HealthOne Plan Guide

ARTICLE 1 SUMMARY

A. INSURING CLAUSE

HealthOne by Legend Travelers, LLC., hereinafter referred to as “HealthOne,” will provide the benefits described in this insurance policy, hereinafter referred to as “Plan,” to you, hereinafter referred to as “the Insured,” if and when the Insured’s Application is approved and payment of the required Premium has been received. Benefits are subject to all Terms, Conditions, Provisions and Exclusions described in this Plan, including any Definitions, Exhibits, Schedules, Endorsements and/or Riders attached hereto.

B. OPTIONAL AD&D ADD-ON

At the time of application, the Insured can elect to purchase an optional Accidental Death and Disability Policy, hereinafter referred to as “the AD&D Policy,” which indemnifies the Insured in the event of loss of life due to an Accident or an impediment due to an Injury, up to a maximum limit of ¥10 million, depending on the policy limit selected and the loss incurred. The optional AD&D Policy add-on is underwritten by NIA, and has its own set of terms, conditions, provisions and exclusions. The description of the AD&D Policy is available for downloading at the HealthOne website:

http://www.healthone.jp/downloads

ARTICLE 2 CONDITIONS AND GENERAL PROVISIONS

The following are the conditions of HealthOne’s liability under this Plan:

A. ENTIRE AGREEMENT

This Plan as described in this Guide, including any Exhibits, Schedules, Endorsements and/or Riders attached hereto, constitutes the entire agreement between HealthOne and the Insured. The Certificate issued to the Insured is an outline of the benefits and conditions provided by this Plan. No change in this Plan shall be valid unless and until approved by an executive officer of HealthOne.

B. CURRENCY AND TRANSACTIONS

The monetary limits and Premiums stated in this Plan and in the Certificate issued hereunder are in Japanese Yen. Monetary transactions between HealthOne and the Insured shall be made in Japanese Yen.

C. PAYMENT OF PREMIUM

1. Rates are as set forth on the HealthOne website (healthone.jp) at the time of Application or Renewal.
2. Payment may be made by Visa, MasterCard, PayPal, Bank Transfer or at most Convenience Stores in Japan.

3. Payment of the required Premium must be received by HealthOne at least one day prior to the Certificate Effective Date. If payment has not been received at least one day prior to the Certificate Effective Date, under no circumstance shall any coverage go into effect until at least one day after payment of the required Premium has been received (see also ARTICLE 4 Para. 1 – CERTIFICATE EFFECTIVE DATE). Payment of the required Premium is considered as received by HealthOne on;
   a. The date upon which a convenience store payment slip is paid at the cash register of a convenience store; OR
   b. The date upon which a bank transfer is posted to HealthOne's bank account; OR
   c. The date upon which a successful online credit card or PayPal transaction has been credited to HealthOne's account.

D. MISREPRESENTATION AND FRAUD

The Insured shall forfeit all claims to any and all benefits of this Plan, whether any claims have arisen or not, as well as forfeit any Premium paid to HealthOne, if s/he perpetrates any misstatement, concealment or fraud, whether in the Insured's Application or in relation to any statement or warranty made by the Insured or his/her authorized representative, whether in writing or otherwise, to HealthOne or its representatives, or in connection with the making of any claim upon this Plan. In addition, in the case of misstatement, concealment or fraud by the Insured or his/her representatives, HealthOne has the right to rescind this Plan without obligation to refund any Premiums paid to HealthOne by the Insured and/or seek any other reparations available, as well as the RIGHT OF RECOVERY for any and all claims paid to the Insured as stated in Paragraph H of ARTICLE 2 CONDITIONS AND GENERAL PROVISIONS.

E. PROOF OF CLAIM

The following is considered to be Proof of Claim:

1. A completed and signed Claim Form; AND
2. Original and Itemized Medical Receipts from Physicians, Hospitals, Clinics and Pharmacies to whom any Eligible Expenses have been paid by the Insured; AND
3. A signed and completed Authorization Form to allow Physicians, Hospitals and/or other medical providers, insurance companies and anyone else having information regarding the care, advice, treatment, diagnosis or prognosis of any physical or mental condition, or employment status of the Insured to release that information to HealthOne; AND
4. Any other evidence deemed necessary by HealthOne.

The Insured shall have 90 days from the date of Eligible Expenses to submit Proof of Claim, as described herein, to HealthOne. The Insured shall be deemed to have waived all rights to claims submitted more than 90 days from the date of Eligible Expenses.

