

Certificate of Insurance Global Individual Term Lifesm

- A. AGREEMENT: International Medical Insurance Group via Alstead Re, a segregated cell company (the Company) promises and agrees to provide the Insured Person with the benefits described in the Master Policy, as outlined herein and coverage for which is certified hereunder by the Company. The Company makes this promise and agreement in consideration of the Assured's Application, the accuracy and truthfulness of the Insured Person's Application and payment of Premium, and subject to all of the Terms of the Master Policy and including any Riders. The Master Policy is effective as of January 1, 2024, and shall remain in effect until terminated in accordance with CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF POLICY provision. This Certificate shall be effective as of the Effective Date of Coverage shown on the Declaration, and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSON provision. This Certificate is not part of the insurance contract. The contract is the Master Policy, the Application, and any applicable Riders. This Certificate is merely a description of and evidence of the Insured Person's rights and benefits under the contract. The Declaration likewise is evidence of the coverage under the contract and a statement of the Effective Date of Coverage, subject always to the terms of coverage contained within the contract. The Company hereby recognizes International Medical Group®, Inc., as the Company's authorized agent and representative, and as the Plan Administrator of the Master Policy and this Certificate. Subject to the CONDITIONS AND GENERAL PROVISIONS, SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT provision, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate shall be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company.
- B. <u>CONDITIONS AND GENERAL PROVISIONS</u>: The following Terms are conditions precedent to the Company's liability under the insurance provided to the Insured Person pursuant to and in accordance with the Terms of the Master Policy, as represented by this Certificate (such insurance being sometimes referred to herein as "this insurance" or "the plan"):
- (1) <u>ENTIRE AGREEMENT</u>: The Master Policy, including the Application, and any Riders, shall constitute the entire agreement among the Company, the Assured, and the Insured Person. This Certificate, including the Application, the Declaration, and any Riders, is an outline and evidence of the insurance provided by the Master Policy. This Certificate does not extend or change the coverage provided by the Master Policy. The insurance evidenced by this Certificate is subject to all Terms of the Master Policy, including the Application, and any Riders.
- (2) <u>PREMIUM</u>: Payment of required Premium shall be remitted to the Company on or before the Due Date(s) specified on the Declaration.
- (3) <u>PROOF OF CLAIM</u>: When the Company receives notice of a claim for benefits under this insurance from or on behalf of an Insured Person it will provide the claimant with Claimant's Statement and Authorization Forms ("Claim Forms") for filing Proof of Claim. The following items must be submitted by or on behalf of the Insured Person to be considered a complete Proof of Claim eligible for consideration of coverage under this insurance ("Proof of Claim"):
 - (a) a duly completed, timely submitted, and signed Claim Form and authorization for release of information; and
 - (b) a certified death certificate; and
 - (c) all relevant medical records, including autopsy, police, and investigating agency reports; and

The Insured Person, beneficiaries, legal representatives, and/or the Insured Person's estate shall have ninety (90) days from the date a claim is incurred to submit a complete Proof of Claim, and the Company at its option may pend resolution and adjudication of submitted claims and/or may deny coverage: for Proofs of Claim submitted thereafter; or for incomplete Proofs of Claim; and/or for failure to submit a Proof of Claim; provided, however, that the Company at its option may waive the requirements regarding submission of a new Claim Form for subsequent claims incurred by an Insured Person relating to a continuing Illness, Injury or other medical condition for which a properly completed and signed Claim Form has previously been submitted and received.

(4) <u>APPEALING A CLAIM</u>: In the event the Company denies all or part of a claim, the Insured Person shall have a maximum of two mandatory appeal levels to appeal the denial under which there will be a review of the claim and the determination. Insured Persons shall have sixty (60) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address within which to appeal the determination, and shall have the opportunity to submit written comments, documents, records, and other information relating to the claim. The Company's review will take into account all comments, documents, records, and other information submitted by the Insured Person relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. Insured Persons must file two (2) appeals of a claim denial prior to bringing any legal action under the contract of insurance. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable

investigation and/or review as set forth in this Certificate, and will respond in writing as soon as reasonably practicable, and in any event within ninety (90) days from receipt thereof.

(5) BENEFICIARY:

(a) Term Life Insurance: Upon receiving acceptable proof of death and documentation verifying the identity of the payee, the Company will pay the benefit owed in the following order (1) to the surviving beneficiary designated in writing by the Insured Person. If more than one beneficiary is designated and no order of preference is given, then all beneficiaries will share equally. If more than one beneficiary is listed within the same order of payment and no distributive share is indicated, then all beneficiaries will share equally; (2) to the Insured Person's closest surviving relative in the following order (a) spouse, (b) children, (c) issue of deceased children, (d) parent(s), (e) siblings, (f) issue of deceased siblings, (g) grandparents, (h) siblings of parents; (3) the Insured Person's estate; (4) to a claimant entitled to payment under applicable small estate affidavit laws.

In the event that the Insured Person and a beneficiary should die simultaneously or if there is no clear evidence as to which parties died first, it shall be presumed that the beneficiary shall have predeceased the Insured Person. If any beneficiary dies within five (5) days after the date the Insured Person died, the amount that would have been paid to the beneficiary will be treated as though that beneficiary had died before the Insured Person. This does not apply to any payment that is made to such beneficiary during the five (5) days following the Insured Person's death. Any payment made in good faith shall fully discharge the Company to the extent of such payment.

