

World Class Coverage Plan

designed for

Policyholder: Xavier University

Study Abroad



Effective 01/01/2024-01/01/2025

Plan Package: 11STB8189311

Administered by Cultural Insurance Services International

Underwritten by Arch Insurance Company

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MEDICAL



EMERGENCY



SECURITY

World Class Coverage Plan *designed for*

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All school sponsored educational programs within a 12-month period. Coverage for any Insured shall not begin prior to the effective date listed above or exceed 364 days.

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

Insurance coverage included in this package is underwritten by Arch Insurance Company, a Missouri Corporation (NAIC # 11150), Coverage is subject to actual policy language.

Assistance Provider: AXA Assistance

Question(s) or need assistance?

CISI Claims Department (9-5 EST, M-F): Phone: (800) 303-8120 | (203) 399-5130 | E-mail: claimhelp@mycisi.com

Team Assist (24/7/365) – AXA Assistance: Phone: (443) 470-3043 | (855) 951-2326 | E-mail: medassist-usa@axa-assistance.us

The following outlines coverage included under Plan Package 11STB8189311. This package includes 2 policies: Policy 11STB8189311 and Policy 11STB8189311-A and the Team Assist Plan (TAP). Coverage described under Section I is provided under Policy 11STB8189311. Coverage described under Section II is provided under policy 11STB8189311-A.

SCHEDULE OF BENEFITS & SERVICES

INSURANCE COVERAGE UNDER SECTION I	
INSURANCE BENEFITS	MAXIMUM LIMITS
Accidental Death and Dismemberment Per Insured	\$10,000
Exposure and Disappearance included	
Out of Country Emergency Medical Expense:	
Deductible	zero
Benefit Maximum	\$100,000
Scope	Primary
Maximum Benefit Period	52 weeks
Home Country Extension Benefit:	
Scope	Full Excess
Maximum Benefit Amount	Please see Out of Country Emergency Medical Expense Benefit
Lost Baggage	(\$50 deductible, \$100 per article) \$200 max
Trip Delay	up to \$1,400 maximum, \$100/day up to 14 days
INSURANCE COVERAGE UNDER SECTION II	
INSURANCE BENEFITS	MAXIMUM LIMITS
Accidental Death & Dismemberment Per Insured	\$1,000
Exposure and Disappearance included	
Emergency Reunion Benefit	up to \$3,000 (incl. lodging, max \$200/day and meals, max \$100/day)
Emergency Medical Evacuation	\$100,000
Repatriation of Mortal Remains	\$50,000
Natural Disaster Evacuation	\$100,000
Security Evacuation	\$100,000
NON-INSURANCE SERVICES	
Team Assist Plan (TAP): 24/7 medical, travel, technical assistance	

This is a brief description of coverage provided and is subject to the terms, conditions, limitations and exclusions of the policy. Please see the policy for complete details. Coverage may vary or may not be available in all states. *In the event of any conflict between this summary of coverage and the policy, the policy will govern. The policy is a short-term policy, with limited benefits, renewable only at the option of the insurer.* This insurance is not an alternative or replacement to comprehensive medical or major medical coverage. Further, this insurance is not minimum essential benefits as set forth under the Patient Protection and Affordable Care Act.

INSURANCE COVERAGE UNDER SECTION I AND SECTION II

Eligibility and Provisions

Benefits are payable under the Policy for Covered Expenses incurred by an Insured for the items stated in the Insurance Benefits section of the *Schedule of Benefits & Services*. Benefits shall be payable to either the Insured or the service provider for Covered Expenses incurred outside the Insured's Home Country.

All expenses must be incurred by the Insured within 52 weeks from the date of the Covered Accident or commencement of the Sickness. The charges enumerated herein shall in no event include any amount of such charges which are in excess of Usual and Customary charges.

Accidental Death and Dismemberment Benefit

If Injury to the Insured results in any of the Covered Losses shown below, within 365 days from the date of the Covered Accident that caused the Injury, the Company will pay the percentage of the Principal Sum shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits & Services*. If multiple losses occur, only one benefit, the largest, will be paid for all losses due to the same Covered Accident.

For Loss of:	Percentage of Maximum Amount:
Life	100%
Two or More Members	100%
One Member	50%
Thumb and Index Finger of the Same Hand	25%

Member means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. Loss of a hand or foot means complete severance through or above the wrist or ankle joint. Loss of sight means total and permanent loss of sight of one or both eyes that is irrecoverable, including by surgical and artificial means. Loss of speech means total and permanent loss of coherent audible communication that is irrecoverable by natural, surgical or artificial means. Loss of hearing means permanent total deafness in one or both ears such that it cannot be corrected by any aid or device. Loss of thumb and index finger of the same hand means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body.

