

Texas A&M University System

Upgrade Plan

Policy # GLM N04984080-U

2022

Administered by Cultural Insurance Services International • 1 High Ridge Park • Stamford, CT 06905-1322

This plan is underwritten by ACE American Insurance Company

SCHEDULE OF BENEFITS	
Coverage and Services	Maximum Limits
TRAVEL ACCIDENT INDEMNITY INSURANCE	
Accidental Death and Dismemberment Per Insured Person	\$25,000 (\$5,000 Spouse, \$1,000 Child)
ACCIDENT AND SICKNESS INSURANCE	
Medical expenses (per Covered Accident or Sickness):	
Deductible	zero
Benefit Maximum	\$500,000 at 100%
Extension of Benefits	30 days
Home Country Coverage Limit	\$20,000
TRAVEL ASSISTANCE INSURANCE	
Emergency Medical Reunion	(incl. hotel/meals, max \$300/day) \$6,000
Program Fee Refund	\$5,000
Quarantine	\$2,000
Trip Delay	\$1,000 (\$200/day)
Trip Interruption	\$2,500
PERSONAL PROPERTY INSURANCE	
Lost Checked Baggage	\$500 max
Personal Property	(\$500 per item) \$1,000 max
EVACUATION AND REPATRIATION INSURANCE	
Emergency Medical Evacuation	100% of Covered Expenses
Repatriation of Mortal Remains	100% of Covered Expenses
Security Evacuation (Comprehensive)	\$100,000
NON-INSURANCE SERVICES	
Team Assist Plan (TAP): 24/7 medical, travel, technical assistance	
PERSONAL LIABILITY COVERAGE	
Maximum Benefit Per Claim	\$100,000
Additional Living Expenses	\$5,000

Deductible per Personal Property Claim	\$100	Payment of Deduct.under Homeowner’s Insurance	\$1,000
Medical Payments Coverage	\$5,000	Aggregate Limit per Insured/Policy Aggregate	\$200,000

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 Texas A&M University System under form number AH-15090. In the event of any conflict between this Description of Coverage and the Master Policy, the Policy will govern.

Eligibility and Provisions

Benefits are payable under the Policy for Covered Expenses incurred by an Insured Person for the items stated in the *Schedule of Benefits*. All students and accompanying faculty and staff who are enrolled as Texas A&M University System education abroad participants, and who are temporarily pursuing educational activities outside of the United States and their Home Country are eligible for coverage. Benefits shall be payable to either the Insured Person or the Service Provider for Covered Expenses incurred Worldwide, except in the United States or their Home Country. The first such expense must be incurred by an Insured Person within 30 days after the date of the Covered Accident or commencement of the Sickness; and

- All expenses must be incurred by the Insured Person within 364 days from the date of the Covered Accident or commencement of the Sickness; and
- The Insured Person must remain continuously insured under the Policy for the duration of the treatment.

The charges enumerated herein shall in no event include any amount of such charges which are in excess of Reasonable and Customary charges. If the charge incurred is in excess of such average charge such excess amount shall not be recognized as a Covered Expense. All charges shall be deemed to be incurred on the date such services or supplies, which give rise to the expense or charge, are rendered or obtained.

Accidental Death and Dismemberment Benefit

Accidental Death Benefit. If Injury to the Insured Person results in death within 365 days of the date of the Covered Accident that caused the Injury, We will pay 100% of the Benefit Amount.

Accidental Dismemberment Benefit. If Injury to the Insured Person results, within 365 days of the date of the Covered Accident that caused the Injury, in any one of the Losses specified below, We will pay the percentage of the Benefit Amount shown below for that Loss:

For Loss of:	Percentage of Maximum Amount:
Life	100%
Two or more Members	100%
Speech and Hearing in Both Ears	100%
One Member	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of the Same Hand	25%

“Member” means Loss of Hand or Foot and Loss of Sight. “Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint. “Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total and permanent Loss of Hearing in an ear that is irrecoverable and cannot be corrected by any means. “Loss of a Thumb and Index Finger of the Same Hand” means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body. If more than one Loss is sustained by an Insured Person as a result of the same Covered Accident, only one amount, the largest, will be paid. Maximum aggregate benefit per occurrence is \$2,000,000.

Accident and Sickness Medical Expenses

We will pay Covered Expenses due to Accident or Sickness only, as per the limits stated in the *Schedule of Benefits*. Coverage is limited to Covered Expenses incurred as listed below and subject to Exclusions. Initial treatment of an Injury or Sickness must occur within 30 days of the Accident or onset of the Sickness.

When a Covered Injury or Sickness is incurred by the Insured Person We will pay Reasonable and Customary medical expenses incurred shown in the *Schedule of Benefits*. In no event shall Our maximum liability exceed the Benefit Maximum stated in the *Schedule of Benefits* as to Covered Expenses during any one period of individual coverage.

