Medical Evacuation & Repatriation Coverage

designed for

South Dakota Board of Regents
International Students and Scholars
2011-2012

Administered by Cultural Insurance Services International • River Plaza • 9 West Broad Street • Stamford, CT 06902-3788

This plan is underwritten by ACE American Insurance Company

Policy terms and conditions are briefly outlined in this Description of Coverage. Complete provisions pertaining to this insurance are contained in the Master Policy on file with the South Dakota Board of Regents under form number AH-15090-SD. In the event of any conflict between this Description of Coverage and the Master Policy, the Policy will govern.

Schedule of Benefits

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Team Assist Plan (TAP)

The Team Assist Plan is designed by CISI in conjunction with the Assistance Company to provide travelers with a worldwide, 24-hour emergency telephone assistance service. Multilingual help and advice may be furnished for the Insured in the event of any emergency during the term of coverage.

If you require Team Assist assistance, your policy number is GLM N01060946. In the U.S., call (877) 577-9504, worldwide call collect (01-240) 336-1520 or e-mail OPS@europassistance-usa.com.

Emergency Medical Transportation Services

The Team Assist Plan provides services and pays expenses up to the amount shown in the Schedule of Benefits for:

- Emergency Medical Evacuation
- Repatriation/Return of Mortal Remains

All services must be arranged through the Assistance Provider.

Emergency Medical Evacuation

The Company shall pay benefits for Covered Expenses incurred up to the maximum stated in the Schedule of Benefits, if any Injury or covered Illness commencing during the Period of Coverage results in the Medically Necessary Emergency Medical Evacuation of the Insured Person. The decision for an Emergency Medical Evacuation must be ordered by the Assistance Company in consultation with the Insured Person’s local attending Doctor.

Emergency Medical Evacuation means: a) the Insured Person’s medical condition warrants immediate transportation from the place where the Insured Person is located (due to inadequate medical facilities) to the nearest adequate medical facility where medical treatment can be obtained; or b) after being treated at a local medical facility, the Insured Person’s medical condition warrants transportation with a qualified medical attendant to his/her Home Country to obtain further medical treatment or to recover; or c) both a) and b) above.

Covered Expenses are expenses, up to the maximum stated in the Schedule of Benefits, Emergency Medical Evacuation, for transportation, medical services and medical supplies necessarily incurred in connection with Emergency Medical Evacuation of the Insured Person. All transportation arrangements must be by the most direct and economical route.

Repatriation/Return of Mortal Remains

The Company will pay the reasonable Covered Expenses incurred up to the maximum as stated in the Schedule of Benefits, Repatriation/Return of Mortal Remains, to return the Insured Person’s remains to his/her then current Home Country, if he or she dies. Covered Expenses include, but are not limited to, expenses for embalming, cremation, a minimally necessary container appropriate for transportation, shipping costs and the necessary government authorizations. All Covered Expenses in connection with a Return of Mortal Remains must be pre-approved and arranged by an Assistance Company representative appointed by the Company.

The TAP offers these services:

Medical Assistance

Medical Referral Referrals will be provided for Doctors, hospitals, clinics or any other medical service provider requested by the Insured. Service is available 24 hours a day, worldwide.

Medical Monitoring In the event the Insured is admitted to a U.S. or foreign hospital, the AP will coordinate communication between the Insured’s own Doctor and the attending medical doctor or doctors. The AP will monitor the Insured’s progress and update the family or the insurance company accordingly.

Prescription Drug Replacement/Shipment Assistance will be provided in replacing lost, misplaced, or forgotten medication by locating a supplier of the same medication or by arranging for shipment of the medication as soon as possible.

Emergency Message Transmittal The AP will forward an emergency message to and from a family member, friend or medical provider.

Coverage Verification/Payment Assistance for Medical Expenses The AP will provide verification of the Insured’s medical insurance coverage when necessary to gain admittance to foreign hospitals, and if requested, and approved by the Insured’s insurance company, or with adequate credit guarantees as determined by the Insured, provide a guarantee of payment to the treating facility.
Travel Assistance

Obtaining Emergency Cash The AP will advise how to obtain or to send emergency funds worldwide.

