

Compass PPO

Dedicated Insurance for International Students
attending Belmont University



Student Health Insurance

+



Berkshire Hathaway
Specialty Insurance®

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SUMMARY SCHEDULE OF BENEFITS

	Compass PPO
Policy number	47250153ION1102
Annual maximum	Unlimited
Medical expense benefit	\$300,000 per injury or sickness
Deductible in-network	\$400 per Policy Year
Deductible out-of-network	\$750 per Policy Year
Copay per visit:	
Student Health Center ¹	\$25
Primary Care Physician	\$40
Specialist	\$50
Urgent Care	\$50
Coinsurance in-network	80% of preferred allowance
Coinsurance out-of-network	60% of usual & customary
Emergency room copay (waived if admitted)	\$350
Hospitalization copay	\$350
Maternity ²	Covered
Pre-existing conditions	Covered after 6 months
Intercollegiate sport	\$10,000 maximum
Medical evacuation	\$120,000
Repatriation of remains	\$60,000
AD&D - Accidental Death & Dismemberment	\$10,000

¹Treatment must be rendered at Student Health Center

²Conception must occur while coverage is in force

MONTHLY RATES

Age	Compass PPO
Student (12 – 64)	\$108

ELIGIBILITY

You are eligible for this plan if you are a non-U.S. citizen, have a current passport or visa and are temporarily residing outside your home country/country of permanent residence. You must also be actively engaged in educational activity and start your educational program within 30 days of plan effective date and maintain full time student status for the duration of the policy. You are “actively engaged” in educational activity if you are one of the following:

1. Student enrolled and attending a K-12, associate or bachelor’s program at an educational institution on a full-time basis;
2. Student enrolled in a master’s or PhD degree;
3. Student with F1 visa attending an English as a Second Language program on a full-time basis.

The full-time requirement is waived for summer if the student was attending school as a full-time student in the preceding spring term.

Your dependent spouse and your dependent children are also eligible for coverage under your plan if they hold a valid visa to the U.S., and you pay the premiums due for each covered dependent. Permanent residents of the U.S. or persons who have applied for permanent residency in the U.S. are not eligible for coverage under this plan.

Students currently on medical leave or on OPT are not eligible.

BENEFITS

We will pay benefits for covered expenses incurred by a Plan Participant for loss due to sickness or injury, subject to the maximum benefit for all services as shown in this brochure after the deductible and any required coinsurance and/or copayment are satisfied.

Covered expenses are considered incurred when the covered service is rendered, provided there is a charge made for such service. We provide payment for services, procedures and supplies that are medically necessary. No benefits will be paid for expenses determined not to be medically necessary, including any or all days of hospital stay. The total payable for all covered expenses will not exceed the maximum benefit shown in the Schedule. Please be aware that if you have a gap between policies or choose to change plans in any subsequent policy enrollment the plan benefits will be subjected to all plan exclusions, including a new pre-existing condition exclusion and waiting period.

For purposes of this insurance, if you or your covered dependents incur accident or sickness benefits in your, or their, home country (passport country) or in your, or their, country of permanent residence (location in which you or they permanently reside), such benefits are not covered under this plan.

Covered medical expenses:

Inpatient covered benefits include:

Hospital services:

- a) Hospital room and board expense: daily semi-private room rate for a hospital stay; and
- b) General nursing care provided and charged for by the hospital.
 - Intensive care
 - Physiotherapy

Hospital miscellaneous expenses:

- a) During a hospital stay; or
- b) As a precondition for a hospital stay.

Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs (excluding take-home drugs) or medicines; therapeutic services; and supplies.

Surgery services:

Surgeon

Assistant Surgeon

Anesthetist

Nurses:

- a) Private duty nursing care only;
- b) During a hospital stay; and
- c) Ordered by a Physician.

General nursing care provided by the hospital is not covered under this benefit.

Physician's visits during a **hospital stay**. Benefits are limited to one visit per day. Benefits do not apply when related to surgery.