Covered Accident & Sickness Medical Expenses

Only such Medically Necessary expenses, incurred as the result of a covered Accident or Sickness, which are specifically enumerated in the following list of charges, and which are not excluded in the Exclusions section, shall be considered as Covered Expenses:

- Charges made by a Hospital for room and board, floor nursing and other services inclusive of charges for professional service and with the exception of personal services of a non-medical nature; provided, however, that expenses do not exceed the Hospital's average charge for semiprivate room and board accommodation.
- Charges made for Intensive Care or Coronary Care charges and nursing services.
- Charges made for diagnosis, treatment and surgery by a Doctor.
- Charges made for an operating room.
- Charges made for outpatient treatment, same as any other treatment covered on an inpatient basis. This includes ambulatory surgical centers, Doctors' outpatient visits/examinations, clinic care, and surgical opinion consultations.
- Charges made for the cost and administration of anesthetics.
- Charges for medication, x-ray services, laboratory tests and services, the use of radium and radioactive isotopes, oxygen, blood, transfusions, iron lungs, and medical treatment.
- Dressings, drugs, and medicines that can only be obtained upon a written prescription of a Doctor or surgeon.
- Charges made for artificial limbs, eyes, larynx, and orthotic appliances, but not for replacement of such items.
- Local transportation to or from the nearest Hospital or to and from the nearest Hospital with facilities for required treatment. Such transportation shall be by licensed ground ambulance only.
- Charges for physiotherapy, if recommended by a Doctor for the treatment of a specific Injury or Sickness and administered by a licensed physiotherapist.
- Nervous or Mental Disorders are payable a) up to \$20,000 for outpatient treatment; or b) up to \$20,000 on an inpatient basis. We shall not be liable for more than one such inpatient or outpatient occurrence under the Policy with respect to any one Insured Person.
- Treatment for drug/alcohol dependency is covered up to \$200 per day, subject to 3 treatment series.
- Chiropractic Care and Therapeutic Services shall be limited to a total of \$50 per visit, excluding x-ray and evaluation charges, with a maximum of 10 visits per Injury or Sickness. The overall maximum coverage per Injury or Sickness is \$500 which includes x-ray and evaluation charges.
- Accidental dental charges for emergency dental repair or replacement to natural teeth damaged as a result of a covered Injury including expenses incurred for services or medications prescribed, performed or ordered by dentist.
- With respect to Palliative Dental, an eligible Dental condition shall mean emergency pain relief treatment to natural teeth up to \$1,000 (\$250 maximum per tooth).
- Pregnancy, childbirth or miscarriage.
- Charges for the replacement of broken eyeglasses or lost contacts up to a maximum benefit of \$75 per Policy term.
- Charges due to a Pre-Existing Condition are covered up to \$10,000 on a primary basis. Any remaining costs are payable secondary to any other insurance plan, up to the Medical Expense maximum.
- Therapeutic termination of pregnancy is covered up to a maximum of \$500.
- Newborn Nursery Care is covered up to the maximum of \$500.

Extension of Benefits

Medical benefits are automatically extended 30 days after expiration of Insurance for conditions first diagnosed or treated during or related to your overseas study program with Texas A&M University. Benefits will cease at 12:00 a.m. on the 31st day following Termination of Insurance.

Home Country Benefit

We will pay the benefit shown in the *Schedule of Benefits* when during a scheduled trip outside of the Home Country, the Insured Person returns to his or her Home Country or Permanent Residence for incidental visits provided the primary reason for the Insured Person's return to the Home Country or Permanent Residence is not to obtain medical treatment for an Injury or Sickness that occurred while traveling.

Benefits are payable under the Policy only to the extent that Covered Expenses are not payable under any other domestic health care plan.

Home Country Benefit payments are subject to any applicable Benefit Maximum shown in the *Schedule of Benefits*. This coverage will end on the earlier of the date the Insured Person's coverage would otherwise end or the end of the Policy Term.

Emergency Medical Reunion

When an Insured Person is hospitalized for more than 6 consecutive days, We will reimburse for expenses incurred for travel, meals and lodging for one individual selected by the Insured Person, from the Insured Person's current Home Country to the location where the Insured Person is hospitalized, subject to the Benefit Maximum and Daily Benefit shown in the *Schedule of Benefits*.

We will also pay this benefit if the Insured Person was the victim of a Felonious Assault. "Felonious Assault" means a violent or criminal act reported to the local authorities which was directed at the Insured Person during the course of, or an attempt of, a physical assault resulting in serious Injury, kidnapping or rape.

Program Fee Refund Benefit

We will reimburse the Program Fee if the Insured Person would otherwise be eligible for benefits under the Policy but is prevented from taking the Trip for any of the following reasons:

1. Death of a Family Member.
2. The Insured Person or Family Member suffers an Injury or Sickness that is not a Pre-Existing Condition. The Insured Person's or Family Member's Injury or Sickness must be so disabling, as certified by a Doctor, to reasonably cause a person to cancel the Trip.
3. The Insured enters full-time active duty in any Armed Forces; and We receive proof of such active duty service.

