# **GeoBlue Medical Evacuation & Repatriation**

Issued Under Group Certificate Number:	4ELI-2661-23
Held By	Fisher College ("Member")
Effective Date:	August 1, 2023
Coverage Year:	August 1, 2023 – July 31, 2024

This Individual Certificate describes the main features of the insurance. It does not waive or alter any of the terms of the Policy(s) or the Group Certificate issued to the Member identified above. If questions arise, the Policy(s) or, if it is silent, the Group Certificate, will govern. The Group Certificate is issued by 4 Ever Life International Limited through a Master Policy issued to the Global Citizens Association, of which the above named Member is a member.

THIS IS NOT QUALIFYING HEALTH COVERAGE ("MINIMUM ESSENTIAL COVERAGE") THAT SATISFIES THE HEALTH COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF YOU DON'T HAVE MINIMUM ESSENTIAL COVERAGE, YOU MAY OWE AN ADDITIONAL PAYMENT WITH YOUR TAXES.

THE POLICY(S), THE GROUP CERTIFICATE, AND THIS INDIVIDUAL CERTIFICATE ARE ISSUED ON A NON-ADMITTED OR SURPLUS LINE BASIS. THIS MEANS THAT THE TERMS AND CONDITIONS MAY NOT COMPLY WITH STATE INSURANCE LAWS OR REGULATIONS GOVERNING LICENSED AND ADMITTED INSURERS, AND THAT THE INABILITY OF 4 EVER LIFE INTERNAL LIMITED TO PAY CLAIMS IS NOT COVERED BY THE INSURANCE GUARANTY FUNDS OF THE DISTRICT OF COLUMBIA OR OTHER JURISDICTIONS IN THE UNITED STATES OF AMERICA.

PRESIDENT

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#### SECTION 1 ELIGIBLE CLASSES

This is a Blanket Accident and Sickness Plan, and all of the Member's Participants who meet the eligibility requirements of the classes listed below, are eligible to be covered under this plan Effective Date, or the date he or she becomes eligible, or completes an application if required, if later, as long as the Member has paid the required premium.

The Classes eligible for coverage available under this Certificate are shown below. The coverages applicable to a Member's Participants are as shown in the Schedule of Benefits in the copy of the sample Individual Certificate attached to the Member's Group Certificate.

X Class I: Individuals and their Dependents covered under the Member's Blue Cross Blue Shield of Massachusetts Student Health plan covering students at Fisher College who have been validly enrolled and meet the eligibility requirements as specified by the Member.

The Insurer maintains its right to investigate eligibility or student status and attendance records to verify that the eligibility requirements have been met. If the Insurer discovers that the eligibility requirements have not been met, that person is not entitled to benefits under this plan.

Persons for whom coverage is prohibited under applicable law will not be considered eligible under this plan.

All benefits and limits are stated per Covered Person.

### SECTION 2 BENEFIT PROVISIONS

#### AVAILABILITY

Benefits and services described in this certificate are available when:

- U.S. Students studying or located outside of the United States: services described in this Certificate are available when You are outside of your Home Country and at least 100 miles from your Primary Residence.
- U.S. Students studying inside the United States: services described in this Certificate are available when You are at least 100 miles from your Primary Residence.
- Foreign national students studying in the United States services described in this Certificate are available whenever You are outside of your Home Country.

#### **COVERAGE AREA**

Benefits and services under this certificate are available in the following locations:

- Inside the United States
- Any country outside of the United States, other than if a foreign national student, when that student is inside their Home Country.

We shall not be liable for failure to provide services and/or delays caused by acts of God, strikes, or conditions beyond its control, including but not limited to, flight conditions or situations where the rendering of services is prohibited or delayed by local laws, regulators or regulatory agencies. In addition, We shall be under no obligation to provide the services described to Covered Persons located in areas that We determine present a risk of war (whether declared or undeclared, civil or other hostilities) or where political conditions make the provision of such services impossible or reasonably impracticable. We shall notify the Covered Person of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

Note: whenever coverage provided under this Plan would be in violation of any U.S. economic or trade sanctions, such coverage shall be null and void.

