BLANKET ACCIDENT INSURANCE

DESCRIPTION OF COVERAGE

Regents of the University of Minnesota | Policy Number: COL L019020132201

VISIT OUR WEBSITES:
Company Website: www.BerkleyAH.com • Corporate Website: www.Berkley.com

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BAH SR 2019-114DOC
ELIGIBILITY

CLASS 1: All Students, Graduate Assistants, and Resident/Fellow/Intern enrollees in the Medical Plan of the Policyholder.

CLASS 2: All Spouse and/or Child(ren) of a Class 1 Covered Person of the Policyholder (Travel and Security Services Only).

COVERED HAZARDS

24 HOUR COVERAGE (EXCEPT PILOTS & CREW MEMBERS)

Subject to the Policy provisions and Exclusions, We will pay the benefits described in the Policy for Accidents, which happen to a Covered Person while He is covered by the Policy.

Unless otherwise stated, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.

WAR RISK COVERAGE

The Company hereby waives the exclusion in the section entitled ‘Exclusions’ with regard to declared or undeclared War provided a Covered Person suffers a loss covered under this Policy, due to or contributed by declared or undeclared War occurring worldwide except if:

1. the Covered Person is a resident of and traveling in his/her country of origin or citizenship; or
2. the Covered Person is traveling within the geographical limits, territorial waters or the airspace above the following designated Hazardous War Risk Countries:
   - United States, Iraq, Iran, Afghanistan, Syria, and North Korea.

As a condition to cover travel as defined in this Hazard occurring in a designated Hazardous War Risk Country, the Policyholder must:

1. submit to the Company the following information on behalf of each Covered Person traveling to a Hazardous War Risk Country, prior to such travel:
   a. The name of the Covered Person;
   b. The specific itinerary and destination(s) within the Hazardous War Risk Country;
   c. The beginning and end dates of the Covered Person’s travel to the Hazardous War Risk Country(ies);
   d. The Covered Person’s Principal Sum; and
2. pay any additional required premium due for such travel.

The Company may, within 10 days written notice to the Policyholder, make additions and deletions to the list of countries designated as Hazardous War Risk Countries, that in the Company’s opinion, are required to accurately reflect existing war risk conditions. The Company may also, at any Policy Anniversary and with at least 31 days written notice to the Policyholder, request information regarding any/all travel by a Covered Person to countries other than the Covered Person’s country of origin or country of citizenship.

Coverage provided by this Hazard may be terminated by the Policyholder at any time upon written notice to the Company. Termination will occur on the date the written notice is received by the Company or on the date specified in the written notice, if later. The Company may, with at least 10 days prior written notice to the Policyholder, terminate the coverage provided under this Hazard. Termination will occur on the date specified in the written notice.

“War” means armed conflict, hostilities or warlike operations (whether war be declared or not) by order of any government or public authority including but not limited to invasion, acts of any enemy foreign to the nationality of the Covered Person or the country in (or over) which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of (or amounting to) an uprising, military or usurped power, or explosion of war weapons.

Unless otherwise stated, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.

ACCIDENT BENEFIT DESCRIPTIONS

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) BENEFIT

Principal Sum: $15,000
Time Period for Loss: 365 days

If Injury to the Covered Person results in any of the Covered Losses shown below, within 365 days, the Company will pay the percentage of the Principal Sum shown below for that loss. If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.

<table>
<thead>
<tr>
<th>SCHEDULE OF COVERED LOSSES</th>
<th>BENEFIT</th>
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<tr>
<td>Loss</td>
<td>Benefit</td>
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<tr>
<td>Life</td>
<td>100%</td>
</tr>
<tr>
<td>Brain Death</td>
<td>100%</td>
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<tr>
<td>Quadriplegia</td>
<td>100%</td>
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<tr>
<td>Two or More Members</td>
<td>100%</td>
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<tr>
<td>One Member</td>
<td>50%</td>
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<tr>
<td>Hemiplegia</td>
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<tr>
<td>Paraplegia</td>
<td>75%</td>
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<tr>
<td>Uniplegia</td>
<td>25%</td>
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<tr>
<td>Thumb &amp; Index Finger of the Same Hand</td>
<td>25%</td>
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<tr>
<td>Four Fingers of the Same Hand</td>
<td>25%</td>
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</tbody>
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“Member” means Loss of Hand or Foot, Loss of Arm or Leg, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of a hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of Arm or Leg” means complete severance through or above the elbow or knee joint. “Loss of sight” means total and permanent loss of sight of one/both eyes that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body.