Benefits are payable up to the maximum shown in the *Schedule of Benefits* only if:

1. the event causing the cancellation of participation in the Trip occurs within 30 days prior to the scheduled departure date;
2. to the extent the program fee has been paid and is not refundable We will not reimburse any amount of the Program fee for: a) the Program Application fee; b) any deposit paid to confirm participation in the Program; or c) any insurance premiums or fees.

Quarantine Benefit

We will pay expenses incurred for up to the Maximum Limit shown in the *Schedule of Benefits*, if the Insured Person is subject to a Quarantine for H1N1 Influenza/any contagious disease that prevents traveling. Symptoms of the disease causing the Quarantine must first be manifested after the start of the Trip and the Quarantine must cause an interruption or delay in the Insured Person's Trip for which suitable accommodations are not otherwise available. Benefits will end on the earlier of: (a) 14 days after the Quarantine is issued; or (b) the date the Quarantine expires. Covered Expenses:

1. the reasonable expenses incurred for lodging and meals;
2. the cost of a one-way economy airfare ticket to either the Insured Person's Home Country or to re-join the group; and
3. non-refundable travel arrangements.

"Quarantine" means the period of time during which the Insured Person is forced into medical isolation by a recognized government authority, their authorized deputies, or medical examiners due to the Insured Person either having, or being suspected of having, a contagious disease, infection or contamination while the Insured Person is traveling outside of the Insured's Home Country.

Trip Delay Benefit

We will reimburse Covered Expenses up to \$200 per person per day subject up to 5 days subject to a 1,000 Maximum Benefit if an Insured's trip is delayed for more than 12 hours.

Covered Expenses include charges incurred for reasonable, additional accommodations and traveling expenses until travel becomes possible. Incurred expenses must be accompanied by receipts. This benefit is payable only for one delay of the Insured's Trip. Travel Delay must be caused by one of the following reasons:

- Injury, Sickness or death of the Insured Person and/or Traveling Companion;
- carrier delay;
- lost or stolen passport, travel documents or money;
- Natural Disaster;
- the Insured being delayed by a traffic accident while en route to a departure;
- hijacking;
- unpublished or unannounced strike;
- civil disorder or commotion;
- riot;
- inclement weather which prohibits Common Carrier departure;
- a Common Carrier strike or other job action;
- equipment failure of a Common Carrier;
- or the loss of the Insured's and/or traveling companion's travel documents, tickets or money due theft.

The Insured's Duties in the Event of Loss: The Insured must provide Us with proof of the Travel Delay such as a letter from the airline, cruise line, or Tour operator/ newspaper clipping/ weather report/ police report or the like and proof of the expenses claimed as a result of Trip Delay.

Trip Interruption Benefit

We will reimburse the cost of a round-trip economy air and/or ground transportation ticket of the Insured Person's trip, if his or her trip is interrupted as the result of:

- the death of a Family Member; or
- the unforeseen Injury or Sickness of the Insured Person or a Family Member. The Injury or Sickness must be so disabling as to reasonably cause a trip to be interrupted.

The total benefits payable under the Trip Interruption Benefit will not exceed the maximum stated in the *Schedule of Benefits*.

Lost Checked Baggage Benefit

We will reimburse the Insured Person's replacement costs of clothes and personal hygiene items, up to the Benefit Maximum shown in the *Schedule of Benefits*, if the Insured Person's luggage is checked onto a common carrier, and is then lost, stolen, or damaged beyond his or her use. Replacement costs are calculated on the basis of the depreciated standard for the specific personal item claimed and its average usable period. The Insured Person must file a formal claim with the transportation provider and provide Us with copies of all claim forms and proof that the transportation provider has paid the Insured Person its normal reimbursement for the lost, stolen, or damaged luggage.

Personal Property Benefit

We will reimburse the Insured Person the reasonable cost, up to the Benefit Maximum shown in the *Schedule of Benefits* after satisfaction of the Deductible, for replacement of any personal property that is lost or totally destroyed while the Insured Person is on his or her Trip. Replacement costs are calculated on the basis of the depreciated standard for the specific personal item claimed and its average usable period. The Insured Person must demonstrate that he or she has taken reasonable precautions for the safety and security of any covered property, and We require certification by a police or security authority in an incident report.

For any claim the Insured Person makes under this Benefit, We are entitled to make reasonable repairs or salvage efforts to restore his or her personal property or to keep the damaged property if We choose to do so. We will require valid receipts of replacement goods prior to payment of any benefits.

"Personal Property" means personal goods belonging to the Insured or for which the Insured is responsible and are taken on the Trip or acquired by the Insured during the Trip. It does not include vehicles (including aircraft and other conveyances) or their accessories or equipment or laptops.