### SECTION 3 SCHEDULE OF BENEFITS

EMERGENCY MEDICAL TRANSPORTATION SERVICES	COVERAGE LIMITATIONS	
MEDICAL EVACUATION & REPATRIATION	Up to \$1,000,000 per Policy Year	
REPATRIATION OF MORTAL REMAINS	Up to \$100,000 per Policy Year	
OTHER ASSISTANCE SERVICES	COVERAGE LIMITATIONS	
EMERGENCY FAMILY TRAVEL ARRANGEMENTS	Up to \$5,000 per Policy Year	
EMERGENCY FAMILY REUNION ARRANGEMENTS	Up to \$10,000 per Policy Year	
ACCIDENTAL DEATH & DISMEMBERMENT		
Maximum Limit per Covered Person	Principle Sum Up to: \$10,000	
Catastrophic Limitation	\$1,000,000	

### SECTION 4 BENEFITS DESCRIPTIONS

# **Emergency Medical Transportation Services**

### **Emergency Evacuation**

If You suffer from an acute or life-threating Accident or Sickness, and the medical facility You are currently in is not adequate to treat you in the opinion of the local attending Legally Qualified Physician in consultation with Our or Our Designee's Medical Director, We will coordinate and pay for transportation to the nearest medical facility only if the facility is capable of providing adequate care under medical supervision if necessary, up to the Maximum Limit shown in the Schedule of Benefits. The determination of whether a medical condition constitutes an emergency and whether area facilities are capable of providing adequate medical care shall be made by physicians designated by Us after consultation with the attending physician on the Covered Person's medical conditions. The decision of these designated physicians shall be conclusive in determining the need for medical evacuation services.

#### Repatriation

If, following stabilization, when medically necessary and deemed appropriate by Our or Our designee's medical director, we determine that it is in the best medical or psychological welfare of the student, We will pay for **one** of the following:

- 1. You will be transferred to your Primary Residence; or
- 2. You will be transferred back to your school campus location; or
- 3. You will be transferred back to your original location or the location from which you were evacuated via a one-way economy airfare.

If Your transportation is deemed to require medical supervision a qualified medical attendant will escort you. Additionally, if We and/or Our designee, determines a mode of transport other than economy class seating on a commercial aircraft is required, We or Our designee will arrange accordingly and such will be covered by Us. Transportation shall not be considered Medically Necessary if We or Our designee's medical director determines that the Covered Person can continue his/her trip or can use the original transportation arrangements that he/she purchased.

**Transportation due to Felonious Assault**: If You are the victim of a Felonious Assault while covered under this Certificate and You no longer can complete Your trip or program, subject to verification by the Administrator, We will pay for You to return home from Your current location to Your Primary Residence. Your return home will be via the most direct and economical means possible, less any refundable return ticket fees available to You.

**Return of Dependent Children:** If the Covered Person has minor children who are left unattended as a result of your injury, illness or medical evacuation, We or Our designee will arrange and pay for the cost of economy class one-way airfares, and the services of a non-medical escort if needed, up to the Maximum Limit shown in the Schedule of Benefits, for the transportation of such minor children to Your Home Country or place of residence or point of origin. Benefits will not be payable unless We (or Our designee) authorized in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Us or Our designee.

### General Conditions Applicable to all Emergency Transportation Benefits and Arrangements

All transportation arrangement must be made by the most direct and economical route and conveyance possible and may not exceed the Usual and Customary Charges for similar transportation in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider or designee) authorized in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider or designee.

Benefit is subject to the limitations, terms and conditions contained herein and as determined by Our medical personnel in accordance with local and U.S. authorities.

# **Repatriation of Mortal Remains**

If a Covered Person dies while covered under this Plan, We will pay the necessary expenses actually incurred, up to the Maximum Limit shown in the Schedule of Benefits, for the preparation of the body for burial, or the cremation, and for the transportation of the remains to the Covered Person's residence or place of burial. This benefit covers:

- Expenses for embalming or cremating of the remains.
- The minimally necessary casket or air tray required by the transporting airline.
- Domestic and International paperwork fees, including up to 3 copies of a death certificate.
- Transportation of the remains to Your place of residence or place of burial.
- Air Travel Expenses in economy class, up to a maximum of \$2,500, for an Immediate Family Member or a companion who is traveling with the Covered Person to join the Covered Person's body during the repatriation to the Covered Person's place of residence or place of burial.

This benefit does not provided coverage for expenses not listed including expenses for urns, caskets, coffins (beyond the minimally necessary casket or air tray required for transportation), burial or funeral expenses.