Exposure and Disappearance is included. Exposure and Disappearance includes unavoidable exposure to the elements following a Covered Accident or disappearance of the Insured after the forced landing; stranding; sinking; or wrecking of a Conveyance in which the Insured was traveling in during the course of a Trip which would otherwise be covered under the Policy. Additionally, Disappearance means an Insured is presumed dead as a result of a Covered Accident and the body is not found within one year of the Covered Accident. Maximum aggregate benefit per occurrence is \$1,000,000.

INSURANCE COVERAGE UNDER SECTION I

Out of Country Emergency Medical Expense Benefit

The Company will pay Out of Country Emergency Medical Benefits, subject to any applicable Deductible, sub-limits, as shown in the *Schedule of Benefits & Services* for any Covered Medical Services insured for emergency medical services to treat an Insured. Benefits are payable up to the Maximum Benefit Amount and Maximum Benefit Period shown in the *Schedule of Benefits & Services* if the Covered Person suffers a Medical Emergency:

1. during the course of a trip of 364 days or less; and
2. while traveling: a) away from the Insured's Home Country, and b) during a Covered Activity of the Policyholder.

Covered Medical Services are:

Emergency medical payments: expenses for on-site medical and hospital expenses, including but not limited to:

- Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
- Services of a Physician or a Registered Nurse (R.N.);
- Ambulance service to or from a Hospital;
- Laboratory tests;
- Radiological procedures;
- Anesthetics and their administration;
- Blood, blood products, artificial blood products, and the transfusion thereof;
- Physiotherapy;
- Medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;
- Dental charges for Injury to sound, natural teeth;
- Palliative Dental, up to \$500 per Medical Emergency;
- Mental & Nervous Conditions. \$5,000 Hospital (*Inpatient)/ \$2,500 Physician (*Outpatient);
- Artificial limbs or eyes (not including replacement of these items);
- Casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces);
- Physical and Occupational Therapy, up to \$500; \$50 per day, up to 10 days (limited to 1 treatment per day);
- Oxygen or rental equipment for administration of oxygen;
- Rental of a wheelchair or hospital-type bed;
- Rental of mechanical equipment for treatment of respiratory paralysis;
- Vision or Hearing Products - eyeglasses, contact lenses, and hearing aids when damage occurs as a result of a Covered Accident or Medical Emergency that requires medical Treatment;
- Sports related Injuries excluding Injuries resulting from participating in NCAA sanctioned Sports;
- Pre-existing Conditions.
- Pregnancy, if conception occurred after the Insured's effective date.

Benefits for these Covered Expenses will not be payable unless:

- the expenses incurred are Medically Necessary and do not exceed the Usual and Customary Charges for similar treatment, services, or supplies in the locality where the expense is incurred; and
- the expenses are incurred outside the Covered Person's Home Country.

Home Country Extension Benefit

When the Insured returns to his or her Home Country, the Company will pay the Out of Country Emergency Medical Expense Benefit if the Insured obtains Medically Necessary Covered Medical Services for a continuation of Treatment that began during the course of a Covered Activity outside of the United States or its territories for a period of less than 30 days.

Lost Baggage Benefit

The Company will reimburse the Insured's replacement costs of clothes, personal hygiene items electronics, up to the Benefit Maximum shown in the *Schedule of Benefits & Services*, if the Insured's Baggage is checked onto a Common Carrier, and is then lost, stolen or damaged beyond use by the Common Carrier. The Insured must file a formal claim with the transportation provider and provide the Company with copies of all claim forms and proof that the transportation provider has paid the Insured its normal reimbursement for the lost, stolen or damaged Baggage.

The Lost Baggage Benefit does not include coverage for:

- animals;
- automobiles and automobile equipment; boats or other vehicles or conveyances; motorcycles; trailers; motors; or aircraft;
- bicycles, except when checked as Baggage with a Common Carrier;
- household effects and furnishings; antiques and collector items;
- eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, or retainers, or other orthodontic devices or hearing aids;

- artificial limbs or other prosthetic devices;
- keys, money, and credit cards (except as otherwise specifically covered herein); securities, stamps, tickets, and documents (except as coverage is otherwise specifically provided herein).