Emergency Medical Evacuation Benefit

We will pay benefits for Covered Expenses incurred up to the maximum limit stated in the *Schedule of Benefits*, if a Medical Emergency commencing during the Period of Coverage results in the Emergency Medical Evacuation of the Insured Person. The Insured Person's Doctor must certify that the severity of the Insured Person's Medical Emergency requires an Emergency Medical

Evacuation. Benefits will not be payable unless the Assistance Company authorizes in advance, and services are rendered by the Assistance Company. All transportation arrangements must be by the most direct and economical route.

Covered Expenses include Medical Transportation, Dispatch of a Doctor or Specialist, Return of Dependent Child(ren), Escort Services, and Transportation After Stabilization.

Repatriation of Mortal Remains Benefit

We will pay the reasonable Covered Expenses incurred up to the maximum limit as stated in the *Schedule of Benefits*, to return the Insured Person's remains to his/her Home Country or Permanent Residence, if he or she dies. Covered Expenses include: expenses for embalming, cremation, least costly coffin or container appropriate for transportation, shipping costs including necessary government authorizations, and Escort Services (expenses for an Immediate Family Member or companion who is traveling with the Insured Person to join the Insured Person's body during the repatriation to the Insured Person's place of residence).

Benefits will not be payable unless the Assistance Company authorizes in advance, and services are rendered by the Assistance Company. All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the Usual and Customary Charges for similar transportation in the locality where the expense is incurred.

Note: All Covered Expenses in connection with either **Emergency Medical Evacuation** or **Repatriation of Mortal Remains** must be pre-approved and authorized by an Assistance Company representative appointed by the Company.

Security Evacuation (Comprehensive)

Coverage (up to the amount shown in the Brochure's *Schedule of Benefits*, Security Evacuation) is provided for security evacuations for specific Occurrences. To view the covered Occurrences and to download a detailed PDF of this brochure, please go to the following web page: http://www.culturalinsurance.com/cisi_forms.asp. Benefits are subject to the Maximum Limit shown in the *Schedule of Benefits*.

Exclusions and Limitations

We will not pay Accidental Death and Dismemberment Benefits for any loss or Injury that is caused by or results from:

- Disease of any kind.
- Bacterial infections except pyogenic infections which occur from an accidental cut or wound.
- Neuroses, psychoneuroses, psychopathies, psychoses or mental or emotional diseases or disorders of any type.
- Intentionally self-inflicted Injury; suicide or attempted suicide (Applicable to Accidental Death and Dismemberment benefits only).
- War or any act of war, whether declared or not.
- Injury sustained while riding as a pilot, student pilot, operator, or crew member, in or on, boarding or alighting from, any type of aircraft.
- Injury occasioned or occurring while committing or attempting to commit a felony, or to which the contributing cause was the Insured Person being engaged in an illegal occupation.

In addition, this Insurance does not cover Medical Expense Benefits for:

- 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 an Injury or Sickness established by a prior call or attendance of a Doctor.
- Treatment of the temporomandibular joint.
- Any treatment, service or supply not specifically covered by the Policy.

- Services or supplies performed or provided by a Relative of the Insured Person, or anyone who lives with the Insured Person.
- Cosmetic or plastic surgery, except as the result of a covered Injury.
- Elective Surgery or Elective Treatment which can be postponed until the Insured Person returns to his/her Home Country or Permanent Residence, where the objective of the trip is to seek medical advice, treatment or surgery.
- Treatment and the provision of false teeth or dentures, normal hearing 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 an 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.
- Expenses as a result of or in connection with the commission of a felony offense.
- Injury sustained while taking part in mountaineering where ropes or guides are normally used; hang gliding; parachuting; bungee jumping; racing by horse, motor vehicle or motorcycle; parasailing.
- Treatment paid for or furnished under any mandatory government program or facility set up for treatment without cost to any individual.
- Injury or Sickness covered by Workers' Compensation, Employers' Liability laws, or similar occupational benefits.
- Injuries for which benefits are payable under any no-fault automobile insurance policy.
- Routine dental treatment.
- Drugs, treatments or procedures that either promote or prevent conception, or prevent childbirth, including but not limited to: artificial insemination, treatment for infertility or impotency, sterilization or reversal thereof, or abortion.
- Treatment for human organ tissue transplants and related treatment.
- 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.
- Dental care, except as the result of Injury to natural teeth caused by a Covered Accident, unless otherwise covered under this Policy.

In addition to the Policy Exclusions, We will not pay Personal Property and/or Lost Checked Baggage Benefits for:

- loss or damage due to: a) moth, vermin, insects, or other animals; wear and tear; atmospheric or climatic conditions; or gradual deterioration or defective materials or craftsmanship; b) mechanical or electrical failure; c) any process of cleaning, restoring, repairing, or alteration.
- more than a reasonable proportion of the total value of the set where the loss or damaged article is part of a set or pair.
- cash, currency, devaluation of currency or shortages due to errors or omissions during monetary transactions.
- any loss not reported to either the police or transport carrier within 24 hours of discovery.
- any loss due to confiscation or detention by customs or any other authority.
- electronic equipment or devices including, but not limited to: cellular telephones; citizen band radios; tape players; radar detectors; radios and other sound reproducing or receiving equipment; PDAs; BlackBerrys; laptop computers; and handheld computers.