Traveler Check Replacement Assistance The AP will assist in obtaining replacements for lost or stolen traveler checks from any company, i.e., Visa, Master Card, Cooks, American Express, etc., worldwide.

Lost/Delayed Luggage Tracing The AP will assist the Insured whose baggage is lost, stolen or delayed while traveling on a common carrier. The AP will advise the Insured of the proper reporting procedures and will help travelers maintain contact with the appropriate companies or authorities to help resolve the problem.

Replacement of Lost or Stolen Airline Ticket One telephone call to the provided 800 number will activate the AP's staff in obtaining a replacement ticket.

Technical Assistance

Credit Card/Passport/Important Document Replacement The AP will assist in the replacement of any lost or stolen important document such as a credit card, passport, visa, medical record, etc. and have the documents delivered or picked up at the nearest embassy or consulate.

Locating Legal Services The AP will help the Insured contact a local attorney or the appropriate consular officer when an Insured is arrested or detained, is in an automobile accident, or otherwise needs legal help. The AP will maintain communications with the Insured, family, and business associates until legal counsel has been retained by or for the Insured.

Assistance in Posting Bond/Bail The AP will arrange for the bail bondsman to contact the Insured or to visit at the jail if incarcerated.

Worldwide Inoculation Information Information will be provided if requested by an Insured for all required inoculations relative to the area of the world being visited as well as any other pertinent medical information.

Limitations and Exclusions

For all benefits listed in the Schedule of Benefits this Insurance does not cover:

- Pre-Existing Conditions, defined as 1. a condition that would have caused a person to seek medical advice, diagnosis, care or treatment during the 180 days prior to the Effective Date of coverage under the Policy; 2. a condition for which medical advice, diagnosis, care or treatment was recommended or received during the 180 days prior to the Effective Date of coverage under the Policy; and 3. a pregnancy existing on the Effective date of coverage under the Policy, except as specified below:
  a. If the Insured Person does not receive medical care or services, including prescription drugs or other medical supplies, and is not under the care of a Doctor with respect to the Pre-Existing Condition or related condition(s), for a period of 12 consecutive months beginning on or after the first day of coverage, the pre-existing condition exclusion will no longer apply and any eligible charges incurred after the treatment free period will be considered for reimbursement; or
  b. If the Insured Person is covered under the Policy for 12 consecutive months, the Pre-Existing Condition exclusion will no longer apply and any eligible expenses incurred thereafter will be considered for reimbursement; or
  c. Emergency Medical Evacuation/Repatriation and Return of Mortal Remains
     - Charges for treatment which is not Medically Necessary
     - Charges for treatment which exceed Reasonable and Customary charges
     - Charges incurred for Surgery or treatments which are Experimental/Investigational, or for research purposes
     - Services, supplies or treatment, including any period of Hospital confinement, which were not recommended, approved and certified as Medically Necessary and reasonable by a Doctor
     - War or any act of war, whether declared or not
     - Injury sustained while participating in professional athletics
     - Routine physicals, immunizations, or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or x-ray examinations, except in the course of a Disability established by a prior call or attendance of a Doctor
     - Treatment of the Temporomandibular joint
     - Vocational, speech, recreational or music therapy
     - Services or supplies performed or provided by a Relative of the Insured Person, or anyone who lives with the Insured Person
- The refusal of a Doctor or Hospital to make all medical reports and records available to the Company will cause an otherwise valid claim to be denied
- Cosmetic or plastic Surgery, except as the result of a covered Accident; for the purposes of the Policy, treatment of a deviated nasal septum shall be considered a cosmetic condition
- Elective Surgery or Elective Treatment which can be postponed until the Insured Person returns to his/her Home Country, where the objective of the trip is to seek medical advice, treatment or Surgery
- Treatment and the provision of false teeth or dentures, normal ear tests and the provision of hearing aids
- Eye refractions or eye examinations for the purpose of prescribing corrective lenses for eye glasses or for the fitting thereof, unless caused by Accidental bodily Injury incurred while insured hereunder
- Treatment while confined primarily to receive custodial care, educational or rehabilitative care, or nursing services
- Congenital abnormalities and conditions arising out of or resulting therefrom
- The cost of the Insured Person’s unused airline ticket for the transportation back to the Insured Person’s Home Country, where an Emergency Medical Evacuation or Repatriation and/or Return of Mortal Remains benefit is provided
- Expenses as a result of or in connection with the commission of a felony offense
- Treatment paid for or furnished under any other individual or group policy or other service or medical pre-payment plan arranged through an employer to the extent so furnished or paid, or under any mandatory government program or facility set up for treatment without cost to any individual
- Injuries for which benefits are payable under any no-fault automobile Insurance policy
- Routine Dental Treatment
- Drug, treatment or procedure that either promotes or prevents conception, or prevents childbirth, including but not limited to artificial insemination, treatment for infertility or impotency, sterilization or reversal thereof
- Treatment for human organ tissue transplants and their related treatment
- Expenses incurred while the Insured Person is in their Home Country, unless otherwise covered under the Policy
- Weak, strained or flat feet, corns, calluses, or toenails
- Diagnosis and treatment of acne
- Injury sustained while the Insured Person is riding as a pilot, student pilot, operator or crew member, in or on, boarding or alighting from, any type of aircraft
- Expenses incurred for covered Injury sustained while taking part in the following activities: mountaineering where ropes or guides are normally used; hang gliding, parachuting, bungee jumping, racing by horse, motor vehicle or motorcycle, parasailing are limited to a maximum of $10,000