We will not pay any claims under this provision unless the expense has been approved by Us or Our designee before the body is prepared for transportation.

All transportation arrangement must be made by the most direct and economical route and conveyance possible and many not exceed the Usual and Customary Charges for similar transportation in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider or designee) authorized in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider or designee.

# **Emergency Family Travel Arrangements**

If We determine that You are expected to require hospitalization in excess of 3 days at the location to which You are to be evacuated, an economy round-trip airfare will be provided to the place of hospitalization for an individual chosen by You. If Your Dependent Child is evacuated, one economy round-trip airfare will be provided to a parent or legal guardian regardless of the number of days that the Dependent child is hospitalized.

If We determine that You are expected to require hospitalization due to an Injury or Sickness for more than 3 days or are in critical condition while traveling outside of Your Home country, the Insurer will pay up to the maximum benefit as listed above for the cost of one economy round-trip air fare ticket to, and the hotel accommodations in, the location of Your hospital confinement for one person designated by You. Payment for meals, ground transportation and other incidentals are the responsibility of the family member or friend.

With respect to any one trip, this benefit is payable only once for that trip, regardless of the number of Covered Persons on that trip. The determination of whether the Covered Person will be hospitalized for more than 3 days or is in critical condition shall be made by the Administrator after consultation with the attending physician. No more than one (1) visit may be made during any Period of Coverage. No benefits are payable unless the trip is approved in advance by the Plan Administrator.

# **Emergency Family Reunion Arrangements**

In the event of the death, or a serious/life-threatening illness, of an Immediate Family member, the We will pay up to the amount shown in the Schedule of Benefits for the cost of one economy round trip air fare ticket for the Covered Person to return home. Immediate Family means the spouse, children, brothers, sisters or parents, or grandparents of a Covered Person.

All transportation arrangement must be made by the most direct and economical route and conveyance possible and many not exceed the Usual and Customary Charges for similar transportation I the locality where the expense is incurred. Benefits will not be payable unless We (or Our designee) authorized in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Us or Our designee.

# Accidental Death & Dismemberment Benefit

We will pay the benefit up the Principal Sum as stated in the Schedule of Benefits if a Covered Person sustains an Injury resulting in any of the losses stated below while covered under the Plan:

For Loss of:	Percentage of Maximum Amount
• Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
The Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%

Loss of one hand or loss of one foot means the actual severance through or above the wrist or ankle joints. Loss of the sight of one eye means the entire and irrecoverable loss of sight in that eye.

If more than one of the losses stated above is due to the same Accident, the Insurer will pay 100% of the Principal Sum. In no event will the Insurer pay more than the Principal Sum for loss to the Covered Person due to any one Accident.

Benefits payable are subject to the Exclusions and Limitations as listed in this document.

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

**Disappearance.** If the body of a Covered Person has not been found within one year of the disappearance, forced landing, stranding, sinking, or wrecking of a conveyance in which such Covered Person was an occupant, then it shall be deemed, subject to all other terms and provisions of the Certificate, that such Covered Person shall have suffered Loss of life within the meaning of the Certificate.

**Catastrophic Limitation**. Except as may otherwise be provided, the total liability hereunder for deaths and Injuries suffered by any number of Covered Persons insured under this Certificate of Insurance in any one Accident or disaster shall not exceed the sum of \$1,000,000. In the event of any such Accident or disaster for which all indemnities payable hereunder would otherwise exceed \$1,000,000 the amount of indemnity payable for each Covered Person will be proportionately reduced to the extent that the total of all indemnities payable shall not exceed \$1,000,000.

There is no coverage for loss of life or dismemberment for or arising from loss of life or dismemberment due to a sickness, disease or infection.

### Special Limitations/Expenses Not Covered

Benefits will not be provided for the following:

- 1. For loss of life or dismemberment due to a Sickness, disease or infection.
- 2. For any loss of life or dismemberment before the effective date of coverage.
- 3. For any loss of life or dismemberment after coverage ends.
- 4. While riding or driving in any kind of competition
- 5. Injury sustained while the Covered Person is riding as a pilot, student pilot, operator or crew member, in or on, boarding or alighting from, any type of aircraft;
- 6. For loss of life or dismemberment caused by or contributed by (a) an act of war; (b) An Covered Person participating in the military service of any country; (c) An Covered Person participating in an insurrection, rebellion, or riot; (d) Services received for any condition caused by an Covered Person's commission of, or attempt to commit a felony or to which a contributing cause was the Covered Person being engaged in an illegal occupation.

