

## Specialty Risk International, Inc.

### EXCLUSIONS

For **Medical benefits**, this Insurance does not cover:

1. Any Injury or Illness which meets the following criteria: a) condition(s) that would have caused a person to seek medical advise, diagnosis, care or treatment during the 36 months prior to the Effective Date of coverage under this Policy; b) condition(s) for which manifestation, medical advise, diagnosis, care or treatment was recommended, received, or noticed during the 36 months prior to the Effective Date of coverage under this Policy; For Insured Persons traveling outside the United States and Canada, the period is 12 months instead of 36 months. If the Insured Person is a United States citizen, this exclusion is waived for the first \$15,000 in eligible medical expenses incurred outside the United States and Canada (for persons age 65 and over, the amount is \$2,500). This waiver does not include coverage for known, scheduled, required, or expected medical care, drugs, or treatments existent or necessary prior to the effective date of this program.
2. Treatment that is not Medically Necessary.
3. Services provided at no cost to the Insured Person.
4. Treatment that exceed Reasonable and Customary charges.
5. Surgeries or Treatments which are Investigational, Experimental, or for Research purposes.
6. Services, supplies or Treatment, including any period of Hospital confinement, which were not recommended, approved and certified as Medically Necessary and reasonable by a Physician.
7. Suicide or any attempt there at whether the Insured Person committing them is sane or insane;
8. War, hostilities or warlike operations (whether war be declared or not), Invasion, Act of an enemy foreign to the nationality of the insured 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, Explosions of war weapons, Utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not, Terrorist activity.

For the purpose of this Exclusion;

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization(s) or governments(s).
- ii) Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any Loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the situations described above. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. Injury sustained while participating in professional, sponsored and/or organized Amateur or Interscholastic Athletics;
10. Vaccinations, inoculations, routine physicals or other examinations where there are no objective indications of impairment in normal health;
11. Treatment of the Temporomandibular Joint (TMJ) or for maxillary and/or mandibular hypoplastic and/or hyperplastic.
12. Vocational, occupational, speech, recreational, or music therapy.
13. Services performed or supplies or treatment recommended or rendered by a Relative of the Insured Person or any person who ordinarily resides with the Insured Person. This exclusion includes any treatment as the result of a referral to or by a Relative of the Insured Person or any person who ordinarily resides with the insured, to another physician.
14. Cosmetic or plastic Surgery and any related Hospital admission, except as the result of a covered Injury. For the purposes of this Insurance, Treatment of a deviated nasal septum shall be considered a cosmetic condition.
15. Treatment, purchase and fitting of false teeth or dentures;
16. Eye refractions or eye examinations for the purpose of prescribing corrective lenses or eye glasses or for the fitting thereof and radial keratotomy, unless caused by Accidental bodily Injury incurred while insured hereunder;
17. Injury sustained while under the influence of or disablement due to wholly or partly to the effects of intoxicating liquor or drugs;
18. Telephone consultations or failure to keep a scheduled appointment.
19. Treatment while confined primarily to receive Custodial Care, educational or rehabilitative care and nursing services in a long term care facility, spa, hydro clinic, weight loss clinic, sanatorium, nursing home or similar facilities.

