# International Student Health Benefits

**Scholar Premier** 





07/01/2025-06/30/2026 Plan ID: ScholarP-25-01

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# Scope of Coverage

This Policy is designed to provide coverage while you are studying abroad and temporarily residing in the United States. The benefits stated in this Policy are only applicable when the Insured Person is outside his or her Home Country and is not intended for long-term care. This Policy does not cover United States citizens residing in the United States. As such, this Policy is not subject to, and is not administered as a Patient Protection and Affordable Care Act insurance policy and is not subject to guaranteed issuance or renewal.

These terms and conditions (the "Policy") describe each party's rights and obligations, what the plan covers and how benefits are paid for that coverage. It is important that you read and understand the Policy to make sure you are aware of any waiting periods, limitations and exclusions. When reading through the Policy, capitalized words are defined terms whose definition appears in the Definitions section of this Policy.

Please note that benefits are subject to Deductible, Coinsurance, Copayment, Maximum Benefit amounts and maximum number of visits/days (as applicable). This Policy must be purchased for the entire duration of the academic year unless you commence your educational program in the spring term/semester (in which case you will be required to purchase the Policy for the remaining period of the academic year). With the exception of Evacuation and Repatriation benefits, *the benefits that contain a Maximum Benefit amount and/or a maximum number of visits/days are based on a 12-month Period of Coverage. For Policy Periods less than 12 months, the Maximum Benefit amount and/or the maximum number of visits/days for a particular benefit will be prorated based on the Policy Period stated in your Certificate of Coverage. We agree to provide coverage, up to the limits stated in this Policy, for Covered Expenses of Covered Services in accordance with the conditions, limitations and exclusions stated in this Policy. The Policyholder's receipt of the Policy shall constitute delivery to each Insured Person. All benefit amounts are stated in United States dollars. If you have any questions, please contact a ConciergeCare Counselor.* 

### **Important Information**

- Where do I go for medical care?
  - Non-Emergency/Non-Urgent Care: If you have a non-emergency situation, please contact a ConciergeCare counselor at the telephone number on the back of your ID card to guide you to the appropriate In-Network Physician (i.e., local doctor, walk-in clinic, or urgent care facility) in your area and assist you in scheduling an appointment. Utilizing a hospital emergency room for non-emergency care will result in additional expenses and out of pocket costs to you. If you use an emergency room in the Hospital for a non-emergency service, these Services will not be covered.
  - **Emergency Care:** In case of a serious medical emergency, contact emergency services at 911. After the proper authorities have been contacted, contact ConciergeCare so we can lead you in the right direction and help you through any hardship you may have.

If you are unsure whether you should visit an urgent care center/convenience care clinic or an emergency room, contact a ConciergeCare counselor who may guide you to the appropriate Provider. You may reach a ConciergeCare Counselor at +1.855.773.7810 or e-mail: <u>Conciergecare@payerfusion.com</u>. In the event of an emergency, however, you should always contact emergency services wherever you are located.

- **Pre-Existing Condition Limitations:** This Policy will not cover expenses for the Treatment of a Pre-Existing Condition, including, but not limited to, congenital conditions, chronic or recurrent Illness, maintenance thereof or complications resulting directly or indirectly therefrom.
- **Prescription Medication:** You must present your ID card to the pharmacy, along with your Copayment, when the prescription is filled. If you do not use an approved pharmacy, you will be responsible for paying the full cost for the Prescription Drug. If you do not present your ID card, you may need to pay for the Prescription Drug and then submit a Reimbursement form for the Prescription Drug along with the paid receipt and Prescription Drug receipt in order to be considered for Reimbursement. For inquiries regarding your Medication Program, Prescription Drug Benefits or to obtain information regarding participating pharmacies, please contact your ConciergeCare Counselor or visit the PBM website at www.ehimrx.com.
- Out-of-Network benefits are subject to Usual, Customary and Reasonable Charges. In the case of an Out-of-Network Provider, WellAway will pay the Covered Services outlined in the Summary of Benefits under the Out-of-Network column directly to the Insured Person. These amounts are based on the Usual, Customary and Reasonable Charges (UCR) as per the Policy terms and conditions and the Insured Person will be responsible for settling the claim with the Out-of-Network Provider. We are not contracted with Out-of-Network Providers and will not pay them directly. Out-of-Network Providers may bill the Insured Person for any amounts above UCR and are under no obligation to honor any discounts or not to balance bill you. We urge you to use In-Network Providers to minimize your Out-of-Pocket Costs. WellAway does not accept an assignment of benefits from an Insured Person to pay an Out-of-Network Provider directly. We recommend that you notify us of any planned inpatient procedure, outpatient procedure, diagnostic services or laboratory tests to ensure full reimbursement of the medical services provided. Your Provider should advise you of the costs of the recommended Treatment or Procedure. If the costs of the Treatment or Procedure are likely to exceed Usual, Customary and Reasonable Charges, you should request a written estimate and contact WellAway before any Treatment or Procedure takes place.
- Please read the benefit descriptions for complete details of your coverage. All covered benefits are subject to: (i) your Cost Share amounts and any benefit maximums listed on your Summary of Benefits; (ii) the Allowable Charges (In-Network) or Usual, Customary and Reasonable Charges (Out-of-Network), as applicable; and (iii) any limitations and Exclusions. Any Service, Supply or Prescription Drug which is: (a) not ordered, recommended, or approved by a Physician; (b) not rendered under the scope of a Physician's license; or (c) not Medically Necessary or in accordance with established Evidence Based Medicine will not be covered. In certain circumstances the Insurer, in its sole discretion, may repatriate the Insured Person back to his/her Home Country.

# What Your Plan Covers

This section is a summary and a full description of the benefits covered under this Policy. *Certain procedures and medical services covered by your Policy require Pre-Authorization.* Covered Services that require pre-authorization must be coordinated and approved by the Plan Administrator in order to be covered under this Policy. If Services are not pre-authorized, it will result in a 30% penalty on the entire episode of care. If the Service would not have been approved by the Pre-Authorization process under this Policy, all related claims will be denied. *Please refer to the "Pre-Authorization" section under the heading "How Your Coverage Works."* 

Area of Coverage	Worldwide excluding Home Country	
Lifetime Maximum	\$600,000	
Maximum Limit per Illness or Injury	\$500,000	
Pre-Existing Condition Exclusion	Scholars: Yes Dependents: Yes	

Deductible	In-Network In-Network Physician and In-Network Facility	<b>Out-of-Network</b> (subject to Usual, Customary and Reasonable charges (UCR))
In-Network and Out-of-Network Deductibles	¢100 per Illeges er leiun.	¢200 per Illeges er leiver
Copayments do not apply towards Deductible	\$100 per Illness or Injury	\$200 per Illness or Injury

Copayments		
Office Visit	\$0	\$0
Urgent Care	\$0	\$0
Hospital Emergency Room	\$250 (waived if admitted)	\$250 (waived if admitted)
Hospital	\$0	\$0

#### Cost Share amounts will be waived when Treatment is rendered at the Student Health Center.

Coinsurance		
In-Network Physician and Facility	80% of Allowable Charges (unless otherwise stated)	
Out-of-Network Providers	60% of UCR	
Out-of-Pocket Maximum		
Coinsurance is the only Cost Share that applies towards the Out-of-Pocket Maximum.	\$6,950 per Insured Person \$12,000 per Family	Unlimited per Insured Person Unlimited per Family
Outpatient Medication Program		
EHIM In-Network Pharmacy / On-Campus Pharmacy	Tier 1: \$20 Copayment Tier 2: \$40 Copayment Tier 3: \$60 Copayment	
Out-of-Network	Not covered	

cholar Premier	In-Network In-Network Physician and In-Network Facility	Out-of-Network (subject to Usual, Customary and Reasonable charges (UCR))
re-Attendance University Requireme Deductible does not apply)	ents	
nmunizations nust be obtained at an EHIM In-Network narmacy)	100% of Allowable Charges	Not covered
B Testing Policyholder only and must be performed in an dependent free-standing laboratory)	100% of Allowable Charges	Not covered
Vellness and Preventive Services Deductible does not apply)		
dult Wellness Visit and Preventive Services	100%	Not covered
/ell Childcare Visits	Maximum benefit \$250	
ervices That Require Hospitalization	n	
re-admission Testing	80% of Allowable Charges	60% of UCR
ospitalization	80% of Allowable Charges	60% of UCR
tensive Care Unit/Telemetry/Surgical tensive Care/Medical Intensive Care/ rauma/Pediatric Intensive Care	80% of Allowable Charges	60% of UCR
patient Treatment For Mental Illness	80% of Allowable Charges	60% of UCR
mergency Medical Services in an mergency Room you use an emergency room in the Hospital for non-emergency service, the services will not be overed.	80% of Allowable Charges \$250 Copayment (waived if admitted)	60% of UCR \$250 Copayment (waived if admitted)
patient Physician, Osteopath and pecialist Services	80% of Allowable Charges	60% of UCR
patient Ancillary Hospital Services	80% of Allowable Charges	60% of UCR
patient Oncology Treatment	80% of Allowable Charges up to Maximum benefit \$25,000	60% of UCR up to Maximum Benefit \$25,000
patient Reconstructive Surgery	80% of Allowable Charges up to Maximum Benefit \$15,000	60% of UCR up to Maximum Benefit \$15,000
patient Surgical Procedures	80% of Allowable Charges	60% of UCR
patient Surgeon Fees, Assistant Surgeon ees and Anesthesiologist	80% of Allowable Charges	60% of UCR
mergency Ground Ambulance	80% of Allow	able Charges

It is indicated that the services below be performed in an In-Network Physician's office or in an In-Network free-standing independent facility to maximize your benefit, reduce your costs and avoid Site of Service Differential costs.

Urgent Care Clinic / Facility	80% of Allowable Charges	60% of UCR
Outpatient Ambulatory Surgical Facility & Surgical Care When not performed in a free-standing independent ambulatory facility, a Site of Service Differential cost will apply.	80% of Allowable Charges	60% of UCR
Routine X-rays and Laboratory tests When not performed in a Physician's office or in a free-standing non-hospital facility, a Site of Service Differential cost will apply.	80% of Allowable Charges	60% of UCR

# **Scholar Premier**

# **Outpatient Care**

It is indicated that the services below be performed in an In-Network Physician's office or in an In-Network free-standing independent facility to maximize your benefit, reduce your costs and avoid Site of Service Differential costs.

Advanced Diagnostic and Interventional Radiology Services When not performed in a Physician's office or in a free-standing non-hospital facility, a Site of Service Differential cost will apply.	80% of Allowable Charges	60% of UCR
Outpatient Physical Therapy	80% of Allowable Charges Limited to 12 visits	60% of UCR Limited to 12 visits
Outpatient Oncology Treatment	80% of Allowable Charges up to Maximum benefit \$25,000	60% of UCR up to Maximum benefit \$25,000
Outpatient Reconstructive Surgery	80% of Allowable Charges up to Maximum Benefit \$15,000	60% of UCR up to Maximum Benefit \$15,000
Diabetic Medical Supplies	80% of Allowable Charges Maximum Benefit \$3,000	60% of UCR Maximum Benefit \$3,000
Emergency Dental Treatment	80% of Allowable Charges Maximum Benefit \$500	60% of UCR Maximum Benefit \$500
Physician Services		
Telemedicine Consultations and Visits	No Copayment Limited to 10 consults/visits	
Primary Care Visit	80% of Allowable Charges	60% of UCR
Specialist Visit	80% of Allowable Charges	60% of UCR
Outpatient Mental Illness Visit	80% of Allowable Charges	60% of UCR
Other Services		
Durable Medical Equipment	80% of UCR	60% of UCR
Maternity Care and Birth Benefits		
<b>Maternity Care</b> (subject to notification within 30 days of pregnancy confirmation and 10-month waiting period)	80% of Allowable Charges	60% of UCR
Worldwide Coverage (outside the United States, excluding your Home Country)	80% of UCR	
Accidental Death and Dismembermer	nt	
Accidental Death	Sum amount \$10,000	
Dismemberment	Sum amount \$10,000 loss of both hands, feet or total sight Sum amount \$5,000 loss of one hand, one foot or one eye	
Evacuation & Repatriation		
Emergency Medical Evacuation and Medical Repatriation	Combined Maximum Benefit \$50,000	
Repatriation of Mortal Remains	Maximum Benefit \$25,000	

We highly recommend that you use an In-Network Physician and In-Network Facility because you can anticipate your health care costs. Contact a ConciergeCare counselor at the number on the back of your ID Card to assist you in locating an In-Network Physician and In-Network Facility.

Your college or university may require you to receive certain immunizations and testing in order to attend classes at your educational institution. Additional tests may be mandated by your educational institution depending on the country you are arriving from.

- The following immunizations and vaccines are covered: Diphtheria, Hepatitis A, Hepatitis B, Herpes Zoster, Human Papillomavirus (HPV), Influenza (flu shot), Measles, Meningococcal, Mumps, Pertussis, Pneumococcal, Rubella, Tetanus, Varicella (Chickenpox), COVID-19, and any other immunization that is required by the educational institution. *Immunizations and vaccinations must be obtained at an EHIM In-Network pharmacy.*
- Tuberculosis testing will be covered as required by your educational institution which includes, but is not limited to, Tuberculosis skin test (PPD or TST), Tuberculosis blood test (T-spot or QuantiFERON-Gold). We will also cover a chest xray if your educational institution requires it. This benefit is provided for the Policyholder only and must be performed in an independent free-standing laboratory.

# **Wellness and Preventive Services**

**Preventive care** includes health services like screenings, check-ups, and patient counseling that are used to prevent lllnesses, disease, and other health problems, or to detect illness at an early stage when treatment is likely to work best. Getting recommended preventive services and making healthy lifestyle choices are key steps to good health and well-being.

#### Adult Wellness Visit and Preventive Services

- Your Physician will measure your height, weight, take your blood pressure and take other routine measurements; review your medical and family history; assess your risk factors for preventable diseases; check vital signs; perform head and neck exam, lung exam, abdominal exam and look for signs of cognitive impairment; test your reflexes; review your health risk assessment questionnaire; update your list of providers and prescriptions; and set up a screening schedule for appropriate preventive services
  - Preventive screenings that are covered are: Papanicolaou (PAP) screening (1 per year)
  - Mammogram 1 per year (eligible age: 40 years and over)
  - PSA screening test 1 per year (eligible age: 50 years and over)

#### Well childcare visits

Covered Services are: periodic age specific physical examinations and developmental assessments; office visit; health history; hearing examinations; age related diagnostic tests (*up to 12 months only*); vaccination and immunization necessary for prevention; and track growth and development in accordance with pediatric guidelines

# **Services That Require Hospitalization**

#### **Pre-admission testing**

Pre-admission testing must be performed 3-5 days in advance of an Inpatient Hospitalization or Surgery in a Physician's office or at an In-Network independent free standing lab under the order of the admitting Physician.

#### Hospitalization

Hospital Room and Board, special diets and general nursing care. The use of a private room will be paid at the allowable semiprivate maximum daily rate. All charges in excess of the allowable semi-private maximum daily rate will be the responsibility of the Insured Person. All Treatment must be Medically Necessary. The facility must be an accredited Hospital where the Insured Person is being treated. The Hospital must be operated under constant medical management, have suitable diagnostic and therapeutic facilities and keep complete medical records. Services resulting from Self-Inflicted Illnesses or Injuries, suicide or attempted suicide are a covered benefit under this Policy.

**Not Covered:** This Policy does not cover deluxe rooms, executive rooms and suites or any other patient convenience items. Personal comfort and convenience items including, but not limited to, all non-medical consumables and catering, television, movies, or media related expenses, housekeeping services, guest meals and accommodations, special diets, telephone charges, take home Supplies or Services for the purpose of receiving non-acute, long term custodial care, respite care, chronic maintenance care or assistance with Activities of Daily Living.

#### Intensive care unit/telemetry/surgical intensive care/medical intensive care/trauma/pediatric intensive care

An intensive care unit will be utilized, if it is the most appropriate place for the Insured Person to be treated, the care provided is an essential part of the Insured Person's Treatment, and the care provided is routinely required by patients suffering from the same type of Illness or Injury or receiving the same type of Treatment. The Hospital is responsible for providing updated medical records with the progress of the Insured Person and any further Treatment plans in order to confirm the Eligibility of coverage based on Medical Necessity.

**Not Covered:** Treatments not Medically Necessary, Inpatient stay in the Hospital for an inappropriate period of time and when the Treatment received is not provided by a Physician or Specialist.