“Brain Death” means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, although the heart is still beating.

“Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Quadriplegia” means total Paralysis of both upper and lower limbs. “Uniplegia” means total Paralysis of one lower limb or one upper limb.

**AGGREGATE LIMIT OF LIABILITY**

**Benefit Maximum:** $250,000  
**Applies During:** per Covered Accident  
**Applies To:** Accidental Death & Dismemberment Benefits only

The maximum amount the Company will pay for all Covered Losses resulting from the same Accident will not exceed the Aggregate Limit of Liability ($250,000).

If the total amount payable for all Covered Losses in any one Accident exceeds $250,000, each Covered Person’s Covered Loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all Covered Losses. The Company shall not be liable for amounts in excess of the Aggregate Limit of Liability.

**BEREAVEMENT & TRAUMA COUNSELING BENEFIT**

**Benefit Amount:** $100 per session  
**Maximum Number of Sessions:** 10 sessions  
**Maximum Benefit Per Covered Accident:** $1,000

If a Covered Person suffers a Covered Loss We will reimburse the Covered Person or the Covered Person’s Immediate family member for expenses incurred within one year after the date of the Accident causing such loss for any individual or family counseling sessions up to a maximum shown above.

The counseling sessions must:

1. be required to assist the Covered Person and/or the Covered Person’s Immediate Family members in coping with such loss;  
2. be ordered and performed by a Physician; and  
3. meet generally accepted standards of medical practice.

Only one Bereavement and Trauma Counseling Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Accident.

The Company will not reimburse expenses:

1. for which no charge would have been made if no insurance existed;  
2. in excess of the usual, reasonable and customary charges for similar counseling sessions in the locality where the sessions are received; or  
3. incurred as the result of a Covered Loss caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers’ Compensation or other similar law.

**COMA BENEFIT**

**Benefit:** 1% of the Principal Sum for the first 11 months, subject to 100% of the Principal Sum amount

If a Covered Person suffers an Injury caused by an Accident which results in such person being in a Coma within 90 days of the Accident and if the Coma continues for at least 30 consecutive days, the Company will pay monthly benefits equal to 1% of the Covered Person’s Principal Sum, the sum of which shall not exceed 100% of the Covered Person’s Principal Sum.

No benefit is provided for the first 30 days of Coma. The benefit is paid monthly, beginning on the 31st day of the Coma and ends on the earliest of:

1. the date the Coma ends, whether by death, recovery, or any other change of condition; or  
2. after 11 continuous months of benefit payments by the Company, the date the total amount of monthly Coma benefits paid for all Injuries caused by the same Accident equals 100% of the Covered Person’s Principal Sum.

If the Covered Person suffers loss of life for which Accidental Death Benefits are payable under the Policy as a result of the same Accident which caused the Coma, or if He or She remains in a Coma at the end of 11 continuous months, an additional benefit will be paid equal to the Covered Person’s Amount of Insurance less any Coma Benefits paid or other benefits payable under the Policy for any other losses incurred as a result of the same Accident.
Under no circumstances will the Company pay more than the Covered Person’s Principal Sum for all Covered Losses combined, including this Coma Benefit, which are incurred as the result of the same Accident.

The Covered Person’s designated beneficiary is responsible for providing the Company proof of continuing Coma. The Company reserves the right, at the end of the first 30 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Covered Person is in a Coma, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

“Coma” means being in a state of profound unconsciousness which resulted directly and independently from all other causes from an Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Accident.

**EMERGENCY MEDICAL EVACUATION BENEFIT**

*Maximum Benefit: 100% of Usual and Customary Charges*

We will pay eligible expenses, up to the Maximum Benefit shown above for emergency medical evacuation, if:

1. The Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident or medical emergency that occurs while traveling from his or her principal residence to another city or foreign country, with at least 100 miles distance.
2. The Covered Person’s attending Physician certifies an emergency need to send the Covered Person, under medical supervision, to a different medical facility.

Eligible expenses include:

1. charges for ambulance services required while transporting the Covered Person to the appropriate treatment facility;
2. charges for medical services required to send the Covered Person to the appropriate treatment facility;
3. reimbursement of economy class transportation charges for return of the Covered Person from the treatment facility to his home, paid for by the Covered Person within one year from the date He or She was first scheduled to return from the trip. Any refunds paid or payable from the unused transportation tickets will reduce benefits;
4. charges for necessary travel expenses of an escort, that are limited to food, hotel room and economy class transportation charges.