20. Congenital abnormalities and conditions arising out of or resulting there from.
21. Services and supplies, which are non-medical in nature.
22. 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.
23. Intentionally self-inflicted Injury or Illness whether the Insured Person committing them is sane or insane;
24. Commission or attempt to commit a felony offense or from the Insured Person being engaged in an illegal occupation or activity;
25. Injury sustained while racing by horse or motor vehicle or motorcycle, scuba diving involving underwater breathing apparatus (unless PADI or NAUI certified);
26. Treatment paid for or furnished under any other individual or group policy or other service or medical pre-payment plan arranged through the 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;
27. Injuries for which benefits are payable under any no-fault automobile insurance policy;
28. Treatment of venereal disease, sexually transmitted disease, or expenses for a sex change;
29. Routine Dental Treatment and services for Dental care of the teeth or periodontium or the surrounding tissue or structure, except as the result of Injury to sound, natural teeth caused by Accident;
30. Treatments, Medications or procedures that either promotes or prevents conception, or prevents childbirth, including but not limited to: artificial insemination, in vitro fertilization, gamete intra fallopian transfer (GIFT), Treatment for infertility or impotency, sterilization or reversal thereof, or abortion.
31. Treatment in connection with alcoholism and drug addiction, or use of any drug or narcotic agent and caffeine withdrawal;
32. Any Mental and Nervous disorders or rest cures;
33. Treatment which is incurred by Insured Persons who were HIV Positive at the time of Application for this Insurance, or testing for the following: HIV, seropositivity to the AIDS virus, AIDS related illnesses, ARC Syndrome, or AIDS.
34. Treatment for the AIDS virus, AIDS related illness, ARC Syndrome, AIDS, and/or any illness arising as complications from these conditions.
35. Treatment for Chronic Fatigue Syndrome, including but not limited to diagnostic workups.
36. Service or Treatment for any form of food supplement or augmentation or for any program for weight control, whether for obesity or any diagnosis, by diet, injection of any fluid, or use of any Medications or Surgery of any kind including but not limited to gastric bypass, gastric stapling or gastroplasty procedures whether or not in connection with morbid obesity. Additionally, procedures for removal of excess skin are considered cosmetic and are excluded from coverage.
37. Chiropractic care;
38. Land and/or sea rescues.
39. Occupational Diseases, including but not limited to diseases related to asbestos exposure, and the complications thereof, including asbestosis and mesothelioma related to asbestos exposure.
40. Treatment, services and supplies for flat feet, fallen arches, corns, bunions, calluses and care of toenails.
41. Treatment, services and supplies for Convalescent, Hospice and Home Health Care.
42. Pregnancy expenses or illness resulting from pregnancy, childbirth, or miscarriage; or for miscarriage resulting from Accident.
43. Expenses incurred for which travel was undertaken to seek medical treatment for a condition; or incurred after the Insured Person's physician has limited or restricted travel.
44. Expenses incurred in the United States unless the expenses pertain to the Home Country Coverage Benefit.

With regards to Accidental Death and Dismemberment, Emergency Medical Evacuation/Repatriation, Return of Mortal Remains, Emergency Medical Reunion, and Return of Minor Child, this Insurance does not cover:

1. Suicide or attempt thereof by the Insured Person while sane or self destruction or any attempt thereof by the Insured Person while insane;
2. Disease or sickness of any kind; (only applicable to AD&D)
3. Bacterial infections except pyogenic infection which shall occur through an accidental cut or wound; (only applicable to AD&D)
4. Hernia of any kind; (only applicable to AD&D)
5. 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;
6. Injury sustained while the Insured Person is riding as a passenger in any aircraft (a) not having a current and valid Airworthy Certificate and (b) not piloted by a person who holds a valid and current certificate of competency for piloting such aircraft;
7. War, hostilities or warlike operations (whether war be declared or not), Invasion, Act of an enemy foreign to the nationality of the insured 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, Explosions of war weapons, Utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not, Terrorist activity.

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- ii) Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals. Also excluded hereon is any Loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the situations described above. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

- 8. Service in the military, naval or air service of any country;
- 9. Flying in any aircraft being used for or in connection with acrobatic or stunt flying, racing, endurance tests, rocket-propelled aircraft, crop dusting or seeding or spraying, fire fighting, exploration, pipe or power line inspection, any form of hunting or herding, aerial photography, banner towing or any experimental purpose;
- 10. Being under the influence of alcohol or having taken drugs or narcotics unless prescribed by a legally qualified physician or surgeon;
- 11. Injury occasioned or occurring while the Insured Person is committing or attempting to commit a felony or to which a contributing cause was the Insured Person being engaged in an illegal occupation;
- 12. Riding or driving in any kind of competition;
- 13. Pregnancy, childbirth, miscarriage or abortion;
- 14. Covered Expenses incurred after the Insured Person's physician has limited or restricted travel; or Covered Expenses incurred as a result of a change in prescribed treatment during, or within the three months prior to the effective date of coverage.

For Interruption of Trip, this insurance does not cover:

(1) war or any act of war, whether declared or not; participation in a felony, riot or insurrection; participation in contests of speed; a Pre-existing Condition existing prior to the Insured's departure from their Home Country that has the likelihood of causing death; the Insured Person or Traveling Companion or Traveling Companion's family making changes to personal plans; having business or contractual obligations; being unable to obtain necessary travel documents (passports, visas, etc.); being detained or having property confiscated by customs authorities; carrier caused delays (including bad weather); prohibition or regulatory by any government; default of yacht charter companies; default of the organization from which the Insured Person purchased their trip arrangements.

For Lost of Checked Luggage, this insurance does not cover:

animals; automobiles or automobile equipment; boats; motors; motorcycles; other conveyances or their appurtenances (except bicycles while checked as baggage with a Common Carrier); household furniture; eye glasses or contact lenses; artificial teeth or dental bridges; hearing aids; prosthetic limbs; musical instruments; money or securities; tickets or documents; or sporting equipment if loss or damage results from the use thereof.