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5. All **sexually transmitted diseases** and conditions.
6. HIV, AIDS, or ARC, and all diseases caused by and/or related to HIV.
7. All forms of cancer / neoplasm.
8. Acne, moles, skin tags, diseases of sebaceous glands, seborrhea, sebaceous cyst, hypertrophic and atrophic conditions of skin, nevus.
9. Sleep apnea or other sleep disorders.
10. Obesity or weight modification, including but not limited to wiring of the teeth and all forms of intestinal bypass **surgery**.
11. Self-inflicted **injury** or **illness** and/or suicide or attempted suicide whether sane or insane.
12. **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.
13. **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 Blood Alcohol Content (BAC), whichever is lower.
14. **Routine medical examinations**, including but not limited to vaccinations, immunizations, annual check-ups, the issue of medical certificates and attestations, and examinations as to the suitability of employment or travel.
15. Dental treatment and treatment of the temporomandibular joint, except for emergency dental treatment necessary to replace sound natural teeth lost or damaged in an **accident** covered hereunder.
16. Promotion or prevention of conception including but not limited to: artificial insemination, treatment for infertility, sterilization or reversal of sterilization.
17. Organ or tissue transplants or related services.
18. Eye **surgery**, such as corrective refractory **surgery**, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.
19. Corrective devices and medical appliances, including eyeglasses, contact lenses, hearing aids, hearing implants, eye refraction, visual therapy, and any examination or fitting related to these devices, dentures or dental appliances, and all vision and hearing tests and examinations.
20. Orthoptics and visual eye training.
21. Orthopedic shoes, orthopedic prescription devices to be attached to or placed in shoes, treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions, and treatment of corns, calluses or toenails.
22. Hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed.
23. Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy, holistic care of any nature, massage and kinesiotherapy.
24. Psychometric, intelligence, competency, behavioral and educational testing.
25. Cosmetic or aesthetic reasons, except for reconstructive **surgery** when such **surgery** is directly related to and follows a **surgery** which was covered hereunder.
26. Modifications of the physical body intended to improve the psychological, mental or emotional well-being, including but not limited to sex-change **surgery**.
27. Exercise programs, whether or not prescribed or recommended by a **physician**.
28. Incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
29. Cryo preservation and implantation or re-implantation of living cells.

30. Genetic or predictive testing.
  31. **Investigational, experimental or for research** purposes.
  32. While confined primarily to receive **custodial care, educational or rehabilitative care**, or any medical treatment in any establishment for the care of the aged.
  33. **Not medically necessary.**
  34. Not administered by or under the supervision of a **physician**, and products that can be purchased without a doctor's prescription.
  35. Provided by a **relative**, family member or any person who ordinarily resides with **you**.
  36. Provided by **home nursing care**.
  37. Provided by a chiropractor.
  38. Provided at no cost to **you**.
  39. Telephone consultations or failure to keep a scheduled appointment.
  40. Payable under any government system, including the Australian Medicare system.
  41. Payable under Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law.
  42. Charges exceeding **usual, reasonable and customary**.
  43. 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.
  44. 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 6 months 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.
  45. War, military action or while on duty as a member of a police or military force unit.
  46. Travel or accommodations, except as provided for in the Local Ambulance, Emergency Medical Evacuation, and Repatriation of Remains sections of this insurance.
  47. Diagnosis, treatment, services, or supplies provided by Home Nursing Care.
  48. Incurred within **your home country**.
  49. Incurred outside **your certificate period**.
  50. Submitted to **us** for payment more than 60 days after the last day of the **certificate period**.
  51. When departure from the **home country** is to obtain treatment in the destination country/countries.
  52. Complications or consequences of a treatment or condition not covered hereunder.
  53. Not included as Eligible Expenses as described herein.
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# DEFINITIONS

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

**Accidental Death** means a sudden, unintentional and unexpected occurrence caused solely by external, visible means resulting in physical **injury to you** and **your** subsequent death. Death must occur within 30 days of the sudden, unintentional and unexpected occurrence and not be contributed to by **illness** or disease.

**Accidental Dismemberment** means a sudden, unintentional and unexpected occurrence caused solely by external, visible means and resulting in complete severance from the body of one or more limbs or eyes and not contributed to by illness or disease. For purposes of the Accidental Death and Dismemberment benefit, the term “limb” shall mean: the arm when the severance is at or above (toward the elbow) the wrist, or the leg when the severance is at or above (toward the knee) the ankle. Loss of eye(s) shall mean: complete, permanent, irrevocable loss of sight.