#### SECTION 5 GENERAL LIMITATIONS

No payment will be made for charges for:

- 1. services rendered without the authorization or intervention of Us or Our designee;
- 2. expenses incurred if the original or ancillary purpose of Your trip is to obtain medical treatment;
- 3. services provided for which no charge is normally made;
- 4. Hospital or medical expenses of any kind or nature.
- 5. More than one Emergency Medical Evacuation and/or repatriation for any single medical condition of a Covered Person during the term of the Program.
- 6. Initial transportation to local facilities, including ground, water or air ambulance fees, unless otherwise specified in this Plan.
- Any expense for medical evacuation or repatriation if the Covered Person is not suffering from a Serious Medical Condition, and/or in the opinion
  of the Our physician, the Covered Person can be adequately treated locally, or treatment can be reasonably delayed until the Covered Person
  returns to his/her Home Country or Country of Assignment.
- 8. Any expense for Emergency Evacuation where the Covered Person, in the opinion of Our physician, can travel as an ordinary passenger without a medical escort.
- 9. A Covered Person who is medically discharged from the hospital, or leaves against medical advice and is physically able to travel on his or her own, is not eligible for medical transport services.
- 10. Medical Evacuation from a marine vessel, ship or watercraft of any kind.
- 11. Any treatment or expense related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
- 12. Any expense related to the Covered Person engaging in the commission of, or the attempt to commit, an unlawful act.
- 13. Any expense incurred as a result of the Covered Person engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
- 14. Medical transport services will not be provided to a Covered Person who has a diagnosis of, or is suspected of having, a Biosafety Class Level 3 (and above) pathogen as classified by either the Centers for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH). Note: For the purposes of this limitation/exclusion, Coronavirus disease (COVID-19) and Severe Acute Respiratory Syndrome coronavirus 2 (SARS-CoV-2), are not considered a Biosafety Class Level 3 (and above) pathogen.
- 15. Services not otherwise shown as covered.
- 16. To the extent that such payments would be prohibited by law.

#### SECTION 6 DEFINITIONS

Unless specifically defined elsewhere, wherever used in the Certificate, the following terms have the meanings given below.

Accident (Accidental) means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Covered Person is insured under the Certificate.

Age means the Covered Person's attained age.

Confinement (Confined) means the continuous period a Covered Person spends as an Inpatient in a Hospital due to the same or related cause.

**Country of Assignment** means the country for which the Covered Person has a valid visa, if required, and in which he/she is undertaking an educational activity.

Policy Year: the period of 12 consecutive months commencing with the Effective date of the insurance contract or with anniversary of that date.

**Covered Person** means an Individual Insured and any Eligible Dependents as described in the appropriate eligibility section, for whom premium is paid and who is covered under the Group Certificate.

**Eligible Dependent:** An Eligible Dependent may be the Individual Insured's lawful spouse/partner and/or his/her unmarried children under age 26 who are chiefly dependent upon the Eligible Participant for support and maintenance. The term "child/children" includes a natural child, a legally adopted child, a stepchild, and a child who is dependent on the Eligible Participant during any waiting period prior to finalization of the child's adoption.

**Emergency Medical Condition** means a medical condition which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

Felonious Assault is an act of violence against You requiring medical treatment in a Hospital

**Home Country** means a country from which the eligible Participant holds a passport. If the Eligible Participant holds passports from more than one country, his or her Home Country will be that country which eligible Participant has declared to Us in writing as his or her Home Country. The Home Country of a covered Eligible Dependent is the same as that of the eligible Participant.

Hospital means a facility that:

- 1. Is primarily engaged in providing by, or under the supervision of doctors of medicine or osteopathy, Inpatient services for the diagnosis, treatment, and care, or rehabilitation of persons who are sick, injured, or disabled;
- 2. Is not primarily engaged in providing skilled nursing care and related services for persons who require medical or nursing care;
- 3. Provides 24 hours nursing service; and
- 4. Is licensed or approved as meeting the standards for licensing by the state in which it is located or by the applicable local licensing authority.

