

Master Policy 231920-11

[ATLAS SERIES – ATLAS MEDEVAC]

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

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Article 1 - Insuring

Certain Underwriters at Lloyds, London (“Underwriters”) promise to provide the benefits described in this Master Policy. Underwriters makes this promise in consideration of the **assured’s** application, each **member’s** application, and the payment of premium.

WorldTrips is hereby recognized by Underwriters as the plan administrator. All communications, notices and payments shall be transmitted through **us**. Receipt by **us** shall be considered receipt by Underwriters.

Underwriters’s agreement is subject to all terms, conditions, provisions and exclusions of this Master Policy, including any exhibits, schedules, endorsements, or riders attached hereto.

WorldTrips

WorldTrips is a subsidiary of HCC Insurance Holdings, Inc., d/b/a Tokio Marine HCC. HCC Lloyd’s Syndicate 4141 is managed by HCC Underwriting Agency Ltd which is authorized by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Registered in England and Wales No. 04632146. Registered office: 1 Aldgate, London EC3N 1RE, United Kingdom. Lloyd’s is authorised as an insurer in Spain by the Spanish insurance regulatory authority (Dirección General de Seguros y Fondos de Pensiones) under reference L0017.

These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Article 2 - Important Notice and Disclaimer Concerning the United States Patient Protection And Affordable Care Act

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

Article 3 – Effective Date and Termination

This Master Policy is effective as of February 1, 2023 and shall remain in effect until January 31, 2024. Thereafter, this Master Policy may be renewed for successive 12-month periods. This Master Policy can be terminated at any time by either Underwriters or **us** giving at least 30 days advance written notice to the other

party. Such termination of the Master Policy will have no effect on **certificates** issued to **members** prior to the date of termination or on payments made or to be made by or to Underwriters under such **certificates**. No **certificates** will be issued after the date the Master Policy is terminated.

Article 4 - General Provisions

Entire Agreement

The Master Policy, including any exhibits, schedules, endorsements and/or riders attached hereto, constitutes the entire agreement between Underwriters and **us**. The **certificate** issued to the **member**, including the **member's** application and any exhibits, schedules, endorsements and/or riders attached thereto, is an outline of the insurance provided by this Master Policy. The **certificate** does not extend or change the insurance provided by the Master Policy. The insurance described in the **certificate** is subject to all terms, conditions, provisions and exclusions of the Master Policy, including any exhibits, schedules, endorsements and/or riders attached hereto.

Insolvency

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of **us** or any **member** shall not impose upon Underwriters any liability other than that specifically included in this insurance.

Currency

The monetary limits and premiums stated in the Master Policy and any **certificate** issued hereunder are in U.S. dollars.

Notice

Any notice to **you** shall be placed in the United States mail, postage prepaid, and addressed to **your** mailing address on file as of the date the notice is mailed. **You** are required to promptly notify **us** of any change in mailing address.

Data Protection

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

We will not disclose **your** personal information to third parties outside WorldTrips and **our** partners unless ordered to do so to comply with the law of the countries in which **we** do business or when complying with the legal process. You may review the WorldTrips privacy policy here: <https://www.worldtrips.com/about-worldtrips/privacy-policy>.

Rights of Third Parties

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

Law and Jurisdiction

No action of law or equity may be brought to recover benefits under this insurance until 60 days after the date the last claim was incurred during the **certificate period** or an applicable **benefit period**. No such action may be brought more than three (3) years after the date the last claim was incurred during the **certificate period** or an applicable **benefit period**. The validity, interpretation, and performance of this agreement shall be governed by and construed in accordance with the laws of Bermuda.

Arbitration Notice

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “ARBITRATION AND CLASS ACTION WAIVER” IN ARTICLE 10 BELOW, AND IF YOU DO NOT OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND THE WORLDTRIPS AND/OR THE UNDERWRITERS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

Article 5 – Conditions Precedent

The following are conditions precedent to Underwriter’s liability under this insurance:

Premium

1. Rates: Rates shall be as set forth in the exhibit attached hereto.
2. Payment: Payment of the required premium shall be remitted to Underwriters on or before the **member’s** certificate effective date or the continuation date (if applicable).
3. Premiums will be refunded in full if cancellation request is received prior to the certificate effective date.
4. Premiums may be refunded after the certificate effective date subject to the following provisions:
 - a. A \$25 cancellation fee will apply for administrative costs incurred by **us**; and
 - b. Only the prorated portion of the premium will be refunded; and
 - c. **You** cannot have filed any claims to be eligible for premium refund.
5. Premium is considered to be paid on the date the payment instrument is received by Underwriters, provided such instrument provides immediately available funds.