Eligible expenses must be approved by Us prior to the occurrence. The Covered Person must, at his own expense, furnish travel invoices, medical reports or records, or other documents We require to determine if benefits are payable. Benefits will be paid to the party who actually paid for the expenses upon Our receipt of satisfactory proof that the expense was paid.

If the Covered Person pays eligible expenses for a Covered Loss for which We believe a third party is liable, We will pay the benefits for emergency medical evacuation. However, if the Covered Person recovers payment from the third party, He or She must refund to Us the lesser of:

1. the amount We paid for the eligible expenses; and
2. an amount equal to the sum received from the third party for such expenses.

Benefits will not be paid for any of the following:

1. expenses that exceed the Maximum Benefit;
2. services not pre-approved by Us, or for services performed by a vendor not authorized by Us; or
3. expenses paid or payable by any Workers’ Compensation, occupational disease or similar law that would pay emergency medical evacuation expenses in the absence of this benefit.

**FELONIOUS ASSAULT & VIOLENT CRIME BENEFIT**

*Accidental Death and Dismemberment Benefit: 10% multiplied by the portion of the Principal Sum applicable to the Covered Loss*

If a Covered Person suffers a Covered Loss due to or contributed by a Felonious Assault which is directed at the Policyholder, its property or assets, or the Covered Person while he or she is acting on behalf of the Policyholder as a member or representative, the Company will pay an additional benefit as shown above.

Only one Felonious Assault Benefit will be payable for all Covered Losses incurred as the result of the same Felonious Assault.

“Felonious Assault” means any intentional use of force upon a Covered Person performed by another person that is not a Covered Person’s spouse, Domestic Partner, son, Immediate Family member; or an individual who resides with the Covered Person on a permanent basis. Such use of force must:

1. be intended to cause bodily harm to the Covered Person;
2. result in Injury to the Covered Person;
3. be considered a felony or a misdemeanor in the jurisdiction in which it occurs; and
4. be reported by or on behalf of the Covered Person to the appropriate law enforcement authority within 48 hours of its occurrence.

Felonious Assault may include, but is not limited to, any of the following criminal acts: Robbery; Theft; Hijacking; Assault; Battery; Sniping; Murder; Manslaughter; Civil Disturbance; or Kidnapping.

HOME ALTERATION & VEHICLE MODIFICATION BENEFIT

Benefit: 10% of the Principal Sum subject to a maximum of $5,000 per Covered Accident

We will pay this benefit when the Covered Person suffers a Covered Loss, other than loss of life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met.

1. prior to the date of the Covered Accident causing such a Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle; and
2. as a direct result of such Covered Loss the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
3. The Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

REPATRIATION BENEFIT

Maximum Benefit: 100% of Usual and Customary Charges

We will pay Eligible Expenses incurred for the return of the Covered Person’s remains to His or Her place of residence in His or Her home country and state if the Covered Person’s death results directly and independently of all other causes from a Covered Accident outside of His/Her home state or more than 100 miles from the Covered Person’s place of residence.

“Eligible Expenses” means costs, pre-approved by Us and incurred for embalming, cremation, coffin or urn, transportation of the body or remains, necessary travel expenses of an escort. Necessary travel expenses are limited to food, hotel room and economy class transportation charges.

ACCIDENT MEDICAL & DENTAL EXPENSE BENEFIT

BENEFIT DESCRIPTION

Total Benefit Maximum for all Accident Medical: $500

Loss Period (first Covered Expenses must be incurred within): 90 days after the date of the Covered Accident
Benefit Period: 52 weeks from the date of the Covered Accident
Deductible: $0
Coinsurance Factor for all Covered Expenses: 100%
Terms of Payment: Full Excess

We will pay Accident Medical and Dental Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the Deductibles, Coinsurance Factors, Benefit Periods, Benefit Maximums and other terms or limits shown.

Accident Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Expenses incurred by or on behalf of the Covered Person;
3. for Covered Expenses incurred within 52 weeks after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges. Covered Medical Expenses, from a Covered Accident, include:

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
3. Daily Intensive Care Unit/Cardiac Care Unit Expenses: the daily room rate when a Covered Person is Hospital confined in a bed in the Intensive Care Unit/Cardiac Care Unit and nursing services other than private duty nursing services.
4. Registered Nurse Services Expenses for private duty nursing while a Covered Person is Hospital Confined, when services are ordered by a Physician.
5. Medical Emergency Care (room and supplies) expenses incurred within 72 hours of a Covered Accident and including the attending Physician’s charges, x-rays, laboratory procedures, use of the emergency room and supplies.
6. Outpatient surgery expenses, including Ambulatory Surgical Center.
7. Outpatient surgical room and supply expenses for use of the surgical facility.
8. Outpatient diagnostic x-rays, laboratory procedures and test expenses. We will not require additional signatures
for those tests ordered by an advanced practice nurse operating pursuant to Chapter 148.