Preadmission testing limited to routine tests such as: complete blood count; urinalysis; and chest X-rays. If otherwise payable under the policy, major diagnostic procedures such as: cat-scans; NMR's; and blood chemistries will be paid under the hospital miscellaneous expenses benefit.

Psychotherapy for the treatment of a mental or emotional disorder or of related bodily illness by psychological means where the psychotherapy is administered by a Physician.

Outpatient medical expenses include:

Surgery services

Surgeon

Anesthetist

Miscellaneous for day surgery benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs or medicine; therapeutic services; and supplies.

Miscellaneous hospital and Physician services payable as shown in the Schedule.

Physician's visits limited to one visit per day. Benefits do not apply when related to surgery or physiotherapy.

Physiotherapy: Therapeutic Services, Physical Therapy, Manipulative, Cardiac Rehabilitation, Vocational and Speech Therapy are subject to \$30 copay per session, limited to one visit per day and maximum of 12 visits per event.

Medical emergency as defined. Benefits will be paid as shown in the Schedule.

Radiation therapy

Diagnostic testing:

- a. Diagnostic X-ray services and laboratory procedures, subject to \$30 copay per visit;
 - b. MRI, PET, and CT scans are subject to \$100 copay per visit.
-

Tests and procedures:

- a. Diagnostic services and medical procedures;
- b. Performed by a Physician;
- c. Excluding Physician's visits; Physiotherapy; X-rays; and Laboratory procedures.

Injections:

- a. When administered in the Physician's office; and
- b. Charged on the Physician's statement.

Chemotherapy

Other services:

Ambulance services

Durable medical equipment - braces and appliances:

- a. When prescribed by a Physician; and
- b. When a written prescription accompanies the claim when submitted. Braces and appliances include durable medical equipment which:
 - Is primarily and customarily used to serve a medical purpose;
 - Can withstand repeated use; and
 - Is not generally useful to a person in the absence of sickness or injury. No benefits will be paid for rental charges in excess of purchase price.

Consulting Physician when requested and approved by the attending Physician. Covered expenses will be paid under this benefit or under the Physician's visits benefit, but not both on the same day.

Prescription drugs (including dressings, drugs and medicines prescribed by a Physician and administered on an outpatient basis), payable at 70% of charges.

Dental treatment: performed by a Physician and made necessary by injury to natural teeth, maximum \$500 per Policy Year.

Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

Mental and nervous disorder (inpatient).

Mental and nervous disorder (outpatient), subject to \$50 copay per session and maximum of \$150 per session.

Therapeutic termination of pregnancy.

Maternity (conception must occur while coverage is in force). Covered medical expenses include charges made by a Physician for pregnancy and childbirth services and supplies, including prenatal visits (non-preventive care), delivery and postnatal visits.

Alcoholism/drug abuse treatment: the benefits and maximum amounts are the same as any sickness.

Coordination of Benefits Provision: When a Plan Participant is covered under more than one valid and collectible health insurance plan, benefits payable will be coordinated with the other plan. Reimbursement from all plans will never exceed 100%. A complete description of the coordination of benefits provision is included in the plan document on file with the Plan Manager.

ACCIDENTAL DEATH & DISMEMBERMENT

If Injury to the Plan Participant results, within 365 days of the date of a covered accident, in any one of the losses shown below, we will pay the benefit amount shown below for that loss, up to the principal sum of \$10,000. If multiple losses occur, only one benefit amount, the largest, will be paid for all losses due to the same accident.

Covered Loss	Benefit Amount
Life.....	100% of the principal sum
Two or more members.....	100% of the principal sum
One member.....	50% of the principal sum
Thumb and index finger of the same hand.....	25% of the principal sum

“Member” means loss of hand or foot, loss of sight, loss of speech, and loss of hearing. “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 and irrevocable loss of audible communication. “Loss of hearing” means total and permanent loss of hearing in both ears 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.

DEFINITIONS

Annual Maximum means the maximum payable limit per Policy Year.