The Lost Baggage Benefit also does not provide coverage for any loss caused by or resulting from:

- breakage of brittle or fragile articles (except musical instruments);
- wear and tear or gradual deterioration;
- confiscation or appropriation by order of any government or custom's rule;
- theft or pilferage while left in any unlocked or unattended vehicle;
- property illegally acquired, kept, stored or transported;
- the Insured's negligent acts or omissions;
- property shipped as freight or shipped prior to the scheduled departure date of the covered Trip;
- insects, vermin or inherent vice.
- The Company will not provide benefits for any loss or damage to the Insured's Baggage which has been reimbursed by any other insurance or Common Carrier.

Trip Delay Benefit

If the Insured's Trip is delayed for 12 hours, the Company will reimburse Covered Expenses as shown on the *Schedule of Benefits & Services* for Covered Expenses which 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:

- Medical Emergency or death of the Insured;
- carrier delay;
- lost or stolen passport, travel documents or money;
- Quarantine;
- 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.

Exclusions for Section I

For all benefits listed under Insurance Coverage Section I, unless specifically covered by the Policy, the Company does not provide coverage for any loss or Injury resulting or caused, in whole or part, from:

1. War or any act of war or invasion; declared or undeclared.
2. Charges for experimental or investigative services, Treatments or supplies; or drugs which have not been approved by the Food and Drug Administration for the diagnosed Sickness or Injury, or charges Incurred for experimental or investigative services or procedures.
3. Insured's full-time active duty in the armed forces; National Guard; military; naval; or air service; or organized reserve corps of any country or international organization.
4. Insured's piloting or serving as a crewmember or riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
5. Insured's violation of or attempt to violate any duly-enacted law or regulation; or commission or attempt to commit an assault; felony; or other illegal activity.
6. Injuries paid under Workers' Compensation, Employer's liability laws; or similar occupational Benefits.
7. Insured's participation in any motorized vehicular race or speed contest.
8. To the extent the Company is prohibited from providing coverage or making payment by any type of travel restriction; trade restriction; economic sanction; or embargo imposed by the U.S. government.
9. Insured's active participation in acts of terrorism, civil commotion or riots of any kind.
10. Travel arrangements that were neither coordinated by nor approved by the Assistance Provider in advance, unless otherwise specified.
11. Insured's travel or flight in or on any aircraft or, including entering or exiting from: a) while riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or b) while piloting; operating; learning to operate; or serving as a member of the crew thereof; except as covered in the Policy.

In addition to the exclusions above, the Company will not pay Additional Accident Benefits for any loss, Treatment or services resulting from or contributed to by:

1. Treatment by persons employed or retained by a Policyholder; or by any Immediate Family member of the Insured's household.
2. Damage to or loss of dentures or bridges; or damage to existing orthodontic equipment (except as specifically covered by the Policy).
3. Expense incurred for Treatment of temporomandibular; or craniomandibular joint dysfunction; and associated myofascial pain (except as provided by the Policy).
4. Participation in or practice for intercollegiate sports; semi-professional sports; professional sports.
5. Any elective Treatment; surgery; health Treatment; or examination.
6. Expenses payable by any automobile insurance policy without regard to fault. (This exclusion does not apply in any state where prohibited.)
7. Cosmetic surgery; except for reconstructive surgery needed as the result of an Injury.
8. Charges for Treatment which are not Medically Necessary.
9. Routine physicals, immunizations or other examinations where there are no objective indications or impairment in normal health, and lobotomy diagnostic or x-ray examinations.
10. Vocational, speech, recreational or music therapy.
11. Elective surgery which can be postponed until the Insured returns to his/her Home country, where the objective of the Trip is to seek medical advice, Treatment or surgery.
12. Treatment and the provision of false teeth or dentures, normal ear tests and the provision of hearing aids.
13. Eye refractions or eye examinations for the purpose of prescribing corrective lenses for eyeglasses or for the fitting thereof, unless caused by Accidental bodily Injury incurred while insured hereunder.
14. Expenses incurred while the Insured is in their Home Country, unless otherwise covered under the Policy.
15. Treatment for human organ tissue transplants or bone marrow transplants and their related Treatment.
16. Acne, calluses or corns.
17. Routine Dental Care.
18. Drug, Treatment or procedure that either promotes or prevents conception, or prevents childbirth including but not limited to: artificial insemination, Treatment for infertility or impotency, sterilization or reversal thereof.
19. Covered Expenses incurred for which the Trip to the Host Country was undertaken to seek medical Treatment for a condition.
20. Sex change operations, or for Treatment of sexual dysfunction or sexual inadequacy.
21. Weight reduction programs or the surgical Treatment of obesity.
22. 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.