Misrepresentation and Fraud

1. Application:

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

2. Claims:

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

Waiver of Rights

Our failure to enforce or require compliance with any provision herein will not waive, modify or render such provision unenforceable at any other time, whether or not the circumstances are the same.

Trade Sanctions

This Master Policy does not apply to the extent any trade or economic sanctions, or other laws or regulations prohibit **us** from providing insurance, including, but not limited to, the payment of claims.

Article 6 - Member Eligibility, Certificate Effective & Termination Dates, Benefit Period, and Home Country Coverage

Eligibility

1. **Atlas MedEvac:** Non-U.S. Citizens who are at least fourteen (14) days of age and no more than the age of 50 years are eligible for coverage outside of their **home country**.
2. **Atlas MedEvac – Rescue Nurse Program:** U.S. and Non-U.S. Citizens who are at least 14 days of age and no more than the age of 80 years are eligible for coverage outside of their **home country**.

Certificate Effective Date

Insurance hereunder is effective on the later of:

1. The moment **we** receive application and correct premium if application and payment is made online or by fax; or

2. 12:01am U.S. Eastern Time on the date we receive application and correct premium if application and payment is made by mail; or
3. The moment **you** depart from **your home country**; or
4. d. 12:01am U.S. Eastern Time on the date requested on the application if correct premium is received.

Certificate Termination Date

Insurance hereunder terminates on the earlier of:

1. 11:59pm U.S. Eastern Time on the last day of the period for which premium has been paid; or
2. 11:59pm U.S. Eastern Time on the date requested on the application; or
3. The moment of arrival upon **your** return to **your home country**.

Coverage provided under this Master Policy is for a maximum duration of 365 days. Any extension is based upon the eligibility rules in force and is solely at **our** discretion.

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

Article 7 - Schedule of Benefits and Limits

All benefits are lifetime maximum.

Overall Maximum Limit	
Atlas MedEvac	\$75,000
Atlas MedEvac – Rescue Nurse Program	\$1,030,000
Deductible	\$0
BENEFIT	LIMIT
Emergency Medical Evacuation	
Atlas MedEvac	\$50,000
Atlas MedEvac – Rescue Nurse Program	\$1,000,000
Repatriation of Remains	\$25,000
Local Burial or Cremation	\$5,000

Article 8 - Claim Procedures

Claims Notification

All claims and related claim information, including a **proof of claim**, should be submitted to the Company at the contact information below, or online at <http://service.worldtrips.com> / as soon as possible.

Online: <http://service.worldtrips.com> /

WorldTrips
P.O. Box 2005
Farmington Hills, MI 48333
USA

Proof of Claim

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

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

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

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

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

Claims Cooperation

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

Access to Additional Materials

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

Other Insurance

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

Subrogation

You undertake to cooperate with **us** in the prosecution of any and all valid claims **you** may have against third parties arising out of any occurrence which results or may result in a loss payment by **us** and to account for any amounts recovered on the basis that **we** are entitled to recover first in full any sums paid by them before **you** share in any amount so recovered. Should **you** fail to prosecute any valid claims against third parties and **we** thereupon become liable to make payment under this insurance, then **we** shall be subrogated to all **your** rights. Any amount recovered **us** shall be used to pay the expenses of collection and reimburse **us** for any amount that **we** may have paid or become liable to pay under this insurance. Any remaining amounts shall be paid to **you**.

Right of Recovery

In the event of overpayment of any claim hereunder because:

1. all or some of the expenses were not paid for by **you** or on **your** behalf or were subsequently recovered by **you** or on **your** behalf; or
2. any **relative** of **you** or any person in **your** family, whether or not that person is or was a member, is repaid for all or some of those expenses by a source other than **us**; or
3. all or some of the expenses were not Eligible Expenses; or
4. all or some of the expenses were paid or reimbursed based on incorrect benefit application.