Child means the Plan Participant’s natural child, adopted child (or child placed in the Plan Participant’s home for purposes of adoption), foster child, stepchild, or other child for whom the Plan Participant has legal guardianship (proof will be required). A child must reside with the Plan Participant in a parent-child relationship. NOTE: In the event the Plan Participant shares physical custody of the child with another parent, the requirement that the child reside with the Plan Participant will be waived.

Dependent means a Plan Participant’s: Spouse; and each unmarried child under age 26.

The foregoing age limitation will not apply to a Plan Participant’s unmarried child who is dependent on the Plan Participant or other care providers for lifetime care and supervision, and incapable of self-sustaining employment by reason of mental or physical handicap that occurred before age 26. Proof of such dependence and incapacity must be furnished to the company immediately upon enrollment or within 31 days of the child reaching the age limitation. Thereafter, proof will be required whenever reasonably necessary, but not more often than once a year after the 2-year period following the age limitation.

Eligible Expenses means the usual, reasonable and customary charges for services or supplies which are incurred by the Plan Participant for the medically necessary treatment of an injury provided that they are incurred while this coverage is in force.

Emergency means a sickness or injury for which the Plan Participant seeks immediate medical treatment at the nearest available facility. The condition must be one that manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would cause: 1) their life or health to be in serious jeopardy (or, with respect to a Plan Participant that is a pregnant woman, serious jeopardy to the health of the woman or her unborn child); 2) their bodily functions to be seriously impaired; or 3) a body organ or

part would be seriously damaged.

Injury means bodily harm which results, directly and independently of disease or bodily infirmity, from an accident after the effective date of a Plan Participant's coverage under the plan document, while this coverage is in force as to the person whose injury is the basis of the claim. All injuries to the same Plan Participant sustained in one accident, including all related conditions and recurring symptoms of the injuries will be considered one injury.

Medical Expense Benefit means the lifetime limit payable per injury or sickness for all consecutive terms of medical coverage.

Physician means a person who is a qualified practitioner of medicine. As such, he or she must be acting within the scope of his/her license under the law of the State in which he or she practices and providing only those medical services which are within the scope of his/her license or certificate. However it shall not include a Plan Participant, a Plan Participant's spouse, son, daughter, father, mother, brother, sister or other relative (even if they are a qualified practitioner of medicine).

Plan Participant means a person and dependent eligible for coverage as identified in the enrollment/application who is a non-United States citizen traveling outside of their home country and has his or her true fixed or permanent home and principal establishment outside of the United States and holds a current and valid passport for whom proper premium payment has been made when due, and who is therefore a Plan Participant under the policy.

Policy Year means the period of time between the start and end date for which insurance coverage is in effect as shown on the confirmation letter, up to a maximum of 12 months.

Pre-existing Condition means any illness, injury, or physical or mental condition, for which a Plan Participant, prior to the effective date:

1. received any diagnosis; or
2. received any medical advice; or
3. received any treatment; or
4. took any prescribed medications; or
5. experienced any distinct symptoms.

Preferred Allowance means the amount a network provider will accept as payment in full for eligible expenses.

Sickness means sickness or disease contracted and causing loss commencing while the coverage is in force as to the Plan Participant whose sickness is the basis of claim. Any complication or any condition arising out of a sickness for which the Plan Participant is being treated or has received treatment will be considered as part of the original sickness.

Spouse means lawful spouse (if not legally separated or divorced) or domestic partner or civil union partner.

Usual, Reasonable and Customary means the most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

- The actual amount charged by the provider;
- The negotiated rate; or
- The charge which would have been made by the medical service provider for a comparable service or supply made by other providers in the same three digit zip code in which the service, treatment, procedure, drugs or supplies are

provided (or a greater area if necessary to obtain a representative cross section of charge for a like treatment, service, procedure, device drug or supply), as reasonable determined by us for the same service or supply.