9. Physician non-surgical treatment/examination expenses (excluding medicines) including the Physician’s initial visit, each necessary follow-up visit and consultation visits when referred by the attending Physician.

10. Second surgical opinion expenses.

11. Physician surgical expenses. If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.

12. Assistant Surgeon expenses, and expenses for a registered nurse for performing surgical first assisting services within the scope of practice of a registered nurse, when Medically Necessary.

13. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.

14. Outpatient laboratory test expenses. We will not require additional signatures for those tests ordered by an advanced practice nurse operating pursuant to Chapter 148.

15. Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, chiropractic, adjustments, manipulation, massage or any form of physical therapy.

16. Post surgical physical medicine expenses and office visits connected with such treatment when prescribed by a Physician.

17. X-ray expenses (including reading charges) not including dental x-rays. We will not require additional signatures for those tests ordered by an advanced practice nurse operating pursuant to Chapter 148.

18. Diagnostic imaging expenses including magnetic resonance imaging (MRI) and CAT scans. We will not require additional signatures for those tests ordered by an advanced practice nurse operating pursuant to Chapter 148.

19. Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Covered Accident.

20. Dental expenses related to the installation of crowns, caps, bridges and dentures; oral surgery and endodontics and repair or replacement of caps and crowns that existed prior to the Covered Accident.

21. Outpatient registered nurse services if ordered by a Physician.

22. Ambulance expenses for transportation from the Accident site to the Hospital.

23. Rehabilitative braces or appliances prescribed by a Physician. It must be durable medical equipment that is primarily and customarily used to serve a medical purpose and can withstand repeated use and generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.

24. Prescription drug expenses prescribed by a Physician and administered on an outpatient basis.

25. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for the Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.

26. Medical services and supplies for blood and blood transfusions; oxygen and its administration.

27. Eyeglasses, contact lenses and hearing aids when damage occurs in a Covered Accident that requires medical treatment.

28. Artificial limbs, eyes and larynx for initial acquisition and fitting. We will not pay for repair or replacement of artificial limbs, eyes or larynx.

29. Charges for chiropractor services, osteopath services, optometric services and services performed by a licensed registered nurse certified to engage in advanced nursing practice.

**TERMS OF PAYMENT FOR ACCIDENT MEDICAL & DENTAL EXPENSE BENEFIT: FULL EXCESS**

If a Covered Person incurs Covered Expenses, We will pay the applicable benefit, subject to any applicable Deductible, Coinsurance Factor, Benefit Period shown above that are in excess of expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan. The first expense must be incurred within 90 days after the date of the Covered Accident. The Total Benefit Maximum payable under the Policy is $500.

For the purposes of this provision, “Health Care Plan” means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

1. group or blanket insurance, whether on an insured or self-funded basis;
2. hospital or medical service organizations on a group basis;
3. Health Maintenance Organizations on a group basis;
4. group labor management plans;
5. employee benefit organization plan;
6. professional association plans on a group basis; or

EXCLUSIONS

The Policy does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following even if the immediate cause of the loss is an accidental bodily injury, unless otherwise covered under the Policy by Additional Benefits:

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane. This exclusion only applies to the ACCIDENT MEDICAL EXPENSE BENEFIT.
2. Intentionally self-inflicted injury. This exclusion only applies to the ACCIDENT MEDICAL EXPENSE BENEFIT.
3. War or any act of war, declared or undeclared. This exclusion does not apply to terrorism.
4. Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.
5. Sickness, disease or any bacterial infection. This does not exclude bacterial infection that results from an Injury; or involuntary ingestion or inhalation of poison, drugs, narcotics, gas or fumes, or other deleterious substances; or accidental food poisoning.
6. Voluntarily taking any narcotic, unless the narcotic is prescribed by, and taken according to the directions of, a Physician.
7. If a Covered Person is driving or operating a motor vehicle and is determined to have a blood alcohol level exceeding the legal limit as defined by state law, We will not be liable for any Loss sustained or contracted in consequence of the Covered Person's being intoxicated. This exclusion will not apply to any disability benefits payable under the terms of the policy.
8. Any Loss to which a contributing cause was the Covered Person's commission or attempt to commit a felony, or to which a contributing cause was the Covered Person's being engaged in an illegal occupation.
9. Mental or nervous disorders, except as specifically provided in the policy.
10. Expense incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial pain, except as specifically provided in the Policy.
11. Any treatment, service or supply not specifically covered by the Policy.
12. Eyeglasses, contact lenses, hearing aids.