The Insured Person may change a beneficiary at any time by written request. The request must be signed, dated and filed through the Plan Administrator. The change will become effective as of the date the form was signed. However, the Company is not liable if benefits are paid to the previous beneficiary before the Plan Administrator receives the form. The Company reserves the right to require that any Beneficiary designation be acceptable to it.

- (b) Accidental Death: After receiving acceptable proof of Accidental Death, any benefits will be paid to the payee of the Term Life Insurance benefits.
- (c) **Dismemberment**: After receiving acceptable proof of Dismemberment, the Insured Person shall be the payee of any benefits for Dismemberment.
- (6) <u>PHYSICAL EXAMINATIONS AND AUTOPSY</u>: The Company has the right, at its expense, to have the Insured Person examined as often as reasonably necessary while a claim related to the Insured Person is pending. In the event of a Term Life Insurance or Accidental Death claim, the Company reserves the right to have an autopsy performed by a physician of the Company's choice and to request and receive any relevant records.
- (7) <u>ASSIGNMENT, CHANGE OR WAIVER</u>: Notwithstanding any law, statute, judicial decision, or rule to the contrary which may be or may purport to be otherwise applicable within the jurisdiction, locale or forum state of any healthcare or medical service provider, no transfer or assignment of any of the Insured Person's rights, benefits or interests under this insurance shall be valid, binding on, or enforceable against the Company unless first expressly agreed and consented to in writing by the Company. Any such purported transfer or assignment not in compliance with the foregoing Terms shall be void ab initio and without effect as against the Company, and the Company shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto. The Terms of the Master Policy as evidenced by this Certificate shall not be waived, modified or changed except by the express written agreement of the Company.
- (8) <u>SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT</u>: No action at law or in equity can be brought by an Insured Person to recover on the contract of insurance prior to the later of (1) expiration of the later of sixty (60) days after written Proof of Claim has been furnished in accordance with the contract of insurance or (2) exhaustion of two (2) appeals under the CONDITIONS AND GENERAL PROVISIONS, APPEALING A CLAIM provision above. No action at law or in equity can be brought after the expiration of three (3) years after the time written Proof of Claim is required to be furnished under the contract of insurance. The contract of insurance between the Insured Person and the Company as represented by the Master Policy and evidenced by this Certificate shall be deemed issued, finalized and made in Hamilton, Bermuda. Sole and exclusive jurisdiction and venue for any court action or administrative proceeding relating to this insurance shall be in Hamilton, Bermuda, for which the Insured Person expressly consents. The subjects, risks and benefits of insurance covered by the Master Policy and evidenced by this Certificate are not intended or considered by the Insured Person or the Company (or the Plan Administrator) to be resident, located, or to be performed in any particular jurisdiction. Bermuda law shall govern all rights and claims raised under this Certificate of Insurance.

In the event of the failure of the Company to provide benefits or pay or reimburse any amount claimed to be due under this insurance, the Company, at the request of the Insured Person and upon receipt of lawful process or summons, will submit to the jurisdiction of a court of competent subject matter jurisdiction located in Hamilton, Bermuda, provided there exists an independent statutory and constitutional basis for in personam jurisdiction over the Company in said court and by said forum. The Company and the Insured Person consent to personal jurisdiction and venue in the courts of Hamilton, Bermuda. All trials regarding any dispute under this insurance shall be exclusively presented to and determined solely by the court as the trier of fact, without a jury. The Company reserves the right, acting by and through the Plan Administrator, to initiate and pursue actions for declaratory judgment and/or other appropriate relief with respect to the validity, binding effect, administration of and/or any dispute or controversy arising under this insurance. In any suit instituted by or against the Company or the Insured Person pursuant to the Terms of this section, the Company and the Insured Person will abide by the final decision of such court or of any appellate court in the event of an appeal.

Nothing in this provision constitutes or should be deemed, considered or understood to constitute a waiver of the Company's rights to: (i) oppose venue, procedural and/or substantive choice of law, personal jurisdiction, or subject matter jurisdiction in any forum other than the courts of Hamilton, Bermuda, (ii) commence an action in any court of competent jurisdiction in or outside of Hamilton, Bermuda, or (iii) seek removal or transfer of a case to another court or forum as permitted by the laws of such forum or the laws of Bermuda or of any State in the United States, as applicable; all of which rights are expressly reserved and retained.

Subject to and without limiting, expanding, superseding, modifying or waiving any of the foregoing Terms contained in this provision pursuant to any statute of any jurisdiction which makes provision thereof, the Company hereby designates the Bermuda Monetary Authority (or such other officer specified for that purpose in the statute), or his successor or successors in office, as its true and lawful attorney, under a special power of attorney, upon whom may be served any lawful process issued in connection with the initiation of any action, suit or proceeding instituted by or on behalf of the Insured Person arising out of this insurance, including specifically the Bermuda Monetary Authority, 43 Victoria Street, Hamilton 12, Bermuda, and hereby designates and appoints Conyers Trust Company (Bermuda) Limited, as Trustee of the Global Medical Services Group Insurance Trust, Richmond House, 12 Par-La-Ville Road. Hamilton HM CX, Bermuda, as its attorney-in-fact and agent for service of process to whom said officer or Commissioner is authorized to mail or serve any such process or a true copy thereof.