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

**Beneficiary** means the individual named in **your** application to be the recipient of any Accidental Death or Common Carrier Accidental Death benefit. If **you** do not designate a **beneficiary** on the application, the **beneficiary** is automatically as follows:

**Members** age 18 or older: 1. Spouse (if any), 2. Children (if any) equally, 3. **Your** estate.

**Members** under age 18: 1. Custodial Parent(s) (if any), 2. Siblings (if any) equally, 3. **Your** estate.

**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 364 days.

**Common Carrier** means an airplane, bus, train or watercraft operating for commercial purposes and carrying fare-paying passengers on regularly scheduled and published routes.

**Custodial Care** means that type of care or service, wherever furnished and by whatever name called, that is designed primarily to assist **you** in performing the activities of daily living. Custodial care also includes non-acute care for the comatose, semi-comatose, paralyzed or mentally incompetent patients.

**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 **injury** or **illness** before eligible expenses are paid.

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

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

**Emergency** 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.

**Home Health Care Agency** means a public or private agency or one of its subdivisions, which operates pursuant to law and is regularly engaged in providing home nursing care under the supervision of a registered nurse, and maintains a daily record on each patient, and provides each patient with a planned program of observation and treatment by a **physician**.

**Home Nursing Care** means services provided by a **home health care** agency and supervised by a registered nurse, which are directed toward the personal care of a patient, provided always that such care is provided in lieu of **medically necessary inpatient** care in a **hospital**.

**Hospital** 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, **illness**, pathology, abnormality, ailment, disease or any other medical, physical or health condition. **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**.

**Intensive Care Unit** means a cardiac care unit or other unit or area of a **hospital** that meets the required standards of the Joint Commission on Accreditation of Hospitals for Special Care Units.

**Investigational, Experimental or for Research Purposes** 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 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.

**Observation** means the use of a bed and periodic monitoring and/or short term treatment by a **hospital's** nursing or other staff. These services are considered reasonable and necessary to evaluate a patient's condition to determine the need for possible **inpatient** admission. Observation care provides a method of evaluation and treatment as an alternative to **inpatient** hospitalization. The services may be considered eligible for coverage only when provided under a **physician's** order or under the order of another person who is authorized by state statute and the **hospital's** by laws to admit patients and order outpatient testing. The observation services must be patient-specific and not part of a standard operating procedure or facility protocol for a given diagnosis or service.

**Outpatient** means a **member** who receives **medically necessary** treatment by a **physician** for **injury or illness** that does not require overnight stay in a **hospital**.

**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 (Psy.D) and a Doctor of Psychology (Ph.D.). Physician also includes a 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 step parent; biological or step child; current spouse; biological or stepsiblings; or parent, children, or sibling in law.

**Routine Medical Examinations** means and examination of the physical body by a **physician** for preventative or informative purposes only, and not for the diagnosis or treatment of any condition.

**Sexually Transmitted Diseases** means diseases including but not limited to syphilis, gonorrhea, chlamydiosis, trichomoniasis, genital herpes, and Human Papillomavirus (HPV).

**Specialist Physician** means a doctor of medicine (MD) who has completed the training for and has become certified in a specialty or sub-specialty of the medical arts. Specialist Physician does not include a Doctor of Chiropractic (DC), a Doctor of Psychiatry (PsyD) or Doctor of Psychology (PhD). 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.

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

**Surgery or Surgical Procedure** means an invasive diagnostic procedure or the treatment of **illness or injury** by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

**Urgent Care Center** means a U.S. medical facility separate from a **hospital** emergency department where ambulatory patients can be treated on a walk-in basis without an appointment and receive immediate, non-routine urgent care for an **injury** or **illness** presented on an episodic basis.

**Usual, Reasonable and Customary** means the lesser of the following:

1. One and a half times (150%) of the charges payable under the United States Medicare program, for claims incurred outside the PPO network within the U.S., or
2. Most common charge for similar services, medicines or supplies within the area in which the charge is incurred, so long as those charges are reasonable. What is defined as **usual, reasonable and customary** charges will be determined by **us**. In determining whether a charge is **usual, reasonable and customary**, **we** may consider one or more of the following factors: the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services; the severity or nature of the **illness** or **injury** being treated; the amount charged for the same or comparable services, medicines or supplies in the locality; the amount charged for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; such other factors **we**, in the reasonable exercise of discretion, determine are appropriate.

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

**We/Us/Our** means Tokio Marine HCC - Medical Insurance Services Group.