INSURANCE COVERAGE UNDER SECTION II

Emergency Reunion Benefit

The Company will pay reasonable incurred expenses, shown on the *Schedule of Benefits & Services* for a person that the Insured chooses to join them where the Insured is confined for at least 6 consecutive days in a Hospital due to an Injury or a Medical Emergency and the confinement is outside of a 100-mile radius from the Insured's primary residence. Benefits for airfare shall not exceed the cost of one round-trip economy airfare ticket. The Company will also pay for lodging and meals, as shown on the schedule, in the area of such place of confinement, but only while the Insured remains so confined.

Coverage to bring one person chosen by the Insured to and from the Insured's location is also provided up to 10 days following a Felonious Assault.

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

Emergency Medical Evacuation Benefit

The Company will pay Covered Expenses, up to expenses incurred to the Maximum Benefit shown in the *Schedule of Benefits & Services*, subject to the following conditions for emergency medical evacuation, if:

1. The Insured suffers a covered Medical Emergency resulting directly; and independently of all other causes; from a covered Medical Emergency that occurs while traveling from his or her principal residence to another city or foreign country, with at least 100 miles distance; and
2. The Insured's attending Physician certifies an emergency need to send the Insured, under medical supervision, to the nearest medical facility.

Eligible expenses include:

1. charges for ambulance services required while transporting the Insured to the nearest appropriate Treatment facility; or
2. charges for medical services required to send the Insured to the nearest appropriate Treatment facility; or
3. charges for necessary travel expenses of an escort, that are limited to food; hotel room; and economy class Transportation charges; and

Only the charges incurred that are Medically Necessary and do not exceed the Usual and Customary Charges for similar Treatment; services; or supplies in the locality where the expense is incurred; and do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless: the Company authorizes in writing, or by an authorized electronic means, all expenses in advance, and services are coordinated by the Assistance Provider. The Insured must, furnish: travel invoices; medical reports; or records, or other documents the Company requires to determine if benefits are payable. Benefits will be paid to the party who actually paid for the expenses upon the Company's receipt of satisfactory proof that the expense was paid.

If the Insured pays eligible expenses for a covered Medical Emergency for which the Company believes a third party is liable, the Company will pay the benefits for Emergency Medical Evacuation. However, if the Insured recovers payment from the third party, he or she must refund to the Company the lesser of:

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

Benefits will not be paid for any of the following:

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

Repatriation of Mortal Remains Benefit

The Company will pay Eligible Expenses, as shown in the *Schedule of Benefits & Services*, incurred for the return of the Insured's remains to his or her place of residence in his or her home country and state if the Insured's death results directly; and independently of all other causes; from a Medical Emergency outside of his or her Home Country or more than 100 miles from the Insured's place of residence.

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

The total of all benefits outlined in this Benefit may not exceed the Maximum Benefit Amount shown in the *Schedule of Benefits & Services*.

Natural Disaster Evacuation Benefit

The Company will pay benefits up the Maximum Benefit Amount shown on the *Schedule of Benefits & Services* if the Insured requires an evacuation due to a Natural Disaster, which makes the Insured's location uninhabitable. The Assistance Provider will arrange and pay for Transportation and Related Costs from a safe departure point to the Nearest Safe Location if applicable, and then to the Insured's Home Country or country of Residence where the educational institution that sponsored the Insured's Trip is located; back to the country in which the Insured is traveling while traveling during the Policyholder sponsored Trip, if the Company deems appropriate; to another Policyholder location.

The Insured must contact the Assistance Provider within seven (7) days from the date the Host Country issues the official disaster declaration. The method of Transportation will be as deemed most appropriate to ensure the Insured's safety. If evacuation becomes impractical due to hostile or dangerous conditions, the Assistance Provider will maintain contact with and advise the Insured until evacuation becomes viable or the Natural Disaster situation has passed.

Expenses will not be payable unless the Assistance Provider authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by the Assistance Provider. The Assistance Provider is not responsible for the availability of Transport services.

Natural Disaster means a wind, rain, snow, hail, lightning, sleet, dust or sandstorm, earthquake, flood, volcanic eruption, wildfire or similar event that occurs by natural causes and that results in severe and widespread damage.