F. CLAIMS COOPERATION

The Insured and his/her Physician(s), Hospital(s) and other providers shall cooperate fully with HealthOne. Cooperation includes (but is not limited to) granting full right of

access to all related medical documentation, reports and evidence. The Insured understands that in the event of refusal, failure or limited reply of the above referenced individuals and/or entities to make all medical documentation, reports and records available to HealthOne's claims department, HealthOne has the right to deny an otherwise valid claim.

G. OTHER PLANS OR INSURANCE

HealthOne shall not pay any claim for which the Insured is enrolled in any other plan, insurance or third-party liability towards the Insured that would, or would but for the existence of this Plan, pay that claim. HealthOne shall not pay any claim for care, treatment, services or supplies furnished by any program or agency funded by any government in which the Insured is enrolled, such as but not limited to Welfare, National Health Insurance, Social Health Insurance, Workman's Compensation, as well as privately funded workman's compensation, medical insurance, accident insurance, auto insurance, liability insurance, third-party liability toward the Insured, or others. HealthOne will pay only any eligible excess beyond the amount payable under such other plan, insurance or third-party liability towards the Insured. When applying for coverage under HealthOne, the potential Insured must notify HealthOne of the existence of any public or private insurance under which s/he is enrolled. The Insured must also notify HealthOne of any change, such as the addition of other public or private insurance, during this Plan's Coverage Period.

H. RIGHT OF RECOVERY

In the event of overpayment of any claim hereunder due to the following reasons:

1. All or some of the expenses were not paid for by or on behalf of the insured or were subsequently recovered by or on behalf of the Insured; OR
2. Any Relative of the Insured or any person in the Insured's family, whether or not that person is or was an Insured, is repaid for all or some of those expenses by a source other than HealthOne; OR
3. All or some of the expenses were not Eligible Expenses; OR
4. All or some of the expenses were paid by other insurance; OR
5. All or some of the expenses were paid or reimbursed based on an incorrect benefit application, regardless of whether HealthOne's mistake or not; OR
6. All or some of the expenses were paid or reimbursed based on incorrect claims information, withheld information, concealment, misstatement, or a fraudulent claim.

HealthOne has the right to recover the amount of overpayment from the Insured. The amount of the overpayment to be recovered shall be the difference between the amount of expenses actually paid by HealthOne and the amount that should have been paid by HealthOne.

If the Insured does not promptly make any such refund to HealthOne, HealthOne may, in addition to any other remedies available, either

a. Reduce the amount of any future claim that is otherwise eligible for payment hereunder by the amount of the refund due HealthOne; OR
b. Cancel the Certificate issued to the Insured at any time.

I. SUBROGATION

When any occurrence that results or may result in a loss payment by HealthOne is caused by third parties, Healthone shall subrogate to the right of the recovery which the Insured has against the third party, to the extent of such payment.
The Insured shall cooperate with HealthOne in securing and enforcing HealthOne's right under the preceding paragraph and in obtaining such evidence, instruments and documents as required by HealthOne for such purpose.

J. NON-WAIVER OF RIGHTS

Failure by HealthOne to enforce or require compliance with any terms, conditions, provisions and exclusions herein will not waive, modify or render such terms, conditions, provisions and exclusions unenforceable at any other time, whether or not circumstances are the same.

K. GOVERNING LAWS AND JURISDICTION

Any matters not contracted under this Plan shall be governed by the laws and ordinances of Japan. Any disputes regarding the interpretation and performance of this Plan shall be submitted to the exclusive jurisdiction of the Kobe District Court.

L. ASSIGNMENT AND TRANSFERABILITY

The Insured must not sell, assign or transfer any rights and duties under this Plan to another person or entity. If the Insured dies during the Coverage Period in which this Plan is in effect, no heir-at-law of the deceased Insured shall inherit any rights or duties under this Plan.

M. CLAIMS ASSISTANCE & PLAN REPRESENTATION

Every attempt will be made to help the Insured understand the benefits provided by this Plan; however, any statement made by an employee of HealthOne or its Agent will be deemed a representation and not a warranty. Actual benefit payment can only be determined at the time a claim is submitted and all facts are presented in writing. If a definite answer to a specific question is required, the Insured should submit a written request, including all pertinent information, and a written reply will be sent to the Insured by email or postal mail.