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

Company shall be ACE American Insurance Company.

Covered Accident 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 or ordered by a Doctor, and Reasonable and Customary charges incurred while insured under this Policy, and that do not exceed the maximum limits shown in 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 Us. 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's unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured'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 or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured 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 for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

"Dependent" also means an Insured Person's Domestic Partner. "Domestic Partner" means a person of the same or opposite sex of the Insured Person who: 1) shares the Insured Person's primary residence; 2) is financially interdependent with the Insured Person in each of the following ways; a) by holding one or more credit or bank accounts, including a checking account, as joint owners; b) by owning or leasing their permanent residence as joint tenants; c) by naming, or being named by the other as a beneficiary of life insurance or under a will; d) by each agreeing in writing to assume financial responsibility for the welfare of the other. 3) has signed a Domestic Partner declaration with Insured Person, if recognized by the laws of the state in which he or she resides with the Insured Person; 4) has not signed a Domestic Partner declaration with any other person within the last 12 months; 5) is 18 years of age or older; 6) is not currently married to another person; 7) is not in a position as a blood relative that would prohibit marriage.

Doctor as used in this 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.

Effective Date means the date the Insured Person's coverage under the Policy begins. An Eligible Person will be insured on the latest of: 1) the Policy Effective Date; 2) the date he or she is eligible; or 3) the date requested by the Participating Organization provided the required premium is paid.

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 sub-mucous resection and/or other surgical correction for deviated nasal septum, other than for necessary treatment of covered purulent sinusitis. Elective Surgery does not apply to cosmetic surgery required to correct Injuries suffered in a Covered Accident. Elective Treatment includes, but is not limited to, treatment for acne, nonmalignant warts and moles, weight reduction, infertility, and learning disabilities.

Eligible Benefits means benefits payable by Us to reimburse expenses that are for Medically Necessary services, supplies, care, or treatment due to Sickness or Injury, prescribed, performed or ordered by a Doctor, and Reasonable and Customary charges incurred while insured under this 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.

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 or Permanent Residence to obtain further medical treatment or to recover; or c) both a) and b) above.

Family Member or **Immediate Family Member** means an Insured Person's spouse, domestic partner, child, brother, sister, parent, grandparent, or immediate in-law.

Home Country means the country where an Insured Person has his or her true, fixed and permanent home and principal establishment or the United States. Coverage under this Policy is extended to U.S. citizens traveling to U.S. Territories.

Hospital as used in this 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 this Policy means bodily Injury caused solely and directly by violent, accidental, external, and visible means occurring while this Policy is in force and resulting directly and independently of all other causes in a loss covered by this 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 if any and for whom We have accepted premium. This may be the Primary Insured Person or Dependent(s), if eligible for coverage under the policy and the required premium is paid.

Medically Necessary or **Medical Necessity** means services and supplies received while insured that are determined by Us 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, adequate, and appropriate treatment.

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

Permanent Residence or **Country of Residence** means the country 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 means an illness, disease, or other condition of the Insured Person within 180 days prior to the Insured Person’s coverage became effective under the Policy: 1) first manifested itself, worsened, became acute, or exhibited symptoms that would have caused a person to seek diagnosis, care, or treatment; or 2) required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or 3) was treated by a Doctor or treatment had been recommended by a Doctor.

Reasonable and Customary means the maximum amount that We determine is Reasonable and Customary for Covered Expenses the Insured Person receives, up to but not to exceed charges actually billed. Our 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 We determine are relevant, including but not limited to, a resource based relative value scale.

Relative means spouse, Domestic Partner, parent, sibling, child, grandparent, grandchild, step-parent, step-child, step-sibling, in-laws (parent, son, daughter, brother and sister), aunt, uncle, niece, nephew, legal guardian, ward, or cousin of the Insured Person.

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

Termination of Insurance means the Insured Person’s coverage will end on the earliest of the following date: 1) the Policy terminates; 2) the Insured Person is no longer eligible; 3) of the last day of the Term of Coverage, requested by the Participating Organization, applicable to the Insured Person; or 4) the period ends for which premium is paid.

Termination of the Policy will not affect Trip coverage, if premium for the Trip is paid prior to the actual start of the Trip.

U.S. Territories means lands that are directly overseen by the United States Federal Government. A list of these territories would include the United States Virgin Islands, Guam, American Samoa, Northern Mariana Islands, and Puerto Rico.

We, Our, Us means the insurance company underwriting this insurance.

IMPORTANT NOTICE

This policy provides travel insurance benefits for individuals traveling outside of their home country. This policy does not constitute comprehensive health insurance coverage (often referred to as “major medical coverage”) and does not satisfy a person’s individual obligation to secure the requirement of minimum essential coverage under the Affordable Care Act (ACA). For more information about the ACA, please refer to www.HealthCare.gov

This information provides a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in the policy issued in the state in which the policy was delivered under form number AH- 15090. Complete details may be found in the policy on file at your school’s office. The policy is subject to the laws of the state in which it was issued. Please keep this information as a reference.