EMERGENCY FAMILY TRAVEL BENEFIT

EMERGENCY REUNION BENEFIT

Overall Reunion Benefit Maximum Amount: $5,000
Lodging & Meal Benefit Daily Maximum Amount: up to $500/day
Maximum Number of Days: 10 days

We will pay an Emergency Reunion Benefit if during the course of the Covered Person’s Trip, the Covered Person:

1. is confined in a Hospital or is going to be confined to a Hospital for at least 5 days due to a covered Injury or sickness, where the attending Physician believes it would be beneficial for the Covered Person to have a Family Member at his or her side.
2. is the victim of a Felonious Assault and the Covered Person filed a police or incident report with the appropriate authorities or with the Policyholder within 48 hours of the Felonious Assault.

This Benefit is payable for covered travel and lodging expenses incurred to bring one person chosen by the Covered Person to stay with the Covered Person, subject to the Overall Reunion Benefit Maximum shown above.

Covered expenses include a round-trip economy airline ticket and related lodging and meal expenses not to exceed the Daily Benefit Maximum and the Maximum Number of Days shown above. All travel arrangements must be made by the Designated Assistance Provider and approved in advance by Us in order for Emergency Reunion Benefits to be payable.

FAMILY TRAVEL BENEFIT

Overall Family Travel Benefit Maximum Amount: $5,000
Lodging & Meal Benefit Daily Maximum Amount: up to $500/day
Maximum Number of Days: 10 days

Following a Covered Person’s emergency medical evacuation for which an Emergency Medical Evacuation Benefit is payable under the Policy, the Company will pay up to the Overall Family Travel Benefit Maximum Amount for covered expenses. Covered expenses are those reasonably incurred:

1. to return to their current place of primary residence the Covered Person’s Spouse/Domestic Partner and any of the Covered Person’s Children who are accompanying the Covered Person when the Emergency Evacuation became necessary. We will return the Children with an attendant if the Children are not accompanied by the Spouse/Domestic Partner. Covered expenses may not exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.
2. for lodging and meals for up to 10 days for the Covered Person’s Spouse/Domestic Partner and Children in the
area where the Covered Person is confined, if: (a) they were accompanying the Covered Person when the Emergency Evacuation became necessary; and (b) the place of confinement is more than 100 miles from the Covered Person's Home Country or country of primary residence. We will only pay for such expenses: (1) for days in excess of the days that had been planned for the Trip prior to the Covered Person’s Emergency Evacuation; and (2) for days while he or she remains so confined. Reasonable covered expenses incurred for lodging and meals are for the Spouse/Domestic Partner and Children combined up to the Lodging & Meal Benefit Daily Maximum Amount for the Maximum Number of Days as shown above.

Following a Covered Person’s death for which a Repatriation Benefit is payable under the Policy, the Company will pay up to the Overall Family Travel Benefit Maximum Amount for incurred covered expenses. Covered expenses are those reasonably incurred:

1. to return to their current place of primary residence the Covered Person’s Spouse/Domestic Partner and any of the Covered Person’s Children who are accompanying the Covered Person when his or her death occurred. We will return the Children with an attendant if the Children are not accompanied by the Spouse/DomesticPartner. Covered expenses may not exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.

2. for lodging and meals for up to 10 days for the Covered Person’s Spouse/Domestic Partner and Children in the area where the Covered Person’s death occurred, if they were accompanying the Covered Person at that time. We will only pay for such expenses: (1) for days in excess of the days that had been planned for the Trip prior to the Covered Person’s death; and (2) for days prior to the repatriation date. Reasonable covered expenses incurred for lodging and meals are for the Spouse/Domestic Partner and Children combined up to the Lodging & Meal Benefit Daily Maximum Amount for the Maximum Number of Days as shown above.

Only one Family Travel Benefit is payable for a Covered Person's any one Injury or sickness.