Individual Certificate is the document issued to each Individual Insured outlining the benefits under the Group Certificate.

**Injury** means bodily injury caused directly by an Accident. It must be independent of all other causes. To be covered, the Injury must first be treated while the Covered Person is insured under the Certificate. A Sickness is not an Injury. A bacterial infection that occurs through an Accidental wound or from a medical or surgical treatment of a Sickness is an Injury.

Inpatient means a person confined in a Hospital for at least one full day (18 to 24 hours) and charged room and board.

The Insurer means 4 Ever Life International Limited, a Bermuda insurer not admitted in any U.S. jurisdiction.

Medically Necessary services or supplies are those that the Insurer determines to be all of the following:

- 1. Appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition.
- 2. Provided for the diagnosis or direct care and treatment of the medical condition.
- 3. Within standards of good medical practice within the organized community.
- 4. Not primarily for the patient's, the Physician's, or another provider's convenience.
- 5. The most appropriate supply or level of service that can safely be provided. For Hospital stays, this means acute care as an inpatient is necessary due to the kind of services the Covered Person is receiving or the severity of the Covered Person's condition and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.

The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Certificate.

**Member** means an Institutional Member of the Global Citizens Association which has elected that its Participants and, if applicable, the dependents of those Participants be covered under the Group Certificate which has been accepted by the Insurer for coverage under the Group Certificate

Participant means a person who Is enrolled in the Member's program and have been validly enrolled and meet the eligibility requirements as specified by the Member

Participation in Riot or Civil Commotion. "Participation" means promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firemen. "Riot or Civil Commotion" means all forms of public violence, disorder, or disturbance, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damaged to persons or property or unlawful act or acts is the intent or consequence of such disorder.

**Physician** means a currently licensed practitioner of the healing arts acting within the scope of his/her license. It does not include the Covered Person or his/her spouse, parents, parents-in-law or dependents or any other person related to the Covered Person or who lives with the Covered Person.

**Primary Residence** means the location in which the Covered Person resides within their Home Country before taking up Sponsored Travel or Assignment.

Reasonable Expense means the normal charge of the provider, incurred by the Covered Person, in the absence of insurance,

- 1. for a medical service or supply, but not more than the prevailing charge in the area for a like service by a provider with similar training or experience, or
- 2. for a supply which is identical or substantially equivalent. The final determination of a reasonable and customary charge rests solely with the Insurer.

Sickness means an illness, ailment, disease, or physical condition of a Covered Person starting while insured under the Certificate.

United States (U.S.) means the 50 states of the United States of America, and the District of Columbia, Puerto Rico and the U.S. Virgin Islands.

We, Us and Our means 4 Ever Life International Limited.

Written Request means a request on any form provided by the Administrator for particular information.

You, Your means a Covered Person.

#### SECTION 7 CLAIM PROVISIONS

**Notice of Claim:** Written notice of any event which may lead to a claim under the Certificate must be given to the Insurer or to the Administrator within 30 days after the event, or as soon thereafter as is reasonably possible.

**Claim Forms:** Upon receipt of a written notice of claim, the Insurer will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If these forms are not furnished within 15 days after the notice is sent, the claimant may comply with the Proof of Loss requirements of the Certificate by submitting, within the time fixed in the Certificate for filing proofs of loss, written proof showing the occurrence, nature and extent of the loss for which claim is made.

**Proofs of Loss:** Written proof of loss must be furnished to the Insurer or to its Administrator within 90 days after the date of loss. However, in case of claim for loss for which the Certificate provides any periodic payment contingent upon continuing loss, this proof may be furnished within 90 days after termination of each period for which the Insurer is liable. Failure to furnish proof within the time required will not invalidate nor reduce any claim if it is not reasonably possible to give proof within 90 days, provided

- 1. it was not reasonably possible to provide proof in that time; and
- 2. the proof is given within one year from the date proof of loss was otherwise required. This one year limit will not apply in the absence of legal capacity

**Time for Payment of Claim:** Benefits payable under the Certificate will be paid immediately upon receipt of satisfactory written proof of loss, unless the Certificate provides for periodic payments. Where the Certificate provides for periodic payments, the benefits will accrue and be paid monthly, subject to satisfactory written proof of loss.