#### Inpatient Treatment for mental illness

Treatment must be provided in an accredited Psychiatric unit of a Hospital and must be under the direct control of a Psychiatric Physician. We will only cover the costs of Inpatient psychotherapy if the Treatment is provided by a Psychiatric Physician, psychotherapist or other specialist with appropriate qualifications in the field of psychiatry, psychotherapy or psychoanalysis (subject to the Inpatient Physician/Specialist Visits benefit). Services resulting from Self-Inflicted Illnesses or Injuries, suicide or attempted suicide are a covered benefit under this Policy.

**Not covered:** (i) Services for education or job training whether or not given in a Facility that also provides medical or Psychiatric Treatment; (ii) hyperkinetic syndromes; (iii) Inpatient (overnight) mental health Services received in a residential treatment facility; or (iv) Services for, or in connection with marriage, family, child, career, social adjustment or addictive behavioral, pastoral, gender dysphoria or financial counseling.

#### Emergency medical services in an emergency room

When your symptoms are severe and your health is in jeopardy, causing loss of life, limb or death, Medical Emergency Services are covered when such Services meet the definition of Medical Emergency Services.

**Not covered:** use of an emergency room in the Hospital for follow-up care, routine care, or a non-emergency service. Our medical advisors will evaluate the medical records and a determination will be made based on Medical Necessity if care should have been sought at a Convenience Care/Urgent Care Clinic in lieu of an emergency room in the Hospital.

#### Inpatient Physician, Osteopath and Specialist services

Inpatient Physician visits are limited to one (1) per day per specialty and must be Medically Necessary. Visits in excess of this amount will become the Insured Person's responsibility. Visits that are part of normal preoperative and postoperative care are covered under the Inpatient Surgeon Fees category set forth below and the Insured Person will not pay separate charges for such care.

# **Services That Require Hospitalization**

#### **Inpatient Ancillary Hospital Services**

If Medically Necessary for the Diagnosis and Treatment of the Illness or Injury for which an Insured Person is hospitalized, the following Services are covered:

- Use of the operating room and recovery room.
- All medicines administered while you are an Inpatient.
- Blood transfusions, blood plasma, blood plasma expanders, and all related testing, components, equipment and Services.
- Medical and Surgical Supplies and Dressings.
- · Respiratory therapy rendered by a Physician or registered respiratory therapist.
- Advanced diagnostic services (e.g., MRI, CT scans, nuclear imaging). All diagnostic Treatment must be Medically Necessary for the Treatment of an Injury or Illness.
- Routine x-ray and lab tests. Services must be Medically Necessary for the Treatment or Diagnosis of an Injury or Illness.

#### **Inpatient Oncology Treatment**

Includes diagnostic tests, oncologist fees, Surgery, radiation therapy and chemotherapy alone or in combination from the point of Diagnosis. Radiation therapy must be rendered by a radiologist for proven malignancy or neoplastic diseases. Chemotherapy must be rendered by a Physician or Nurse under the direction of a Physician. Prescription Medication for Cancer Treatments which have approved efficacy and market distribution will be covered subject to the Maximum Benefit amounts for Oncology Treatment.

#### Inpatient Reconstructive surgery

As a result of a medical condition, Illness, Injury or Accident which first occurred while the Insured Person is covered under this Policy e.g., breast reconstruction or other bodily reconstruction due to trauma, infection, tumors or disease that will improve function and ability. Reconstructive Surgery must be Medically Necessary and performed within twelve (12) months from the date of the Illness, Injury or Accident and is subject to the Maximum Benefit amounts for Inpatient Reconstructive surgery.

**Not Covered:** (i) Reconstructive surgery as a result of an Accident which did not first occur while covered under this Policy or not performed within the timeframe as specified under the terms and conditions of this Policy; or (ii) Dental reconstructive surgery, microsurgery, replantation and plastic surgery.

#### **Inpatient Surgical procedures**

Surgeries that are deemed Medically Necessary. However, certain expenses will not be covered due to the following:

- 1. When multiple Surgeries are performed in addition to the primary Surgery, on the same or different areas of the body, during the same operative session, our payment will be based on 50% of the Allowable Charges for any secondary Surgery performed and is subject to the Cost Share amount (if any). This limitation applies to all bilateral Procedures and all Surgery Procedures performed on the same date of service.
- 2. Payment for incidental Surgery Procedures is limited to the Allowable Charges for the primary Procedure, and there is no additional payment for any incidental Surgical Procedure. An "incidental Surgical Procedure" includes Surgery where one, or more than one, Surgery is performed through the same incision or operative approach as the primary Surgery, which, in our opinion, is not clearly identified and/or does not add significant time or complexity to the Surgical session. For example, the removal of a normal appendix performed in conjunction with a Medically Necessary hysterectomy is an incidental Surgical Procedure (there is no payment for the removal of the normal appendix in this example).

#### Inpatient Surgeon Fees, Assistant Surgeon Fees and Anesthesiologist

Surgeon's fees for Medically Necessary Treatments related to an Injury or Illness which are charged by the main surgeon that performed the Surgical procedure. Some complex medical procedures may require an assistant surgeon or co-surgeon performing services. This applies only to procedures for which an assistant surgeon or co-surgeon is indicated by Medical Necessity and in accordance with evidence-based medicine. Claims in the United States will be paid based on AMA guidelines for assistant surgeons and surgery reimbursements. International Claims will be paid based on UCR. Benefits are also provided for the Services of an Anesthesiologist, other than the operating Surgeon or Assistant Surgeon, who administers anesthesia for a covered Surgical Procedure.

#### **Emergency Ground Ambulance**

Limited to a one-way trip when responding to a medical emergency where other means of transportation will endanger the patient's life or special medical equipment must be used en route to the closest medical facility available to provide the required level of care that results in an inpatient admission. Emergency ground ambulance transportation must be Medically Necessary. The use of ambulance Services for the convenience of an Insured Person, which are not Medically Necessary, will not be considered a Covered Service.

# **Outpatient Care**

It is indicated that the services below be performed in an In-Network Physician's office or in an In-Network free-standing independent facility to maximize your benefit, reduce your costs and avoid Site of Service Differential costs.

#### Urgent care clinic / facility

Services for non-critical but urgent care needs. You will be able to reduce your expenses and, in many cases, your wait time for care by using a Convenience Care Clinic. All Convenience Care Clinics maintain extended weekday and weekend hours and treat non-Emergency conditions such as:

- Animal bites
- Cuts, scrapes and minor wounds
- Minor burns
- Minor eye irritations or infections
- Rash, poison ivy, or allergies
- · Sprains, strains, dislocations and minor fractures

#### Outpatient ambulatory surgical facility & surgical care

Surgeries that are deemed Medically Necessary. This benefit covers use of the operating room and recovery room, all Providers fees, surgical procedures, prescribed drugs, and Surgical Supplies and dressings, MRI, PET and CT scans, X-rays, pathology and other diagnostic tests and Procedures related to the surgery. However, certain expenses will not be covered due to the following:

- 1. When multiple Surgeries are performed in addition to the primary Surgery, on the same or different areas of the body, during the same operative session, our payment will be based on 50% of the Allowable Charges for any secondary Surgery performed and is subject to the Cost Share amount (if any). This limitation applies to all bilateral Procedures and all Surgery Procedures performed on the same date of service.
- 2. Payment for incidental Surgery Procedures is limited to the Allowable Charges for the primary Procedure, and there is no additional payment for any incidental Surgical Procedure. An "incidental Surgical Procedure" includes Surgery where one, or more than one, Surgery is performed through the same incision or operative approach as the primary Surgery, which, in our opinion, is not clearly identified and/or does not add significant time or complexity to the Surgical session. For example, the removal of a normal appendix performed in conjunction with a Medically Necessary hysterectomy is an incidental Surgical Procedure (there is no payment for the removal of the normal appendix in this example).
- 3. Surgeon's fees for Medically Necessary Treatments related to Injury or Illness will be covered.
- 4. Some complex medical procedures may require an assistant surgeon or co-surgeon performing services. This applies only to procedures for which an assistant surgeon or co-surgeon is indicated by Medical Necessity and in accordance with evidence-based medicine. Claims in the United States will be paid based on AMA guidelines for assistant surgeons and surgery reimbursements. International Claims will be paid based on UCR.
- 5. Benefits are also provided for the Services of an Anesthesiologist, other than the operating Surgeon or Assistant Surgeon, who administers anesthesia for a covered Surgical Procedure.

**Not covered:** Reconstructive Surgery. All ambulatory Services must be performed in a free-standing independent Ambulatory Surgical Center. If ambulatory Services are not performed in a free-standing independent facility a Site of Service Differential cost will apply.

#### **Routine X-rays and Laboratory tests**

These Services (other than laboratory tests) should be performed in an In-Network Physician's office or in an In-Network freestanding facility and must be Medically Necessary for the Treatment or Diagnosis of an Injury or Illness. Our In-Network free standing facilities are conveniently located. For laboratory tests, use an independent free-standing laboratory. When Services are not performed as indicated, a Site of Service Differential cost will apply.

#### Advanced diagnostic imaging and interventional radiology services

These Services should be performed in an In-Network free-standing facility, e.g., MRI, CT scans, PET scans, MRA, endoscopies, biopsies. All Treatment must be Medically Necessary for the Treatment of an Injury or Illness. Our In-Network free standing facilities are conveniently located. When these Services are not performed as indicated, a Site of Service Differential cost will apply.

# **Outpatient Care**

It is indicated that the services below be performed in an In-Network Physician's office or in an In-Network free-standing independent facility to maximize your benefit, reduce your costs and avoid Site of Service Differential costs.

#### **Outpatient physical therapy**

Physical Therapy Services is covered for the purpose of aiding in the restoration of normal physical function lost due to a covered Injury or Illness or to acquire or attain an age appropriate bodily function necessary to participate in Activities of Daily Living. Physical Therapy Services require a Physician's Treatment plan which must include the frequencies and duration of such therapy. Services must be rendered by a Physician or registered physical therapist, be Medically Necessary and relate specifically to the Physician's written Treatment plan, containing long term and short term goals. Physical therapy must produce significant improvement in the Insured Person's condition in a reasonable and predictable period of time for the Services to be eligible for payment. Physical therapy must have a level of complexity and sophistication that the required therapy can safely and effectively be performed by the patient in order to obtain maximum results.

Your Policy will cover interventions/modalities/therapeutic procedures (therapeutic modalities) per visit as long as the therapeutic modalities are consistent with the Insured Person's plan of Treatment for the same Condition. More than one (1) therapeutic modality may be billed as long it is identifiable by the type of Treatment and consistent with the Treatment plan. The therapeutic modalities must be electrical, thermal or mechanical energy that causes physiological changes, and a therapist must provide direct, one-on-one therapy for at least eight minutes to receive reimbursement for one unit of a time-based treatment code.

Not covered: maintenance therapy

#### **Outpatient Oncology Treatment**

Includes diagnostic tests, oncologist fees, Surgery, radiation therapy and chemotherapy alone or in combination from the point of Diagnosis. Radiation therapy must be rendered by a radiologist for proven malignancy or neoplastic diseases. Chemotherapy must be rendered by a Physician or Nurse under the direction of a Physician. Prescription Medication for Cancer Treatments which have approved efficacy and market distribution will be covered subject to the Maximum Benefit amounts for Oncology Treatment.

#### **Outpatient Reconstructive surgery**

As a result of a medical condition, Illness, Injury or Accident which first occurred while the Insured Person is covered under this Policy e.g., breast reconstruction or other bodily reconstruction due to trauma, infection, tumors or disease that will improve function and ability. Reconstructive Surgery must be performed within twelve (12) months from the date of the Illness, Injury or Accident and subject to the Maximum Benefit amounts for Outpatient Reconstructive Treatment.

**Not covered**: (i) Reconstructive surgery as a result of an Accident which did not first occur while covered under this Policy or not performed within the timeframe as specified under the terms and conditions of this Policy; or (ii) dental reconstructive surgery, microsurgery, replantation and plastic surgery.

#### **Diabetic Medical Supplies**

The Diabetic Medical Supplies provided under this Policy are lancets and test strips which will be covered through the EHIM In-Network Pharmacy.

#### **Emergency Dental Treatment**

Dental care Services are limited to an Accidental Injury of sound, natural teeth sustained while covered under this Policy. The Treatment must be received within 72 hours of the Emergency event (Accidental Injury does not include damage to teeth Incurred while chewing food or foreign objects) and you must provide proof of the Accident through a medical or police report.

Not covered: follow-up dental Treatment, dental Surgery, dental prostheses, orthodontics or periodontics.

# **Physician Services**

It is indicated that the services below be performed in an In-Network Physician's office or in an In-Network free-standing independent facility to maximize your benefit, reduce your costs and avoid Site of Service Differential costs.

#### Telemedicine consultations and visits

Access to a doctor anytime; receive quality care via phone, video or mobile application. By using telemedicine, your Cost Share amount is less than if you visit an Emergency Room or Urgent Care Facility. A telemedicine Physician will only provide consultations, if medically appropriate, for the following illnesses: cold & flu symptoms, allergies, pink eye, respiratory infection, sinus problems and skin problems.

#### Primary care visit

One (1) visit per day per specialty (either in person or via e-health, if medically appropriate) for Treatment of an Injury or Illness. Includes physicians, osteopaths, general or family practitioner and gynecologist when designated as the primary care physician (who provides the first contact for an individual with an undiagnosed health issue). All Services conducted at a Physician's or Osteopath's office and billed as an office setting or Outpatient visit setting.

#### Specialist visit

One (1) visit per day per specialty (either in person or via e-health, if medically appropriate) for Treatment of an Injury or Illness. All Services conducted at a Physician's or Osteopath's office and billed as an office setting or Outpatient visit setting. Services must be medically indicated when your medical condition or diagnosis requires that you are treated by a physician with specific training for your condition or diagnosis.

#### Outpatient Physician/Psychologist/Psychotherapist mental illness visit

Coverage is based on Medical Necessity. Visits and Treatment (either in person or via e-health) must be provided by a licensed practitioner with a master's degree or higher (i.e., Psychologist, psychotherapist, Psychiatric Physician or other Specialist with appropriate qualifications in the field of psychiatry, psychotherapy or psychoanalysis). When medically indicated, the Psychologist, psychotherapist or other Specialist must refer the Insured Person to a Physician for appropriate prescribed medications if indicated. Services resulting from Self-Inflicted Illnesses or Injuries, suicide or attempted suicide are a covered benefit under this Policy.

**Not covered:** (i) Services for education or job training whether or not given in a Facility that also provides medical or Psychiatric Treatment; (ii) hyperkinetic syndromes; (iii) Inpatient (overnight) mental health Services received in a residential treatment facility; or (iv) Services for, or in connection with marriage, family, child, career, social adjustment or addictive behavioral, pastoral, gender dysphoria or financial counseling.

### **Prescription Drug Benefits**

In the United States, coverage is provided for Outpatient Prescription Drugs and Supplies listed in our Medication Guide when dispensed by a participating pharmacy in the network of our Pharmacy Benefit Manager (PBM). This Policy covers Generic and certain Brand medications. Generic will always be dispensed under this benefit. Certain Brand medications will only be dispensed when the following requirements are met: (a) be Medically Necessary; (b) requested when Generic is not available; and (c) specifically ordered by a Physician in place of the Generic medication. If the Generic medication is available or exists, this Policy will pay for Brand medication up to the equivalent cost of the Generic medication. The use of biosimilars (the preferred therapy based on step therapy requirements) must be exhausted first before a Brand medication is prescribed. In certain circumstances, Pre-Authorization may be required. The Medication Guide is subject to change at any time. The most up-to-date information about modifications to the medications listed in the Medication Guide can be found by contacting your ConciergeCare Counselor.

#### **Covered Prescription Drugs & Supplies**

A Prescription Drug is covered only if it is:

- 1. Prescribed by a Physician or other health care professional (except a pharmacist) acting within the scope of his or her license;
- 2. Dispensed by a pharmacist acting within the scope of his or her license;
- 3. Medically Necessary;
- 4. A Prescription Drug contained in an anaphylactic kit, such as Epinephrin;
- 5. Authorized for coverage by us, if prior coverage authorization is required as indicated with a unique identifier in the Medication Guide, then in effect;
- 6. Not specifically or generally limited or excluded as stated in this Policy; and
- 7. Approved by the applicable regulatory body in the United States, the FDA and assigned a National Drug Code.

A Supply is covered under this section only if it is:

- 1. A covered Prescription Supply;
- 2. Prescribed by a Physician or other health care professional (except a pharmacist) acting within the scope of his or her license;
- 3. Medically Necessary; and
- 4. Not specifically or generally limited or excluded as stated in this Policy.

**Note**: certain generic oral contraceptives (30-day supply) or an implantable (one per lifetime) will only be covered when using the In-Network Medication Program and purchased through an EHIM contracted pharmacy.