Nearest Safe Location means a location, as determined by the Assistance Provider, if applicable, where: 1) the Insured can be presumed safe from the Natural Disaster that precipitated the Insured's Evacuation; and 2) the Insured has access to transportation; and 3) the Insured has the availability of temporary lodging, if needed.

Transportation means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's Common Carrier tickets will be used.

Related Costs means food, lodging, and if necessary physical protections for the Insured during Transportation to the Nearest Safe Location.

Security Evacuation Benefit

The Company will pay, up to the Maximum Benefit Amount shown in the *Schedule of Benefits & Services*, for all reasonable evacuation expenses incurred for the Insured's Transportation to the nearest safe haven, if the Insured must leave his/her Trip for a covered Security Event. Reasonable evacuation expenses include Related Costs.

Evacuation must occur within 7 days of any Security Event. Arrangements will be by the most appropriate and economical means available and consistent with Insured's health and safety. Benefits are only payable for arrangements made by the Assistance Provider. Following an evacuation due to a Security Event and when safety allows, the Company will pay for one-way economy Transportation to return the Insured to either the Host Country or Home Country, whichever country the Insured designates.

Security Event means: 1) civil, military or political unrest for which a formal written recommendation from the appropriate local government authorities, or the U.S. State Department, for Insured to leave a country is issued; 2) Insured being expelled or declared a persona non-grata by a country Insured is visiting on his/her Trip; 3) Physical Attack or verified threat of Physical Attack from a third party, which places the Insured in Imminent Physical Danger; 4) deemed kidnapped or a missing person by local or international authorities and, when found his or her safety and/or wellbeing are in question within 7 days of being found.

Imminent Physical Danger means the Insured is subject to possible physical injury that could result in grave physical harm or death.

Physical Attack means deliberate physical harm of the Insured confirmed by documentation or physical evidence.

Transportation means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's Common Carrier tickets will be used.

Related Costs means food, lodging, and if necessary physical protections for the Insured during Transportation to the Nearest Safe Location and while located at the safe haven.

Exclusions for Section II

For all benefits listed under Insurance Coverage Section II, the Company will not provide coverage for any loss or injury resulting or caused, in whole or part, from:

1. Insured's violation of or an attempt to violate any duly-enacted law or regular, or commission or attempt to commit an assault; felony; or other illegal activity.
2. To the extent the Company is prohibited from providing coverage or making payment by any type of travel restriction; trade restriction; economic sanction; or embargo imposed by the U.S. government.
3. Insured's active participating in acts of terrorism, civil commotion, or riots of any kind.
4. Travel arrangements that were neither coordinated by nor approved by the Assistance Provider in advance, unless otherwise specified.

In addition to the exclusions above, the Company will not pay Additional Accident Benefits for any loss, Treatment or services resulting from or contributed to by:

1. Charges for Treatment which are not Medically Necessary.
2. Covered Expenses incurred for which the Trip to the Host Country was undertaken to seek medical Treatment for a condition.

In addition to the exclusions above, the following Limitations apply to the Security Evacuation Benefit:

1. The benefits and services described herein are provided to the Insured only if the Assistance Provider arranges or coordinates the Insured's evacuation.
2. The Company will not pay for any loss or expense recoverable under any other insurance or through an employer.
3. The Assistance Provider has sole discretion regarding the means, methods and timing of a Security Evacuation. However, the decision to travel is the Insured's sole responsibility.

4. Insured will be responsible for all Transportation and living costs while located at the safe haven.
5. The Company is not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond the Company's control. This includes the Company's inability to provide the Insured an evacuation or any additional services when the rendering of such evacuation or service is prohibited by United States of America law, local laws or regulatory agencies. A Security Evacuation is not covered from Afghanistan, Iraq, or Somalia, or any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the Office of Foreign Assets Control (OFAC).
6. The Company will not pay any costs or expenses arising from: (a) Security Evacuation from Insured's Home Country; (b) Security Evacuation when the Security Event precedes the Insured's arrival in the Host Country; (c) Security Evacuation when the evacuation notice has been issued or posted by the recognized government of Insured's Home Country or the Host Country for a period of more than seven (7) days and Insured has failed to notify the Assistance Provider regarding Insured's need to be evacuated.
7. The Company will not pay for more than one (1) Security Evacuation from a country or territory per individual per Trip.
8. The Company will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by the Insured; b) alleged violation of the laws of the country Insured is visiting, unless the Company determines such allegations to be fraudulent; or c) failure to maintain required documents or visas.
9. The Company will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Insured's non-compliance with a contract, license or permit.
10. The Company will not pay for any loss or expense arising from or due to liability assumed by the Insured under any contract.