- (9) <u>MISREPRESENTATION</u>: Any false representation, incomplete information, misleading statement, misstatement, omission, concealment or fraud, whether or not innocently made, either in the Insured Person's Application which forms a part of the Master Policy and this Certificate, or in relation to any claim form, statement, certification or warranty made by the Insured Person or his/her representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render the Declaration and this Certificate null and void and all claims and benefits under this insurance shall be forfeited and waived.
- (10) <u>INSOLVENCY</u>: The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of the Assured or any Insured Person shall not impose upon the Company any liability or obligation other than that specifically included in this insurance.
- (11) SUBROGATION CLAUSE: The Insured Person shall undertake to pursue in his/her own name and stead, and to fully cooperate with the Company in the pursuit and prosecution of, any and all valid claims that the Insured Person may have against any third party who may be liable or responsible for any loss or damage arising out of any act, omission or occurrence which results or may result in a loss payment, provision of benefits, or coverage of claim by the Company under this insurance, and to fully account to the Company for any amounts recovered or recoverable in connection therewith, on the basis that the Company shall be reimbursed and entitled to recover first in full for any sums paid or to be paid by it before the Insured Person shares in any amount so recovered. The Insured Person further agrees and understands that the Company requires the Insured Person to complete a subrogation questionnaire, sign an acknowledgment of the Company's Subrogation rights and sign an agreement before the Company considers paying, or continues to pay, any claims. Should the Insured Person fail to so cooperate, account, or to prosecute any valid claims against any such third party or parties, and the Company thereupon or otherwise becomes liable or otherwise obligated to make payment under the Terms of this insurance, then the Company shall be fully subrogated to all rights and interests of the Insured Person with respect thereto and may prosecute such claims in its own name as subrogee. The Insured Person's submission of Proof of Claim or acceptance of coverage or benefits under this insurance shall be deemed to constitute an authorization, consent and assignment of such subrogation rights by the Insured Person to the Company. The Insured Person agrees the Company has a secured proprietary interest in any settlement proceeds the Insured Person receives or may be entitled to receive. The Insured Person understands and agrees the Company is entitled to a constructive trust interest in the proceeds of any settlement or recovery. The Insured Person agrees to include the Company as a co- payee on any settlement check or check from any third party or insurer. The Insured Person agrees he/she will not release any party or their insured without prior written approval from the Company and will take no action which prejudices the Company's rights. The Insured Person is obligated to inform their legal representative of the Company's rights and lien and to make no distributions from any settlement or judgment which will in any way result in the Company receiving less than the full amount of its lien without the written approval of the Company. Any amount recovered by the Company in accordance with the foregoing shall first be used to pay in full the costs and expenses of collection incurred by the Company, including reasonable attorneys' fees, and for reimbursement to the Company for any amount that it may have paid or become liable to pay under this insurance. Any remaining amounts recovered shall be paid to the Insured Person or other persons lawfully entitled thereto, as applicable. In the event that the Insured Person receives any form or type of settlement and either fails or refuses to abide by the terms of this insurance contract, in addition to any other remedies the Company may have, the Company retains a right of equitable offset against future claims.
- (12) <u>CANCELLATION BY INSURED PERSON</u>: The Insured Person shall have fifteen (15) days from the Initial Effective Date of Coverage (the "Review Period") to review the benefits, conditions, limitations, exclusions and all other Terms of the Master Policy as evidenced and outlined by this Certificate. If not completely satisfied, the Insured Person may request cancellation of this insurance retroactive to the Initial Effective Date of Coverage by sending a written request to the Company and received by the Company within the Review Period, thereby qualifying to receive a full refund of Premium paid. Upon effectuation of such cancellation and refund, neither the Company nor the Insured Person shall have any further rights, liabilities or obligations under this insurance. After the Review Period, the Premium is fully earned and is non-refundable.
- (13)<u>APPLICABLE CURRENCY</u>: All benefit amounts, coverage, monetary limits and sub-limits, and other amounts stated in the Master Policy, the Application, the Declaration, this Certificate, and in any Riders, including Premium, are in USD (United States Dollars).