**Payment of Claims:** Benefits for accidental loss of life under the Accidental Death & Dismemberment coverage will be payable in accordance with the beneficiary designation and the provisions of the Certificate which are effective at the time of payment. If no beneficiary designation is then effective, the benefits will be payable to the estate of the Covered Person for whom claim is made. Any other accrued benefits unpaid at the Covered Person's death may, at the Insurer's option, be paid either to his/her beneficiary or to his/her estate. Benefits payable under other coverages shall be payable to the provider of the service. Benefits payable under the Accidental Death & Dismemberment coverage, other than for loss of life, will be paid to the Covered Person.

If any benefits are payable to the estate of a Covered Person, or to a Covered Person's beneficiary who is a minor or otherwise not competent to give valid release, the Insurer may pay up to \$1,000 to any relative, by blood or by marriage, of the Covered Person or beneficiary who is deemed by the Insurer to be equitably entitled to payment. Any payment made by the Insurer in good faith pursuant to this provision will fully discharge the Insurer of any obligation to the extent of the payment.

Choice of Hospital and Physician: Nothing contained in this Certificate restricts or interferes with the Covered Person's right to select the Hospital or Physician of his or her choice. Also, nothing in this Certificate restricts the Covered Person's right to receive, at his/her expense, any treatment not covered in this Certificate.

**Physical Examination and Autopsy:** The Insurer may, at its expense, examine a Covered Person, when and as often as may reasonably be required during the pendency of a claim under the Certificate and, in the event of death, make an autopsy in case of death, where it is not forbidden by law.

Providers available to You through the BlueCard Program have not entered into contracts with 4 Ever Life International Limited. If You have any questions or complaints about the BlueCard Program, please call Us at the customer service telephone number listed on Your ID card.

We, or Our authorized Administrator, will provide written notice to the insured Participant within a reasonable period of time of any Participating Provider's termination or breach of, or inability to perform under, any Provider contract, if We determine that the insured Participant or his/her insured Dependents may be materially and adversely affected, and provide the insured Participant with a current list of Participating Providers.

If the insured Participant needs a new Provider listing for any other reason, he/she may call the customer service telephone number listed on the ID card or go to <u>www.geobluestudents.com</u> for a new Provider listing.

#### SECTION 8 GENERAL PROVISIONS

**Entire Contract:** The entire contract between the Insurer and the Covered Person consists of the Master Policy issued to the Global Citizens Association, this Certificate and the Member's Group Certificate, which are deemed incorporated by reference and made a part of the Master Policy. All statements contained in the contract will be deemed representations and not warranties. No statement made by an applicant for insurance will be used to void the insurance or reduce the benefits, unless contained in a written application and signed by the applicant. No agent has the authority to make or modify the Certificate, or to extend the time for payment of premiums, or to waive any of the Insurer's rights or requirements. No modifications of the Certificate will be valid unless evidenced by an endorsement or amendment of the Certificate, signed by one of the Insurer's officers and delivered to the Participating Organization.

Time Limit on Certain Defenses: No claim for loss incurred after 1 year from the effective date of the Covered Person's insurance will be reduced or denied on the grounds that the disease or physical condition existed prior to the effective date of the Covered Person's insurance. This provision does not apply to a disease or physical condition excluded by name or specific description.

Legal Actions: No action at law or in equity may be brought to recover under the Certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Certificate. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

Assignment: No assignment of benefits will be binding on the Insurer until a copy of the assignment has been received by the Insurer or by its Administrator. The Insurer assumes no responsibility for the validity of the assignment. Any payment made in good faith will relieve the Insurer of its liability under the Certificate.

**Beneficiary:** The beneficiary is the last person named in writing by the Covered Person and recorded by or on the Insurer's behalf. The beneficiary can be changed at any time by sending a written notice to the Insurer or to its Administrator. The beneficiary's consent is not required for this or any other change in the Certificate unless the designation of the beneficiary is irrevocable.

**Mistake in Age:** If the age of any Covered Person has been misstated, an equitable adjustment will be made in the premiums or, at the Insurer's discretion, the amount of insurance payable. Any premium adjustment will be based on the premium that would have been charged for the same coverage on a Covered Person of the same age and similar circumstances.

**Clerical Error:** A clerical error in record keeping will not void coverage otherwise validly in force, nor will it continue coverage otherwise validly terminated. Upon discovery of the error an equitable adjustment of premium shall be made.