The Designated Assistance Provider must make all arrangements and must authorize all expenses in advance for any of these benefits to be payable. We reserve the right to determine the benefit payable, including reductions, if it is not reasonably possible to contact the Designated Assistance Provider in advance.

SECURITY EVACUATION BENEFIT

**Benefit Description**

*Benefit Maximum: $100,000 per person per Occurrence*

*Aggregate Limit of Liability: $1,000,000 per Occurrence*

If, as a result of an Occurrence that takes place during a Covered Person’s Period of Coverage and while the Covered Person is traveling more than 100 miles outside his or her Home Country or outside his or her country of permanent residence, a Covered Person requires a Security Evacuation, We will pay benefits, subject to the conditions and limitations set out herein, to Transport the Covered Person to the Nearest Place of Safety. The determination that a Covered Person requires a Security Evacuation and all arrangements made for the Security Evacuation must be pre-approved and made by the Company's Designated Assistance Provider. If it was not reasonably possible to use the Company's Designated Assistance Provider to make the necessary arrangements, the Company reserves the right to reduce the Security Evacuation Benefit payable up to 50%.

Benefits will be payable for eligible expenses up to the Benefit Maximums shown above. Benefits will not be payable for Security Evacuation from or to an Excluded Country. Eligible expenses are for Transportation and Related Costs within 14 days of the Security Evacuation to one of the following locations as chosen by the Covered Person:

1. back to the Host Country if return is safe and permitted; or
2. to the Covered Person’s Home Country or country of permanent residence; or
3. other destination as mutually agreed upon by the Covered Person and the Designated Assistance Provider.

If the Designated Assistance Provider can arrange an alternate destination to continue participation in the covered Hazard and/or Covered Activity within three 3 days of arriving at the Nearest Place of Safety, the Designated Assistance Provider will arrange and pay for one-way economy common carrier fare to the alternate destination. Economy fare must be equal to or less than the value of the common carrier fare ticket to the Covered Person’s Home Country or country of permanent residence.

This benefit is subject to the overall Benefit Maximum shown. Benefits will be payable for consulting services by Designated Assistance Provider for seeking information on Missing Person...
or kidnapping cases if the Covered Person is deemed kidnapped or a Missing Person by local or international authorities.

The Designated Assistance Provider must make all arrangements and must authorize all expenses in advance of any Benefits being payable. The Designated Assistance Provider is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, the Designated Assistance Provider will endeavor to maintain contact with the Covered Person until a Security Evacuation becomes viable.

**EXPANDED SECURITY EVACUATION BENEFIT**

In those instances where the Appropriate Authorities have not declared a Security Evacuation Occurrence, the Policyholder may initiate contact with the Designated Assistance Provider to discuss and jointly determine whether or not local circumstances are severe enough to warrant evacuation. Any mutually agreed upon parameters and conditions surrounding the circumstances for an Expanded Security Evacuation must be documented in writing and provided to the Company in order for an Expanded Security Evacuation Benefit to be payable. An evacuation that does not meet the criteria mutually agreed upon by the Policyholder and the Designated Assistance Provider will not be considered a covered Security Evacuation under the Policy.

**TERMS OF COVERAGE FOR SECURITY EVACUATION BENEFIT: EXCESS**

Security Evacuation Benefits payable are in excess of benefits payable for security evacuation expense payable due to the same Occurrence under any other valid and collectible insurance.

**SECURITY EVACUATION AGGREGATE LIMIT OF INDEMNITY**

The maximum amount the Company will pay for all Security Evacuations resulting from the same Occurrence will not exceed $1,000,000 per occurrence.

If the total amount payable for all Security Evacuations in any one Occurrence exceeds the Aggregate Limit of Liability, each Covered Person’s Security Evacuation expenses will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all Security Evacuation expenses for all Covered Persons. The Company shall not be liable for amounts in excess of the Security Evacuation Aggregate Limit of Liability.

**EXCLUSIONS**

In addition to the Policy Exclusions, the Company will not pay Security Evacuation Expense Benefits for expenses and fees:

1. payable under any other provision of the Policy.
2. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by the Covered Person, acting alone or in collusion with other persons.
3. arising from or attributable to the Covered Person’s alleged: (a) violation of the laws of the Host Country; or (b) violation of the laws of the Covered Person’s Home Country or country of permanent residence.
4. due to the Covered Person’s failure to maintain and possess duly authorized and issued required travel documents and visas.
5. for repatriation of remains expenses.
6. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization.
7. for medical services.
8. for monies payable in the form of a ransom, if a Missing Person case evolves into a kidnapping.
9. arising from or attributable, in whole or in part, to: (a) a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause; (b) non-compliance by the Covered Person with regard to any obligation specified in a contract or license.
10. due to military or political issues, if the Covered Person’s Security Evacuation request is made more than 30 days after the Appropriate Authority(ies) Advisory was issued.
11. For Emergency Evacuation Benefits and Repatriation Benefits that are payable under any other Benefits under the Policy.

