

PROGRAM DEFINITIONS

The following definitions apply:

“Dependent” means the Member's legal spouse; the Member's unmarried children from birth and under age 19; or under age 23, if enrolled as a full-time student in an accredited college, university, vocational or technical school; and children whose support is required by a court decree. Children include natural children, stepchildren and legally adopted children. They must be primarily dependent on the Member for support and maintenance and must live in a parent-child relationship with the Member. A spouse or child who is insured under this Policy as a Member will not be eligible as a Dependent.

“Emergency Security Situation” means a civil and/or military uprising, insurrection, war, revolution, or other violent disturbance in a Host Country, which in the opinion of either the recognized government of Your Home Country or Host Country immediate evacuation is advised. Emergency Security Situation does not include natural disasters.

“Enrollment Period” means the period of time for which You are validly enrolled for MEDEX SECURE and for whom We have received the appropriate enrollment fee.

“Home Country” means the country or territory as shown on Your passport.

“Host Country” means a country or territory You are visiting or in which You are living which is not Your Home Country.

“Illness” means a sudden and unexpected sickness that manifests itself during Your Enrollment Period.

“Injury” means an identifiable accidental injury caused by a sudden, unexpected, unusual, specific event that occurs during Your Enrollment Period.

“MEDEX Physician Advisors” means physicians, retained by MEDEX to provide Us with consultative and advisory services, including the review and analysis of the quality of medical care You are receiving.

“We,” “Us,” “Our,” and “MEDEX” means MEDEX Assistance Corporation.

“You” and “Your” means a person validly enrolled for MEDEX SECURE and for whom We have received the appropriate enrollment fee.

CONDITIONS AND LIMITATIONS

The services described are available to You only during Your Enrollment Period and only when You are 100 or more miles away from Your permanent residence in Your Home Country.

We will only cover transportation costs if We have given Our prior approval or if those services are coordinated by Us.

We have sole discretion in making the determination as to whether We will cover the cost of Emergency Medical Evacuations. Our decision will be based on medical considerations, including the opinions of the treating physicians, Our Regional Medical Advisors and Our medical director with respect to Your condition and ability to travel. We will determine the appropriate method, destination, and timing of any evacuation. The destination will be the nearest facility capable of providing appropriate care, as determined by Us.

We have sole discretion in making the coverage determination for Your Transportation After Stabilization. Our determination will be based on Your need for continuing medical care. We will not return You to Your Home Country for the sole sake of Your convenience.

We have sole discretion regarding the means, method and timing of a security evacuation. Our security personnel will consult with interested governments, security analysts, and the sponsor of Your MEDEX program. Security Evacuations will be from an international airport or other safe departure point We designate, and You will be responsible for the cost and arrangements of transportation to that point. We will arrange and pay for Your transportation to the nearest safe haven We designate, and You will be responsible for all transportation and living costs while at the safe haven. The decision to travel is the sole responsibility of the traveler.

Our obligation to pay for Your Security and/or Political Evacuation will be limited to a maximum of \$100,000 USD per person per Emergency Security Situation.

In the event We are arranging transportation by commercial air and You hold an original return airline ticket, We may use that ticket and are only responsible for any applicable change fees.

We will only direct-pay any transportation costs to the transportation providers, unless otherwise approved by Us in advance.

We are not responsible for the availability, timing, quality, results of, or failure to provide any medical, security, legal or other care or service caused by conditions beyond Our control. This includes Your failure to obtain care or service or where the rendering of such care or service is prohibited by U.S. law, local laws, or regulatory agencies.

Your legal representative shall have the right to act for You and on Your behalf if You are incapacitated or deceased.

EXPENSES NOT COVERED

We shall not be responsible for any costs or expenses arising from:

- (1) Hospital or medical expenses of any kind or nature.
- (2) Travel arrangements that were neither coordinated by nor approved by Us in advance.
- (3) Your traveling against the advice of a physician or traveling for the purpose of obtaining medical treatment.
- (4) Taking part in military or police service operations.
- (5) The commission of, or attempt to commit, an unlawful act.
- (6) Pregnancies, except in the case of a major, vital complication during the first two trimesters of pregnancy which presents a clear and significant risk of death or imminent serious injury or harm to the mother or fetus.
- (7) Initial transportation to local facilities, including ground ambulance fees, except as arranged by Us.
- (8) Mountaineering or rock climbing necessitating the use of guides or ropes, spelunking, skydiving, parachuting, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachment, racing of any kind other than on foot, bungee jumping, operating a vehicle when not properly licensed, or participating in professional sports unless otherwise agreed in writing by Us prior to Your Enrollment Period.

