatment has not been rendered or treatment medically recommended for the past twelve consecutive months shall not be considered a Pre-Existing Condition unless otherwise specifically excluded;
9. Neuroses, psychoneuroses, psychopathies, psychoses or mental or emotional diseases or disorders of any type.

For benefits listed in the Schedule of Benefits, **Accident Medical, Sickness Medical, Mental and Nervous, Dental, Specified Therapies and Spinal Manipulation, Emergency Medical Evacuation/Repatriation, Return of Mortal Remains** this Insurance does not cover:

1. Pre-Existing conditions, defined as any condition for which a licensed Physician was consulted, or for which treatment or medication was prescribed, or for which manifestations of symptoms would have caused a person to seek medical advice prior to the Effective Date of coverage under the Policy, except as specified below:
 - a. If the Insured Person does not receive medical care or services, including prescription drugs or other medical supplies, and is not under the care of a Physician with respect to the Pre-Existing Condition or related condition(s), for a period of 12 consecutive months beginning on or after the first day of coverage, the preexisting condition exclusion will no longer apply and any eligible charges incurred after the treatment free period will be considered for reimbursement; or
 - b. If the Insured Person is continuously covered under the Policy for 12 consecutive months, the Pre-Existing Condition exclusion will no longer apply and any eligible expenses incurred thereafter will be considered for reimbursement; or
 - c. Emergency Medical Evacuation/Repatriation and Return of Mortal Remains

Note: This policy does pay benefits to a maximum of \$500.00 for loss due to a pre-existing condition.

2. Charges for treatment which is not Medically Necessary;

3. Charges for treatment which exceed Reasonable and Customary charges;
4. Charges incurred for Surgery or treatments which are, Experimental/Investigational, or for research purposes;
5. Services, supplies or treatment, including any period of Hospital confinement, which were not recommended, approved and certified as Medically Necessary and reasonable by a Physician;
6. Suicide or any attempt thereof, while sane or self destruction or any attempt thereof, while sane;
7. Any consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to, or arising in connection with:
 - a. war, invasion, warlike operations (whether war be declared or not), or civil war.
 - b. mutiny, riot, strike, military or popular uprising insurrection, rebellion, revolution, military or usurped power.
8. Injury sustained while participating in professional athletics;
9. Routine physicals, immunizations, or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or x-ray examinations, except in the course of a Disablement established by a prior call or attendance of a Physician;
10. Treatment of the Temporomandibular joint;
11. Vocational, speech, recreational or music therapy;
12. Services or supplies performed or provided by a Relative of the Insured Person, or anyone who lives with the Insured Person;
13. The refusal of a Physician or Hospital to make all medical reports and records available to the Company will cause an otherwise valid claim to be denied;
14. Cosmetic or plastic Surgery, except as the result of a covered Accident; for the purposes of this Policy, treatment of a deviated nasal septum shall be considered a cosmetic condition;
15. Elective Surgery or Elective Treatment which can be postponed until the Insured Person returns to his/her Home County, where the objective of the trip is to seek medical advice, treatment or Surgery;
16. Treatment and the provision of false teeth or dentures, normal ear tests and the provision of hearing aids;
17. Eye refractions or eye examinations for the purpose of prescribing corrective lenses for eye glasses or for the fitting thereof, unless caused by Accidental bodily Injury incurred while insured hereunder;