Not Covered: (i) any Prescription Drug filled in excess of the quantity limit or day supply limit covered by this Policy; (ii) any Prescription Drug refilled in excess of the number specified by the Physician, or any refill dispensed after one (1) year from the Physician's original order; (iii) Compounded Prescription Drugs that do not contain at least one (1) ingredient that has been approved by the FDA and requires a prescription for refill; (iv) Compounded Prescription Drugs that are available as a similar commercially available Prescription Drug; (v) any product for which the primary use is a source of nutrition or dietary management of disease, even when used for the Treatment of an Illness or Injury; (vi) vitamins, minerals, herbs, supplements, aspirin, cold remedies, special infant formula, and any other over the counter medicine or medical Supply even if medically recommended, prescribed or acknowledged as having therapeutic effects; (vii) medication which is to be taken by or administered to an individual, in whole or in part, while he/she is a patient in a licensed Hospital, rest home, sanitarium, Extended Care Facility, convalescent Hospital, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a Facility for dispensing pharmaceuticals; (viii) Prescription Drugs refilled before 85% of the previous filling has been used; (ix) Prescription Drug scripts or orders that are forged or otherwise wrongfully obtained; (x) growth hormones; (xi) hormone therapy Treatment; (xii) contraceptive intrauterine device, diaphragm, ring and injectable (only generic oral contraceptives for a 28 or 30-day supply and one implantable per lifetime are covered under this Policy); (xiii) smoking cessation medications; (xiv) retinoids such as Retin-A and their generic or therapeutic equivalents; (xv) certain Prescription Drugs and Supplies that require prior authorization in order to be covered; or (xvi) Specialty Drugs.

# **Maternity Care and Birth Benefits**

#### Maternity care

This benefit provides coverage for costs associated with well mom and well-baby (both go home on the same day), for a normal delivery, Cesarean section (*Medically Necessary*), Complications of Pregnancy, including, but not limited to, Hospital, professional and nursery fees for mother and newborn (as applicable), obstetrician fees or midwife fees, routine childbirth, prenatal and postnatal care. Complete medical records must be provided to the Plan Administrator in order to confirm Eligibility for this benefit. Benefits for Maternity Care shall include the Services of a certified Nurse-midwife under qualified medical direction; however, we will not pay for duplicative routine Services actually provided by both a certified Nurse-midwife and a Physician. Routine maternity stay is two (2) days for a vaginal delivery and four (4) days for a Cesarean section. This does not prohibit the mother's or newborn's attending Physician, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours if applicable). Your Provider is required to obtain authorization for prescribing an Inpatient Hospital stay that exceeds 48 hours (or 96 hours). The Hospital is required to file one claim which combines the baby's charges with the mother's charges.

#### Limitations:

- 1. Policyholder and Dependent spouse (if applicable), may not be pregnant at the time of enrollment and pregnancy must occur after the first ten (10) months of the Policy Effective Date unless the same coverage under the same plan with WellAway was maintained within at least 63 days prior to the Effective Date of this Policy. No coverage will be provided for the Policyholder or Dependent spouse, as applicable, for any Treatment or Services related to pregnancy, or any Complications of Pregnancy, including delivery which arise during the first ten (10) months of the Policy Period unless the Policyholder or Dependent spouse, as applicable, maintained the same coverage under the same plan with WellAway within at least 63 days prior to the Effective Date of this Policy.
- 2. Complications of Pregnancy covers the mother only and will be denied if the mother does not obtain the appropriate and recommended pre-natal care as directed by her medical provider.
- 3. This benefit is subject to Pre-Authorization and notification within 30 days of pregnancy confirmation. The Plan Administrator will determine coverage upon receipt of the Pre-Authorization request.
- 4. This benefit is also subject to the timely filing clause stated in the terms and conditions.
- 5. Eligible charges related to Hospital nursery and professional Services for the newborn must be combined with the mother's bill (UB92) and submitted as one claim.

**Not Covered:** (i) elective C-sections; (ii) pregnancies arising out of fertility Treatment (such as IVF), assisted conception, any pre-birth or in-utero Procedures and any Complications of Pregnancy arising directly or indirectly therefrom; (iii) pregnancy of a Dependent daughter; (iv) post-natal classes following birth to deal with the physical effects on the body of being pregnant and giving birth; (v) the cost or refund of Treatments relating to surrogacy, whether you are acting as a surrogate or are the intended parent; (vi) circumcision; and (vii) any Services, Procedures, Treatments or Surgeries related to non-healthy newborn infant care, Congenital Conditions in a newborn, Habilitative Services for the Treatment of Congenital Conditions or Genetic birth defects whether or not associated with a covered pregnancy.

#### **Durable medical equipment**

Therapeutic aids, appliances or other equipment that help you to complete your daily activity and can withstand repeated use. The following criteria must be met:

- 1. Prescribed by a Physician;
- 2. Customarily and generally useful to a person only during an Illness or Injury; and
- 3. Determined by us to be Medically Necessary.

The therapeutic aids and appliances that will be covered are: orthopedic braces for the arm, neck, leg and back; bandages; trusses; walking aids; compression stockings; corrective splints; plaster shells for lying and sitting. We will only cover the therapeutic aids and appliances as follows: wheelchairs, cardiac and respiratory monitors, infusion pumps, inhalation devices, oxygen devices, monitors for newborn babies, and speaking aids (electronic larynx). If the device or appliance is not listed above, it does not qualify as therapeutic aids and appliances and will not be covered. The covered amount is based on the Usual, Customary and Reasonable Charges for the DME, which meets the Insured Person's basic medical needs. The Allowable Purchase Price of the DME must not exceed the rental fees and Insurer will determine, in its sole discretion, if the DME is purchased or rented.

**Not Covered:** motor driven wheelchairs; beds; additional wheels; comfort items such as telephone arms and over bed tables; items used to alter air quality or temperature such as air conditioners, humidifiers, dehumidifiers, and purifiers (air cleaners); disposable Supplies; exercycles; sun or heat lamps; heating pads; bidets; toilet seats; bathtub seats; sauna baths; elevators; whirlpool baths; exercise equipment or similar items; or the cost of instructions for the use and care of any such durable medical devices. The customizing of any vehicle, bathroom facility, or residential facility is also excluded.

# Worldwide Coverage

# (outside the United States)

If the Policyholder travels during a college/university scheduled winter, spring or summer break outside the United States, this Policy will provide worldwide coverage for a maximum duration of thirty (30) days; provided, (i) the Policyholder must provide documentation that the absence from the United States has been approved by his/her sponsor; and (ii) the Policyholder's covered Dependent(s), if any, must travel with the Policyholder and shall not remain in the United States if the Policyholder is absent.

Services provided outside the United States (*excluding the Home Country and Restricted Areas*), are covered per Insured Person for those Services stated in the section titled "What Your Plan Covers." All Services must be Medically Necessary and all benefits are subject to Usual, Customary and Reasonable Charges. Your Deductible, Copayment and Coinsurance (Cost Share) amounts will be the same as your In-Network Cost Share amounts in the United States for the Insured Person and Family, if applicable. We will reimburse you 80% of Usual, Customary and Reasonable Charges for covered Outpatient Prescription Medication. You will have a separate Out-of-Pocket Maximum for the Insured Person and Family, if applicable, which will be the same as the In-Network Out-of-Pocket maximum. We will attempt at all times to settle the costs directly with a Provider; however, it is in the Provider's discretion to accept direct payment from us. In the event a direct settlement is not accepted by the Provider, the Insured Person must settle the invoices in full directly with the Provider. The Insured Person may submit the invoices for reimbursement; provided, however, reimbursement will be in the amount of the Usual, Customary and Reasonable Charges for such Services. All reimbursement requests must be done in accordance with this Policy.

#### Accidental death

Benefits may be paid if the Policyholder sustains an Accidental death during the Policy Period. The death of the Policyholder must occur within ninety (90) days from the date of the covered Accident. Compensation for the Accidental death of the Policyholder will be paid to the Policyholder's natural parents or to the legal heirs. This benefit will not be paid if the Policyholder's cause of death is expressly excluded as set forth in the Exclusions and Limitations section of the Policy. In the case of death related to a covered Illness, only Repatriation of Remains will be covered.

**Not covered**: an Accidental death resulting from Self-Inflicted Illnesses or Injuries, suicide or attempted suicide, while sane or insane or arising out of, contributed to, caused by, resulting from, or in connection with, directly or indirectly, self-exposure to peril or bodily Injury; or resulting from alcohol or illegal drug abuse or other addiction, or any drugs or medicines that are not taken in the dosage or for the purpose prescribed.

#### Dismemberment

In the event of a Policyholder's dismemberment resulting from an Accidental Injury (not Illness), the Policyholder may be eligible for a covered loss. The Policyholder must receive initial Treatment or Services within thirty (30) days from the date of the Accident. If the Policyholder sustains more than one loss of a member (hand, foot or eye) from the same Accident, the Policyholder will only receive the Maximum Benefit amount for one member. The Policyholder will not be entitled to the benefit amount multiplied by each loss of a member for the same Accident. If a Third Party is responsible for the Accident leading to the dismemberment, the Insurer will exercise any and all of its rights of subrogation. This benefit will not be paid if the Policyholder's cause of dismemberment if expressly excluded as set forth in the Exclusions and Limitations section of the Policy or if the dismemberment is the result of an Illness.

For purposes of this benefit:

- Loss of a hand or foot must be the complete severance through or above the wrist or ankle joint. Severance means the complete separation and dismemberment of the part from the body.
- Loss of use of a hand or foot must be the total loss of all ability to move the hand or foot, within 365 days of an Accident, which continues for 6 months and is expected to continue for the remainder of the Policyholder's lifetime.
- Loss of sight must be the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Not covered**: dismemberment resulting from Self-Inflicted Illnesses or Injuries, suicide or attempted suicide, while sane or insane or arising out of, contributed to, caused by, resulting from, or in connection with, directly or indirectly, self-exposure to peril or bodily Injury; or resulting from alcohol or illegal drug abuse or other addiction, or any drugs or medicines that are not taken in the dosage or for the purpose prescribed.

#### **Emergency medical evacuation**

In the event of a life threatening Emergency, when appropriate Treatment is not available locally or if the Insured Person is required to be transferred to the closest medical Facility capable of providing the required care by ambulance, helicopter or airplane. The Emergency Medical Transportation, which should be requested by the treating physician (along with a fit-to-fly certificate), will be carried out in the most economical way with regard to the medical condition. In the event of such Emergency, the Plan Administrator reserves the right to determine the medical Facility to which the Insured Person shall be transported and the means of transportation. If the Insured Person chooses not to be treated at the Facility and location arranged by the Plan Administrator, the transportation expenses shall be the responsibility of the Policyholder or Insured Person. Should Treatment be available locally, but the Insured Person chooses to be treated elsewhere, transportation expenses shall be the responsibility of the Insured Person.

- 1. This benefit is subject to Pre-Authorization by Plan Administrator in conjunction with our medical advisors. Failure to obtain Pre-Authorization will result in denial of the claim.
- 2. The Insured Person must contact the Plan Administrator at the first indication that Emergency Medical Transportation is required. From this point onward, the Plan Administrator will organize and coordinate all stages of the transportation until the Insured Person is safely received into care at his/her destination. In the event that transportation Services are not organized by the Plan Administrator, all costs incurred will not be covered.
- 3. Insurer and its agents accept no liability in the event that such endeavors were unsuccessful or in the event that contaminated blood or equipment is used by the treating Facility.

**Not Covered:** (i) any and all Services, accommodation fees, travel tickets, taxis or any other transportation costs which is not provided under this benefit and which has not been Pre-Authorized in writing by the Plan Administrator; or (ii) any expenses relating to search and rescue operations to find an Insured Person in mountains, at sea, from a cruise ship, in the desert, in the jungle or similar remote locations including air/sea rescue charges for evacuation to shore from a vessel or from the sea.

#### **Medical Repatriation**

An Insured Person who suffers an Illness or Injury and is no longer able to carry out his/her daily activities, including, but not limited to, attending class in person, will be repatriated back to his/her Home Country for Services and any Rehabilitation. The Plan Administrator will coordinate the Repatriation of the Insured Person back to his/her Home Country until the Insured Person is safely in his/her Home Country. Upon advice of WellAway and the Attending Medical Doctor, the Insured Person will be repatriated at the Insurance Company's sole discretion to the Insured Person's Home Country. In such case, any Services, Treatment or Procedures will be delayed until the Insured Person returns to his/her Home Country. Refusal to accept repatriation when medically stabilized will result in the denial of further medical coverage and benefits and any charges will be the Insured Person's responsibility. WellAway will coordinate the repatriation of the Insured Person back to his/her Home Country. The benefits payable will be the cost of a one-way economy airfare ticket. In the event that transportation Services are not organized by the Plan Administrator, all costs incurred will not be covered.

#### **Repatriation of mortal remains**

In the event of death from an Accident or Injury, outside his/her Home Country, we will provide coverage for:

- The cost of transportation of the body or ashes of an Insured Person to his/her Home Country, including all necessary documentation; or
- The cost of sending the urn to the Home Country.

Limitations: This benefit is subject to the following limitations:

- 1. Coverage is limited to expenses for embalming, a container legally appropriate for transportation, shipping costs and necessary government authorizations.
- 2. Funeral costs are not covered.
- 3. This benefit is subject to Pre-Authorization by the Plan Administrator.
- 4. The original death certificate must be provided along with copies of any payment of cremation Services of the Insured Person when a request for Reimbursement is made.

**Not covered:** fees for return of personal effects, religious or secular memorial services, clergymen, flowers, music, announcements, guest expenses and similar personal burial preferences. No coverage will be provided under this benefit if the Insured Person, at the time of death, is located: (i) in his/her Home Country; or (ii) in a Restricted Area.

# **Exclusions and Limitations**

The Exclusions and limitations set forth in this section are in addition to any that are specified in the section titled "What Your Plan Covers." We will not pay for any of the Services, Treatments, Procedures, Prescription Medications or Supplies described in this section, even when recommended or prescribed by a Physician, court ordered, or in the event it is the only available Treatment for your condition. We will not cover any Services, Treatments, Procedures, Prescription Medications/Drugs or Supplies:

#### 1. General Exclusions:

- (i) not specifically listed in this Policy as covered.
- (ii) for any complications directly caused by an Illness, Injury or Procedure for which we exclude or limit coverage.
- (iii) for Professional Services received from a person who lives in the Insured Person's home or who is related to the Insured Person by blood, marriage or adoption including, guardian, domestic partner or non-marital partner or at a Facility owned partially or completely by the aforementioned persons.
- (iv) where Treatment or Advice of a medical condition, whether related or not, was a result of self-treatment or auto therapy (self-administered).
- (v) for Injuries or Illnesses caused by, contributed to or resulting from the Insured Person's use of alcohol, illegal drugs, or any drugs or medicines that are not taken in the dosage or for the purposed prescribed by the Insured Person's Physician.
- (vi) that arise from, are related to or associated with specific medical Advice which has been disregarded (including travel where an Insured Person has traveled against medical Advice), any changes in Prescription Drugs, therapies or diet that are a result of a previously known condition that can affect degrade or alter the Insured Person's health, or any Services, Procedures or Treatment that is abandoned against medical advice.
- 2. Fertility and Infertility Treatments: (i) that promote conception including, but not limited to, fertility/infertility drugs, any Prescription Medications, or any complications directly or indirectly related thereto; or (ii) to prevent pregnancy (*other than certain contraceptives stated in the Outpatient Prescription Medications benefit*) or which is aimed at making a person unable to reproduce, including, but not limited to, vasectomies, sterilization, male contraception and any expenses for male or female reversal of sterilization.
- 3. Pre-Existing Conditions: Pre-Existing Conditions, a condition related to a Pre-Existing Condition, complications resulting from a Pre-Existing Condition, directly or indirectly, or any complications due to lack of Treatment of a Pre-Existing Condition
- 4. Sexual Dysfunction and Sex Change Services: (i) for sexual dysfunction, impotency or inadequacies, including sexual enhancement drugs; or (ii) hormone therapy to change the biological sexual characteristics to those of the opposite sex, implantation or sexual transformation.
- 5. HIV/AIDS/STDS: (i) related to HIV or any and all sexually transmitted diseases, or complications directly or indirectly related to the same, including circumcision; (ii) any associated diagnostic tests or charges for HIV infection, seropositivity to the AIDS virus, AIDS related Illness(es), ARC Syndrome, AIDS, and all diseases caused by and/or related to HIV or arising as complications from these conditions including, but not limited to the cost of testing for these conditions and/or charges for drug Treatment(s) or surgeries; or (iii) voluntary HIV screening.
- 6. Dental, Vision and Hearing Care (adult and children): (i) dental, orthodontic or dental cosmetic Services, Treatments or Procedures unless covered under the Emergency Dental Treatment or Palliative Dental Treatment benefits in What Your Plan Covers (ii) temporomandibular malocclusion joint disorders; (iii) routine eye examinations, eyeglasses, contact lenses, sunglasses, fitting of frames or contact lenses, or any vision correction surgery; or (iv) routine hearing examinations (except as covered under Well Childcare), hearing aids or devices, Surgical implantation of, or removal of bone anchored hearing devices, and cochlear implants.