All other terms, conditions, limitations, and exclusions of the Policy remain unchanged.

**DEFINITIONS**

**ACCIDENT** means a sudden, unexpected event that results in Injury to the Covered Person.

**BENEFIT PERIOD** means the period of time, as stated on the Schedule of Benefits in the Policy, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid.

**COVERED ACCIDENT** means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

**COVERED EXPENSES** means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by the Policy. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.
**COVERED LOSS or COVERED LOSSES** means an accidental death, dismemberment or other losses covered under the Policy and indicated on the Schedule of Covered Losses.

**COVERED PERSON** means an eligible person who is within the covered class(es) listed in the Policy, and for whom the required premium is paid when due.

**DEDUCTIBLE** means the dollar amount of Covered Expenses that must be incurred by the Covered Person as an out-of-pocket expense for each Accident, before Accident Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy.

**DOMESTIC PARTNER** means an opposite or same sex partner who, for at least 12 consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**HOSPITAL** means an institution that:

1. operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
2. provides 24-hour nursing service by registered nurses on duty or call;
3. has a staff of one or more licensed Physicians available at all times;
4. provides organized facilities for diagnosis, treatment and surgery, either
   
   a. on its premises; or
   
   b. in facilities available to it, on a pre-arranged basis;
5. is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such, and
6. is not a place for drug addicts, alcoholics or the aged.

Hospital also includes a Residential Treatment Facility for Emotionally Handicapped Children. The facility must be established for the purpose of treating emotionally handicapped children and approved as such by the State of Minnesota. An “Emotionally Handicapped Child” is a Child under 18 years of age who in the judgment of a professional; social worker; psychologist; or psychiatrist; is exhibiting those symptoms and behavior patterns that are determined to be of such a nature that the Child needs the care and treatment given in such a facility.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

1. the Joint Commission of Accreditation of Hospitals; or
2. the American Osteopathic Association; or
3. the Commission on the Accreditation of Rehabilitative Facilities.

**HOSPITAL CONFINED/HOSPITAL STAY** means a stay/confinement of 24 or more consecutive hours as a registered resident bed-patient in a Hospital.

**IMMEDIATE FAMILY** means the Covered Person’s parent, grandparent, spouse, Child(ren) (includes legally adopted or step Child(ren), brother, sister, step-Child(ren), grandchild(ren), or in-laws.

**INJURY** means bodily injury caused by the direct result of an accident occurring while the Policy is in force as to the person whose injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

**MEDICAL EMERGENCY** means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**MEDICALLY NECESSARY** means a treatment, service or supply that is:

1. required to treat an Injury;
2. prescribed or ordered by a Physician or furnished by a Hospital;
3. performed in the least costly setting required by the condition;
4. consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered Medically Necessary.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment
alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.

**PHYSICIAN** means a person who is a qualified practitioner of the healing arts, including a chiropractor and a dental practitioner. As such, he or she must be acting within the scope of his/her license under the laws in the state in which he or she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person’s spouse, son, daughter, father, mother, brother or sister or other relative.

**USUAL AND CUSTOMARY CHARGES** means the average amount charged by most providers for treatment, service or supply in the geographic area where the treatment, service or supply is provided.

**WE, OUR, US** means Berkley Life and Health Insurance Company underwriting this insurance.

**YOU, YOUR, YOURS, HE or SHE** means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

**EXCLUDED COUNTRIES** means the following countries from which Security Evacuations are not available under the Endorsement: United States, Iraq, Iran, Afghanistan, Syria, and North Korea. This list may be changed at any time with 30 days advance notice to the Policyholder of the Company’s change in its risk exposure for the Security Evacuation Coverage. Excluded Countries also include any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the Office of Foreign Assets Control (OFAC).

**FAMILY MEMBER** means a Covered Person’s: parent; sister; brother; husband; wife; Domestic Partner; or Children.

**FELONIOUS ASSAULT** means a violent act or assault directed at the Covered Person, including but not limited to: actual or attempted robbery or holdup; actual or attempted kidnapping; or any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the location where the assault occurred.