18. Treatment in connection with alcoholism and drug addiction, or use of any drug or narcotic agent;
19. Injury sustained while under the influence of or Disablement due to wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a Physician for a condition which is covered hereunder;
20. Any Mental and Nervous disorders or rest cures , unless otherwise covered under this Policy;
21. Treatment while confined primarily to receive custodial care, educational or rehabilitative care, or nursing services;
22. Congenital abnormalities and conditions arising out of or resulting there from;
23. The cost of the Insured Person's unused airline ticket for the transportation back to the Insured Person's Home Country, where an Emergency Medical Evacuation or Repatriation and/or Return of Mortal Remains benefit is provided;
24. Expenses as a result or in connection with intentionally self-inflicted Injury or Illness;
25. Expenses as a result or in connection with the commission of a felony offense;
26. Injury sustained while taking part in mountaineering where ropes or guides are normally used; hang gliding, parachuting, bungee jumping, racing by horse, motor vehicle or motorcycle, parasailing;
27. Treatment paid for or furnished under any other individual or group policy or other service or medical pre-payment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government program or facility set up for treatment without cost to any individual;
28. Injuries for which benefits are payable under any no-fault automobile Insurance Policy;
29. Dental care, except as the result of Injury to natural teeth caused by Accident, unless otherwise covered under this Policy;
30. Routine Dental Treatment;
31. Drug, treatment or procedure that either promotes or prevents conception, or prevents childbirth, including but not limited to: artificial insemination, treatment for infertility or impotency, sterilization or reversal thereof, or abortion (limited to \$500);
32. Pregnancy, childbirth, miscarriage (limited to \$5,000);
33. Treatment for human organ tissue transplants and their related treatment;
34. Weak, strained or flat feet, corns, calluses, or toenails;
35. Diagnosis and treatment of acne;

36. Injury sustained while the Insured Person is riding as a pilot, student pilot, operator or crew member, in or on, boarding or alighting from, any type of aircraft.

Right of Subrogation: To the extent the Company pays for a loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the loss. This is known as subrogation. The Insured must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.

◀ Definitions ▶

“Accident” or **“Accidental”** shall mean an event, independent of Illness or self inflicted means, which is the direct cause of bodily Injury to an Insured Person.

“Coinsurance” shall mean the percentage amount of eligible Covered Expenses, after the Deductible, which are the responsibilities of the Insured Person and must be paid by the Insured Person. The Coinsurance amount is stated in the Schedule of Benefits, under each stated benefit.

“Company” shall be **The Insurance Company of The State of Pennsylvania.**

“Covered Expenses” shall mean expenses which are for Medically Necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary charges; incurred while insured under this Policy; and which do not exceed the maximum limits shown in the Schedule of Benefits, under each stated benefit.

“Deductible” shall mean the amount of eligible Covered Expenses which are the responsibility of each Insured Person and must be paid by each Insured Person before benefits under the Policy are payable by the Company. The Deductible amount is stated in the Schedule of Benefits, under each stated benefit.

“Dependent” shall mean the spouse who is legally married to the Primary Insured Person; the Primary Insured Person's unmarried Child from birth until his/her 19th birthday;

“Disablement” as used with respect to medical expenses shall mean an Illness or an Accidental bodily Injury necessitating medical treatment by a Physician as defined in this Policy.

“Effective Date” shall mean the date the Insured's Persons coverage under this Policy begins. The Effective Date of this Policy is the later of the following:

1. The Date the Company receives a completed Application and premium for the Policy Period or
2. The Effective Date requested on the Application or
3. The Date the Company approves the Application

“Elective Surgery or Elective Treatment” means surgery or medical treatment which is not necessitated by a pathological or traumatic change in the function or structure

in any part of the body first occurring after the Insured's effective date of coverage. Elective Surgery includes, but is not limited to, circumcision, tubal ligation, vasectomy, breast reduction, sexual reassignment surgery, and submucous resection and/or other surgical correction for deviated nasal septum, other than for necessary treatment of covered purulent sinusitis. Elective Surgery does not apply to cosmetic surgery required to correct a covered Accident. Elective Treatment includes, but is not limited to, treatment for acne, nonmalignant warts and moles, weight reduction, infertility, learning disabilities.

“Eligible Benefits” shall mean benefits payable by the Company to reimburse expenses which are for Medically Necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary charges; incurred while insured under this Policy; and which do not exceed the maximum limits shown in the Schedule of Benefits under each stated benefit.

“Emergency” shall mean a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within 24 hours.