- (14) <u>COOPERATION</u>: The Insured Person and his/her Physicians, Hospitals and other healthcare and medical service providers and suppliers shall undertake to cooperate fully with the Company and the Plan Administrator in reviewing, investigating, adjudicating, considering an appeal of, and/or administering any claim for benefits under this insurance, including granting full right of access to all relevant, pertinent or related records, medical documentation, medical histories, reports, lab or test results, x-rays, and all other available evidence relating to or affecting the review, investigation, adjudication or administration of the claim. The Company at its own expense shall have the right and opportunity to examine all evidence related to a claim when and as often as it may reasonably require during the pendency of a claim hereunder and to request an autopsy in case of death where it is not forbidden by law. The Company at its option may suspend or pend adjudication of a claim, and/or may deny benefits and/or coverage for a claim, when there has been: (i) a refusal to so cooperate, (ii) an unreasonable delay in such cooperation, and/or (iii) any other act or omission on the part of the Insured Person and/or his/her healthcare providers which hinders, delays, impairs, or otherwise prejudices the performance of the Company's obligations under this insurance.
- (15)<u>CLAIM SETTLEMENT</u>: No healthcare or medical service provider or supplier, or any other third-party, shall have any direct or indirect interest, claim or right of action against the Company under this Certificate, the Declaration or the Master Policy, whether by purported assignment of benefits, subrogation of interests or otherwise, unless first expressly agreed and consented to in writing by the Company, and notwithstanding the Company's exercise or failure to exercise any option or discretion under this provision regarding the method of claim payment. No such provider, supplier or other third-party is intended to have or shall have any rights as a third-party beneficiary under this Certificate, the Declaration, or the Master Policy.
- (16) FRAUDULENT CLAIMS: A person who knowingly and with intent to defraud the Company files a statement of claim containing any false, incomplete, or misleading information commits a felony. If any claim or request for benefits under this insurance shall knowingly be in any respect false, incomplete, misleading, concealing, fraudulent or deceitful, or if the Insured Person or anyone acting for or on his/her behalf under this insurance knowingly uses any false, incomplete, misleading, concealing, fraudulent or deceitful statements regarding the Insured Person, the insurance contract and all coverage thereunder may be cancelled, voided, rescinded and terminated by the Company in its sole and absolute discretion, and the Company shall have no obligation or liability for any such benefits, coverage or claims.
- (17)<u>ARBITRATION</u>: No claim for benefits for which liability, eligibility, or coverage under this insurance has been denied in whole or in part by the Company nor any other dispute or controversy arising under or related to this insurance shall be arbitrable or subject to arbitration under any circumstances or for any reason.
- (18) <u>TERMINATION OF MASTER POLICY</u>: The Master Policy can be terminated at any time by either the Company or the Assured by giving at least thirty (30) days written notice to the other and to the Insured Person. Such termination will have no effect on this Certificate prior to the date of the termination, or on eligible coverage or benefits under this insurance accrued prior thereto. No additional Certificates will be issued or further Applications accepted for the plan after the date the Master Policy is terminated.
- (19) <u>TERMINATION OF COVERAGE FOR INSURED PERSONS</u>: Coverage and benefits for the Insured Person under this insurance will terminate effective at 12:01 AM, EST, on the earliest of the following dates:
 - (a) the next day following the end of the coverage period for which Premium has been fully and timely paid
 - (b) the termination date as shown on the Declaration for this Certificate
 - (c) the date the Master Policy is terminated pursuant to CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF MASTER POLICY provision
 - (d) the date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in this Certificate
 - (e) the <u>thirtieth (30th)</u> day after the Effective Date of this Certificate, if the Insured Person is not a citizen of the <u>United States</u> but is located in the <u>United States</u> at the time of Application and has not departed the <u>United States</u> prior to such <u>thirtieth 30th</u> day, unless the Insured_Person is not eligible for any other medical insurance plan which is available to individuals similarly situated and located in the United States and has provided the Company an Affidavit of Eligibility
 - (f) the date the Company, at its sole option, elects to cancel all insured persons of the same sex, age, class or geographic location as the Insured Person, provided the Company gives no less than thirty (30) days advance written notice by mail to the Insured Person's last known residence or mailing address of its intent to exercise such option
 - (g) the cancellation date specified by the Company pursuant to the CONDITIONS AND GENERAL PROVISIONS, CANCELLATION BY INSURED PERSON provision
 - (h) the next day following the maximum number of days shown in the SCHEDULE OF BENEFITS/LIMITS following the Initial Effective Date
 - (i) the date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances described in MISREPRESENTATION, OR FRAUDULENT CLAIMS or RIGHT OF RECOVERY subparagraphs of the CONDITIONS AND GENERAL PROVISIONS, or as otherwise permitted by the Terms of this insurance

Coverage for the Insured Person shall remain in full force and effect unless terminated pursuant to the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision, except as otherwise provided in the Master Policy, the Declaration, or this Certificate.

- (20) <u>RIGHT OF RECOVERY</u>: In the event of overpayment by the Company of any claim for benefits under this insurance, for any reason, including without limitation because:
 - (a) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance
 - (b) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance

The Company shall have the right to a refund of and to recover the amount of overpayment from the Insured Person, payee and/or the beneficiary(ies). For overpayment of claims, the amount of the refund and recovery shall be the difference between: (i) the amount actually paid by the Company; and (ii) the amount, if any, that should have been paid by the Company under the Terms of this insurance. For all other overpayments, the amount of the refund and recovery shall be the amount overpaid. If the Insured Person, payee, or beneficiaries do not promptly make any such refund to the Company, the Company may, in addition to any other rights or remedies available to it (all of which are reserved): (i) reduce or deduct from the amount of any future claim that is otherwise eligible for coverage or payment under this insurance, to the full extent of the refund due to the Company; and/or (ii) cancel this Certificate and all further coverage of the Insured Person under the Master Policy by giving thirty (30) days advance written notice by mail to the Insured Person at his/her last known residence or mailing address, and offset against the amount of any pro-rata refund of Premium due the Insured Person to the full extent of the refund due to the Company.

There are no cash values earned or accumulated during or after the Period of Insurance.

If an Insured Person's misstatement of age results in a lower Benefit, the Benefit will be adjusted according to the Insured Person's correct age.

- C. <u>SCHEDULE OF BENEFITS</u>: Subject to the Terms of this insurance and the insurance plan shown in the Declaration, the following insurance plans are available to the Insured Person and offer the following benefits and coverage while the insurance plan shown in the Declaration is in effect.
- (1) <u>Term Life Insurance</u>: The following amounts are payable based upon the attained age of Insured Person on the date of Death:

<u>Age</u>	Principal Sum (US\$)
31 days to 18	\$ 5,000
19-24	\$75,000
25-29	\$75,000
30-34	\$50,000
35-39	\$50,000
40-44	\$35,000
45-49	\$25,000
50-54	\$20,000
55-59	\$15,000
60-64	\$10,000
65-69	\$ 7,500
70+	N/A

- (2) <u>INDIVIDUALS APPROVED FOR SUPPLEMENTAL LIFE</u>: The additional benefit is the amount of the Principal Sum payable for Term Life Insurance. Note Supplemental Life is not available to individuals sixty-five (65) and older.
- (3) <u>ACCIDENTAL DEATH</u>: If the Insured Person has an Accident while insured under this policy which results in death, the Company will pay the Principal Sum if: (i) the death occurs within ninety (90) days from the date of the Accident; and (ii) the Company receives timely, acceptable proof of loss. The Insured Person's death must result, directly and independently of all other causes, from an Injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of Accidental drowning. The bodily injury must be the sole cause of death.
- (4) <u>DISMEMBERMENT</u>: If the Insured Person has an Accident while insured under the insurance plan which results in a loss identified below, the Company will pay the amount shown opposite the loss if: 1) the loss occurs within 90 days from the date of the Accident; and 2) the Company receives timely, acceptable proof of loss.