- 7. Podiatric Care: routine foot care, including the paring and removing of corns, calluses, or other lesions, or trimming of nails, Treatment of hammer, claw and mallet toes, structural and functional Treatment of the feet, Treatment of weak/fallen arches, weak, strained or flat feet, bunions, any Symptomatic complaints of the feet, congenital foot disorders, or any foot Treatment resulting from an Illness or Injury. Orthopedic shoes, orthotic or other supportive devices or inserts of any kind, or any other preventative Services or Supplies are also excluded from coverage.
- 8. Genetic Testing and Screening: any genetic testing or screening including, but not limited to, BRCA1, BRCA2, cystic fibrosis, or genetic counseling, Treatment related to genetic medicine or linked to an inheritable disease, and preventative prophylactic surgeries recommended by genetic testing or screening.
- 9. Therapeutic Services: (i) Inpatient physical, speech, vocational or recreational therapy, vocational rehabilitation, or occupational therapy; (ii) Outpatient speech, vocational or recreational therapy, vocational rehabilitation, or occupational therapy; (iii) stays in a cure center, a bath center, a spa, a health resort or a recovery center, even if they are medically prescribed. This also includes thermal baths, saunas and any kind of wellness massages; or (iv) Rolfing; carbon dioxide therapy; aroma therapy; bio-electromagnetic therapy; magnetic therapy; vitamin therapy; nutritional consultations; naturopathic medicine; ayurvedic medicine; biofield therapies; energy medicines; color puncture; light therapy; hypnotherapy; reflexology; spiritual healing; Ti-chi; traditional oriental medicine; or chelation therapy. We do not recognize nutriments, tonics, mineral water, cosmetics, hygiene and body-care products and bath additives as Medically Necessary and these items are not covered.
- **10. Coverage Under Other Plans or Sources:** provided by or payment is available from: (i) workers' compensation law, occupational disease law or similar law concerning job related conditions; (ii) an Other Insurance Plan or governmental program; or (iii) under the direction of public authorities related to epidemics and pandemics.
- 11. Elective and Cosmetic Surgeries, Treatments and Procedures: (i) any elective and/or cosmetic Service, Surgery, Procedures, Treatments, technologies, Prescription Drugs, devices, items, products, and Supplies that are not Medically Necessary, whether or not due to a covered Injury or Illness or for psychological purposes, and that may only be provided for the purpose of improving, altering, enhancing, or genetically manipulated the quality of an existing condition; or (ii) any complications arising directly or indirectly therefrom.
- **12. Breast Reduction or Augmentation:** for breast reductions or augmentation, regardless of a Physician's recommendation of Medical Necessity, or any Treatment or complication related to or arising from breast implants, even if due to an Accident (except in connection with breast Reconstructive Surgery after a mastectomy).
- 13. Skin Conditions: acne, rosacea, skin tags, and any other Treatment to enhance the appearance of the skin.
- 14. Nasal Surgery: deviated septum, submucous resection and/or other surgical correction thereof, nasal and sinus Surgery except for Treatment of a covered Injury.
- **15. Weight Related Services:** weight reduction and the cost of all Surgical Procedures, Treatments, Supplies, Services or Prescription Medication for weight reduction, appetite suppression, dietary counseling, weight reduction programs, morbid or non-morbid obesity, medical fast diets, weight loss programs or complications arising directly or indirectly from the same.
- **16.** Sleep Studies and Disorders: sleep studies, investigations for insomnia, sleeping disorders, and other Treatments relating to sleep apnea, jet lag, fatigue, or stress or any related conditions.
- **17. Illegal Activities:** Injuries and Illnesses resulting, arising from or occurring during the commission or perpetration of a violation of law by an Insured Person.
- 18. Alcohol and Substance Abuse: (i) all Inpatient and Outpatient Services including diagnosis, counseling, and other medical Treatment related to alcohol or substance abuse; (ii) Treatment for any Injuries or Illnesses caused by, contributed to or resulting from the Insured Person's use of alcohol, illegal drugs, or any drugs or medicines that are not taken in the dosage or for the purpose prescribed by the Insured Person's Physician; (iii) any Injuries or Illnesses related to operating any type of vehicle or conveyance while under the influence of alcohol or any of the above listed substances including prescribed drugs for which the Insured Person was provided a written warning against operating a vehicle or conveyance while taking it.

- **19. Services for Administrative Purposes:** routine health check-ups, inoculations, immunizations, vaccines and or related tests, or Services if necessary for administrative purposes (e.g., determining insurability, employment, school or sport related physical examinations, travel etc.) other than as provided for under the Wellness and Preventive Services benefit.
- 20. Organ Transplants: Organ Transplants and related Procedures including, but not limited to: (i) expenses for the acquisition of an Organ including, but not limited to, donor searches, typing, harvesting, transportation and administration costs; (ii) supportive Services; (iii) all expenses of cryopreservation and the implantation of living cells on a deceased person or in conjunction with infertility or reproductive Treatments; (iv) Transplant that includes artificial mechanical equipment or artifacts designed to replace human organs; (v) any medication or therapeutic Treatments required to secure and maintain the health of the transplanted Organ; or (v) animal organs.
- **21. Alternative Medicine:** any Services including but not limited to acupuncture, acupressure, chiropractic, homeopathy, and Chinese herbs.
- 22. Allergy Testing and Treatment: any Services, Procedures or Treatments related to allergy testing and Treatment.
- 23. Home Health Care: any Services, Procedures or Treatments related to home nursing services or assistance with the activities of daily living and other home health care related Services.
- 24. Hospice: any Services, Procedures or Treatments related to palliative or supportive Services for a terminally ill Insured Person or other hospice related Services.
- 25. Long Term Care: Any costs Incurred for accommodation in conjunction with the need for long-term care and custody including, but not limited to: rest cures, Custodial Care, home-like care, assistance with Activities of Daily Living, milieu therapy for rest and/or observation, whether or not prescribed by a Physician, any Admission to a nursing home, home for the aged, long term care or Rehabilitation Facility, sanatorium, spa, hydro clinic or similar facilities that do not meet the Policy definition of a Hospital. Any Admission, arranged wholly or in-part for domestic reasons, where the Hospital effectively becomes or could be treated as the Insured Person's home or permanent abode.
- 26. Elective Abortion and Therapeutic Termination of Pregnancy: any Services, Procedures or Treatments related to an elective abortion, therapeutic termination of pregnancy, or any voluntary induced termination of pregnancy and any complications related thereto.
- 27. Non-healthy Newborn Infant Care, Congenital Conditions and Habilitative Services for the Treatment of Congenital or Genetic Birth Defects: any Services, Procedures, Treatments or Surgeries related to Non-healthy newborn infant care Services, Congenital Conditions in a newborn or Habilitative Services for the Treatment of Congenital, Genetic Birth Defects whether or not associated with a covered pregnancy.
- **28. Experimental and/or Investigational Services:** determined by Insurer to be Experimental and/or Investigational. The Plan Administrator's decision, whether a Prescription Drug or its use is "investigational" or "experimental" shall be binding.
- 29. Sports and Hazardous Activities: (i) participating in or providing instruction for Intercollegiate, Interscholastic, Club sports, Intramural or semi or Professional Sports or competitive sports, including cheerleading; traveling to or from such sports, contests or competition as a participant; or while participating in any practice or conditioning program for such sport, contest or competition; (ii) hazardous or extreme sports or activities, any deliberate exposure to exceptional danger, or any sport that requires a higher degree of knowledge or training including, but not limited to, bungee jumping; sky diving; skiing (off groomed trails), snowboarding (off groomed trails); mountain climbing (with or without the use of ropes); diving to depths greater than 15 meters/50 feet (*certification by the Professional Association of Diving Instructors (PADI) or the National Association of Underwater Instructors (NAUI) required*); flying within 24 hours of a diving activity; whitewater rafting (level 3 and higher); motorsport activities including racing or contests; hang-gliding; paragliding; parachuting; racing by any animal, spelunking, parasailing, or flight in any kind of aircraft either as a pilot in command, student pilot, sport flying or the business or trade of flying (except while traveling as a passenger in a fully-licensed passenger carrying aircraft); (iii) the use of any type of firearms (any device that discharges a projectile of any type); or (iv) use of motorcycles; mopeds; scooters; any one, two or three wheeled motorized vehicle (including ATVs); sport watercraft such as wave runners, jet skis; racing or speed testing any motorized vehicle or conveyance; or any other powered devices whether the vehicle is in motion or not.

- **30. Motor Vehicles:** (i) related to the use of a motor vehicle by the Insured Person unless the Insured Person is carrying a legally issued driver's license in the jurisdiction where the motor vehicle accident occurred and motor vehicle insurance from the country in which he/she is an eligible Policyholder; (ii) the operating of any type of vehicle or conveyance while under the influence of alcohol, an illegal substance, drug, gas, or fumes, including prescribed medications for which the Insured Person was provided a written warning against operating a vehicle or conveyance while taking it will not be covered; (iii) Incurred medical expenses resulting from a motor vehicle accident if such expenses are recoverable under Other Insurance, including any "No Fault" automobile insurance contract regardless of whether the Insured Person asserts his/her rights to obtain benefits from these sources will not be covered; or (iv) if the Insured Person does not exercise prudence and safety when: (a) a passenger in a motor vehicle; or (b) while operating a motor vehicle, driving safely and following traffic laws and restrictions. This includes, but is not limited to, the use of seat belts for the driver and front and back seat passengers, having the proper licensure, or operating or driving a motor vehicle at high speeds recklessly or inappropriately.
- **31. War and Terrorism:** Unless the Insured Person is an Innocent Bystander, Illnesses and Injuries, and their consequences, as well as the consequences of Accidents and deaths caused by the following: (i) martial law or state of siege, or any event or causes which determine the proclamation or maintenance of martial law or state of siege; (ii) foreseeable acts of war or any act of war, declared or undeclared; (iii) civil unrest, or involvement in civil commotion or an illegal act, mutiny, riot, strike, military or popular uprising, insurrection, rebellion, military or usurped power; including resultant imprisonment; (iv) any act of any person acting on behalf of or in connection with any terrorist organization; (v) criminal acts unless the Insured Person suffers an Injury as a non-involved third party who has not put themselves in danger in a deliberate or negligent way and such Injury has not been paid or is not payable by a state crime victims compensation program or similar type of governmental program which reimburses victims for crime-related expenses. We will not provide coverage if the Insured Person moves to a territory where direct combat is taking place or provides services for any of the parties involved in that conflict; or (vi) Illnesses, Injuries and Accidents, directly or indirectly, as well as their consequences, which have been caused by nuclear energy (nuclear reactions, radiations, and contamination, asbestosis or any related condition), as well as Illnesses, Injuries and Accidents, as well as their consequences caused by chemical or biological weapons.
- 32. Foreseeable Events/Restrictions on Travel: (i) that arise from, are related to or associated with, an actual or likely contagious disease, epidemic or pandemic or pandemic, the threat of a contagious disease, epidemic or pandemic or any foreseen event. This exclusion is designed to exclude losses caused by reasonably foreseeable events. The moment an event becomes a foreseen event, it will not be covered; or (ii) that arise from, or are associated with, travel to countries or parts of a country for which: (a) an advice or warning has been released by any governmental or official body, the Federation of European Risk Management Association, the US Government Department of Foreign Affairs and Trade, or the US Centers for Disease Control and Prevention, and the advice or warning risk rating is "reconsider your need to travel" or "do not travel" (or words to that effect) or the advice or warnings advise against all non-essential travel to or in that location or advise against specific transport arrangements or participation in specific events or activities; or (b) the mass media has indicated the existence or potential existence of circumstances (including circumstances referred to in clause (a) above that may affect your travel, and you did not take appropriate action to avoid or minimize any potential claim under your Policy (including delay of travel to the country or part of the country referred to in the relevant advice(s), warning(s) and/or mass media statement(s)).

# Who May Be Covered, When and How Your Coverage Begins

### Who May Be Covered

#### **Eligibility Requirements for Policyholder**

- You must be between the ages of 17 and the attained age of 45 at the time of application.
- You must be:
  - (i) a non-US citizen; and
  - (ii) a J-1 Scholar engaged in full-time research or teaching with a specific educational objective. The J-1 categories are: J-1 Research Scholar, J-1 Professor, or J-1 Short-Term Scholar.
- You must be residing outside your Home Country. You are *not* eligible for this Policy if your intent is to live in a fixed location outside your Home Country.
- You must not have obtained residency status in the United States.

- You must hold a valid passport, a valid J-1 visa and a valid DS-2019. Policyholder must, at all times during the Policy Period, meet all requirements of the applicable US visa that has been obtained to enter the United States. We may request a copy of the DS-2019 and your current visa.
- Your minimum Policy Period must be the entire duration the Policyholder is engaged in the visa approved program and is subject to the laws, rules and regulations of the US government and the Program Sponsor.
- As of the Policy Effective Date, you must be in good health (not currently undergoing medical Treatment or Services or where distinct signs or Symptoms are evident as of the Policy Effective Date), not hospitalized and not confined to a Hospital or Extended Care Facility.
- If the Policyholder is also eligible as a dependent under a different policy, he/she may only be covered once under a Policy.
- If the Policyholder marries a US citizen and is eligible for an adjustment of status, the Policyholder is no longer eligible for this plan.
- WellAway has the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If it is discovered the eligibility requirements are not met, the insurance coverage will be terminated.

#### **Eligibility Requirements for Dependents**

- Your spouse or domestic partner and/or eligible children may be eligible for coverage under this Policy under a Dependent or companion visa. Please check the US Department of State requirements to determine if your family member is eligible.
  - Dependent must be the Policyholder's legally married spouse up to age 45 or unmarried child under the attained age of 19 years and chiefly dependent on the Policyholder for support and maintenance.
  - Dependent must accompany the Policyholder abroad on a similar visa or passport while the Policyholder engages in the international educational activities.
  - o Dependent must be temporarily located outside the Policyholder's Home Country.
  - o Dependent must not have obtained residency status in the United States or be a US citizen.
  - Dependent children over the age of nineteen years are no longer eligible and coverage for such Dependent will automatically terminate upon the Dependent reaching the attained age of 19.
- As of the Policy Effective Date, Dependent(s) must be in good health (not currently undergoing medical Treatment or Services or where distinct signs or Symptoms are evident as of the Policy Effective Date), not hospitalized and not confined to a Hospital or Extended Care Facility.
- In no event will a Dependent be eligible if the Policyholder is not eligible.
- WellAway has the right to investigate eligibility status. If it is discovered the eligibility requirements are not met, the insurance coverage will be terminated.

### **Termination of Eligibility**

Every exchange visitor is subject to the laws, rules and regulations of the US government and the Program Sponsor. This means that a violation of any of the rules or regulations established by either of these two entities could mark the end of an Insured Person's stay in the United States. There are several other reasons that could lead to visa early termination including, but not limited to:

- > failure to pursue the activities for which you were admitted to the United States;
- inability to continue your program;
- engaging in unauthorized employment;
- > extending the time in the US beyond the total amount indicated by the program; or
- conviction of a crime.

In the event the Policyholder's visa status is terminated before the end of his or her program in the United States, all Insured Persons under the Policy will be terminated.

### How and When to Enroll a Newborn Baby

During the duration of the Policyholder's visa status, newborn babies may be added to this Policy subject to the following: (i) the Policyholder is covered by this Policy prior to the newborn's birth; (ii) the Insurer receives a copy of the Certificate of Birth; (iii) the Insurer receives a Certificate of Wellness for the newborn; and (iv) the Maximum Benefit amount during the remaining Policy Period will be \$5,000 for the newborn. Coverage is not guaranteed. The effective date of coverage will be the date the Insurer receives all of the required documentation and approves the addition of the newborn. If approved, the newborn will be enrolled under the same coverage as the Policyholder, based upon the terms and conditions of this Policy and is subject to the payment of the additional Premium for the newborn Dependent for the remainder of the Policy Period.

# When Your Coverage Begins

A Policyholder's coverage takes effect on the date stated in the Certificate of Coverage as the Effective Date and the Premium has been paid. Dependent's coverage takes effect on the same day that the Policyholder's coverage becomes effective and the corresponding Premiums have been paid. Dependents can only be covered if the Policyholder is covered by the Policy and has elected Dependent coverage. The period of coverage for an Insured Person is referred to as the Policy Period in this Policy and such coverage will end at midnight on the date indicated in the Certificate of Coverage, but not longer than 365 days. If an Insured Person was repatriated back to his/her Home Country, coverage will terminate upon the Insured Person's departure from the United States. Termination of the Policyholder's coverage also terminates coverage for his/her Dependents. We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. Claims and costs for medical Services or Prescription Medication/Drugs occurring before the Policy Effective Date or with dates of Service after the Policy expiration/termination date will not be covered.