“Family Member” shall mean a spouse, parent, sibling or Child of the Insured Person.

“Home Country” shall mean the country where an Insured Person has his or her true, fixed and permanent home and principal establishment.

“Hospital” as used in this Policy shall mean except as may otherwise be provided, a Hospital (other than an institution for the aged, chronically ill or convalescent, resting or nursing homes) operated pursuant to law for the care and treatment of sick or Injured persons with organized facilities for diagnosis and Surgery and having 24-hour nursing service and medical supervision.

“Illness” wherever used in this Policy shall mean sickness or disease of any kind contracted and commencing after the Effective Date of this Policy and Disablement covered by this Policy.

“Injury” wherever used in this Policy shall mean bodily Injury caused solely and directly by violent, Accidental, external, and visible means occurring while this Policy is in force and resulting directly and independently of all other causes in Disablement covered by this Policy.

“Insured Person(s)” shall mean a person eligible for coverage under the Policy as defined in “Eligible Persons” who has applied for coverage and is named on the application and for whom the company has accepted premium. This may be the Primary Insured Person or Dependent(s).]

“Medically Necessary” or “Medical Necessity” shall mean services and supplies received while insured that are determined by the Company to be: 1) appropriate and necessary for the symptoms, diagnosis, or direct care and treatment of the Insured Person's medical conditions; 2) within the standards the organized medical community deems good medical practice for the Insured Person's condition; 3) not primarily for the convenience of the Insured Person, the Insured Person's Physician or another Service Provider or person; 4) not Experimental/Investigational or unproven, as recognized by the organized medical community, or which are used for any type of research program

or protocol; and 5) not excessive in scope, duration, or intensity to provide safe and adequate, and appropriate treatment. For Hospital stays, this means that acute care as an Inpatient is necessary due to the kinds of services the Insured Person is receiving or the severity of the Insured Person's condition, in that safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting. The fact that any particular Physician may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make such treatment Medically Necessary or make the charge of a Covered Expense under this Policy.

“Permanent Residence” shall mean the country where an Insured Person has his or her true, fixed and permanent home and principal establishment, and to which he or she has the intention of returning.

“Physician” as used in this Policy shall mean a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform Surgery in accordance with the laws of the jurisdiction where such professional services are performed, however, such definition will exclude chiropractors and physiotherapists.

“Pre-existing Condition” for the purposes of this Policy shall mean 1) a condition that would have caused person to seek medical advise, diagnosis, care or treatment during the 12 months prior to the Effective Date of coverage under this Policy; 2) a condition for which medical advise, diagnosis, care or treatment was recommended or received during the 12 months prior to the Effective Date of coverage under this Policy; 3) expenses for a Pregnancy existing on the Effective Date of coverage under this Policy.

“Reasonable and Customary” shall mean the maximum amount that the Company determines is Reasonable and Customary for Covered Expenses the Insured Person receives, up to but not to exceed charges actually billed. The Company's determination considers: 1) amounts charged by other Service Providers for the same or similar service in the locality were received, considering the nature and severity of the bodily Injury or Illness in connection with which such services and supplies are received; 2) any usual medical circumstances requiring additional time, skill or experience; and 3) other factors the Company determines are relevant, including but not limited to, a resource based relative value scale.

For a Service Provider who has a reimbursement agreement, the Reasonable and Customary charge is equal to the amount that constitutes payment in full under any reimbursement agreement with the Company.

If a Service Provider accepts as full payment an amount less than the negotiated rate under a reimbursement agreement, the lesser amount will be the maximum Reasonable and Customary charge.

The Reasonable and Customary charge is reduced by any penalties for which a Service Provider is responsible as a result of its agreement with the Company.

“Relative” shall mean spouse, parent, sibling, Child, grandparent, grandchild, step-parent, step-child, step-sibling, in-laws (parent, son, daughter, brother and sister), aunt, uncle, niece, nephew, legal guardian, ward, or cousin of the Insured Person.