EXCLUSIONS

The policy does not cover any loss resulting from any of the following:

1. War or any act of war, declared or undeclared;
2. Voluntary, active participation in a riot or insurrection;
3. Medical expenses resulting from a motor vehicle accident in excess of the coordination of benefits provision (however motorcycle/motor scooter riding is subject to a separate exclusion below);
4. Organ transplants;
5. Treatment for an injury or sickness caused or contributed by or resulting from the Plan Participant's voluntary use of alcohol, illegal drugs or any drugs that are intentionally taken in an amount that is different from the dosage recommended by the manufacturer or for the purpose prescribed by the Physician for the Plan Participant;
6. Expenses for which the Plan Participant would not be responsible in the absence of the policy;
7. Treatment of acne;
8. Acupuncture;
9. Charges which are in excess of usual, reasonable and customary charges;
10. Charges that are not medically necessary;
11. Charges provided at no cost to the Plan Participant;
12. Expenses incurred for treatment outside the US;
13. Regular health checkups, immunizations, vaccinations, routine physical or other examination where there are no objective indications of impairment in normal health;
14. Services or treatment rendered by an immediate family member of the Plan Participant;
15. Benefits for enrolling solely for the purpose of obtaining medical treatment, while on a waiting list for a specific treatment, or while traveling against the advice of a Physician;
16. Pre-existing conditions (however a pre-existing condition will be covered after the Plan Participant has been continuously insured for 6 months under the same insurance plan);
17. Pregnancy or childbirth (except when conception occurs while covered under the policy); elective abortion; elective cesarean section; or any complications of any of these conditions; pregnancy or childbirth of a dependent when dependent child of a Plan Participant (except for complications arising therefrom);
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. Dental treatment or care (other than dental treatment or care of sound, natural teeth and gums required on account of injury resulting from an accident while the Plan Participant is covered under the policy, and rendered within 6 months of the accident);
20. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
21. Weak, strained or flat feet, corns, calluses, or ingrown toenails;
22. Expenses incurred during an emergency room visit that is not of an emergency nature;
23. Treatment paid for or furnished under any other individual or group policy, or other service or medical prepayment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government program or facility set up for the treatment without cost to any individual;
24. Injury sustained while taking part in any of the following: mountaineering or mountain climbing (where ropes or guides are used); hang gliding, glider flying, or flight in any kind of aircraft (except while riding as passenger on a regularly scheduled flight of a commercial airline); skydiving; parachuting; bungee jumping; base jumping; racing by horse, motor vehicle or motorcycle; snowmobiling; motorcycle/motor scooter riding; scuba diving, involving underwater breathing apparatus, unless PADI or NAUI certified; snorkeling; water skiing; jet skiing; snow skiing; spelunking; sail planning or parasailing; white water rafting; surfing, unless part of a school credit course; and snowboarding;

25. Practice or play in any amateur, club, intramural, interscholastic, intercollegiate, professional or semiprofessional sports contest, competition or exhibition in excess of \$10,000 coverage listed in the schedule of benefits;
26. Elective or cosmetic surgery and elective treatment or treatment for congenital anomalies, except for reconstructive surgery on a diseased or injured part of the body (correction of a deviated nasal septum is considered cosmetic surgery unless it results from a covered injury or sickness);
27. Travel or flight in or on any vehicle for aerial navigation (including boarding or alighting from), or while riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.

MEDICAL EVACUATION

Benefits will be paid for covered expenses up to the maximum stated in the summary Schedule of benefits if an injury or sickness commencing during the period of coverage results in the necessary emergency medical evacuation of the Plan Participant. An emergency medical evacuation must be ordered by a Physician who certifies that the severity of the Plan Participant's injury or sickness warrants the emergency medical evacuation.

Emergency Medical Evacuation means:

If the local attending Physician and the authorized travel assistance company determine that transportation to a hospital or medical facility or your return to your primary place of residence is medically necessary to treat an unforeseen sickness or injury which is acute or life threatening and adequate medical treatment is not available in the immediate area, the transportation expense incurred will be paid for the usual and customary charges for transportation to the closest hospital or medical facility capable of providing that treatment. All expenses must be authorized in writing in advance. For authorization please contact On-Call International (866) 525-1959 or (603) 328-1959.