### **Minimum and Maximum Duration**

The period of coverage for this Policy is stated on the cover page of this Policy ("Period of Coverage"), which may be different from the Insured Person's Policy Period as stated in the Certificate of Coverage. If a Policyholder's return is delayed due to unforeseeable circumstances beyond their control, the insurance coverage may be extended under a Grace Period (please refer to "Coverage During the 30-day Grace Period" below). In the event an Insured Person is confined to a Hospital which is longer than the Policy Period, the Insurance Company will only cover the medical expenses beyond the original Policy Period if: (i) the Insured Person purchases additional coverage in accordance with the "Coverage During the 30-day Grace Period" provision of this Policy; (ii) for a period not to exceed thirty (30) days; and (iii) for the sole purpose of stabilizing medical Treatment. Coverage is limited to life-threatening stabilization only and no additional coverage will be provided for an unrelated Illness, complications or a secondary diagnosis. Notwithstanding the foregoing, the Insurance Company has the option, in its sole discretion, to return the Insured Person to his/her Home Country (*please refer to Medical Repatriation benefit*).

# Coverage During the 30-day Grace Period

Insured Persons may stay in the United States up to thirty (30) days after the program end date (*in no event will the Policy Period exceed 365 days*). In order to be eligible, the Policyholder must notify WellAway in writing of the request at least five (5) days prior to the expiration date of the current Policy Period and pay the required Premium (prevailing rates will apply at the time of the request and cannot be combined with any other policy to exceed benefit limits). Coverage will terminate on the Policyholder's date of departure from the United States (*but not more than 30 days following the Policyholder's program end date*).

- Grace Period Coverage will not be approved in conjunction with the expiry of another policy.
- Grace Period Coverage is not permitted if the Policyholder's intent is to live in a fixed location outside his/her Home Country (living abroad versus traveling).
- A Force Majeure event will not operate to automatically entitle any Insured Person to extend the Policy Period.

# How Your Coverage Works

### **Pre-Authorization**

Certain Services require Pre-Authorization and we always recommend that you use an **In-Network Physician and an In-Network Facility** in order to minimize your costs. Pre-Authorization is a process by which an Insured Person obtains approval for certain non-Emergency medical Services prior to the commencement of the proposed Service. Please contact our ConciergeCare team to request a Pre-Authorization at least five (5) business days prior to the scheduled Service, unless a greater time period is required as stated in this Policy. When you contact us for Pre-Authorization, we will recommend that you use an In-Network Physician and an In-Network Facility within the Network. Complete medical records must be submitted to our Plan Administrator for review of Medical Necessity in accordance with the terms of this Policy. A cost Estimate of the Services will also be required at the time of the request for Pre-Authorization for any Services.

The following Services require Pre-Authorization:

- Any Hospitalization
- Outpatient or Ambulatory Surgery
- All Cancer Treatment (including chemotherapy and radiation)
- Maternity Care and Birth Benefits
- Advanced Diagnostic and Interventional Radiology Services

- Outpatient Physical Therapy
- Prescription Medications in excess of \$250 per refill
- Medical Evacuation/Repatriation and all other non-medical benefits
- Any condition, which does not meet the above criteria, but is expected to accumulate over \$10,000 of Services per Policy Period

If we have not provided Pre-Authorization, you may be subject to the following:

- (i) Unless otherwise stated as not covered, a 30% penalty (*for covered Services*) for the entire episode of care, which will not apply towards your Out-of-Pocket Maximum.
- (ii) If the Service would not have been approved under this section, denial may apply to all Services including, but not limited to, Hospitalization, Procedures, Treatments, and Physician fees.

Notification of Medical Emergency Services must be received by the Insured Person, or someone acting on behalf of the Insured Person, within 48 hours of an Admission or Procedure. In the event of an Emergency, the Insured Person should go to the nearest Hospital or Provider for assistance even if that Hospital or Provider is not part of the Network.

**Pre-Authorization approval does not guarantee payment of the claim** (covered benefits are subject to eligibility at the time charges are actually incurred and all other terms, limitations, and exclusions of this Policy) **and the Insured Person is responsible for any Deductible, Coinsurance and Copayment amounts, as applicable.** The use of an In-Network Physician and an In-Network facility will keep your Out-of-Pocket expenses to the lowest possible amount.

# **Pre-Determination**

While a Prior Authorization is not required for all Services, you may want to request a Pre-Determination of a Service to be received from your Provider before the Service is performed. This may help you avoid unexpected out-of-pocket costs.

### Deductible

You may have chosen a plan with a Deductible to help you reduce the cost of your coverage. You must pay the amount of the Deductible before we provide coverage. After the individual Insured Person pays the applicable Deductible, the plan covers Allowable Charges (In-Network) or Usual, Customary and Reasonable Charges (*Out-of-Network*) of the Covered Expenses subject to Copayments, Coinsurance, and any Maximum Benefit amounts.

The following charges will not apply towards your Deductible and when you have reached your Deductible, you will still have to pay these charges:

- Copayments for Services rendered and Prescription Drugs;
- Coinsurance amounts;
- charges for Services that are not covered;
- charges that are in excess of our Allowable Charges/Covered Expenses and Maximum Benefit amounts;
- charges which exceed the Usual, Customary and Reasonable Charges (for Out-of-Network Services); and
- any penalties.

### **Out-of-Pocket Maximum**

Covered Expenses are subject to an aggregate maximum per individual Insured Person as indicated in the section titled "What Your Plan Covers," as long as the Policy remains in force. The aggregate maximum includes all Maximum Benefits specified in this Policy, including those specified in What Your Plan Covers.

### **Provider Network – United States**

This Policy was designed to help make your health care more affordable in the United States by offering you access to a robust network of medical Providers. *It is important that you understand how the Providers you choose to use for medical care and the type of Services you receive in the United States affect how much you have to pay for medical Services*. This section explains payment rules when receiving Covered Services from different types of Providers in the United States under this Policy. This section does not include the specific Deductible amounts under your plan, if any. As you read this section, please keep in mind that you will have to check the section titled, "What Your Plan Covers" for those details.

In-Network Provider: WellAway provides access to a PPO Network (the "Network"). All Providers in the Network that are "In-Network Providers" are Providers available to you for your healthcare needs. Using an In-Network Physician and Provider will reduce your costs and allow you to obtain significant savings but are still subject to those Services that require Pre-Authorization and other requirements under this Policy. Your ID Card is your key to accessing all of the Providers available to you as an Insured Person. Contact our ConciergeCare team via the telephone number on your ID Card. We are experienced in guiding you to the most appropriate providers for you. Please present your ID Card to your Provider at the time of receiving Services.

Out-of-Network and Non-Network Provider: Using an Out-of-Network or Non-Network Provider (providers who do not take any insurance plans) is more costly for you. Out-of-Network Providers are not contracted Providers with WellAway or the Network supporting your Policy. You may also obtain Services from Out-of-Network Providers. WellAway will pay the covered Services outlined in the Summary of Benefits under the Out-of-Network column directly to the Insured Person. These amounts are based on UCR as per the Policy terms and conditions and the Insured Person will be responsible for settling the claim with the Out-of-Network Provider. We are not contracted with Out-of-Network Providers and will not pay them directly. Out-of-Network Providers may bill the Insured Person for any amounts above UCR and are under no obligation to discount or not to balance bill you. We urge you to use In-Network Providers to minimize your Out-of-Pocket Costs. WellAway does not accept an assignment of benefits from an Insured Person to pay an Out-of-Network Provider directly. Coverage for Out-of-Network Services, if applicable, is subject to the Cost Share amounts indicated in your Summary of Benefits.

**Out-of-Area Provider:** If there is no In-Network Provider located within a 50-mile radius of your local residence, the claim will be paid as In-Network subject to a similarly situated In-Network Provider, after applicable Cost Share amounts have been applied. In the event the Insured Person travels outside the state of local residence, the claim will be paid based on the Provider's status in the Network in such location (i.e., In-Network or Out-of-Network), after applicable Cost Share amounts have been applied.

# Can I Cancel My Policy At Any Time?

You will only be allowed to cancel your Policy and obtain a refund of your Premium if you withdraw from your program due to a life-threatening Illness or Injury or death of a family member (spouse, parent, parent-in-law, child, grandchild, brother, sister). You must provide written notification to WellAway of your refund request within 15 days of receipt of your withdrawal along with: (i) your program's written acknowledgement of your withdrawal; and (ii) written proof of your return date to your Home Country. If the Insurer determines that you are eligible to cancel your Policy, you will only be entitled to a pro-rata refund (based on the number of months remaining in your Policy Period) less an early termination fee of \$50. Note: You will not be eligible for a refund if there are any claims on file during your Policy Period.

If you cancel your Policy for any reason other than as stated above, you will not be entitled to a refund of your Premium. A Force Majeure event will not operate to automatically entitle any Insured Person to a refund of Premium previously paid and will also not operate to extend the Policy Period.

# When Is My Premium Due?

Your Premium due for coverage under this Policy must be paid in U.S. currency and is due at the time coverage is purchased. The Premium for each Policy Period must be paid as a single Premium payment.

# Can My Policy Be Terminated?

Insurer reserves the right to terminate your Policy effective as of 12:01 a.m. Eastern Standard Time (EST) on such date that an Insured Person:

 Is not eligible or no longer eligible as defined by this Policy. We reserve the right to review eligibility requirements at any time. If we determine that you are not eligible for this Policy, we will Rescind your Policy and you may be eligible for a refund of your Premium, less an early termination fee of \$50. You will not be eligible for a refund if there are any claims on file during your Policy Period.

- 2. Failed to observe the terms and conditions of this Policy or failed to act with utmost good faith.
- 3. Failed to pay the required Premium.
- 4. Acts in a manner that results in added costs to the Insurer.
- 5. Acts in a manner that is disruptive, unruly, abusive, unlawful, intentionally fraudulent or uncooperative to the extent that your continued coverage with us impairs our ability to provide coverage and/or benefits or to arrange for the delivery of Services to you or any other Insured Person under this Policy. Prior to terminating your coverage for any of these reasons, we will:
  - a. make a reasonable effort to resolve the problem presented by you, including the use or attempted use of our Appeal Process;
  - b. ascertain, to the extent possible, that your behavior is not related to the use of medical Services or mental Illness; and
  - c. document the problems encountered, efforts made to resolve the problems, and any of your medical conditions involved.
- Committed an act of Fraud with respect to this Policy. Fraud means deception by a person with the intent to wrongly benefit him/her. It includes any act that is defined as fraud under applicable laws or regulations, and includes, but is not limited to:
  - a. Using another person's name as your own;
  - b. Using an ID Card that does not belong to you;
  - c. Giving your ID card to someone else;
  - d. Misuse of Services;
  - e. Billing for Services that were not provided;
  - f. Giving false information on your records which may be regarded as being of importance to us. This includes records that relate to your Eligibility;
  - g. Making statements on the Application Form or in the course of applying for the Policy which we determine, on reasonable grounds, that you have knowingly or recklessly provided information which you know or believe to be untrue or inaccurate or failed to provide information which we have asked for;
  - h. When making any claim under the Policy, knowingly or recklessly providing information which you know or believe to be untrue or inaccurate, failing to provide information which we have asked for or claiming benefits for any purpose other than as provided for under this Policy;
  - i. Agreeing to any attempt by a third party action or omission to obtain an unreasonable pecuniary advantage to our detriment; or
  - j. Purchasing or extending this Policy for the purpose of receiving a medical Service.

If we terminate your Policy under paragraphs 2 through 5 above, you will not be eligible for a refund of your Premium.

# **General Terms and Conditions**

- 1. The headings of sections contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of particular provisions.
- 2. References to "you" or "your" throughout refer to you as the Policyholder and to your Dependents, unless expressly stated otherwise or unless, in the context in which the term is used, it is clearly intended otherwise. Any references which refer solely to you as the Policyholder or solely to your Dependents will be noted as such.
- 3. References to "we", "us", "our", "Insurer" and "Company" throughout this Policy refer to Davies Insurance Limited on behalf of the WellAway Segregated Account.
- 4. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. If the word or phrase has a special meaning, it will either be defined in the Definitions section of this Policy or within the particular section where it is used.
- 5. The official language governing this Policy is United States English and shall remain the ruling language on coverage, benefits and definitions. If any dispute arises as to the interpretation of this document, the English version of this document shall be deemed to be conclusive and take precedence over any other language version of this Policy.
- 6. The Plan Administrator, PayerFusion Holdings, LLC, is an entity designated by the Insurer for purpose of providing administrative services related to this Policy on behalf of the Company.

- 7. The declarations of the Policyholder and the Dependents, if any, serve as the basis for this Policy. Any references in this Policy to the Insured Persons that are expressed in the masculine gender shall be interpreted as including the feminine gender whenever appropriate.
- 8. Any notice required under this Policy must be in writing. Any notice given by us will be communicated to either the Policyholder or the Policyholder's agent or broker. Such notices are limited to e-mail, postal mail or via the member portal. Any notice from the Policyholder should be sent to the Plan Administrator's office or by e-mailing: enrollment@wellaway.com.
- 9. In the event any clerical error or delays in keeping records by the Insurer, the Insurer:
  - a. will not deny insurance which should otherwise have been granted;
  - b. will not extend insurance which should otherwise have been terminated; and
  - c. will be subject to proper adjustment of Premium when an adjustment is needed.
- 10. Benefits are paid to the extent that an Insured Person receives any of the Treatments covered under What Your Plan Covers following the Policy Effective Date, including any additional Waiting Periods and up to the date such individual no longer meets the definition of Insured Person.
- 11. This Policy is governed by and shall be construed in accordance with the laws of Bermuda and shall be subject to its exclusive jurisdiction.
- 12. All disputes arising out of or relating to this Policy, or any matter that is related directly or indirectly to this insurance, which cannot first be resolved by the parties through settlement negotiations for a period of sixty (60) days, shall be resolved exclusively through binding, non-appealable and confidential private arbitration. The arbitration and such proceedings shall be administered based on the arbitration laws of Bermuda. Notice requesting arbitration must be in writing and sent certified or registered mail, return receipt requested. Each party shall choose one arbitrator and the two arbitrators shall choose an impartial third arbitrator who shall preside over the arbitration proceeding. If either party fails to appoint its arbitrator within thirty (30) days after being requested to do so by the other party, the latter, after ten (10) days' notice by certified mail or registered mail of its intentions to do so, may appoint a second arbitrator. Within thirty (30) days after notice of appointment of all arbitrators, the panel shall meet and determine the timely period for briefs, discovery Procedures and schedule for hearings. The panel shall be relieved of all judicial formality and shall not be bound by the strict rules of Procedure and evidence. The decision of any two arbitrators when rendered in writing shall be final and binding. The panel shall interpret this Policy as an honorable engagement rather than as merely a legal obligation and shall make its decision considering the custom and practice of the applicable insurance business as promptly as possible following the termination of the hearings.
- 13. All legal actions arising from this Policy shall be barred one hundred eighty (180) days from the event that gave rise thereto.
- 14. The Insurer's liability under this Policy will be conditioned upon each Insured Person complying with its terms and conditions.
- 15. The Policyholder must inform the Insurer within thirty (30) days of any changes related to Insured Persons (i.e., change of address, visa status or marital status) or of any other material changes that affect information given in connection with the Application Form under this Policy.
- 16. The confidentiality of your information is of paramount concern to Insurer. Insurer complies with data protection legislation and medical confidentiality guidelines. Information submitted to Insurer over our website is normally unprotected until it reaches us. We do share information, but only as it pertains to the administration of your health care benefits. We may also disclose information when the law requires or permits us to do so.
- 17. Waiver by the Insurer of any term or condition of this Policy will not prevent us from relying on such term or condition thereafter. If we choose to waive our rights under this Policy regarding a specific term or provision, it shall not be interpreted as a waiver of our right to administer or enforce this Policy in strict accordance with its terms and conditions. In the event the Insured Person terminates this Policy prior to the expiration of the current Policy Period for any reason whatsoever, Insured Person waives all rights to enforce any specific term or provision of the Policy.
- 18. If the Policyholder dies, this Policy will automatically be terminated. Dependent(s), if any, will no longer be eligible for coverage under this Policy and have no transfer or continuation rights or privileges with Insurer. Upon death of the Policyholder, the Insurer must be notified within ten (10) days. A death certificate must be provided to Insurer.
- 19. The Insurer is not responsible for the quality of care received from any institution or individual. This Policy does not give the Insured Person any claim, right or cause of action against Insurer based on an act of omission or commission of a Hospital, Provider, Physician or other provider of care or Service.
- 20. This Policy does not meet the United States requirements to qualify as "minimum essential coverage" for health insurance under the Affordable Care Act. As such, this Policy does not include all essential health benefits as required by the

Affordable Care Act and is not subject to, and is not administered as, a PPACA (Patient Protection and Affordable Care Act).