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

Subrogation

To the extent the Company pays for a loss suffered by an Insured Person, the Company will take over the rights and remedies the Insured Person had relating to the loss. This is known as subrogation. The Insured Person must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured Person’s rights, the Insured Person must sign an appropriate subrogation form supplied by the Company.

Definitions

Coinsurance means the percentage amount of eligible Covered Expenses, after the Deductible, which are the responsibilities of the Insured Person and must be paid by the Insured Person. The Coinsurance amount is stated in the Schedule of Benefits, under each stated benefit.

Company shall be ACE American Insurance Company.

Covered Accident or Accidental means an event, independent of Sickness or self inflicted means, which is the direct cause of bodily Injury to an Insured Person.

Covered Expenses means expenses which are for Medically Necessary services, supplies, care, or treatment; due to Sickness or Injury; prescribed, performed of ordered by a Doctor; Reasonable and Customary charges;
Incurable while insured under the Policy; and which do not exceed the maximum limits shown is the Schedule of Benefits, under each stated benefit.

**Deductible** means the amount of eligible Covered Expenses which are the responsibility of each Insured Person and must be paid by each Insured Person before benefits under the Policy are payable by the Company. The Deductible amount is stated in the Schedule of Benefits, under each stated benefit.

**Dependent** means an Insured Person's lawful spouse or an Insured Person's unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured Person for support. A child, for eligibility purposes, includes an Insured Person's natural child; adopted child, beginning with any waiting period pending finalization of the child's adoption; or a stepchild who resides with the Insured Person or depends on the Insured Person for financial support. A Dependent may also include any person related to the Insured Person by blood or marriage and for whom the Insured Person is allowed a deduction under the Internal Revenue Code.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Insured Person for support and maintenance. The Insured Person must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

**Disability** as used with respect to medical expenses means a Sickness or an accidental bodily Injury necessitating medical treatment by as a Doctor defined in the Policy.

**Doctor** as used in the Policy means a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform Surgery in accordance with the laws of the jurisdiction where such professional services are performed; however, such definition will exclude chiropractors and physiotherapists.

**Effective Date** means the date the Insured Person's coverage under the Policy begins. The Effective Date of the Policy is the later of the following:
1. The Date the Company receives a completed Application and premium for the Policy Period or
2. The Date the Company approves the Application.

**Elective Surgery or Elective Treatment** means surgery or medical treatment which is not necessitated by a pathological or traumatic change in the function or structure in any part of the body first occurring after the Insured Person's effective date of coverage. Elective Surgery includes, but is not limited to, circumcision, tubal ligation, vasectomy, breast reduction, sexual reassignment surgery, and submucous resection and/or other surgical correction for deviated nasal septum, other than for necessary treatment of covered purulent sinuses. Elective Surgery does not apply to cosmetic surgery required to correct Injuries received in a Covered Accident. Elective Treatment includes, but is not limited to, treatment for acne, nonmalignant warts and moles, weight reduction, infertility, learning disabilities.