**HOME COUNTRY** means the country of citizenship from which the Covered Person holds a passport. If a Covered Person holds passports from more than one country, his or her Home Country will be the country that he or she has declared to Us, in writing, as his or her Home Country.

**HOST COUNTRY** means any country, other than an Excluded Country, in which a Covered Person is traveling while covered under the Policy. Host Country does not include a Covered Person’s Home Country or country of permanent residence.

**IMMINENT PHYSICAL DANGER** means the Covered Person is subject to possible physical injury or sickness that could result in grave physical harm or death.

**MISSING PERSON** means a Covered Person who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authorities.

**NATURAL DISASTER** means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. Is due to natural causes; and
2. Results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country or Country of Permanent Assignment and the area is deemed to be uninhabitable or dangerous.
NEAREST PLACE OF SAFETY means a location determined by the Designated Assistance Provider where:

1. The Covered Person can be presumed safe from the Occurrence that precipitated the Covered Person’s Security Evacuation.
2. The Covered Person has access to transportation.
3. The Covered Person has the availability of temporary lodging, if needed.

OCCURRENCE means any of the following situations in which a Covered Person finds himself or herself while covered under the Policy:

1. expulsion from a Host Country or Country of Permanent Assignment or being declared persona non-grata on the written authority of the recognized government of a Host Country or Country of Permanent Assignment.
2. political or military events involving a Host Country or Country of Permanent Assignment, if the Appropriate Authorities issue an Advisory stating that citizens of the Covered Person’s Home Country or country of permanent residence or citizens of the Host Country or Country of Permanent Assignment should leave the Host Country or Country of Permanent Assignment.
3. Natural Disaster within 5 days of an event
4. Verified Physical Attack or a Verified Threat of Physical Attack from a third party.
5. the Covered Person had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within 5 days of his or her being found.

PERIOD OF COVERAGE means the period of time during which the Policy is in force with respect to the Covered Person.

RELATED COSTS means food, lodging and, if necessary, physical protection for the Covered Person during the Transport to the Nearest Place of Safety.

SECURITY EVACUATION means the extrication of a Covered Person from the Host Country or Country of Permanent Assignment due to an Occurrence which results in the Covered Person being placed in Imminent Physical Danger.

SPOUSE/DOMESTIC PARTNER means the Covered Person’s legal spouse or Domestic Partner.

TRANSPORT/TRANSPORTATION means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If the Covered Person has a prepaid, unused common carrier ticket from the Host Country or Country of Permanent Assignment, such ticket may be used to reduce the covered Security Evacuation expenses.

TRIP means Policyholder sponsored, required or arranged travel as specifically described in the Hazard/Covered Activity section.

VERIFIED PHYSICAL ATTACK means deliberate physical harm of the Covered Person confirmed by documentation or physical evidence.

VERIFIED THREAT OF PHYSICAL ATTACK means a threat against the Covered Person’s health and safety as confirmed by documentation and/or physical evidence.

CLAIMS PROCEDURES

Written notice of death or injury must be given to the Company within 30 days after a Covered Loss begins or as soon as reasonably possible. Notice can be given to the Company at:

Health Special Risk, Inc. (HSR)
HSR Plaza II, 4100 Medical Parkway, Carrollton, TX 75007
www.hsri.com | 866-523-3269

Notice should include the Covered Person’s name and address as well as the Policy Number (COL L019020132201). Always keep a copy of all documents submitted for claims.

IMPORTANT INFORMATION

This is an accident only policy.

This is a brief description of coverage provided under policy form series AH51051-MN and Rider forms AH51202 and AH51204, underwritten by Berkley Life and Health Insurance Company (domiciled in Iowa - California Certificate of Authority #6978) 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690 and is subject to the terms, conditions, limitations and exclusions of the policy. Please see the policy for complete details. Coverage terms, conditions, limitations and exclusions may vary or may not be available in all states. Please see the policy for complete details or contact us at SpecialRiskSolutions@BerkleyAH.com. Coverage does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from offering or providing insurance.

The insurance described in this document provides limited benefits. Limited benefit plans are insurance products with reduced benefits intended to supplement comprehensive health insurance plans. This insurance is not an alternative to comprehensive coverage. It does not provide major medical or comprehensive medical coverage and is not designed to replace major medical insurance. Further, this insurance is not minimum essential coverage as set forth under the Patient Protection and Affordable Care Act.