GENERAL PROVISIONS FOR BOTH SECTION I AND SECTION II

Subrogation

To the extent the Company pays for a loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the loss. This is known as subrogation. The Insured 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's rights, the Insured must sign an appropriate subrogation form supplied by the Company.

Definitions

Accident means a sudden, unexpected event happening by chance that arises from an external source to the Insured and occurs at an identifiable time and place.

Baggage means luggage and personal effects (whether owned, borrowed or rented) taken by the Insured on his/her Trip.

Common Carrier means any motorized land, water or air Conveyance, operated by an organization other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract.

Company shall be Arch Insurance Company.

Covered Expenses means expenses actually incurred by or on behalf of an Insured for Treatment, services and supplies covered by the Policy. Coverage under the Policyholder's Policy must remain continuously in force from the date of the Covered Loss until the date Treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such Treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.

Deductible means a dollar amount of Covered Expenses the Insured must pay before the Company pays any benefits. The Deductible may be satisfied by amounts paid by other insurance.

Epidemic means the widespread outbreak of an infectious disease, affecting many individuals in a community or region during a given time period as determined by a recognized government authority that investigates and diagnoses and tries to control or prevent disease.

Home Country means a country from which the Insured holds a passport. If the Insured holds passports from more than one country, his or her Home Country will be that country which the Insured has been residing for the last 12 months declared to the Company in writing as his or her Home Country.

Hospital means an institution that: 1) operates as a Hospital pursuant to law for the care, Treatment and providing in-patient services for sick or Injured persons; and is a duly licensed institution, operated lawfully in its area; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Physicians available at all times; 4) provides organized facilities for diagnosis, Treatment and surgery, either a) on its premises; or b) in facilities available to it, on a pre-arranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and 6) is not a facility for the Treatment of drug addiction, alcoholism, Treatment of the aged.

The Company will not deny a claim for services rendered in a Hospital having one or more of the following accreditations solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the Treatment of a physical disability: 1) the Joint Commission of Accreditation of Hospitals; or 2) the American Osteopathic Association; or 3) the Commission on the Accreditation of Rehabilitative Facilities.

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

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

Medical Emergency means a condition which meets all of the following criteria: 1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; 2) the severe or acute symptom occurs suddenly and unexpectedly; and 3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom and under the circumstances described in a Covered Activity: a) applicable to that person; and b) to which the Policy applies.

Medically Necessary means a determination by the Insured's Physician that Treatment, service or supply provided to treat an Injury or Medical Emergency is: 1) appropriate and consistent with the diagnosis and does not exceed in scope, duration, or intensity the level of care needed to provide safe, adequate, and appropriate Treatment; 2) is commonly accepted as proper care or Treatment in accordance with the medical practices of the United States and federal guidelines; 3) can reasonably be expected to result in or contribute to the improvement of the Injury or Medical Emergency; and 4) is provided in the most conservative manner or in the least intensive setting without adversely affecting the condition of the Injury or the quality of the medical care provided.

The fact that a Physician may prescribe, order, recommend, or approve a Treatment, service or supply does not, of itself, make the Treatment, service, or supply medically necessary for the purpose of determining eligibility for coverage under the Policy.

The Physician must be acting within the scope of his/her license. A Physician does not include an Insured or any Immediate Family member.

Mental Illness means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.

Natural Disaster means a wind, rain, snow, hail, lightning, sleet, dust or sandstorm, earthquake, flood, volcanic eruption, wildfire or similar event that occurs by natural causes and that results in severe and widespread damage.

Physician means a/an licensed health care provider practicing within the scope of his or her license and rendering care and Treatment to the Insured that is appropriate for the condition and locality, and who is not: 1) the Insured; 2) Immediate Family of either the Insured or the Insured's Spouse; 3) a person living in the Insured's household; 4) a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Pre-existing Condition means an illness, disease or other condition of the Insured, that in the 12 month period before the Insured's coverage became effective under the Policy: 1) first manifested itself, worsened, became acute or exhibited symptoms that would have caused an ordinary prudent 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 Physician or Treatment had been recommended by a Physician.