**Eligible Benefits** means benefits payable by the Company to reimburse expenses which are for Medically Necessitated services, supplies, care, or treatment; due to Sickness or Injury; prescribed, performed or ordered by a Doctor; Reasonable and Customary charges; incurred while insured under the Policy; and which do not exceed the maximum limits shown in the Schedule of Benefits under each stated benefit.

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

**Family Member** means a spouse, Domestic Partner, parent, grandparent, sibling or Child of the Insured Person.

**Home Country** means the country where an Insured Person has his or her true, fixed and permanent home and principal establishment.

**Hospital** as used in the Policy means except as may otherwise be provided, a Hospital (other than an institution for the aged, chronically ill or convalescent, resting or nursing homes) operated pursuant to law for the care and treatment of sick or Injured persons with organized facilities for diagnosis and Surgery and having 24-hour nursing service and medical supervision.

**Injury** wherever used in the Policy means bodily Injury caused solely and directly by violent, Accidental, external, and visible means occurring while the Policy is in force and resulting directly and independently of all other causes in Disablement covered by the Policy.

**Insured Person(s)** means a person eligible for coverage under the Policy as defined in “Eligible Persons” who has applied for coverage and is named on the application and for whom the company has accepted premium. This may be the Primary Insured Person or Dependent(s).

**Medically Necessary or Medical Necessity** means services and supplies received while insured that are determined by the Company to be: 1) appropriate and necessary for the symptoms, diagnosis, or direct care and treatment of the Insured Person's medical conditions; 2) within the standards the organized medical community deems good medical practice for the Insured Person's condition; 3) not primarily for the convenience of the Insured Person, the Insured Person's Doctor or another Service Provider or person; 4) not Experimental/Investigational or unproven, as recognized by the organized medical community, or which are used for any type of research program or protocol; and 5) not excessive in scope, duration, or intensity to provide safe and adequate, and appropriate treatment.

**Mental and Nervous Disorder** means a Sickness that is a mental, emotional or behavioral disorder.

**Permanent Residence** means the country, state, or province where an Insured Person has his or her true, fixed and permanent home and principal establishment, and to which he or she has the intention of returning.

**Pre-existing Condition** for the purposes of the Policy means 1) a condition that would have caused person to seek medical advice, diagnosis, care or treatment during the 180 days prior to the Effective Date of coverage under the Policy; 2) a condition for which medical advice, diagnosis, care or treatment was recommended or received during the 180 days prior to the Effective Date of coverage under the Policy; 3) expenses for a Pregnancy existing on the Effective Date of coverage under the Policy.

**Reasonable and Customary** means the maximum amount that the Company determines is Reasonable and Customary for Covered Expenses the Insured Person incurs, up to but not exceed charges actually billed. The Company's determination considers: 1) amounts charged by other Service Providers for the same or similar service in the locality where received, considering the nature and severity of the bodily Injury or Sickness in connection with which such services and supplies are received; 2) any usual medical circumstances requiring additional time, skill or experience; and 3) other factors the Company determines are relevant, including but not limited to, a resource based relative value scale.


**Sickness** wherever used in the Policy means illness or disease of any kind contracted and commencing after the Effective Date of the Policy and Disablement covered by the Policy.

**Termination of Insurance** means the Insured Person's coverage will end on the earliest of the following dates:
1. The date the Master Policy terminates;
2. The date he or she is no longer eligible; or
3. The last day of the period of coverage, requested by the Participating Organization, applicable to the Insured Person for which premium is paid.

**IMPORTANT NOTICE**

Insurance policies providing certain health insurance coverage issued or renewed on or after September 23, 2010 are required to comply with all applicable requirements of the Patient Protection and Affordable Care Act (“PPACA”). However, there are a number of insurance coverages that are specifically exempt from the requirements of PPACA (See §2791 of the Public Health Services Act). ACE maintains this insurance is short-term, limited duration insurance and is not subject to PPACA.

ACE continues to monitor healthcare reform laws and regulations to determine any impact on its products. In the event these laws and regulations change, your plan and rates will be modified accordingly.

Please understand that this is not intended as legal advice. For legal advice on PPACA, please consult with your own legal counsel or tax advisor directly.