Accidental Loss of:	Percent of Principal Sum
Sight of one Eye	50%
One hand or one foot	50%
Accidental Loss of:	Percent of Principal Sum
One hand and the loss of sight of one eye	100%
One foot and the loss of sight of one eye	100%
One hand and one foot	100%
Both hands or both feet	100%
Sight of both eyes	100%

The maximum benefit payable for all dismemberment or losses resulting from any one (1) Accident or Injury shall not exceed the Principal Sum for Accidental Death. The loss of a hand or foot means the complete severance at or above the wrist or ankle joint. The loss of sight means the entire and irrecoverable loss of sight. The Insured Person's dismemberment must result, directly and independently of all other causes, from an Injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound. The bodily injury must be the sole cause of dismemberment.

- **D. <u>ELIGIBILITY</u>**: If an Insured Person is not eligible, this Certificate is void *ab initio* and all premium paid will be refunded. In order to be eligible and qualified for coverage under this insurance, a person must meet all of the following requirements:
- (1) be at all times covered by a valid and in force International Medical Group[®] medical insurance Certificate plans administered by the Plan Administrator
- (2) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's spouse and/or Child; and pay the required Premium on or before the Effective Date of Coverage
- (3) receive written acceptance of his/her Application or renewal from the Company
- (4) be at least thirty-one (31) days old but not yet seventy (70) years old
- (5) not be Hospitalized, Disabled or HIV+ on the Initial Effective Date
- E. <u>EFFECTIVE DATE</u>: The Effective Date is the date indicated on the Declaration. If the Insured Person is a United States Citizen, the Effective Date will be the latter of the following:
- (1) the Effective Date on the Declaration
- (2) the date the Insured Person initially departs the United States to reside abroad.
- F. <u>EXCLUSIONS</u>: All charges, costs, expenses and/or claims (collectively "Charges") incurred by the Insured Person and directly or indirectly relating to or arising or resulting from or in connection with any of the following acts, omissions, events, conditions, charges, consequences, claims, Treatment (including diagnoses, consultations, tests, examinations and evaluations related thereto), services and/or supplies are expressly excluded from coverage under this insurance, and the Company shall provide no benefits or reimbursements and shall have no liability or obligation for any coverage thereof or therefor:
- (1) <u>War; Military Action</u>: The Company shall not be liable for and will not provide coverage or benefits for any claim or Charges incurred with respect to any Illness, Injury, Death, Accidental Death, Dismemberment, or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising or incurred in connection with or as a result of any of the following acts or events (collectively, "Occurrences"):
 - (a) war, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not), or civil war
 - (b) mutiny, riot, strike, military or popular uprising, insurrection, rebellion, revolution, military or usurped power
 - (c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by violence of any type
 - (d) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege
 - (e) any use of radiological, chemical, nuclear or biological weapons or any other radiological, chemical, nuclear or biological events of any type (including in connection with an act of Terrorism)

Any claim, Charges, Illness, Injury, Death, Accidental Death, Dismemberment, or other consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise), whether or not directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to, or arising in connection with, any of the said Occurrences shall be deemed and considered to be consequences for which the Company shall not be liable under the Master Policy or this Certificate, except to the

extent that the Insured Person shall prove that such claim, Charges, Illness, Injury, Death, Accidental Death, Dismemberment, or other consequence happened independently of the existence of such abnormal conditions and/or Occurrences.

(2) <u>Terrorism</u>: The Company shall not be liable for and will not provide coverage or benefits for any claim or charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with any act of Terrorism.

Further, the Company shall not be liable for and will not provide any coverage or benefits under any circumstances for any claim, charges, Illness, Injury, Death, Accidental Death, Dismemberment, or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with the following:

- (a) the Insured Person's active and voluntary planning or coordination of or participation in any act of Terrorism; and/or_any act of Terrorism that takes place in a location, post, area, territory or country for which a Travel Warning was issued or in effect on or within six (6) months prior to the Insured Person's date of arrival in said location, post, area, territory or country
- (b) any act of Terrorism that takes place in a location, post, area, territory or country for which a Travel Warning becomes effective or is in effect on or after the Insured Person's date of arrival in said location, post, area, territory or country, and the Insured Person unreasonably fails or refuses to heed such warning and thereafter remains in said location, post, area, territory or country
- (3) any Death, Accidental Death, or Dismemberment, which does not occur during the Period of Insurance
- (4) Death, Accidental Death, or Dismemberment incurred by an Insured Person who was HIV+ on or before the Effective Date of this insurance relating to or arising or resulting directly or indirectly from HIV, AIDS virus, AIDS related Illness, ARC Syndrome, AIDS and/or any other Illness arising or resulting from any complications or consequences of any of the foregoing conditions; whether or not the Insured Person had knowledge of his/her HIV status prior to the Effective Date, and whether or not the loss was incurred in relation to or as a result of said status
- (5) any Death, Accidental Death, or Dismemberment sustained while taking part in: Amateur Athletics, Professional Athletics, or other athletic activity that is sponsored or sanctioned by the National Collegiate Athletic Association (and/or any other collegiate sanctioning or governing body), or the International Olympic Committee, and adventure sports and activities, including, without limitation the following (including any combination or derivative of the following): abseiling; mountaineering activities where specialized climbing equipment, ropes or guides are normally or reasonably should have been used; athletic or sporting activities (except for activities that are non-contact, non- collision and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes); aviation (except when travelling solely as a passenger in a commercial aircraft); BMX; BASE jumping; bobsledding; bungee jumping; canyoning; caving; hang gliding; heli-skiing; high diving; hot air ballooning; inline skating; jet skiing; jungle zip lining; kiteboarding; kayaking; luge; motocross (MOTO-X); mountain biking; parachuting; paragliding; parascending; rappelling; racing of any kind including without limitation by horse, motor, motorcycle, automobile, or any other motorized or non-motorized vehicle of any type or other means; rock climbing; any rodeo activity; ski jumping; sky diving; snow skiing except for recreational downhill and/or cross country snow skiing (provided that there is no coverage for any Illness of Injury sustained while skiing in violation of applicable laws, rules or regulations: away from prepared and marked in-bound territories: and/or against the advice of the local ski school or local authoritative body); snowboarding; snowmobiling; spelunking; surfing; trekking; whitewater rafting; windsurfing; wildlife safaris; and sub-agua pursuits involving underwater breathing apparatus below a depth of 30 meters. Practice or training in preparation for any excluded activity which results in Illness or Injury will be considered as activity while taking part in such activity
- (6) Death, Accidental Death, or Dismemberment resulting from any Illness or Injury sustained while participating in any sporting, recreational or adventure activity where such activity is undertaken against the advice or direction of any local authority or any qualified instructor or contrary to the rules, recommendations and procedures of a recognized governing body for the sport or activity
- (7) Death, Accidental Death, or Dismemberment resulting from any Illness or Injury sustained while participating in any activity where such activity is undertaken in disregard of or against the recommendations, Treatment programs, or medical advice of a Physician or other healthcare provider
- (8) Death, Accidental Death, or Dismemberment resulting from any Injury or Illness sustained as a result of being under the influence of or due wholly or partly to the effects of alcohol, liquor, intoxicating substance, narcotics or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician but not for the Treatment of Substance Abuse
- (9) Death, Accidental Death, or Dismemberment resulting from any Injury or Illness sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician. For purposes of this exclusion, "vehicle" shall include motorized devices regardless of whether or not a driver or operator license is required (including watercraft and aircraft) and non- motorized bicycles and scooters for which no permit or license is required
- (10) Willfully Self-Inflicted injury resulting in hospitalization, Death, Accidental Death, or Dismemberment, while sane or insane
- (11) Death, Accidental Death, or Dismemberment resulting from or occurring during the commission of a violation of law by the Insured Person, including, without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations

- (12) Death, Accidental Death, or Dismemberment as a result of the voluntary taking of any federally or state regulated substance, sedative, drug, or poison, or inhalation of any gas, unless taken or inhaled as prescribed or administered by a Physician and as indicated in the printed instructions
- (13) Death, Accidental Death, or Dismemberment within one hundred eighty (180) days of the initial Effective Date related to cardiovascular and/or pulmonary causes
- (14) Death, Accidental Death, or Dismemberment as a result of service in the armed forces of any country, including non-military units supporting such forces
- (15) Death, Accidental Death, or Dismemberment resulting from the criminal actions, aiding or abetting in unlawful killing, fraud, murder, causing suicide, or manslaughter by the beneficiary or payee entitled to benefits offered under the insurance plan. In these situations, any benefits payable may only be paid to those persons legally entitled to the property and determined as if that beneficiary or payee had died immediately before the decedent
- (16) Accidental Death or Dismemberment when the Insured Person's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following: a) bodily or mental infirmity, illness or disease or b) infection, other than infection occurring simultaneously with, and as a direct result of, the Accidental injury
- **G.** <u>DEFINITIONS</u>: Certain words and phrases used in this Certificate are defined below. Other words and phrases may be defined elsewhere in this Certificate, including where they are first used.

Accident/Accidental: An Unexpected occurrence caused by external, visible means and resulting in physical Injury to the Insured Person.

AIDS: Acquired Immune Deficiency Syndrome, as that term is defined by the United States Centers for Disease Control.

<u>Amateur Athletics</u>: An amateur or other non-professional sporting, recreational, or athletic activity that is organized, sponsored and/or sanctioned, and/or involves regular or scheduled practices, games and/or competitions. Amateur Athletics do not include athletic activities that are non-organized, non-contact, non-collision, and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes.

Application: The fully answered and signed individual or Family Application/enrollment form submitted by or on behalf of the Insured Person for acceptance into the insurance plan, which Application shall be incorporated in and become part of the Master Policy and this Certificate and the insurance contract. Any insurance agent/broker or other person or entity assigned to, soliciting, or assisting with the Application is the agent and representative of the applicant/Insured Person and is not and shall not be deemed or considered as an agent or representative for or on behalf of the Company or the Plan Administrator.

ARC: AIDS related complex, as that term is defined by the United States Centers for Disease Control.