- (9) Incidental expenses, including but not limited to accommodations, local transportation, meals, telephone, and facsimile charges.
- (10) Subsequent Medical Evacuations for the same or related medical condition, regardless of location, or more than one Security or Political Evacuation from a country or territory per individual per annual term.
- (11) Failure to properly procure or maintain immigration, work, residence or similar type visas, permits or documents.
- (12) Security or Political Evacuations from Your Home Country.
- (13) Security or Political Evacuations when the Emergency Security Situation precedes Your arrival in the Host Country, or when the evacuation notice issued by the recognized government of Your Home Country or Host Country has been posted for a period of more than seven (7) days.
- (14) The actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.
- (15) Services not otherwise shown as covered.

REIMBURSEMENT TO MEDEX AND RIGHTS OF SUBROGATION

You or a responsible party on Your behalf shall either pay the cost of medical care and treatment, including hospital expenses directly or shall reimburse Us upon demand for all such costs and expenses which may be imposed upon Us by health care providers for the cost of medical care and treatment, including hospital expenses, or related assistance services either authorized by You or deemed to be advisable and necessary by Us under urgent medical circumstances, to the extent that such expenses are not Our responsibility. Such reimbursement shall be without regard to the specific terms, conditions, or limitations of any insurance policies or benefits available to You.

We shall be fully and completely subrogated to Your rights against parties who may be liable for the payment of, or a contribution toward the payment of, the costs and expenses of assistance services provided by Us or medical care and treatment, including hospital expenses, in the event that We pay or contribute to the payment of them. You must assign to Us any and all rights of recovery under any such insurance plans, including any occupational benefit plan, health insurance, or other insurance plan or public assistance program, up to the sum of any payments by Us.



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Coordination Center (call collect):
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410-453-6330

STATE
UNIVERSITY
OF
NEW YORK

MEDICAL & SECURITY EVACUATION & REPATRIATION PROGRAM

2009-2010

Group 803A

for
*Inbound and Outbound
International
Students, Scholars, Researchers,
Professors and their Dependents*

MEDICAL ASSISTANCE SERVICES

Worldwide Medical and Dental Referrals: We will provide referrals to help You locate appropriate treatment or care.

Monitoring of Treatment: Our Assistance Coordinators will continually monitor Your case. In addition, Our MEDEX Physician Advisors provide Us consultative and advisory services, including review and analysis of the quality of medical care You are receiving.

Facilitation of Hospital Payment: Upon securing payment or a guarantee to reimburse, We will either wire funds or guarantee required emergency hospital admittance deposits. You are ultimately responsible for the payment of the cost of medical care and treatment, including hospital expenses.

Transfer of Insurance Information to Medical Providers: We will assist You with hospital admission, such as relaying insurance benefit information, to help prevent delays or denials of medical care. We will also assist with discharge planning.

Medication, Vaccine and Blood Transfers: In the event medication, vaccines, or blood products are not available locally, or a prescription medication is lost or stolen, We will coordinate their transfer to You upon the prescribing physician's authorization, if it is legally permissible.

Replacement of Corrective Lenses and Medical Devices: We will coordinate the replacement of corrective lenses or medical devices if they are lost, stolen, or broken during travel.

Dispatch of Doctors/Specialists: In an Emergency where You cannot adequately be assessed by telephone for possible evacuation, or You cannot be moved and local treatment is unavailable, We will send an appropriate medical practitioner to You.

Medical Records Transfer: Upon Your consent, We will assist with the transfer of medical information and records to You or the treating physician.

Continuous Updates to Family, Employer, and Physician: With Your approval, We will provide case updates to appropriate individuals You designate in order to keep them informed.

Hotel Arrangements for Convalescence: We will assist You with the arrangement of hotel stays and room requirements before or after hospitalization.

MEDICAL EVACUATION & REPATRIATION SERVICES

Emergency Medical Evacuation: If You sustain an Injury or suffer a sudden and unexpected Illness and adequate medical treatment is not available in Your current location, We will arrange and pay for a medically supervised evacuation to the nearest medical facility We determine to be capable of providing appropriate medical treatment. Your medical condition and situation must be such that, in the professional opinion of the health care provider and MEDEX, You require immediate emergency medical treatment, without which there would be a significant risk of death or serious impairment.