Sickness means an illness, disease or condition that impairs an Insured Person's normal functioning of mind or body and which is not the direct result of an Injury or Accident.

Trip means travel by air, land, or sea from the Insured's Home Country.

Usual and Customary Charges (U&C) means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

Plan Package 11STB8189311 includes Policy 11STB8189311 and Policy 11STB8189311-A. Coverage under Section I is provided under Policy 11STB8189311. Coverage under Section II is provided under policy 11STB8189311-A.

This is a brief description of coverage provided and is subject to the terms, conditions, limitations and exclusions of the policy. Please see the policy for complete details. Coverage may vary or may not be available in all states. *In the event of any conflict between this summary of coverage and the policy, the policy will govern. The policy is a short-term policy, with limited benefits, renewable only at the option of the insurer.* This insurance is not an alternative or replacement to comprehensive medical or major medical coverage. Further, this insurance is not minimum essential benefits as set forth under the Patient Protection and Affordable Care Act.

TEAM ASSIST PLAN (TAP): TRAVEL ASSISTANCE SERVICES

The Team Assist Plan is designed by CISI in conjunction with the Assistance Provider to provide travelers with a worldwide, 24-hour emergency telephone assistance service. Multilingual help and advice may be furnished for you in the event of any emergency during the term of coverage. The Team Assist Plan complements the insurance benefits provided by the Policy. If you require Team Assist assistance, your ID number is your policy number. In the U.S., call (855) 951-2326, worldwide call (01-443) 470-3043 (collect calls accepted) or e-mail medassist-usa@axa-assistance.us.

Emergency Medical Transportation Services

The Team Assist Plan provides services for:

- Emergency Medical Evacuation
- Repatriation/Return of Mortal Remains
- Natural Disaster and Security Evacuation

All services must be arranged through the Assistance Provider (AP).

MEDICAL ASSISTANCE

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

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

Behavioral Health Services: Services are available for English-speaking eligible participants who require such services while traveling away from home or temporarily residing outside their home country. When notified of a behavior health or crisis support situation, telephone access to behavioral health professionals for intake, screening, assessment, stabilization counseling and referral services will be available. Follow-up services will be arranged when recommended as a result of the service and available by AXA. These services are not intended to be therapeutic treatment services. Properly licensed and credentialed counseling staff will be available twenty-four hours, seven days per week to eligible participants.

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

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

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

DR. PLEASE: The AP will provide global teleconsultation services to participants who requires non-urgent medical services while traveling or temporarily residing outside their home country on a covered trip.

TRAVEL ASSISTANCE

Obtaining Emergency Cash: The AP will advise how to obtain or to send emergency funds world-wide.

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

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

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

TRAVEL EYE – Travel Assistance Web Portal and Application: AXA will provide access to a web-based database of global medical providers and country profiles, including up-to-date security alerts, health advisories, information on immunization and visa requirements.

TECHNICAL ASSISTANCE

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

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

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

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

Frequently Asked Questions (FAQs)

How will I receive my insurance information?

Once you are enrolled, you will receive an email from CISI Enrollments (enrollments@culturalinsurance.com), with the subject line 'CISI Materials'. Attach to this email you will find the following:

- Brochure (outlining the coverage of the plan)
- ID Card
- Consulate Letter (to obtain your visa, if necessary)
- Claim Form (if you need to submit a claim)
- Link to create a login to our participant portal
- Link to our CISI Traveler App

How do I use my CISI insurance overseas?

In the case of a MINOR injury or illness - Be prepared to pay for doctor visits for minor illnesses such as a sore throat or a sinus infection. Present your card to your medical provider at the time of service. If the overseas doctor is willing to bill us directly, we are willing and able to pay them directly for covered medical expenses. Foreign providers can contact your assistance team (**AXA Assistance**) toll-free to verify eligibility and/or benefits 24/7/365. If they prefer to have you pay for any medical services, medicines, or equipment out-of-pocket at the time of your visit, hold onto all documents, bills and receipts, and submit them along with a claim form to CISI for reimbursement.

In the case of a SERIOUS injury or illness - For all emergencies, seek help without delay at the nearest facility and then, after admittance, open up a case with AXA (our 24/7 assistance provider). Our goal is to have the hospital or facility bill us directly. *If personal payment has already been processed, we can expedite reimbursement.* CISI has the ability to pay by check or wire transfer to foreign hospitals when necessary/requested. AXA is also able to guarantee/make payments when necessary (CISI then reimburses AXA).

How do I locate a medical provider and/or hospital?