Personal Liability Insurance Coverage

We will pay the benefit shown in the *Schedule of Benefits*, on behalf of the Insured all sums which the Insured shall become legally obligated to pay as Damages for personal liability claims first made against the Insured and reported to Us, during the Policy Term that the Personal Liability Insurance Coverage is in force, arising out of any Incident covered under this Rider, provided always that such Incident occurs: a) on or after the Policy Effective Date on which this Rider becomes effective; or b) on or after the effective date of the earliest claims-made policy covering the Insured.

We will have the right and duty to defend any suit against the Insured seeking Damages to which this coverage applies even if any of the allegations of the suit are groundless, false or fraudulent. We may make such investigation and settlement of any Claim, or suit

as it deems expedient. In no event, shall We be obligated to pay Damages or Claim Expenses or to defend, or continue to defend, any suit after the applicable limit of the Company's liability has been exhausted by payment of Damages.

Other Insurance:

If other valid and collectible insurance is available to the Insured for a covered loss, Our obligations are limited as follows:

- a) **Primary Insurance:** This insurance is primary over the Participating Organization's liability insurance. If this insurance is primary, Our obligations are not affected unless any insurance other than the Participating Organization's insurance is also primary. Then we will share with all that other insurance by the Method of Sharing described in below.
- b) **Method of Sharing:** If the other insurance permits the contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

Medical Payments Coverage

We will pay benefits up to the Limit per Coverage Period shown in the *Schedule of Benefits*, on behalf of the Insured for Medical Expenses that are incurred or medically ascertained within 52 weeks after the date of the Incident and which result from an Incident causing Bodily Injury to: a) a person who is on the Insured Location with the permission of the Host Family; or b) a person not on the Insured Location.

Medical Expenses are defined as those expenses recommended and approved by a Doctor for hospital room and board, use of an operating room, emergency room, ambulatory medical center, fees of physicians and nurses, laboratory tests, prescription medicines or drugs, anesthetics, transfusions, diagnostic testing, and therapeutics. We will pay the benefit pursuant to this provision only after the Insured has submitted to Us, due proof of the Medical Expenses incurred. This coverage does not apply to the Insured.

Additional Living Expenses Coverage

If an Incident results in the Insured Location becoming unfit to live in, We will pay for any necessary increase in living expenses incurred by the Host Family so that the household can maintain its normal standard of living. Payment will be for the shortest time required to repair or replace the damage to the Insured Location or, if the Host Family permanently relocates, the shortest time required for the Host Family to settle elsewhere. We will pay the Host Family benefits, up to the Limit per Coverage Period shown in the *Schedule of Benefits*, on behalf of the Insured per Policy Term for Additional Living Expenses.

We will pay the benefit pursuant to this provision only after the Insured has submitted to Us due proof of the Additional Living Expenses incurred.

Payment of Deductible Under Homeowner's Insurance Coverage

If an Incident results in a claim being paid under a valid and collectible homeowner's insurance policy of the Host Family covering the Insured Location, We will pay the Host Family for the loss incurred, up to the amount of the deductible under the Host Family's homeowner's insurance policy, up to the amount shown in the *Schedule of Benefits*, per Insured per Policy Term.

We will pay the benefit pursuant to this provision only after the Insured has submitted to Us due proof of the deductible amount which was incurred.

Exclusions and Limitations

No Benefit will be payable as the result of:

- Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of any Automobile, watercraft, Mobile Equipment or aircraft owned or operated by or rented or loaned to any Insured;
- Based on or arising out of liability assumed by the Insured under any contract or agreement, except liability arising out of the performance of written duties required by the Participating Organization as part of the Covered Trip/Program;
- Arising out of discrimination on the basis of age, sex, race, religion, marital status, national origin or sexual preference by any Insured, including Personal Injury resulting there from;
- Arising from the transmission of or infection by, or the testing or the failure to test for the presence of Acquired Immune Deficiency Syndrome (AIDS), any AIDS related virus or any other disease transmitted through sexual contact or another person's body fluids;

- Dishonest, fraudulent, criminal or malicious act or omission or deliberate misrepresentation committed by, at the direction of, or with the knowledge of any Insured;
- Arising from acts by any Insured expected or intended to cause Bodily Injury or Property Damage sustained (This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect person or property.);
- Arising from any obligation for which the Insured or any carrier as their insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- Property Damage to property: a) owned or being transported by the Insured, or b) rented to, occupied by or in the care of the Insured;
- Brought against any Insured alleging, in whole or part sexual assault, abuse, molestation or habitual neglect, or licentious, immoral, amoral other behavior that was threatened, committed, or alleged to have been committed, by any Insured or by any person for whom the Insured is legally responsible; however, notwithstanding the foregoing, the Insured shall be protected under the terms of this policy as to any claim and/or allegation which may be covered by the policy upon which suit may be brought against him, for any such alleged behavior by an Insured unless a judgment or a final adjudication adverse to the Insured shall establish that such behavior occurred as an essential element of the cause of action so adjudicated;
- Bodily Injury or Property Damage due to war, whether or not declared, civil insurrection, rebellion or revolution or to any act or condition incidental to any of the foregoing;
- Personal Injury to the Insured;
- Brought against any Insured arising out of the Insured's business pursuits, investments, or other for profit activities;
- Injuries caused directly or indirectly by nuclear reaction, radiation, contamination whether radioactive or not, regardless of how it was caused; or
- Injuries caused directly or indirectly by pollution or asbestos, regardless of how it was caused.