Not in Lieu of Workers' compensation. The Certificate does not satisfy any requirement for Workers' Compensation.

**Subrogation:** If the Covered Person suffers an Injury or Sickness through the act or omission of another person, and if benefits are paid under the Certificate due to that Injury or Sickness, then to the extent the Covered Person recovers for the same Injury or Sickness from a third party, its insurer, or the Covered Person's uninsured motorist insurance, the Insurer will be entitled to a refund of all benefits the Insurer has paid from such recovery. Further, the Insurer has the right to offset subsequent benefits payable to the Covered Person under the Certificate against such recovery.

The Insurer may file a lien in a Covered Person's action against the third party and have a lien upon any recovery that the Covered Person receives whether by settlement, judgment, or otherwise, and regardless of how such funds are designated. The Insurer shall have a right to recovery of the full amount of benefits paid under the Certificate for the Injury or Sickness, and that amount shall be deducted first from any recovery made by the Covered Person. The Insurer will not be responsible for the Covered Person's attorneys' fees or other cost.

Upon request, the Covered Person must complete the required forms and return them to the Insurer or to the Administrator. The Covered Person must cooperate fully with the Insurer in asserting his/her right to recover. The Covered Person will be personally liable for reimbursement to the Insurer to the extent of any recovery obtained by the Covered Person from any third party. If it is necessary for the Insurer to institute legal action against the Covered Person for failure to repay the Insurer, the Covered Person will be personally liable for all costs of collection, including reasonable attorneys' fees.

**Right of Recovery:** Whenever the Insurer have made payments with respect to benefits payable under the Certificate in excess of the amount necessary, the Insurer shall have the right to recover such payments. The Insurer shall notify the Covered Person of such overpayment and request reimbursement from the Covered Person. However, should the Covered Person not provide such reimbursement, the Insurer has the right to offset such overpayment against any other benefits payable to the Covered Person under the Certificate to the extent of the overpayment.

**Currency:** All premiums for and claims payable pursuant to the Certificate are payable only in the currency of the United States of America.

# Grievances

For the purposes of this section, any reference to "You", "Your" or "Covered Person" also refers to a representative or Provided by You to act on Your behalf, unless otherwise noted.

We want you to be completely satisfied with the care you receive. That is why we have established a process for addressing your concerns and solving your problems with the services provided.

#### Start with Customer Services

We are here to listen and help. If You have a concern regarding a person, a service, the quality of care, or contractual benefits, You can call Our tollfree number shown on your identification card and explain concerns to one of our Customer Service representatives. You can also express that concern in writing. Please write to Us at the following address:

> Worldwide Insurance Services, LLC Attn: Appeals Department 933 First Avenue King of Prussia, PA 19406

We will do Our best to resolve the matter on your initial contact. If We need more time to review or investigate your concern, We will get back to You as soon as possible, but in any case within 30 days.

If You are not satisfied with the results of a coverage decision, You can start the appeals procedure.

#### **Appeals Procedure**

The Insurer has a two-step appeals procedure for most coverage decisions. To initiate an appeal, You must submit a request for an appeal in writing within 180 days of receipt of a denial notice. You should state the reason why you feel your appeal should be approved and include any information supporting Your appeal. If You are unable or choose not to write, You may ask to register your appeal by telephone. Call or write to the Administrator at the toll-free number or address shown on your identification card, explanation of benefits or claim form.

#### Level One Appeal

Your appeal will be reviewed and the decision made by someone not involved in the initial decision. Appeals involving Medical Necessity or clinical appropriateness will be considered by a health care professional.

For level one appeals, you will be responded to in writing with a decision within fifteen calendar days after we receive an appeal for a required preservice or concurrent care coverage determination (decision). We will respond within 30 calendar days after we receive an appeal for a post service coverage determination. If more time or information is needed to make the determination, We will notify You in writing to request an extension of up to 15 calendar days and to specify an additional information needed to complete the review.

You may request that the appeal process be expedited if, the time frames under this process would seriously jeopardize Your life, health or ability to regain maximum function or in the opinion of Your Physician would cause You severe pain which cannot be managed without the requested services; or your appeal involves non-authorization of an admission or continuing Inpatient Hospital stay. The Insurer or its designee's physician reviewer, in consultation with the treating Physician, will decide if an expedited appeal is necessary. When an appeal is expedited, We will respond orally with a decision within 72 hours, followed up in writing.