REPATRIATION OF REMAINS

In the event of the Plan Participant's death during a trip, the expense incurred within 30 days from the date of the death resulting from a covered injury or sickness will be paid for minimally necessary casket or air tray, preparation and transportation of the Plan Participant's remains to their home country/country of permanent residence.

All expenses must be authorized in writing in advance. For authorization, please contact On-Call International (866) 525-1959 or (603) 328-1959.

PPO – PREFERRED PROVIDER ORGANIZATION

Plan Participants insured under this plan may choose to be treated within or outside of the **Aetna PPO network**.

Aetna – (833) 577-2586 / www.aetna.com

PERIOD OF COVERAGE

Coverage will begin at 12:01 am on the latest of either the start date requested on the enrollment form or the date the participant enters the United States, provided that the enrollment form and premium are received by the underwriting company or its designated representative.

Coverage will terminate at 11:59 pm on the earliest of either the last date for which premium has been paid, or on the date you are no longer eligible or return to your home country/country of permanent residence. Coverage for your dependent spouse and/or your dependent children will terminate when your coverage terminates.

Extension of Accident and Sickness Insurance Benefits

Newborn children coverage: coverage for a newborn child will begin from the moment of birth provided your coverage is in effect at the moment of birth. Maximum coverage is \$500. You must give us notice within 31 days of the birth of the child. If notice is not given and additional required premium not paid within 31 days, coverage for the newborn child will terminate upon the expiration of the initial 31 day period.

CLAIM PROCEDURE

In the event of sickness or injury, you should report to the student health service, if available, or the nearest Physician or hospital. Persons insured under this plan may choose to be treated within or outside **Aetna PPO Network**. Reimbursement rates will vary according to the source of care as described under the summary Schedule of benefits and medical expense benefits.

Please mail the completed claim form and accompanying documentation to the claims administrator, **SISCO Benefits, PO Box 3190, Dubuque, IA 52004**. The completed claim form, all itemized bills, statements and receipts must be sent to the claims administrator no more than 90 days after a covered loss under the policy occurs or ends, or as soon after that as is reasonably possible.

Should it become necessary to check upon the status of your filed claim, you may call the claims administrator at 833-577-2586 between 8:00 A.M. and 8:00 P.M. EST Monday through Thursday and between 8:00 A.M. and 6:00 P.M. EST Friday or e-mail at ISOclaims@siscobenefits.com.

REFUND OF PREMIUM

Refund of premium is not allowed, unless:

- 1) Your school, within 31 days of the plan's start date, does not accept the ISO policy benefits as meeting the school's minimum requirements for insurance and denies your waiver request in that regard. You must submit written proof to us that your school has denied your waiver request; or
- 2) You withdraw from school within 31 days of the plan's start date and you provide us with a copy of the school's written acknowledgment of your withdrawal.

Any premium refund request must be in writing. Premium refund requests will not be considered if a claim has been filed for any coverage or benefits under the policy. All refunds are subject to approval by the Plan Manager. **A \$50 processing fee is applied to any approved refund.**

PLAN MANAGER AND UNDERWRITER

This brochure provides you with a summary of the benefits of the Compass PPO insurance plan. The Plan Manager is ISO, and the underwriter is Citadel International Reinsurance Company Limited on behalf and in respect of the segregated account entitled “Berkshire Hathaway Specialty Insurance Bermuda” (“Underwriter”) for the purposes of section 11(3) of the Segregated Accounts Companies Act 2000 of Bermuda (the “Act”), and it is agreed and understood that all rights and obligations under the policy are subject to the provisions of the Act. **The Underwriter is reinsured 100% by Berkshire Hathaway Specialty Insurance Company, part of the National Indemnity group of insurance companies, which hold a financial strength ratings of A++ from AM Best and AA+ from Standard & Poor's.**

Please keep this brochure as a summary of the insurance plan as specified in the policy that is on file with ISO. The policy contains a complete description of all terms and conditions summarized in this brochure, including benefits, limitations, and exclusions. In the event of a discrepancy, the policy will prevail. You may request a full copy of the policy by emailing ISO.