For help locating a provider overseas, you can do either of the following: 1) Contact the assistance team (AXA) by calling the collect number on your insurance ID card (also provided at the top of this page); OR 2) log into your myCISI portal or through the CISI Traveler App and click on 'Provider Search'. Select your Country and City, and a list of providers will populate. Please note that you can seek treatment at any medical facility abroad. There is no in-network nor out-network restrictions.

Are there in-network or out-of-network restrictions?

No, you can seek treatment at any medical facility abroad. There are no in-network nor out-network restrictions.

How do I submit a claim and what needs to be submitted?

If you seek medical treatment for an Injury or Illness while abroad and pay out-of-pocket, you are eligible to submit a claim. Claims should be submitted for processing as soon as possible (and no later than one year after treatment was received, if possible). **Step 1:** Fully complete and sign the medical claim form for each occurrence, indicating whether the Doctor/Hospital has been paid. **Step 2:** Attach itemized bills for all amounts being claimed and documentation. *We recommend you provide us with a copy and keep the originals for yourself. **Step 3:** You can submit claims by mail: 1 High Ridge Park, Stamford, CT 06905, e-mail: claimhelp@mycisi.com, or by fax: (203) 399-5596.

Approved reimbursements will be paid to the provider of the service unless otherwise indicated on the form. *For claim submission questions, call (203) 399-5130, or e-mail claimhelp@mycisi.com.*

How long will it take to be reimbursed for medical expenses paid out-of-pocket?

Turnaround for claim payments is generally 15 business days from receipt date. To check the status of your claim, contact CISI at (800) 303-8120 from 9AM to 5PM EST.

Where can I access additional claim forms?

The claim form is provided at the end of your brochure, attached to your welcome e-mail, and on the myCISI Participant Portal. Please follow the directions on the top of the form on how-to submit your claim and the necessary documentation you will need to submit with it in order to receive reimbursement.

I misplaced my medical ID card. What should I do?

If you have the CISI Traveler App, you will find your card and information in the palm-of-your-hand. You can also reprint it from your welcome e-mail; or sign into your myCISI portal and access it there. Another option is to dial (800) 303-8120 or email claimhelp@mycisi.com or enrollments@mycisi.com we can easily email you a new ID card within a few minutes.

Questions related to COVID-19?

Visit our COVID-19 FAQ webpage: <https://www.culturalinsurance.com/COVID-questions.asp>

Questions about the benefits and coverages outlined in the brochure?

Email claimhelp@mycisi.com or call (203) 399-5130 or toll-free at (800) 303-8120.



Cultural Insurance Services International – Claim Form

- ▶ **Program Name:** Xavier University
- ▶ **Policy Number:** 24 11STB8189311
- ▶ **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, SECTION 2 MUST be completed. If your claim pertains to a Sickness/Illness, SECTION 3 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. For claims related to one of the Travel Assistance Benefits, see Section 5.

SECTION 1: 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: _____

SECTION 2: IF IN AN ACCIDENT***

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

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

SECTION 3: IF SICKNESS/ILLNESS***

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? _____

SECTION 4: REIMBURSEMENT***

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.

SECTION 5: 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, **MUST** submit the requested documentation found on the following page (**Page 2**).

TRIP DELAY LOST BAGGAGE EMERGENCY MEDICAL REUNION

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.

SECTION 6: 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

Trip Delay, you must submit:

- Proof of delay.
- Receipts for any eligible expense.

If delayed due to Quarantine:

- Proof of positive test performed by a medical professional or laboratory.
- Proof of Quarantine requirement:
 - a) If required by treating physician/medical authority, a letter must be from the treating physician.
 - b) If required by local government officials or authorities, a letter must come from the governmental official or authority. If individual letters are no longer being issued in the country of destination, provide proof of government requirement via verifiable source (i.e. local government website, etc).
 - c) If no local government guideline exists but insured is unable to travel back to the US due to the airline's adherence to CDC travel

guidelines requirements, specify this clearly on claim form and include original flight itinerary.

- Proof of negative test or date of recovery paperwork, showing you can travel again.
- Receipts for any eligible expense.
- Proof of non-refundable expenses.

Lost 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.

Emergency Medical Reunion, you must submit:

- Proof of hospitalization, or if Felonious Assault, a report.
- Flight itinerary.
- Hotel Invoice.
- Meal Receipts.

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 false or fraudulent information to obtain or amend insurance coverage or to make a 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.