#### Level Two Appeal

If You are dissatisfied with Our level one appeal decision, you or your authorized representative may request a second review for appeals involving Medical Necessity or clinical appropriateness. To start a level two appeal, follow the same process required for a level one appeal.

Most requests for a second review will be conducted by an appeals committee, which consists of at least three people. Anyone involved in the prior decision may not vote on the appeals committee. For appeals involving Medical Necessity or clinical appropriateness, the Committee will consult with at least one Physician or Dentist reviewer in the same or similar specialty as the care under consideration, as determined by the Insurer's or its designee's Physician or Dentist reviewer. You may present your situation to the committee by conference call.

For level two appeals we will acknowledge in writing that we have received your request and schedule a committee review. For required pre-service and concurrent care coverage determinations, the committee review will be completed within 15 calendar days. For post-service claims, the Committee review will be completed within 30 calendar days. If more time or information is needed to make the determination, We will notify You in writing to request an extension of up to 15 calendar days and to specify any additional information needed by the Committee to complete the review. You will be notified in writing of the committee's decision within five working days after the Committee meeting, and within the Committee review time frames above if the committee does not approve the requested coverage.

You may request that the appeal process be expedited if, the time frames under this process would seriously jeopardize Your life, health or ability to regain maximum function or in the opinion of your Physician would cause you severe pain which cannot be managed without the requested services; or Your appeal involves non-authorization of an admission or continuing Inpatient Hospital stay. The Insurer's or its designee's Physician reviewer, in consultation with the treating Physician will decide if an expedited appeal is necessary. When an appeal is expedited, we will respond orally with a decision within 72 hours, followed up in writing.

Following a second level appeal, a final determination will be made and a letter will be sent to you.

#### **Dispute Resolution**

All complaints or disputes relating to coverage under this Certificate must be resolved in accordance with the Insurer's grievance procedures. Grievances may be reported by telephone or in writing. All grievances received by the Insurer that cannot be resolved by telephone conversation (when appropriate) to the mutual satisfaction of both the Covered Person and the Insurer will be acknowledged in writing, along with a description of how the Insurer propose to resolve the grievance.

The Insurer shall not take any retaliatory action, such as refusing to renew or canceling coverage, against the Covered Person and his/her Insured Dependents or the Member because the Covered Person's, the Member's, or any person's action on the Covered Person's or the Member's behalf, has filed a complaint against the Insurer or has appealed a decision made by the Insurer.

All grievances not resolved by the Insurer's grievance procedures, and all other controversies and claims arising out of or relating to the Policy, or any coverage provided thereunder, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the International Commercial Arbitration Supplementary Procedures and the Supplementary Rules for Class Arbitrations. The award rendered by the arbitrator shall be final, non-reviewable and non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The seat or place of arbitration shall be Philadelphia, Pennsylvania.

The Insurer will meet any Notice requirements by mailing the Notice to the Member at the billing address listed on our records. The Member will meet any Notice requirements by mailing the Notice to:

4 Ever Life International Limited c/o Worldwide Insurance Services LLC, 933 First Avenue King of Prussia, PA 19406 Toll free: 1.844.268.2686

# **Privacy Statement**

4 Ever Life International Limited wants You to know how We protect the confidentiality of you non-public personal information. We want You to know how and why We use and disclose the information that We have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

#### Information We Collect

The non-public personal information that we can collect about you includes, but is not limited to:

- 1. Information contained in applications or other forms that you submit to US, such as name, address, dates of birth, gender and in some cases, social security number;
- 2. Information about your transactions with our affiliates or other third-parties, such as balances and payment history;
- 3. Information we receive from a consumer-reporting agency, such as credit-worthiness

#### Information We Disclose

We disclose the information that We have when it is necessary to provide our products and services. We may also disclose information when the law requires or permit us to do so.

#### **Confidentiality and Security**

Only our employees and others who need the information to service your account have access to Your personal information. We have measures in place to secure our paper files and computer systems.

#### **Right to Access or Correct Your Personal Information**

You have a right to request access to or correction of your personal information that is in our possession.

#### Contacting Us

If You have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the group administrator, agent or broker that handled this insurance. We can provide a more detailed statement of our privacy practices upon request.