We have the right to recover the amount of overpayment from **you** and/or the **hospital, physician** or other provider of services or supplies. The amount of the recovery is the difference between:

1. the amount of expenses actually paid by **us**; and
2. the amount of expenses which should have been paid by **us**.

If **you** or the **hospital, physician** or other provider of services or supplies does not promptly make any such refund to **us**, we may, in addition to any other remedies available, either:

1. reduce the amount of any future claim that is otherwise eligible for payment hereunder, to the full extent of the refund due to **us**; or
2. cancel this **certificate** issued to **you** by giving 30 days advance written notice by mail to **your** last known address.

Claims Assistance

Every attempt will be made to help **you** understand the benefits provided by this insurance, however, any statement made by **our** employee will be deemed a representation and not a warranty. Actual benefit payment can only be determined at the time a claim is submitted and all facts are presented in writing. If a definite answer to a specific question is required, **you** can submit a written request, including all pertinent information and a statement from the attending **physician** (if applicable), and a written reply will be sent to **you** and kept on file.

Patient Advocacy

We may determine that a particular claim or diagnosis occurring under this insurance may be placed under the Patient Advocacy program to ensure that **medically necessary** services and supplies are provided in the most cost-effective manner. In the event **we** determine that a claim or diagnosis meets the Patient Advocacy program requirements, **we** will notify **you**, and a Patient Advocate will be assigned. Thereafter, the Patient Advocate may make recommendations of alternative treatment settings and/or procedures and/or supplies, which may be more cost effective for **us** and/or **you**. Such recommendations will be made with input from **you** and **your physician(s)** and will be made only when it can be reasonably demonstrated that the **medically necessary** services and supplies can be provided in a more cost-effective manner to **us** and/or **you**. **We** will use best efforts to evaluate and recommend alternative treatment settings and/or procedures and/or supplies, which can reasonably be expected to result in the same or better care for **you**. **You**, in accepting the recommendations, agree to hold **us** harmless and **we** shall not be held liable or otherwise responsible for any treatment, service, supply, procedure or care provided to **you** except for the payment of benefits under this insurance. After **you** have been notified that the claim or diagnosis meets the Patient Advocacy program requirements, **we** reserve the rights to:

1. Make payment for treatments, services and/or supplies which are not covered under this insurance which would be beneficial to **you** and cost effective to **us**; and
2. Deny payment for expenses which would otherwise be covered under this insurance which are over the amount **we** would have paid had **you** followed the recommendations of the Patient Advocacy program.

Article 9 – Appeals and Complaints

Appealing a Claim

In the event **we** deny all or part of a claim under this insurance, **you** may file a written appeal with **us**. The written appeal must include sufficient information to identify the claim under appeal and must specify the reason(s) for the appeal with supporting documentation, if applicable.

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

Online: <http://service.worldtrips.com/>
Email: appeals@worldtrips.com
Postal Mail: WorldTrips Appeals
P.O. Box 2058
Farmington Hills, MI 48333
USA

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

Please note that appealing a claim is not a requirement to following the complaints procedure detailed below.

Complaints Procedure

We are dedicated to providing a high-quality service and want to ensure that it is maintained at all times. If **you** feel that **we** or another party connected with this policy have not offered a first-class service please contact **us** and **we** will do our best to resolve the problem.

Please send your written complaint online, by email. or by postal mail at the following:

Online: <http://service.worldtrips.com/>
Email: appeals@worldtrips.com
Postal M: WorldTrips Appeals
P.O. Box 2058
Farmington Hills, MI 48333 USA

We will acknowledge receipt of **your** complaint promptly after receiving it.