<u>Assured</u>: Conyers Trust Company (Bermuda) Limited, as Trustee of the Global Life Insurance Services Group Insurance Trust, Bank of Bermuda, Richmond House, 12 Par-La-Ville Road, Hamilton, HM CX, Bermuda.

<u>Certificate</u>: This document, including any Riders, as issued to the Insured Person, which describes and provides an outline and evidence of eligible insurance coverage and benefits payable to or for the benefit of the Insured Person under the Master Policy. The Application is incorporated herein by this reference and made a part hereof.

Child; Children: An Insured Person who is at least thirty-one (31) days old but less than nineteen (19) years of age.

<u>Company</u>: The Company, as referred to in the Master Policy and this Certificate, is International Medical Insurance Group via Alstead Re, a segregated cell company. This insurance and its risks are underwritten by the Company as the insurer and carrier, and the Company is solely obligated and liable for the coverage and benefits provided by this insurance.

Declaration: The Declaration of Insurance issued by the Plan Administrator for and on behalf of the Company to the Insured Person contemporaneously with this Certificate evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate.

Dependent: A Child who meets all of the following conditions is: (a) under age nineteen (19) at the end of the Period of Coverage and younger than the Insured Person (or spouse if filing jointly), (b) under age twenty-six (26) at the end of the Period of Coverage, a Full-time student, and younger than the Insured Person (or spouse if filing jointly), or (c) any age if Totally Disabled and such incapacity occurred prior to attaining nineteen (19) years of age or while a covered Dependent under this plan of insurance. The Child must have lived with the Insured Person for more than half of the year, the Child must not have provided more than half of his or her own support for the year, and the Child does not plan on filing or did not file a joint return for any tax year (unless that joint return is filed only to claim a refund of withheld income tax or estimated tax paid). Proof of eligibility must be furnished upon request to the Company, or its designee at the beginning of the Period of Coverage, and additional proof may be required to show eligibility for coverage. The term "Dependent" excludes an individual for whom an exemption cannot be claimed on the Insured Person's federal tax return; any person on active military duty or who is eligible for military medical care benefits; and/or any person who is also an Insured Person.

Disabled: A person who has a congenital or acquired mental or physical defect that interferes with normal functioning of the body system or the ability to be self-sufficient.

Educational Institution: An accredited college or university, trade, mechanical, or other secondary educational institution.

<u>Effective Date; Effective Date of Coverage</u>: The date coverage for the Insured Person begins under the Terms of the Master Policy as evidenced by this Certificate, as indicated on the Declaration.

EST: United States Eastern Standard Time.

Family: An Insured Person, his/her Spouse who is covered as an Insured Person under the insurance plan, and his/her Dependent or Dependents who are covered as Insured Persons under the insurance plan.

Full-Time Student: A person who is enrolled in a program that leads to a degree, certificate, or other recognized educational credential and regularly attends an Educational Institution for the minimum number of credit hours required by the Education Institution in order to maintain a full-time student status. On-the-job training courses, correspondence schools, or schools offering courses only through the internet do not qualify as an Education Institution.

<u>Governing Body or Authority</u>: A nationally-recognized controlling organization for a sport or activity or an organization that provides guidelines and recommendations in safety practices for a sport or activity.

HIV: Human Immunodeficiency Virus, as that term is defined by the United States Centers of Disease Control.

<u>HIV</u>+: Laboratory evidence defined by the United States Centers for Disease Control as being positive for Human Immunodeficiency Virus infection.

Home Country: For U.S. citizens, the Home Country is the United States. For non-U.S. citizens, the Home Country is the country of which the Insured Person is a citizen or national; including any country where the Insured Person maintains his/her primary residence or usual place of abode and any country of which the Insured Person pays income taxes or is the possessor of a validly issued passport. In the event there is more than one (1) Home Country under the above-listed criteria or the person has dual citizenship, the Home Country is the country meeting the above-listed criteria and listed by the Insured Person as his or her country of residence on the Application.

<u>Hospital</u>: 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 twenty-four (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, surgical or mental/nervous conditions on its premises; and is not primarily a long-term care facility, Extended Care Facility, nursing, rest, Custodial Care, or convalescent home, a place for the aged, drug addicts or abusers, alcoholics or runaways; or similar establishment.

Hospitalized: Confined and/or treated in a Hospital as an Inpatient.

Illness: A sickness, disorder, illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition. Provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one Illness. Further, if a subsequent Illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness.

Injury: Bodily injury resulting or arising directly from an Accident. All Injuries resulting or arising from the same Accident shall be deemed to be one Injury.

Inpatient: A person who has been admitted to and charged by a Hospital for bed occupancy for purposes of receiving inpatient hospital services. Generally, a patient is considered an inpatient if billed by the Hospital for Charges as an inpatient, and formally admitted as an inpatient with the expectation he will occupy a bed and (1) remain at least overnight or (2) is expected to need hospital care for twenty-four (24) hours or more.

Insured Person: The person named as the Insured Person on the Declaration.

Master Policy: The applicable Master Policy for issued by the Company to the Assured, and under which insurance coverage and benefits are provided by the Company to the Insured Person, subject to the Terms thereof, and as outlined and evidenced by this Certificate and subject to the Terms hereof. The Company, as insurance carrier and underwriter of the Master Policy, is solely liable and responsible for the coverage and benefits provided thereunder.

Maximum Limit: The cumulative total dollar amount of benefit payments and/or reimbursements available to an Insured Person under this insurance. When the Maximum Limit is reached, no further benefits, reimbursements or payments will be available under this insurance.