Definitions

Automobile means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.

Bodily Injury means bodily injury, sickness or disease sustained by any person, including death.

Claim(s) means: a demand for money or the service of a suit naming an Insured and alleging an Incident. Claim(s) does not include proceedings seeking injunctive or other non-pecuniary relief. Punitive damages will not be covered.

Claim(s) Expenses means a) Fees charged by an attorney or attorneys designated by Us and all other fees, costs, and expenses resulting from the investigation, adjustment, defense settlement and appeal of a Claim, suit or proceeding arising in connection therewith, if incurred by Us, or incurred by the Insured with Our written consent, but does not include salary charges or expenses of regular Our employees or officials, or fees and expenses of independent adjusters; b) All costs against the Insured in such suits and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before We has paid or tendered or deposited, whether in court or otherwise, that part of the judgment which does not exceed the Our limit liability thereon; c) Premiums on appeal bonds and premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy. We will have no obligation to pay for or furnish any bond; d) Up to \$250 for loss of earnings to each Insured for each day or part of a day of their attendance at Our request at a trial, hearing or arbitration proceeding involving a civil suit against such Insured for covered Damages, but the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same Incidents will in no event exceed \$5,000.

Damages means compensatory judgments, settlement or awards, but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the Insured, or that portion of any award or judgment caused by the trebling or multiplication of actual damages under federal or state law.

Host Family means the person(s) responsible for providing the Insured's room, board, general welfare, and care while on a Covered Trip/Program.

Incident means any act or omission committed by the Insured during the Policy Term which results in Bodily Injury, Property Damage or Personal Injury, provided the act or omission committed by the Insured was during the Policy Term.

Insured Location means 1) the Host Family residence premises and the part of any other premises, structures and grounds used by the Insured; or 2) any part of a premises where an Insured is temporarily staying.

Mobile Equipment means a land vehicle (including any machine or apparatus attached thereto, whether or not self-propelled), 1) not subject to motor vehicle registration, or 2) maintained for use exclusively on premises owned by or rented to any Insured, including the ways immediately adjoining, or 3) designed for use principally off public roads, or 4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment, or 5) anything with a motor that rolls, flies or dives, such as snowmobiles, mopeds, motorbikes, dirt bikes or 6) anything that flies such as parasails, parachutes and hang gliders.

Personal Injury mean: a) false arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution; b) the publication or utterance of a libel, slander or other defamatory or disparaging material; or c) a publication or an utterance in violation of an individual's right of privacy.

Property Damage means a) physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting there from; or b) loss of use, or loss of the value of tangible property which has not been physically injured or destroyed.

This Amendatory Rider ends at the same time as the Policy.



Cultural Insurance Services International – Claim Form

- ▶ **Program Name:** Texas A&M University System
- ▶ **Policy Number:** GLM N04984080-U
- ▶ **Participant ID Number** (from the front of your insurance card):

Mailing Address: 1 High Ridge Park, Stamford, CT 06905 | **E-mail:** claimhelp@mycisi.com | **Fax:** (203) 399-5596
 For claim submission questions, call (203) 399-5130, or e-mail claimhelp@mycisi.com

Instructions:

1. **Fully complete** and sign the medical claim form for each occurrence, indicating whether the Doctor/Hospital has been paid.
2. Attach **itemized bills** for all amounts being claimed. *We recommend you provide us with a copy and keep the originals for yourself.
3. Approved reimbursements will be paid to the provider of the service unless otherwise indicated.
4. Submit claim form and attachments via mail, e-mail, or by fax (provided above).

See next page for state specific disclaimers, claimant cooperation provision and additional claim submission instructions.

IMPORTANT: If your claim pertains to an Accident, the 'IF IN AN ACCIDENT' section MUST be completed. If your claim pertains to a Sickness/Illness, the 'IF SICKNESS/ILLNESS' section MUST be completed. Failure to complete one of these sections (whichever section pertains to your claim), will cause a delay as we will request for you to complete this form again to include this necessary information in order to process your claim.