If **you** are a UK citizen and **you** have not been given an answer within 8 (eight) weeks or should you remain dissatisfied, **you** may, refer **your** complaint to Lloyd's, who will investigate and assess **your** complaint. Lloyd's contact details are as follows:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Web: www.lloyds.com/complaints

This complaints procedure does not affect any legal right **you** have to take action. Once **you** have received **your** final response from Lloyd's, and if **you** are still not satisfied **you** can contact the Financial Ombudsman Service:

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London, E14 9SR
Phone: +44 (0) 20 7964 0500
Email: complaint.info@financial-ombudsman.org.uk

If you have purchased your policy online or by other electronic means within the European Union (EU) you may also make your complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Article 10 – Arbitration and Class Action Waiver

Excluding claims for injunctive or other equitable relief, any dispute or controversy between a Member and any of WorldTrips, Underwriters or their affiliates arising out of or relating to this Master Policy, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of this Master Policy, shall be resolved by final and binding arbitration pursuant to the Federal Arbitration Act and in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. Such claims shall be arbitrated on an individual basis only and the parties waive any right or authority for any claims to be resolved in a class, consolidated, representative, collective or private attorney general action or arbitration. Instructions regarding how to commence an arbitration are available on the JAMS website, located at <https://www.jamsadr.com>. The arbitration shall take place in Houston, Texas or at the option of the party seeking relief, by telephone, online, or via written submissions alone, and be administered by JAMS. The arbitral tribunal (“Tribunal”) shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The arbitration shall be conducted in the English language. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to determine arbitrability of any disputes arising out of or relating to this Master Policy. Nothing in this Section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney’s fees, to the prevailing party. This agreement to arbitrate does not apply to claims Members may have for medical malpractice against their medical providers.

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

Article 11 - Eligible Expenses

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

Emergency Medical Evacuation

YOU ARE COVERED FOR:

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

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

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

YOU ARE NOT COVERED IF:

1. The **illness** or **injury** giving rise to the expense is not covered under this insurance; or
2. **Medically necessary** treatment, services and supplies can be provided locally; or
3. For emergency air or ground transportation, If transportation by any other method would not result in the loss of **your** life or limb; or
4. Expenses are directly or indirectly from anything in the General Exclusions.

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

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

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

Repatriation of Remains

YOU ARE COVERED FOR:

1. Air or ground transportation of bodily remains or ashes to the airport or ground transportation terminal nearest **your** principal residence; and

2. Reasonable costs of preparation of the remains necessary for transportation.

YOU ARE NOT COVERED IF:

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

We are held harmless and shall not be held liable for loss of or any damage or other impairment to bodily remains incurred during the repatriation process or otherwise.

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

Local Burial or Cremation

YOU ARE COVERED FOR:

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

YOU ARE NOT COVERED IF:

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

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

Article 12 - Terrorism

YOU ARE COVERED FOR:

1. Eligible expenses for Emergency Medical Evacuation, Repatriation of Remains, or Local Burial or Cremation arising from an Act of Terrorism, up to the limits set forth in the Schedule of Benefits and Limits, provided all of the following conditions are met.

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

1. The **injury** or **illness** giving rise to the expense does not result from the use of any biological, chemical, **cyber**, radioactive or nuclear agent, material, device or weapon; and

2. **You** have no direct or indirect involvement in the Act of Terrorism; and
3. The Act of Terrorism is not in a country or location where the U.S. Department of State has issued a level 3 or higher travel advisory that has been in effect within the 60 days immediately prior to **your** date of arrival; and
4. **You** have not failed to depart a country or location within 10 days following the date a level 3 or higher travel advisory for that country or location is issued by the United States government.

YOU ARE NOT COVERED IF:

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

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

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

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

The following definitions apply to Terrorism:

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

Article 13 - General Exclusions

Expenses arising from the following Conditions, Treatments (includes Diagnoses, Tests, and Examinations), Services, Supplies, Acts, Omissions, and/or Events are excluded:

1. For persons who enroll in this plan while confined to a hospital, rehabilitation facility, long-term care facility, **extended care facility**, nursing, rest, or convalescent home, a place for the aged, a place providing mainly custodial, educational, or rehabilitative care, a hospice, or a facility mainly used for the treatment of substance or alcohol abuse, benefits attributed to injury or illness are not eligible until 30 days after discharge from the facility.
2. **Injury** sustained on an aircraft, whether commercial or private, while riding as a pilot, student pilot, operator, crew member, or flying any aircraft in connection with acrobatic or stunt flying, racing or endurance tests, rocket-propelled aircraft, crop dusting, seeding or spraying, firefighting, exploration, any form of hunting or herding, aerial photography, banner towing, or any experimental purpose.
3. **Injury** sustained while **you** are a passenger in any aircraft that does not have a current and valid airworthy certificate and/or an aircraft not piloted by a person who holds a valid certificate of competency of such aircraft.
4. All forms of cancer / neoplasm.
5. Intentional self-inflicted **injury** or **illness** and/or suicide or attempted suicide whether sane or insane.
6. **Injury** sustained that is due wholly or partially to the effects of intoxication or drugs other than drugs taken in accordance with treatment prescribed by a **physician** and except drugs prescribed for the treatment of substance abuse.
7. **Injury** sustained while operating any motorized vehicle, aircraft or watercraft whether registered or not while under the influence of alcohol as defined under the law of the jurisdiction where the **injury** occurs or with a .08 BAC whichever is lower.
8. Incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
9. **Investigational, experimental or for research** purposes.
10. Not **medically necessary**.
11. Provided by a **relative**, family member or any person who ordinarily resides with **you**.
12. Services provided at no cost to **you** or payable under any government system, including the Australian Medicare system.
13. Payable under Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law.
14. Charges resulting from or occurring during the commission of a violation of law, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations.
15. Any illness or injury incurred as a result of epidemics, pandemics, public health emergencies, natural disasters, or other disease outbreak conditions that may affect a person's health when, prior to your effective date, any of the following were issued:
 - a. The United States Centers for Disease Control & Prevention had issued a Warning/Alert Level 3 or higher for a location or destination, including common carriers; or
 - b. The United States Centers for Disease Control & Prevention had issued a Global or Worldwide Warning/Alert Level 3 or higher.

This exclusion is applicable when 1) any of the above were in effect within 60 days immediately prior to **your** effective date or 2) within 10 days following the date the alert/warning is issued **you** have failed to depart the country or location. This exclusion does not apply to charges resulting from COVID-19/SARS-CoV-2.
16. War, military action or while on duty as a member of a police or military force unit.
17. Travel or accommodations, unless arranged by **us**.

18. Incurred outside **your certificate period**.
19. Submitted to **us** for payment more than 60 days after the last day of the **certificate period**.
20. Complications or consequences of a treatment or condition not covered hereunder.
21. Not included as Eligible Expenses as described herein.

Article 14 - General Definitions

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

Assured means the The Atlas/International Citizen Group Insurance Trust, Hamilton, Bermuda.

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

Certificate Period means the period of time beginning on the date and time of the **certificate effective date** and ending on the date and time of the **certificate termination date**. The maximum certificate period is 365 days.

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

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

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

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

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

Hospital means an institution which operates as a **hospital** pursuant to law, and is licensed by the state or country in which it operates; and operates primarily for the reception, care and treatment of sick or injured persons as **inpatients**; and provides 24-hour nursing service by registered nurses on duty or call; and has a staff of one or more **physicians** available at all times; and provides organized facilities and equipment for diagnosis and treatment of acute medical conditions on its premises; and is not primarily a rehabilitation facility, long-term care facility, **extended care facility**, nursing, rest, **custodial care** or convalescent home, a place for the aged, drug addicts, alcoholics or runaways; or similar establishment.

Illness means a sickness, disorder, pathology, abnormality, ailment, disease or any other medical, physical or health condition. For purposes of this insurance, **illness** includes Complications of Pregnancy during the first 26 weeks of pregnancy. **Illness** does not include learning disabilities, attitudinal disorders or disciplinary problems.

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

Inpatient means a patient who occupies a hospital bed for more than 24 hours for medical treatment and whose admission was recommended by a **physician**, or a patient held for observation in a hospital for at least 12 hours.

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

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

Member means an individual who is covered under this insurance.

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

Physician means a Doctor of Medicine (MD), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatry (DPM), Doctor of Osteopathy (DO), a licensed Physical Therapist or Physiotherapist, and a Doctor of Psychiatry and a Doctor of Psychology (Psy.D). Physician also includes an Advanced Practice Registered Nurse (APRN), Certified Nurse Practitioner (CNP), Certified Registered Nurse Anesthetist (CRNA), Nurse Midwife or a Physician Assistant (PA) under the direction of a medical doctor. A physician must be currently licensed by the jurisdiction in which the services are provided, and the services must be within the scope of that license and covered under this Master Policy.

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

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

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

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

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

We/Us/Our means WorldTrips.