<u>Mental or Nervous Disorders</u>: Any mental, nervous, or emotional Illness which generally denotes an Illness of the brain with predominant behavioral symptoms; or an Illness of the mind or personality, evidenced by abnormal behavior; or an Illness or disorder of conduct evidenced by socially deviant behavior. Mental or Nervous Disorders include without limitation: psychosis; depression; schizophrenia; bipolar affective disorder; learning disabilities and attitudinal or disciplinary problems; any disease or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder in the current edition of the International Classification of Diseases as published by the U.S. Department of Health and Human Services; and those psychiatric and other mental Illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders published by the American Psychiatric Association. For purposes of this insurance, Mental or Nervous Disorder does include Substance Abuse.

Period of Coverage: The period beginning on the Effective Date of Coverage of this Certificate and ending on the earliest of the following dates: (a) the termination date specified in the Declaration, or (b) the termination date as determined in accordance with the CONDITIONS AND GENERAL PROVISIONS, TERMINATION OF COVERAGE FOR INSURED PERSONS provision. The Period of Coverage can be no more than number of days shown in the SCHEDULE OF BENEFITS/LIMITS.

<u>Physician</u>: A duly educated, trained and licensed practitioner of the medical arts. A Physician must be currently and appropriately licensed by the state or country in which the services are provided, and the services must be within the scope of that license, training, experience, competence, and health professions standards of practice.

Plan Administrator: The Plan Administrator for this insurance is International Medical Group®, Inc., 9200 Keystone Crossing, Suite 800, Indianapolis, Indiana, 46240, Telephone Number 317/655-4500, or 1-800-628-4664, Fax Number 317/655-4505, Website: http://www.imglobal.com, Email: insurance@imglobal.com. As the Plan Administrator, International Medical Group, Inc., acts solely as the disclosed and authorized agent and representative for and on behalf of the Company, and does not have, and shall not be deemed, considered or alleged to have any, direct, indirect, joint, several, separate, individual, or independent liability, responsibility or obligation of any kind under the Master Policy, the Declaration, or this Certificate to the Insured Person or to any other person or entity, including without limitation to any Physician, Hospital, Extended Care Facility, Home Health Care Agency, or any other health care or medical service provider or supplier.

<u>Premium</u>: The premium payments required to effectuate and maintain the Insured Person's insurance coverage and benefits under this insurance, in the amounts and at the times ("Due Dates") established by the Company in its sole discretion from time to time.

Professional Athletics: A sport activity, including practice, preparation, and actual sporting events, for any individual or <u>organized</u> team that is a member of a recognized professional sports organization, is directly supported or sponsored by a professional team or professional sports organization, is a member of a playing league that is directly supported or sponsored by a professional team or professional sports organization; or has any athlete_receiving for his or her participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

<u>Registered Nurse</u>: A graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his or her name.

<u>Rider</u>: Any exhibit, schedule, attachment, amendment, endorsement, Rider or other document attached to, issued in connection with, or otherwise expressly made a part of or applicable to, the Master Policy, this Certificate, the Declaration, or the Application, as the case may be.

<u>Self-inflicted</u>: Action or inaction by the Insured Person that the Insured Person consciously understands will or may cause or contribute, directly or indirectly, to his or her personal Injury or Illness. Self-inflicted specifically includes failure of an Insured Person to follow his or her doctor's orders, complete prescriptions as directed, or follow any health care protocol or procedures designed to return or maintain his or her health.

Spouse: An Insured Person's 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 where the parties' ceremony was performed.

Substance Abuse: Alcohol, drug or chemical abuse, misuse, illegal use, overuse or dependency.

Surgery or Surgical Procedure: An invasive diagnostic or surgical 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.

Terms: Terms, provisions, conditions, definitions, deductibles, coinsurance, limits, sub-limits, limitations, wordings, restrictions, requirements, qualifications and/or exclusions.

Terrorism: Criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provide a state of terror in the general public or in a group of persons or particular persons, intimidate a population, or compel a government of international organization to do or to abstain from doing an act.

<u>Totally Disabled/Total Disability</u>: The inability, due to Illness or Injury, of an individual to work or earn income. The medical condition must significantly limit the ability to do basic work activities, prevent the individual from being able to do the work he or she did before the Illness or Injury, or prevent the individual from being able to do other work. With respect to children, it is the inability, due to Illness or Injury, to engage in any substantial gainful activity because of a physical or mental condition. A qualified Physician

must certify that the child's condition has lasted or can be expected to last continuously thru the end of the Period of Coverage or more, or that the condition can be expected to result in death.

Travel Warning: Published statement or web-site document issued by the United States Department of State, Bureau of Consular Affairs, Centers for Disease Control and Prevention, United Nations, World Health Organization, or similar government or nongovernmental agency of the Insured Person's Home Country, warning that travel to specific identified countries, regions, or locations is hazardous and is notadvised.

<u>Treated: Treatment</u>: Any and all undertakings, services and/or procedures rendered or employed with respect to the management and/or care of an Insured Person for the purpose of identifying, testing for, analyzing, diagnosing, treating, curing, resolving, preventing, monitoring, attending to, caring for, controlling and/or combating any Illness or Injury or the symptoms or manifestations thereof, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic or laboratory testing or evaluation of any kind, pharmacotherapy or other medication, and/or Surgery.

<u>Unexpected</u>: Sudden, unintentional, not expected, and unforeseen.