- 21. This short-term Policy is not subject to guaranteed issuance or renewal and may only be rewritten for new and completely separate Policy Periods (as long as you meet the Eligibility requirements). Coverage does not continue from one policy to another. This means that a new Application Form must be submitted, a new Effective Date is given, and a new Deductible and Out-of-Pocket expenses must be met.
- 22. Any Services, Procedures or Treatments, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Insurer to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or the United States including, but not limited to, any Services, Procedures or Treatments provided in the Restricted Areas will not be covered.

# Definitions

Accident – means an unforeseen, unexpected, and unintentional event due exclusively to an external cause of a violent nature beyond the control of the Insured Person, resulting, directly and independently of all other causes, in bodily trauma to the Insured Person and which occurs after the Policy Effective Date.

Activities of Daily Living (ADL) – means those activities normally associated with the day-to-day fundamentals of personal self-care, including but not limited to: walking, personal hygiene, sleeping, toilet/continence, Dressing, cooking/feeding, medication and transferring (getting in and out of bed).

**Acute**– means Medically Necessary medical condition, which is brief, has a definite end point and which we, on medical Advice, determine responds to and can be cured by Treatment.

Admission – means the period from the time that an Insured Person enters a Hospital, or other approved health care Facility as an Inpatient until discharge.

**Advice** – means any consultation by a Physician or Specialist including the issue of drugs and Dressings or repeat Prescription Medications or Drugs.

**AIDS** - means medical Services and costs provided to the Insured Person as a consequence of Acquired Immune Deficiency Syndrome (AIDS) and all diseases caused by and or related to the virus HIV positive.

**Air Ambulance** – means an aircraft specially equipped with the necessary medical personnel, Supplies and Hospital equipment to treat life-threatening Illnesses and/or Injuries for persons whose conditions cannot be treated locally and must be transported by air to the nearest Facility that can adequately treat their conditions.

**Ambulatory Surgical Center** – means a Facility which: (a) has as its primary purpose to provide Elective Surgical care; and (b) admits and discharges a patient within the same working day; and (c) is not part of a Hospital. Ambulatory Surgical Center does not include: (1) any Facility whose primary purpose is the termination of pregnancy; (2) an office maintained by a Physician for the practice of medicine; or (3) an office maintained by a Dentist for the practice of dentistry.

**Application Form** – means the form, either written or electronic, that was completed and signed by the Insured Person to request insurance coverage under this Policy. It includes any medical history, questionnaires, and other documents requested by us prior to the issue of insurance coverage.

Attention Deficit Disorder (ADD) – means a biologically based condition causing a persistent pattern of difficulties resulting in one or more of the following behaviors: inattention; hyperactivity; impulsivity.

Attention Deficit Hyperactivity Disorder (ADHD) – means a problem with inattentiveness, over-activity, impulsivity, or some combination of these. For these problems to be diagnosed as ADHD, they must be out of the normal range for the child's age and development.

**Bodily Injury** – means an Injury, which is caused solely by an Accident, which results in the Insured Person's dismemberment, disablement or other physical external Injury.

**Cesarean Section** – means the delivery of the fetus through an abdominal incision in conditions where the vaginal route is contraindicated.

**Cancer** – means the general term used for all malignant disorders caused by the uncontrolled multiplication of mutated cells (new growths or tumors). These cells can destroy the surrounding tissue and produce metastases (secondary growths).

**Chiropractic Services** – means a system of Diagnosis and Treatment based on the idea that the nervous system coordinates all of the body's functions, and that disease results from a lack of normal nerve function. Chiropractic Services does not include Prescription Medication, Drugs or Surgery.

**Chiropractor** – means any person who is legally licensed to practice Chiropractic Services in the country where Treatment is provided. A chiropractor uses manipulation to change body structures, such as the spinal column, to relieve pressure on nerves coming from the spinal cord caused by a vertebrae being displaced.

**Chronic Condition** – means an Illness, Injury, impairment or physical or mental condition that involves Inpatient care or continuing Treatment by a health care Provider, such as Cancer, etc.

**Club Sports** - means any sports offered at a university or college in the United States that compete with other universities, or colleges, but are not regulated by the National Collegiate Athletic Association (NCAA) or National Association of Intercollegiate Athletics (NAIA), and do not have varsity status.

**Coinsurance** – means the percentage of our Allowed Charges that you must pay before we will pay our portion of the Allowable Charges for Covered Services. The Coinsurance percentage is calculated after all other Cost Share amounts for a given Service, such as your Deductible and/or Copayment.

**Complications of Pregnancy** – means: (a) when pregnancy is not terminated, conditions that require Hospital Confinement, whose diagnoses are distinct from pregnancy but are adversely affected by or are caused by pregnancy, including but not limited to: (1) acute nephritis; (2) nephrosis; (3) cardiac decompensation; (4) missed abortion; and (b) when pregnancy is terminated; (1) non-Elective Cesarean Section; (2) ectopic pregnancy that is terminated; or (3) spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy will not include false labor; occasional spotting; Physician prescribed rest during the period of pregnancy; morning sickness; mild hyperemesis gravidarum; and similar conditions associated with the management of a difficult pregnancy that do not constitute a nosologically distinct Complication of Pregnancy.

**Confinement** – means an Inpatient stay at an approved Extended Care Facility for necessary skilled Treatment or Rehabilitation in accordance with this Policy.

**Congenital Condition** – means any Heredity condition, birth defect, physical anomaly and/or any other deviation from normal development present at birth, which may or may not be apparent at that time. These deviations, either physical or mental, include, but are not limited to, genetic and non-genetic factors or inborn errors of metabolism.

**Copayment** – means a fixed dollar amount you must pay when you receive certain Covered Services. It must be paid before any benefit is payable by us.

**Cost Share** - means your share (Deductibles, Coinsurance and Copayments) of the cost for specific Covered Services under the plan selected.

**Covered Expenses** – means the Usual, Customary and Reasonable Charges Incurred by an Insured Person, while covered under this Policy, for Medically Necessary Services, Treatments or Supplies described under the section titled *What Your Plan Covers*.

Covered Services - means those Services which meet the criteria listed in the What Your Plan Covers section of this Policy.

**Critical Condition** – means an immediate life threatening or perilous Illness or conditions due to an Accident or natural causes, which requires urgent specialized Treatment without delay.

**Custodial Care** – means (1) the provision of room and board, nursing care, or such other care which is provided to an individual who is mentally or physically disabled and who, as determined by the individual's attending Physician, has reached the maximum level of recovery; and (2) in the case of an institutionalized person, room and board, nursing care or such other care which is provided to an individual for whom it cannot reasonably be expected that medical or Surgical Treatment will enable him to live outside an institution; and (3) rest cures, Respite Care and home care provided by Family Members. Upon receipt and review of a claim, the Insurer or an independent medical review will determine if a Service or Treatment is Custodial Care.

**Deductible** – means the first part of the Allowable Charges or UCR you pay for Covered Services before your plan starts to pay as listed in What Your Plan Covers.

**Dependent** – means a member of the Policyholder's family (Family Member) who is enrolled under this Policy after meeting all of the Eligibility requirements and for whom Premiums have been received by the Insurer.

**Diagnosis** – means the determination by a Physician or Specialist of the nature of a disease or condition made from a study of the signs and Symptoms of a disease or condition.

**Domestic Partner** means a person of the same or opposite gender with whom the Policyholder has established a Domestic or Registered Partnership.

**Domestic or Registered Partnership** means a relationship between the Policyholder and one other person of the same or opposite gender who meet at a minimum, the following eligibility requirements:

- 1. both individuals are each other's sole Domestic Partner and intend to remain so indefinitely;
- 2. individuals are not related by blood to a degree of closeness (e.g., siblings) that would prohibit legal marriage in the venue in which they legally reside;
- 3. both individuals are unmarried, at least 18 years of age, and are mentally competent to consent to the Domestic Partnership;
- 4. the Policyholder has submitted to us acceptable proof of evidence of common residence and joint financial responsibility, and certificate of registered partnership (if applicable); and
- 5. the Policyholder has completed and submitted any required forms to us and we have determined the Domestic Partnership eligibility requirements have been met.

Dressings - means materials used for Dressing wounds.

**Durable Medical Equipment (DME)** – means equipment prescribed by Physician designated for repeat and prolonged use and which is Medically Necessary to improve the functioning of a malformation of the body, Treatment of an Illness, or to prevent further deterioration of the Insured Person's medical conditions. Please refer to DME category under the *What Your Plan Covers* section of this Policy for more details.

**Dentist or Dental Surgeon** – means is a health care Provider who specializes in the Diagnosis, prevention and Treatment of diseases and conditions of the oral cavity.

**Dialysis** – means the provision of an artificial replacement for lost kidney function (renal replacement therapy) due to acute kidney failure. Dialysis may be used for sudden but temporary loss of kidney function (acute renal failure). Dialysis is done in Dialysis units which are part of Hospitals and clinics or at home.

**Elective** – means any care, Service, Procedure, or Surgery performed at the choice of the patient, for which there is no Medical Necessity, and/or which does not treat an Accident, Illness, or Injury (such as care provided primarily as a convenience or to improve or preserve appearance, self-esteem or future possible effects on health, posture or body function).

**Eligibility** – means the requirements that an Insured Person, including the Policyholder and/or his/her Dependents must meet at all times in order to be covered under this Policy.

**Emergency** - means a sudden onset of a medical condition with acute Symptoms of sufficient severity that in the absence of immediate medical attention (or as soon thereafter as care can be made available, but in any case not any later than forty-eight (48) hours after the onset) and in the absence of which care an Insured Person could reasonably result in:

- permanently placing the Insured Person's health in jeopardy;
- causing other serious medical consequences;
- causing serious impairment to bodily functions;
- causing serious and permanent dysfunction of any bodily Organ or part;
- causing loss of life or limb; or
- causing death.

**Emergency Dental Treatment** – means acute Emergency dental Treatment due to a serious Accident requiring hospitalization. The Treatment must be received within 72 hours of the Emergency event.

**Emergency Medical Transportation** – means that in the event of a life threatening Emergency, when appropriate Treatment is not available locally, this Policy provides Emergency Medical Transportation to the closest medical Facility capable of providing the required care.

**Estimate** – means the assumed cost for the Services or Procedures to be conducted either by a Physician or laboratory for the patient for a given Diagnosis or as part of an investigation in order to obtain a Diagnosis.

**Evacuation** – means costs Incurred in moving an Insured Person from the place of incident to the nearest appropriate medical Facility, as determined by the attending Physician in conjunction with our medical advisors.

**Evidence Based Medicine** – means the use of established medical guidelines and relevant information from peer-reviewed medical research to address a specific clinical issue, evaluating the risks and benefits of diagnostic tests, procedures and therapeutic measures. It is the application of simple rules of science and common sense to determine the best medical decision for the patient.

**Exclusion** – means specific provision excluding coverage for conditions or Illnesses for this Policy. Exclusions are imposed when the Policy is issued as a condition for the issuance of coverage. Exclusion or Exclusions, if issued as a condition for the issue of coverage, form a part of this Policy through an endorsement or rider or as listed in the Exclusions and Limitations section of the Policy.

**Experimental and/or Investigational** – means any Treatment, Procedure, technology, Facility, equipment, Drug, Drug usage, device, or Supplies not recognized as accepted medical practice in the United States or by Insurer that fails to meet the following criteria:

- 1. Controlled studies published in peer review medical literature demonstrate that such Service or Supply has a net beneficial effect on health outcomes for a specific Diagnosis; or under study, investigation, trial period or is limited to research; or
- 2. Such Service or Supply is in accordance with generally accepted standards of medical practice in the United States; or
- 3. At the time such Service or Supply is received by an Insured Person, it has been approved for the particular indication or application in question by the United States Food and Drug Administration (FDA) or other federal or state governmental agency whose approval is required in the United States, regardless of where the medical expenses are Incurred.

**Extended Care Facility** – means a nursing and/or Rehabilitation center approved by Insurer that provides skilled and Rehabilitation Services to patients who are discharged from a Hospital or who are admitted in lieu of a Hospital stay. The term Extended Care Facility does not include nursing homes, rest homes, health resorts, homes for the aged, infirmaries or establishments for domiciliary care, Custodial Care, care of drug addicts or alcoholics, or similar institutions.

**Facility** – means any location where Services Supplies or Drugs are provided, including, but not limited to, an Ambulatory Surgical Center or Hospital.

Family - means the Policyholder and a Family Member.

Family Member - means a spouse, domestic partner, father, mother, brother, sister, or child of the Policyholder.

**Food and Drug Administration (FDA)** – means an agency of the United States Health and Human Services, one of the United States federal executive departments. The FDA is responsible for protecting and promoting public health through the regulation and supervision of food safety, tobacco products, dietary supplements, prescription and over- the-counter pharmaceutical drugs (medications), vaccines, biopharmaceuticals, blood transfusions, medical devices, electromagnetic radiation emitting devices (ERED), cosmetics and veterinary products.

**Force Majeure** – means an act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, governmental actions or shutdowns, civil disturbances, pandemics, epidemic, quarantines, health crisis, viral outbreaks (including, without limitation, the coronavirus referred to as COVID-19, sabotage, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure or unavailability of transportation, strike, lockout, action of labor unions, a taking by eminent domain, requisition, laws, orders of government or of civil, military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing not within the reasonable control of Insurer.

Hereditary - means transmitted from parents to offspring; inherited.

Home Country - means the country where an Insured Person has his or her true, fixed and permanent home and principal establishment.

**Hospital** – means and includes only Acute Care Facilities licensed or approved by the appropriate regulatory agency as a hospital, and whose Services are under the supervision of, or rendered by a staff of Physicians who are duly licensed to practice medicine, and which continuously provides twenty-four (24) hour a day nursing service under the direction or supervision of registered professional Nurses. The Hospital does not include convalescent and nursing homes, rest homes, health resorts, and homes for the aged, infirmaries or establishments for domiciliary care, Custodial Care, care of drug addicts or alcoholics, or similar institutions.

**Home Health Care Agency** – means an agency or organization, or subdivision thereof, that; a) is primarily engaged in providing skilled Nursing Services and other Therapeutic Services in the Insured Person's home; b) is duly licensed, if required, by the appropriate licensing Facility; c) has policies established by a professional group associated with the agency or organization, including at least one Physician and one registered graduate Nurse (R.N.), to govern the Services provided; d) provides for full-time supervision of such Services by a Physician or by a Registered Nurse (R.N.), maintains a complete medical record on each patient; and f) has a full-time administrator.

**Home Health Care Plan** – means a program: a) for the care and Treatment of an Insured Person in his home; b) established and approved in writing by his attending Physician; and c) Certified, by the attending Physician, as required for the proper Treatment of the Injury or illness, in place of Inpatient Treatment in a Hospital or in an Extended Care Facility.

Hospice or Terminal Care - means an agency which provides a coordinated plan of home and Inpatient care to a terminally ill person for whom curative Treatment is no longer available and which meets all of the following tests: a) has obtained any required state or governmental license or certificate of need; b) provides services 24-hours-a- day, 7 days a week; c) is under the direct supervision of a Physician; d) has a Nurse coordinator who is a registered Nurse or a licensed practical Nurse; e) has a duly licensed social service coordinator; f) has as its primary purpose the provision of Hospice Services; g) has a full-time administrator; and h) maintains written records of Services provided to the patient.

Hospital Intensive Care Unit – means a section, ward or wing within the Hospital which is separated from other facilities and is operated exclusively for the purpose of providing twenty four (24) hour professional medical Treatment for critically ill patients and is equipped with Supplies and equipment for such medical Treatment.

Hospital Room and Board – means a private or semi-private Hospital room as specifically approved by our Plan Administrator.

Human Immunodeficiency Virus (HIV) – means all diseases caused by and/or related to the HIV Virus. (Refer to AIDS definition)

**Identification Card (I.D. card)** – means the cards we issue to Policyholders. The cards are our property, and are not transferable to another person. Possession of such card in no way verifies that an individual is eligible for, or covered under, this Policy.

**Illness** – means a physical or Psychiatric sickness, disease, Complications of Pregnancy of an Insured Person. This does not include mental illness.

**Incurred** – means the date an Infectious Disease, Illness or Injury occurred and the Insured Person receives the Service or Supply for which the charge is made.