▶ NAME AND CONTACT INFORMATION OF THE INSURED

Name of the Insured: _____ Date of Birth: ____/____/____
 (month/day/year)

*Please indicate which is your home address: U.S. Address Address Abroad

U.S. Address: _____
 street address apt/unit # city state zip code

Address Abroad: _____

E-mail Address: _____ Phone Number: _____

▶ IF IN AN ACCIDENT *If your claim pertains to an Accident, the 'IF IN AN ACCIDENT' section must be completed.*

Date of Accident: ____/____/____ Place of Accident: _____ Date of Doctor/Hospital Visit: ____/____/____

Description/Details of Injury (attach additional notes if necessary): _____

▶ IF SICKNESS/ILLNESS *If your claim pertains to a Sickness/Illness, the 'IF SICKNESS/ILLNESS' section must be completed.*

Description of Sickness/Illness (attach additional notes if necessary): _____

*Onset Date of Symptoms: ____/____/____ *Date of Doctor/Hospital Visit: ____/____/____

Have you had this Sickness/Illness before? YES NO If yes, when was the last occurrence and/or doctor/hospital visit? _____

▶ REIMBURSEMENT *If your claim pertains to an Accident or Sickness/Illness, the 'REIMBURSEMENT' section must be completed.*

Have these doctor/hospital bills been paid by you? YES NO

If no, do you authorize payment to the provider of service for medical services claimed? YES NO

If yes, you must include the payment receipt(s). Any eligible reimbursements will be made in U.S currency (USD) via check. If you would like your eligible reimbursement in another currency via wire transfer, please contact CISI at 203-399-5130 or claimhelp@mycisi.com for instructions.

Please note if you are submitting a claim for prescription medication, you must submit the prescription receipt. This will include your name, the name of the prescribing physician, name of the medication, dosage, date and amount billed. Cash register receipts will not be considered for reimbursement.

▶ FOR CLAIMS UNRELATED TO A MEDICAL INCIDENT PLEASE CHECK THE APPROPRIATE BOX BELOW:

In order to claim monies back related to one of the below benefits, you **MUST** submit the requested documentation found on the following page (Page 2).

- PROGRAM FEE REFUND QUARANTINE TRIP INTERRUPTION PERSONAL PROPERTY LOST CHECKED BAGGAGE TRIP DELAY

Please provide us with the relevant details of your incident below or the details and value of your loss. You may attach an additional page if necessary:

STOP! Please see next page for claim submission instructions specific to each of these benefits.

▶ CONSENT TO RELEASE MEDICAL INFORMATION

I hereby authorize any insurance company, Hospital or Physician or other person who has attended or examined me, including those in my home country to furnish to Cultural Insurance Services International or any of their duly appointed representatives, any and all information with respect to any sickness/illness or injury, medical history, consultation, prescriptions or treatment, and copies of all hospital or medical reports. A photo static copy of this authorization shall be considered as effective and valid as the original.

I certify that the information furnished by me in support of this claim is true and correct.

Name (please print): _____

Signature: _____ Date: _____

Cultural Insurance Services International – Claim Form

Page 2

Instructions for Claim Submission on Unrelated to a Medical Incident

Program Fee Refund you must submit:

- Proof of non-refundable expenses must be provided
- Proof of Payment
- Letter stating reason for not traveling (if due to a medical condition, a detailed letter must be from the treating physician)

Quarantine, you must submit:

- Proof of positive test.
- Proof of Quarantine requirement:
 - a) If required by treating physician/medical authority, a letter must be from the treating physician.
 - b) If required by government officials or authorities, a letter must come from the governmental official or authority.
- Proof of negative test, showing you can travel again.
- Receipts for any eligible expense.
- Proof of non-refundable expenses.

Trip Interruption you must submit:

- Proof of Payment
- Flight Itinerary including your name, travel dates and departure and arrival locations
- Letter stating reason for curtailing travel (if due to a medical condition, the letter must be from the treating physician)
- If death of a family member, obituary or a copy of the death certificate is required as proof

Personal Property or Lost Checked Baggage you must submit:

- Itemized listing of items lost or stolen with approximate values at the time of loss
- Police Report or report and response from transportation carrier

Trip Delay you must submit:

- Proof of delay
- Receipts for any eligible expense

Claimant Cooperation Provision: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

For residents of Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution or confinement in prison, or any combination thereof.

For residents of Arkansas, Louisiana, New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of District of Columbia: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For residents of California: For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For residents of Kansas: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

For residents of Kentucky: Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is crime.

For residents of Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Maine, Tennessee, Virginia, Washington: It is a crime to knowingly provide false, incomplete or misleading information to an Insurance Company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

For residents of Maryland: Any Person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit, or knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For residents of New York: Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For residents of Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For residents of Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For residents of Oregon: Any person who knowingly, and with intent to defraud any insurance company or other persons files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be subject to prosecution for insurance fraud.

For residents of Pennsylvania: Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For claimants not residing in Alabama, Arkansas California, Colorado, District of Columbia, Florida, Kansas, Kentucky, Louisiana, Maine, Maryland, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Virginia nor Washington:

Any person who, knowingly presents a false or fraudulent claim for payment of loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.