Transportation to Join a Hospitalized Member: If You are traveling alone and are or will be hospitalized for more than three days, We will coordinate and pay up to \$2,500 for economy round-trip airfare for a person of Your choice to join You.

Return of Dependent Children: If Your dependent child(ren) age 18 or under are present but left unattended as a result of Your Injury or Illness, We will coordinate and pay for one-way economy airfare to send them back to Your Home Country. We will also arrange and pay for the services and transportation expenses of a qualified escort, if required.

Transportation After Stabilization: Following emergency medical evacuation and stabilization, We will coordinate and pay for one-way economy airfare to Your point of origin. If following stabilization We determine that hospitalization or rehabilitation should occur in Your Home Country, We will alternatively coordinate and pay for Your transportation there.

Repatriation of Mortal Remains: We will assist in obtaining the necessary clearances for Your cremation or the return of Your mortal remains. We will coordinate and pay for the expenses of the preparation and transportation of Your mortal remains to Your Home Country. We will coordinate and pay for round trip economy airfare for a family member to accompany the remains to the place of residence if the member was unattended by a family member.

SECURITY AND POLITICAL EVACUATION & SECURITY SERVICES

Real-time Security Intelligence: In the event You feel threatened by political unrest, social instability, weather conditions, or health or environmental hazards, We will provide You with the latest authoritative information and guidance for over 180 countries and select cities. Our global intelligence database is continuously updated and

includes destination intelligence from over 5,000 worldwide sources.

Security Evacuation: In the event of an Emergency Security Situation, We will on a best-effort basis arrange for Your evacuation from an international airport or other safe departure point We designate to the nearest safe haven. We will pay for Your evacuation up to and including seven (7) days from the date of evacuation notice given by the recognized government of Your Home Country or Host Country. You will be responsible for the cost and arrangement of ground transportation to the designated international airport or other safe departure point. If evacuation becomes impractical due to hostile or dangerous conditions, We will maintain contact with You and advise You until evacuation becomes viable or the Emergency Security Situation has passed.

Political Evacuation: In the event the officials of Your Home Country issue a written recommendation that You leave Your Host Country for non-medical reasons, or if You are expelled or declared "persona non grata" on the written authority of Your Host Country, We will on a best-effort basis arrange for Your evacuation from an international airport or other safe departure point We designate to the nearest safe haven. We will pay for Your evacuation up to and including seven (7) days from the date of evacuation notice given by the recognized government of Your Home Country or Host Country. You will be responsible for the cost and arrangement of ground transportation to the designated international airport or other safe departure point.

Transportation After Security or Political Evacuation: Following a Security or Political Evacuation and when safety allows, We will coordinate and pay for one-way economy airfare to return You to either Your Host Country or Your Home Country.

Other Evacuation Assistance Services: In the event You feel Your personal safety is threatened, but the situation does not dictate a Security or Political Evacuation and You none-the-less wish to be evacuated, We will assist You on a best-effort basis in making evacuation arrangements. This may include flight arrangements, securing visas, and logistical arrangements such as ground transportation and housing. In more complex situations, We will assist You in making arrangements with providers of specialized security services. You will be responsible for costs associated with this type of voluntary evacuation.

TRAVEL ASSISTANCE SERVICES

Pre-Travel Information: Upon Your request, We can provide continuously updated destination intelligence for more than 180 countries covering ten subject areas: security, health, transportation, entry/exit, finance, culture, language, communication, legal, and weather/environment.

Emergency Travel Arrangements: We will make new reservations for airlines, hotels, and other travel services in the event of an Illness or Injury.

Transfer of Funds: We will provide You with an emergency cash advance subject to Us first securing funds from You or Your family.

Replacement of Lost or Stolen Travel Documents: We will assist You in taking the necessary steps to replace passports, tickets, and other important travel documents.

Legal Referrals: Should You require legal assistance, We will direct You to an attorney and assist You in securing a bail bond.

Translation Services: Our multilingual Assistance Coordinators are available to provide immediate verbal translation assistance in a variety of languages in an emergency; otherwise We will provide You with referrals to local interpreter services.

Message Transmittals: You may send and receive emergency messages toll-free, 24-hours a day, through Our Emergency Response Center.

Emergency Pet Housing and/or Pet Return: We will coordinate arrangements for temporary boarding or the return of a pet left unattended as a result of Your Injury or Illness.

**Your MEDEX Group Number is 803A.
Your MEDEX ID Number can be found on your
MEDEX ID Card
Servicing Broker:**



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