ASSISTANCE SERVICES

Assistance services are provided by On Call International. An outline of the assistance services appears below.

Pre-Travel Assistance

- Help in arranging special medical services needed while traveling

Medical Emergency Services

- Worldwide, 24-hour medical location service
- Medical case monitoring arrange communication between patient, family, Physicians, employer, consulate, etc...
- Medical transportation arrangements
- Emergency message service for medical situations

Legal Assistance

- Worldwide, 24-hour contact for non-criminal legal emergencies
- Legal referral to help you locate a consular official or attorney

Travel Assistance

- Help with lost passports, tickets and documents

On Call International

- U.S. or Canada: (866) 525-1959
- International: Contact International Operator to place your call to (603) 328-1959
- E-mail for emergencies to mail@oncallinternational.com

SUBSCRIPTION AGREEMENT

I hereby apply and agree to be a member of the group associated with the Compass PPO insurance plan and to participate in the insurance coverage extended to members and participants thereof under the insurance plan and the policy (the “coverage”). I understand that the coverage is not a general health insurance product, but is intended for use in the event of a sudden and unexpected event while traveling outside my home country. I understand that the coverage extended to me will terminate upon my return to my home country. I understand that I may obtain full details of the coverage by requesting a copy of the policy from the Plan Manager. I understand that the liability of the Underwriter of the coverage is as provided in the policy and subject to the Act. By acceptance of coverage and/or submission of any claim for benefits, the Plan Participant ratifies the authority of the signer to so act and bind the Plan Participant.

The Plan Participant undertakes to make all premium payments as they fall due in respect of the coverage extended to them. If the Plan Participant fails to make any premium payment due in respect of the coverage extended to them, then such coverage will lapse (unless otherwise agreed in writing by the Underwriter).

The Plan Participant hereby confirms the accuracy of all information validity of all representations and warranties provided in connection with its participation in the plan and/or the subscription for the insurance coverage, howsoever provided, including the terms of this subscription agreement (together “representations & warranties”). The Plan Participant acknowledges that certain of such information will be relied upon by the Underwriter as provider of the coverage, and that any inaccuracy therein may result in the invalidity of such coverage as it relates to the Plan Participant, the loss of coverage and all monies paid in relation thereto.

The Plan Participant hereby undertakes to inform the Plan Manager of any change to any of matter that forms the subject of any of the representation & warranties. The Plan Participant hereby undertakes to indemnify and hold harmless the Plan Manager against any loss or damage (including attorney’s fees) occasioned by any inaccuracy in any representation & warranty or failure to advise the Plan Manager of any change in any matter that forms the subject of any of the representation & warranties. The Plan Participant agrees that the Plan Manager shall be entitled to rely on and to act in accordance with any written instruction purported to be provided by the Plan Participant and the Plan Participant hereby undertakes to indemnify and hold harmless the Plan Manager against any loss or damage (including attorney’s fees) occasioned by the Plan Manager acting in accordance with any such instruction.

Payments under the terms of the coverage shall be paid by the Underwriter (or its Third Party Administrator) to the Plan Participant or directly to a provider if assignment of benefits has been authorized. The Plan Manager shall not be responsible for the administration of such payments.

I confirm that I have satisfied myself that the coverage is appropriate for me and that I meet the eligibility criteria. The policy provides limited benefit short duration coverage pursuant to all of its terms, conditions, limits and exclusions. This insurance is not subject to, and does not provide certain insurance benefits required by, the United States’ Patient Protection and Affordable Care Act (“PPACA”). PPACA requires certain US citizens or US residents to obtain PPACA compliant health insurance, or “minimum essential coverage.” PPACA also requires certain employers to offer PPACA compliant insurance coverage to their employees. Tax penalties may be imposed on U.S. residents or citizens who do not maintain minimum essential coverage, and on certain employers who do not offer PPACA compliant insurance coverage to their employees. In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. You should consult your attorney or tax professional to determine whether this coverage meets any obligations you may have under PPACA. This plan is not designed to cover US residents and citizens. This policy is not subject to guaranteed issuance or renewal.