**Infectious Disease** – means a common communicable disease caused by viruses, bacterial fungi or parasites and presence of a microbial agent.

**Injury** – means a Bodily Injury that is: 1) sustained by an Insured Person while covered under this Policy; and 2) caused by an Accident externally, directly and independently of all other causes. An Insured Person must begin receiving Services, Supplies or Treatment within 72 hours from the time of Accident in order for it to be considered an Injury. 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.

**In-Network Provider** – means any health care Provider, including an In-Network Physician, who, at the time Covered Services are rendered to you, has agreed to accept a negotiated discount for Services.

**Innocent Bystander** – means an individual who is judged not to be involved with, participating in, or engaged in (personally or professionally) directly or indirectly, in any activity associated with any war, conflict, or terrorist activity.

**Inpatient** – means a person admitted to an approved Hospital or other health care Facility for a Medically Necessary overnight stay in excess of 24 hours.

**Insured Person** – means the Policyholder or his/her Dependents enrolled for and entitled to coverage under this Policy and for whom the required Premium has been paid.

Intercollegiate Sport – means a sport that: (i) has been accorded varsity status by the participating university or college; (ii) is administered by such university's or college's department of intercollegiate athletics for which the eligibility of the participating student athlete is reviewed and certified in accordance with the applicable intercollegiate sports organization's legislation, rules or regulations; (iii) entitles qualified participants to receive the participating university's or college's official awards; and (iv) includes travel, only within the contiguous United States, including Alaska and Hawaii and only directly and without interruption between home, the university/college and the premises of the Intercollegiate Sporting event.

Interscholastic Sport – means a sport played between secondary schools.

**Intramural Sport**- means a sport that: (i) is approved by the sports director or athletic director of the university or college; and (ii) involves only students at the same college or university; and (ii) takes place within the walls, boundaries and grounds of said university or college.

Loss (for the Accidental Death and Dismemberment benefit) - means with regard to hands and feet, actual severance through and above the wrist or ankle joints; with regard to eyes, entire irrecoverable loss of sight. Loss in reference to other coverages means Injury or damage sustained by Policyholder as a consequence of the happening of one or more of the Accidents against which the Insurer has undertaken to indemnify the Policyholder.

**Maintenance** – means continuation of care and management of the patient when the therapeutic goals of a Treatment plan have been achieved, no additional functional improvement is apparent or expected to occur, and the provision of Covered Services for a condition ceases to be of therapeutic value.

**Maternity Care** – means the cost of prenatal care, delivery charges for mother and baby, Medically Necessary Cesarean Sections, and postnatal Treatment subject to the specific limit.

**Maximum Benefit** – means the maximum amount payable by Insurer per Insured Person for a specified benefit, per Period of Coverage (unless otherwise noted), as specified in What Your Plan Covers, regardless of the actual or Allowable Charges. The Maximum Benefit amount is based on a 12-month Period of Coverage. For Policy Periods less than 12 months, the Maximum Benefit amount for a particular benefit will be prorated based on the Insured Person's Policy Period (not the Period of Coverage), as stated in the Certificate of Coverage. This is after the Insured Person has met his/her Cost Share amounts.

Medical Emergency Services – means the initial Treatment for an Emergency.

**Medically Necessary/Medical Necessity** – means those Services or Supplies that which are provided by a Hospital, Physician or other approved medical Providers and are defined from a medical point of view as appropriate and necessary. They must:

- 1. Be necessary to define or treat the condition, the Illness or the Injury of the patient;
- 2. Be appropriate to the Symptoms, Diagnosis or Treatment of the patient;
- 3. Comply with the medical practices generally accepted and with the professional medical standards applied by the medical community at the same time the patient receives the relevant care;
- 4. Be required for other reasons than comfort or pleasure of the patient or his/her Physician;
- 5. Not solely for the Insured Person's convenience, the Physician's convenience or any other Provider's convenience;
- 6. Have medical proven and demonstrated effects;
- 7. Be considered as from the most appropriate type and level;
- 8. Be provided with an equipment, in quantity, quality and Site of Service appropriate to the level of care required by the patient condition;
- 9. Be only provided during the period appropriate to the patient condition;
- 10. When applied to an Inpatient, it further means that the medical Symptoms or condition require that the Services or Supplies cannot be safely provided as an Outpatient;
- 11. Is not a part of or associated with the scholastic education or vocational training of the patient; and
- 12. Is not Experimental or Investigative.

The Insurer retains the right to determine the Medical Necessity of a planned Treatment. The appropriateness of care and the Treatment plan will be reviewed in consultation with the attending Physician and alternative care options may be recommended.

**Medication Guide** - means the guide then in effect issued by us where you may find information about Prescription Drugs that require prior coverage authorization and Self- Administered Prescription Drugs that may be covered under your plan. Note: The Medication Guide is subject to change at any time. Please visit <u>www.wellaway.com</u> for the most current guide or you may call the ConciergeCare Counselor phone number on your Identification Card.

**Network** – means a network of participating medical providers such as hospitals and doctors where you pay less if you use providers that belong to the network. You can use doctors, hospitals, and providers outside of the network for an additional cost.

**Non-Network Provider** – means a Provider who does not take any insurance plans and has chosen to "opt-out" of billing an insurance company.

**Notification** – means an act of notifying, making known or giving notice of upcoming or planned Treatment by means of written notice or verbal request. Notification does not constitute approval by the Insurer.

**Nurse** – means a person licensed as a registered Nurse or licensed practical Nurse by the appropriate licensing authority in the areas which he or she practices nursing.

**Nursing Services** – means home nursing care (only payable if prescribed by attending Physician and approved by us). The service must immediately start after the patient is discharged from the Hospital. Nursing Services related to aid in the Activities of Daily Living are not covered by this Policy.

**Oncology** – means Specialist fees, diagnostic tests, and radiotherapy, chemotherapy and Hospital charges Incurred in relation to the planning and carrying out Treatment for Cancer, from the point of Diagnosis.

**Organ** – means a part of the human body that performs a specific vital function (heart, lung, kidney, pancreas, liver, bone marrow).

**Organ Transplant/Transplant** – means the Surgical Procedure of one or more Organs moved from a donor (living or deceased), to an Insured Person as the recipient or; tissue Surgically moved to an Insured Person from a donor (living or deceased) or the same Insured Person.

**Osteopath** – means a licensed person or professional who practices osteopathic medicine, which consists of overall health and the interconnected relation among the body's nerves, muscles, bones, and organs.

**Other Insurance Plan** – means a plan (other than this Policy) that provides insurance, Reimbursement or service benefits for Hospital, Surgical or other medical expenses.

**Out-of-Network Provider** – means a Provider who, at the time Services are rendered to you, does not contract with your health insurance plan or your provider network and has not agreed to accept a negotiated discount for Services.

Out-of-Pocket – means your expenses for Services that are not reimbursed by us.

**Outpatient** – means Services, Supplies or equipment received while not an Inpatient in a Hospital, or other health care Facility, or overnight stay.

**Outpatient Services** – means Medically Necessary Services provided to an Insured Person, who is not a registered Inpatient in a Hospital, to prevent and treat Injuries or Illnesses. Outpatient Services shall include, but are not limited to:

- 1. Comprehensive diagnostic and evaluation Services;
- 2. Outpatient care and Treatment, pre-care, aftercare, Emergency care, Rehabilitation and supportive transitional Services; and
- 3. Professional consultation.

**Palliative Care** – means Inpatient, day-care or Outpatient Treatment following the Diagnosis that the condition is terminal and Treatment can no longer be expected to cure the condition.

**Pharmacy Benefit Manager (PBM)** – means, in the United States, an entity that is primarily responsible for processing and paying prescription drug claims. It is also responsible for developing and maintaining the formulary, contracting with pharmacies, and negotiating discounts and rebates with drug manufacturers.

**Physician** – means any person who is duly licensed and meets all of the laws, regulations, and requirements of the jurisdiction in which he/she practices medicine, who is acting within the scope of that license or certification; Physician (M.D. or D.O.), a Dentist (D.D.S. or D.M.D.), for whose Services are provided under this Policy. This term does not include; (1) an intern; (2) a person in training; or (3) a physician's assistant.

Plan Administrator - means the third party administrator administering this Policy's terms and conditions on behalf of the Insurer.

Podiatric Care – means a medical specialty concerned with the care and Treatment of the feet.

**Policy** – means the agreement between Insurer and the Policyholder. The Policy includes this document, the Policy Declarations, any Application Forms, any medical questionnaires, the last issued Identification Card, and any amendments or endorsement modifications made in accordance with the Policy. This also includes any riders or endorsements purchased by the Policyholder.

**Policy Effective Date** – means the date that this Policy first takes effect.

Policyholder – means a person that has applied for coverage and is named as the Policyholder in this Policy.

**Policy Period** – means the period that begins on the effective date of this Policy and ends on the termination date as indicated in the Certificate of Coverage.

**Pre-Authorization** – means a process by which an Insured Person obtains written approval for certain medical Procedures or Treatments, prior to the commencement of the proposed medical Treatment or Procedure. Certain medical Procedures will require the Pre-Authorization process to be followed in order for the Service to be covered and to maximize the benefits of the Insured Person.

**Predetermination** – means a voluntary, written request by a member or a Provider to determine if a proposed Treatment or Service is covered under a patient's health benefit plan. Submitting a Predetermination does not guarantee services will be covered under the members' benefit plans. The terms of the member's plan control the available benefits. A Predetermination is based on the Provider's submission. If the Provider subsequently bills a different code or Service, the information provided by WellAway is not binding.

Pre-Existing Condition - means any Illness or Injury, physical or mental condition for which an Insured Person:

- (i) received any Diagnosis, medical Advice or Treatment prior to the Policy Effective Date; or
- (ii) had taken any Prescription Medication or Drug prior to the Policy Effective Date; or
- (iii) where distinct signs or Symptoms were evident prior to the Policy Effective Date; or
- (iv) based upon reasonable evidence-based medicine that the Illness, Injury, physical or mental condition existed prior to the Policy Effective Date even if nothing is evident under paragraphs (i), (ii) or (iii) above.

**Premium(s)** – means the consideration owed by the Policyholder to the Insurer in order to secure benefits for its Insured Persons under this Policy.

Premium Payment Date - means the recurring date specified in the Policy upon which the Premium for this Policy is due.

**Prescription Drugs/Medication** – means medications which are prescribed by a Physician and which would not be available without such prescription and approved by the FDA in the United States or other applicable administrative organizations in the host country and cannot be obtained Over-the-Counter at a pharmacy. Certain Treatments and medications, such as vitamins, herbs, aspirin, cold remedies, medicines, Experimental or Investigative drugs, or medical Supplies even when recommended by a Physician, do not qualify as Prescription Drugs.

**Prescription Drug Formulary** – means a schedule of Prescription Drugs approved for use which will be covered, if not otherwise excluded by this Policy and dispensed through participating pharmacies.

**Prescription Supply** – means certain Supplies approved for use which will be covered, if not otherwise excluded by this Policy, and dispensed through participating pharmacies, including, but not limited to, diabetic meters, test strips and lancets.

**Primary Care** - means the first contact by a Physician for an Insured Person with an undiagnosed health concern of varied medical conditions, not limited by cause, organ system, or diagnosis not previously present.

Procedure – means a practice, a series of steps, or Treatment to follow after a given Diagnosis is obtained.

**Professional Sports** – means activities in which the participants receive payment for participation. This does not include participants in National Collegiate Athletic Association (NCAA) or National Association of Intercollegiate Athletics (NAIA).

**Provider** – means any location where Services, Supplies or Drugs are provided, including, but not limited to, an Ambulatory Surgical Center or Hospital.

**Psychiatric** – means a health condition that changes a person's thinking, feelings, or behavior (or all three) and that causes the person distress and difficulty in functioning. As with many diseases, mental illness is severe in some cases and mild in others. Inpatient mental health, as indicated in the Policy, may be approved by us for severe psychotic or neurotic episodes where Treatment cannot be given on an Outpatient basis for risk of injury to self or others.

**Psychiatric Physician** – means a Physician who specializes in psychiatry or has the training or experience to do the required evaluation and Treatment of mental conditions.

**Psychologist** – means any person who is a mental health professional who has earned a doctoral degree such as a PhD or PsyD in psychology, is duly licensed and meets all of the laws, regulations, and requirements of the jurisdiction in which he/she practices, and who is acting within the scope of that license or certification.

Rate - means the amount we charge for coverage.

**Reconstructive Surgery** – means the use of Surgery that takes place due to a covered Surgical Procedure or Accident, and is Medically Necessary in order to maintain or restore normal bodily function.

**Rehabilitation** – means Therapeutic Services designed to improve a patient's medical condition within a predetermined time period through establishing a Maintenance program designed to maintain the patient's current condition, prevent it from deteriorating and assist in recovery. Inpatient Rehabilitation is only covered during the acute and sub-acute recovery phase of Treatment and only when the benefit is stated in this Policy.

**Rehabilitative** (alcohol and substance abuse) – means the process of combining medical and psychotherapeutic Treatments to address dependency on alcohol or substances. The goal of both rehabilitative alcohol and substance Treatment (inpatient or outpatient) is for the patient to remain permanently abstinent and gain the psychological tools for long-term sobriety.

**Reimbursement** – means the amount of money refunded to the Policyholder for Usual Customary and Reasonable Covered Expenses, as indicated in this Policy.

Renal Failure - means the acute, sudden and often temporary loss of kidney function.

Rescission or Rescind - means action to retroactively cancel or discontinue coverage under this Policy.

**Respite Care** – means is Inpatient care for a chronically or terminally ill patient, for the sole purpose of relieving the patient's primary caregiver.

**Restricted Area** – means any Country, Provider, Facility or individual, to the extent that the provision of coverage, payment of a claim or the provision of benefits would expose Insurer to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or the United States.

**Right to Recovery** – means that it allows the Insurer to have a lien against the proceeds of any recovery made from a responsible third party. The right of recovery is usually enforced through direct dealings with the Insured Person who repays the Insurer after he/she has made a recovery from the responsible third party. Under the Right of Recovery, an Insurer may not take direct legal action against a wrongdoer; whereas, under Subrogation, the Insurer could take direct action. (See Subrogation section)

**Second Surgical or Medical Opinion** – means the medical Advice given by a second independent Physician not involved in the Treatment, normally to get a second opinion if potentially fatal Illnesses or serious permanent disabilities are involved. This requires Pre-Authorization by the Plan Administrator.

**Self-Administered Prescription Drug** – means an FDA approved Prescription Drug that you may administer to yourself, as recommended by a Physician.

Self-Inflicted - means the act of intentionally harming one's own body without meaning for the injury to be fatal.

**Service(s)** – means evaluations, Treatments, therapies, devices, Procedures, techniques, equipment, Supplies, products, remedies, vaccines, biological products, Drugs, pharmaceuticals, chemical compounds and other services rendered or supplied, by or at the direction of, a licensed Physician or Provider.

**Site of Service Differential** – means when Services are provided in a hospital-based facility, the costs of the clinical personnel, equipment, and supplies are higher than if such Services were provided in an independent free-standing facility. For this reason, reimbursement for the Services provided in a hospital-based facility may be lower than if the Services were performed in an independent free-standing facility. This difference in reimbursement (based on where the Service is performed), is referred to as a "Site of Service Differential." This financial differential will be the Insured Person's responsibility.

**Sound Natural Tooth** – means a healthy unrepaired tooth or a tooth of which a major portion remains after restorative work. A Sound Natural Tooth is not carious, abscessed or defective. It does not include artificial items such as crowns or caps, braces or bands, jackets, inlays, bridges or dentures, which were installed before the date of the Injury. Repair or replacement of these items is not covered under this Policy.

**Specialist** – means a medical Physician whose practice is focused on a particular branch of medicine or Surgery (e.g., cardiologist).

**Specialty Drug** – means an FDA approved Prescription Drug that has been designated solely by us as a specialty drug due to special handling, storage, training, distribution requirements and/or management of therapy. Specialty Drugs may be Provider administered or a Self-Administered Prescription Drug.

**Subrogation** – means the substitution of one person in the place of another relative to a lawful claim or right. In a health plan this type of provision allows the plan to be substituted for the Insured Person in a case where the Insured Person takes legal action. Theoretically, a Subrogation provision permits the Insurer to take direct legal action against a responsible third party and, therefore, the Insurer could force the Insured Person to pursue legal remedies, although he/she may not have intended to do so.

Supply – means items deemed necessary for the Treatment of an Illness or Injury.

**Surgery/Surgical** – means the performance of generally accepted operative and cutting Procedures including specialized instrumentations, and other invasive Procedures.

**Symptoms** – means a sensation or feeling that the Insured Person may experience and consider not to be normal. Such feeling or sensation may be in the form of pain or change of bodily fluids.

**Terrorist Acts** – means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist Acts can include, but not be limited to, the actual use of force or violence and/ or the threat of such use. Furthermore, the perpetrators of Terrorist Acts can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).

**Therapeutic Services/Outpatient Rehabilitation** – means physical therapy, occupational therapy, speech therapy or oculomotor therapy.

Treatment – means medical care given to a patient for an Illness or Injury.

**Usual, Customary and Reasonable Charge** – Usual, Customary and Reasonable Charge (UCR) means reasonable medical expenses commonly charged in the applicable country for the specific Treatment received, in accordance with standard medical and generally accepted procedures in such country. We will pay for such Treatment costs in line with the appropriate fees in the location of Treatment and according to established clinical and medical practice. This is the limit on the amount we will pay and is also known as usual, customary and reasonable; customary and reasonable; reasonable or prevailing charge. UCR is for Treatment and Services related to the benefits shown in the section titled "What Your Plan Covers." UCR is derived from information compiled in a nationally-recognized database (for the service or supply in the geographic area where it is received) and fairly and accurately reflects the market rate; or the median amount negotiated with Participating Providers for the same services; or a percentage of a fee schedule developed by the Insurer that is based upon a methodology similar to a methodology utilized by Medicare (in the USA), or the applicable national social security fee schedules to determine the allowable fee for the same or similar service within the geographic market. Your Provider should advise you of the costs of the recommended Treatment or Procedure. If the costs of the Treatment or Procedure are likely to exceed Usual, Customary and Reasonable Charges, you should request a written estimate and contact WellAway before any Treatment or Procedure takes place.

**Waiting Period** – means the period of time beginning with the Policy Effective Date, during which limited or no benefits are available for particular Services.

# How Do I Make a Claim?

### What We Pay

You will be reimbursed for the Allowable Charges for Covered Services up to the Maximum Benefit amounts described in What Your Plan Covers. If you have Other Insurance, please refer to the *Coordination of Benefits* clause below.

### What to Do if You Have a Claim

In order to receive reimbursement under this Policy, you must submit to us a completed claim form and the supporting documents within **ninety (90) days** from the date of Service. Claims which are not submitted within 90 days from the date the Service was rendered will not be covered. The claim form is available on your member portal at <u>www.wellaway.com</u> or your claims portal through <u>payerfusion.com</u> or you may request the claim form by contacting a ConciergeCare Counselor at +1.855.773.7810 or e-mail: <u>Conciergecare@payerfusion.com</u>.

Please send us the following information with your completed claim form:

- 1. Claimant's name;
- 2. Physician's specialty;
- 3. Detailed description of Service rendered (office visits, Surgery, etc.);
- 4. Original itemized invoices with fees on Physician/Hospital letterhead. Invoice must include patient's full name, date of birth, Diagnosis (type of Illness), date of the visit, Treatment type, Physician's charges and acceptable proof of payment (credit card receipt);
- 5. In the case of hospitalization, you must attach the Hospital medical notes or reports, and our Pre- Authorization provided to you. Please ensure that your invoice details the cost of private or semi-private room; and
- 6. Type of Currency

Charges for which we are unable to determine liability because the Insured Person failed, within ninety (90) days, or as soon as reasonably possible to: a) authorize us to receive all the medical records and information we request; or b) provide us with information we requested regarding the circumstances of the claim or Other Insurance Plan will not be covered.

To receive reimbursement for a Prescription Drug, you will be required to provide the following:

- 1. Completed claim form;
- 2. Copy of Physician's prescription;
- 3. Prescription Drug invoice; and
- 4. Proof of payment.

Prescription medications must clearly provide the name of the patient, the price of the Drug, and prescription quantity.

To make a claim for an Accidental death or dismemberment, if such coverage is provided as stated in this Policy, you will be required to provide the following:

- 1. An official certificate of death, indicating date of birth of the Policyholder; and
- 2. A detailed medical report at the onset and course of the bodily Injury or Accident that resulted in the death or dismemberment. In the event of no medical Treatment, a medical or official certificate stating the cause and circumstances of death.

The Accidental Death or Dismemberment Claim form is available at <u>www.wellaway.com</u> or you may request the claim form by contacting a ConciergeCare Counselor at +1.855.773.7810 or e-mail: <u>Conciergecare@payerfusion.com</u>.

The Insurer will pay the benefit as soon as the validity of the claim for benefits has been reasonably satisfied. Expenses incurred in relation to the substantiation of a claim will not be the responsibility of the Insurer.

# Where to Submit Your Claim

You may submit your claim(s) via e-mail to <u>corpclaims@payerfusion.com</u>, courier, or by postal service. Mail your completed claim documents to:

PayerFusion Holdings, LLC 2100 Ponce de Leon Boulevard Mezzanine Level – Suite 200 Coral Gables, FL 33134

**Note:** We encourage you to keep copies of the invoices for your records. Copies of claims are accepted as long as the integrity of the document is not altered. However, we reserve the right to request original documents at our discretion. We will notify you, in writing, if the claim is denied or if additional information is necessary for the review and/or payment of the claim within the terms of this Policy. The claim will be paid at the exchange rate based on date of service.

### Services in the United States

In the United States, the Hospital or Provider may submit the claim directly to us and we will pay any Covered Expenses directly to the Provider or Hospital. You must present all health care Providers with a copy of your Identification Card. Your Provider will then contact us to verify Eligibility and the coverage provided under this Policy. You will only be responsible for: (i) expenses that are not covered by this Policy; (ii) any Cost Share amounts; (iii) any amounts in excess of Usual, Customary and Reasonable Charges; and (iv) any amounts in excess of the Maximum Benefit.

#### Note:

- 1. Your Providers must submit claims to us within **ninety (90) days** from the date of Service. No benefits will be paid for claims exceeding this time period.
- Medical claims submitted by Providers within the United States must be in CMS 1500 formats, or UB04 CMS formats. If you have already paid the Provider, you must submit your reimbursement pursuant to the guidelines set forth above. We will reimburse you in accordance with the terms of the Provider contract, if one exists.
- 3. In the event that you utilize a Non-Network Provider that has chosen to "opt-out" of billing an insurance company and did not provide you with a medical claim in CMS 1500 formats, or UB04 CMS formats, your claim will be deemed a non-reimbursable claim.

### **Claims Payment**

Whenever possible, we will settle the expenses directly with the Providers for Services rendered. When not possible, we will reimburse the Policyholder in accordance with the terms and conditions of this Policy. In the event the Policyholder is deceased, the Plan Administrator will pay any unpaid benefits to the spouse as named in the Application Form. If no spouse is named, any unpaid benefits will be paid to the deceased primary Insured Person's estate. In the event of a divorce, all payments are payable to the Policyholder unless a divorce decree or court order indicates otherwise.

#### Fraudulent/Unfounded Claims

If any claims presented under this Policy are in any respect fraudulent or unfounded, or if any fraudulent means or devices are used by the Insured Person or anyone acting on the Insured Person's behalf, such as misrepresentation on the Application Form, omissions of information or any attempts, through deceit, to obtain benefits for any person that otherwise would not be provided or payable, we will deny all benefits paid and/or payable in relation to that claim and all Premiums previously paid shall be forfeited and, if appropriate, recoverable. We will terminate the Policy as of the Policy Effective Date. We reserve the right to take legal action in order to seek compensation for any damage caused to us. You will be required to pay back any benefits that were unduly paid to you under this Policy.

### **Refusal to Accept Assignment**

Insurer reserves the right to make payment directly to the Insured Person and to refuse to honor an assignment of any claim to any person or party.

### **Release of Medical Records**

By applying for coverage, the Insured Person agrees on behalf of him/herself and his Dependent(s), to let any Physician, Hospital, pharmacy or Provider give us all medical information determined by us to be necessary, including a complete medical history and/or Diagnosis in order to validate a claim. We will keep the information confidential. Furthermore, by applying for coverage, the Insured Person authorizes the Insurer to furnish any and all records pertaining to such Insured Person, including complete Diagnosis and medical information, to an appropriate medical review board, utilization review board or organization and/or to any administrator or other insurance carrier for purposes of administration of this Policy. There may also be additional health information requests from the Insurer. The Plan Administrator will attempt to retrieve the medical records on behalf of the Insured Person; however, if these are not provided to us, it will be the responsibility of the Insured Person to provide the information in order to validate the claim. The claim will be closed with non-payment until the required information is provided to us. Expenses Incurred for such records will be at the sole expense of the Insured Person. The Insured Person has ninety (90) days from date he/she received Notification in writing requesting additional information to authenticate and validate a claim. If the information is not provided to the Plan Administrator within the allotted timeframe, the claim will be denied.

#### **Request for Reproduction of Records**

Medical information such as claims, invoices, explanation of benefits, and Pre-Authorizations are available free of charge by logging into your member portal at <u>www.wellaway.com</u>. Reproductions of claims or records requested by the Insured Person or his/her representative to the Insurer will have a fee payable prior to such being provided.

#### **Overpayments**

We may recover benefit payments made erroneously and may supply subsequent benefits otherwise payable to offset any overpayment. We reserve the right to deduct overpayments made in error to a Provider on behalf of an Insured Person from a Reimbursement claim. Deduction of an overpayment to an Insured Person will be properly documented on the explanation of benefits.

### **Right of Examination and Autopsy**

The Insurer and the Plan Administrator reserve the right, through our medical representatives, to examine any Insured Person whenever and as often as we may reasonably require within the duration of any claim. The Insured Person shall make available all medical reports and records, as well as requested health information questionnaires, and where required, shall sign all authorization forms necessary to give us a full and complete medical history. In the event of death, the Insurer and the Plan Administrator reserve the right to require an autopsy for the processing of a claim under this Policy. Failure to comply with this clause will result in the automatic denial of all related claims.

### **Coordination of Benefits**

When an Insured Person has coverage under an Other Insurance Plan, including, but not limited to, government programs, health insurance in your host country, an international insurance policy, worker's compensation insurance, automobile insurance (whether direct or third party), and/or disability coverage, and Services received are covered by any such policies/programs, benefits will be established under the guidelines below for this Policy to avoid duplication of available benefits. In no event will more than 100% of the Allowable Charges and/or Maximum Benefit for the Covered Services be paid or reimbursed. It is the duty of the Insured Person to inform us of all other coverages. The Insurer has full right of Subrogation. To determine the primary policy, the following guidelines will be used:

- If the Insured Person has health insurance in his/her host country (domestic) and an international policy, the domestic policy would be primary.
- If the Insured Person has two international policies, the policy which has been in effect with the longest effective date would be primary.
- If no other international policy is available and the Insured Person travels outside his/her Home Country, this Policy would be primary.

Note: If WellAway is unable to establish any of the guidelines above, this Policy will be secondary.

# Subrogation

When Insurer pays for expenses that were the result of alleged negligence, or which arise out of any claim or cause of action which may accrue against any third party responsible for Injury or death to the Insured Person, the Insurer has the right to equitable restitution and will advance benefits if the Insured Person agrees to the following:

- The Insured Person and his/her attorney, for the exclusive benefit of the Insurer, must hold any settlement received in trust.
- The Insured Person will reimburse the Insurer out of the Insured Person's recovery for all benefits paid by Insurer. Insurer will be reimbursed in full prior to the Insured Person receiving any monies recovered from any party or their insurer as a result of a judgment, settlement or otherwise. The duty and obligation to reimburse the Insurer also applies to any money the Insured Person receives from any underinsured or uninsured motorist policy of insurance. The Insured Person is obligated to repay the Insurer even if the Insured Person is not fully compensated or made whole from any money he/she receives. The Insured Person must include the Insurer's name as a co-payee on any settlement check. Insurer is paying benefits in reliance upon the Insured Person's agreement to the terms contained in this section of this Policy.
- Insurer has the right to the Insured Person's full cooperation in any case involving the alleged negligence of a third party. In such cases, the Insured Person is obligated to provide us with whatever information, assistance and records we may require to enforce our rights in this provision. The Insured Person further agrees that in the event that the Insurer has reason to believe that it may have a Subrogation lien, we may require the Insured Person to complete a Subrogation questionnaire, sign an acknowledgment of the Insurer's Subrogation rights and an agreement to provide ongoing information before the Plan Administrator pays, or continues payments of claims according to its terms and conditions. Upon receipt of the requested materials, the Insurer will commence or continue payments of claims according to its terms and conditions provided that said payment of claims in no way prejudices the Insurer's rights.
- The Insurer may, but is not obligated to, take any legal action it sees fit against the third party or the Insured Person, to recover the benefits Insurer has paid. The Insurer's exercise of this right will not affect the Insured Person's right to pursue other forms of recovery, unless the Insured Person and his/her legal representative consent otherwise.
- In the event that the Insurer determines that a Subrogation recovery exists, the Plan Administrator retains the right to
  employ the services of an attorney to recover money due to Insurer. The Insured Person agrees to cooperate with the
  attorney who is pursuing the Subrogation recovery. The compensation that the Plan Administrator's attorney receives
  will be paid directly from the dollars recovered for the Insurer.
- The Insurer specifically states that it has no duty or obligation to pay a fee to the Insured Person's attorney for the attorney's Services in making any recovery on behalf of the Insured Person.
- The Insured Person is obligated to inform their attorney of the Subrogation lien and to make no distributions from any settlement or judgment which will in any way result in the Insurer receiving less than the full amount of its lien without the written approval of the Plan Administrator.
- The Insured Person further agrees that he/she will not release any third party or their insurer without prior written approval from the Plan Administrator and will take no action which prejudices the Insurer's Subrogation rights.
- The Insured Person agrees to refrain from characterizing any settlement in any manner so as to avoid repayment of the Insurer's lien or right to Reimbursement.
- The Insurer retains discretionary authority to interpret this and all other Policy provisions and the discretionary authority to determine the amount of the lien.
- In the United States, the Insurer pays secondary to any and all personal insurance protection (PIP), medical payment to
  others (Med-Pay), no-fault coverage or governmental reimbursement programs, including, but not limited to, state crime
  victim compensation programs, which reimburse victims for crime-related expenses. The Insurer has no duty or
  obligation to pay any claims until PIP, Med-Pay, no-fault coverage or reimbursement to the Insured Person is
  exhausted. In the event that the Plan Administrator pays claims that should have been paid by PIP, Med-Pay, no-fault
  coverage or a state compensation program, the Insurer has a right of recovery from the insurance carrier or Insured
  Person, as applicable.

### **Excess Insurance**

No benefits are payable for any expense incurred for an Accident or Illness which has been paid or is payable by an Other Insurance Plan or governmental reimbursement programs. Benefits will only be paid under this Policy on the unpaid balances after the Other Insurance Plan has paid or the allowable reimbursement has been made.

# **Facility of Payment**

Whenever payments which should have been made by us are made by any other person, plan, or organization, we shall have the right, exercisable alone and in our sole discretion, to pay over to any such person, plan, or organization making such other payments, any amounts we shall determine to be required in order to satisfy our coverage obligations hereunder. Amounts so paid shall be deemed to be paid under this Policy and, to the extent of such payments, we shall be fully discharged from liability.

# **Claims Appeal Procedures**

Insurer will provide a written explanation of the reason if it denies, in whole or in part, a claim for benefits under this Policy. If there is any question about the settlement or denial of a claim, the Insured Person will have the right to request a full and fair review of that claim. The process is as follows:

- Within sixty (60) days of receiving a claim denial, the Insured Person must write to the Insurer or Plan Administrator stating the reasons for the appeal and any additional information to support the claim.
- The Insured Person must include in the appeal the following information: the Appeal Form, the Policy number, the Insured Person's name for whom the claim was made, the Provider, the amount of the claim, the date of service, and the date it was denied.
- The appeal will be reviewed and within an additional sixty (60) days of receiving the completed appeal documents, the Insurer or Plan Administrator will notify the Insured Person by mail of the final decision and the specific reason for the decision.
- You must send copies of all correspondence regarding claim appeals to our Plan Administrator.

# To File a Complaint

We aim to keep our customers satisfied; however, we understand that there are instances whereby we may not be able to meet your expectations. For a formal complaint, please contact us by post, telephone or e-mail.

WellAway Limited Victoria Place 31 Victoria Street, 5th Floor PO Box HM 1624 Hamilton, HM GX, Bermuda Phone: 1-441-296-0651 Email: <u>Conciergecare@wellaway.com</u> Website: <u>www.wellaway.com</u>

# **Our Contact Numbers**

For a ConciergeCare Counselor, to request Pre-Authorization, or to check on the status of a claim, we can be reached at the following numbers:

PayerFusion Holdings, LLC United States: +1-855-773-7810 International: +1-786-453-4008 (collect) or E-mail: <u>Conciergecare@payerfusion.com</u>

For Enrollment inquiries: <u>enrollment@wellaway.com</u> Phone: +1-441-296-0651