N. CLAIMS SETTLEMENT

Upon approval by HealthOne of Eligible Claim(s) submitted by the Insured, payment will be sent by bank transfer to the Insured's bank account in Japan or to a bank account in Japan owned by a friend or acquaintance who the Insured has designated to receive such payment. In the event that the Insured has departed from Japan and no longer maintains a local bank account, payment can be sent to a foreign bank, but wire transfer fees will be deducted from the amount due the Insured.

O. TIME LIMIT FOR APPEALING A CLAIM

In the event that HealthOne denies all or part of a claim under this Plan, the Insured shall have 60 days from the notice date of denial to file a written appeal with HealthOne. If the Insured does not appeal the notice of denial within 60 days thereof,

the case file will be closed and the Insured shall be deemed to have waived all rights to the claim.

P. APPLICATION SUBMITTAL, COMMUNICATIONS, & NOTIFICATIONS

Application for this Plan can be made by digital or hard copy and can be submitted by Internet, email, fax or postal mail. Submission of a digital Application automatically constitutes a digital signature and legally binds the Insured to the terms, conditions, and provisions of this Plan, should his/her Application be approved by HealthOne. Communications between HealthOne and the Insured shall be in writing and by email, fax or postal mail. The Insured shall notify HealthOne within 15 days of any changes of Insured's fax number, email or street address.

Q. POLICYHOLDER

In the event the Policyholder and the Insured are the same person, Eligible Benefits will be paid to the Insured. In the event the Policyholder is a different entity than the Insured, the Eligible Benefits will be paid to the Policyholder.

ARTICLE 3 ELIGIBILITY

In order to be eligible for this Plan, the Applicant must:

1. Complete an Application with all questions answered truthfully; AND
2. Pay the required Premium prior to the Certificate Effective Date as per section C.3 of ARTICLE 2 - CONDITIONS AND GENERAL PROVISIONS; AND
3. Read, comprehend and agree to all clauses, provisions, terms and conditions of this Plan; AND
4. Receive written acceptance of the Application from HealthOne; AND
5. Be at least 20 years old but not yet 60 years old; AND
6. Not possess Japanese citizenship; AND
7. Be in good general health and maintain a healthy lifestyle; AND
8. Not be pregnant, hospitalized or disabled on the Certificate Effective Date; AND
9. Not be HIV+ on the Certificate Effective Date.

HealthOne has the right to approve or decline any application without explanation.

ARTICLE 4 CERTIFICATE EFFECTIVE DATE, CERTIFICATE TERMINATION DATE, BENEFIT PERIOD, AREA OF COVERAGE, AND CHANGES IN MEDICAL CONDITION PRIOR TO CERTIFICATE EFFECTIVE DATE

1. Certificate Effective Date and Time (JST) – This Plan shall become effective on the **latest** of one of the following occurrences:

a. 0:00 hours on the date requested by the Insured on his/her Application; OR
b. 0:00 hours on the day after the date upon which HealthOne receives the correct Premium as per section C.3. of ARTICLE 2 - CONDITIONS AND GENERAL PROVISIONS; OR
c. The date and time the Insured arrives in Japan

All Applications, whether for initial coverage or for renewal of coverage, are subject to approval by HealthOne, and any payment made to HealthOne by the Applicant is not grounds for acceptance into the Plan without such approval.

2. Certificate Termination Date and Time (JST) – This Plan terminates on the **earliest** of:
   a. 24:00 hours on the last day of the Certificate Period; OR
   b. The date and time the Insured departs Japan

3. Benefit Period – In accordance with Items 1 and 2 of this provision, HealthOne will pay Eligible Benefits for each Incident, as defined herein;
   a. For up to 180 days beginning on the date of the first consultation, diagnosis or treatment for a covered Illness which began while the Certificate was in effect; or
   b. For up to 180 days beginning on the date of an Accident for a covered Injury that occurred while the Certificate was in effect.

4. Area of Coverage – HealthOne will only pay benefits for Eligible Benefits, subject to all terms, conditions, provisions and exclusions herein, which incur while the Insured is in Japan. Should the Insured leave Japan temporarily during a Certificate Period, coverage shall pause at the date and time of the Insured's departure and recommence at the date and time the Insured returns to Japan. However, the Certificate Period shall in no way be extended to compensate for any period of time the Insured was not present in Japan.
5. Changes in Medical Condition Prior to the Certificate Effective Date – Any medical conditions or injuries that manifest themselves between the date the Application is submitted and the date the Certificate Effective Date shall be considered Pre-existing and therefore not covered under this Plan. Additionally, in the event that medical conditions or injuries manifest themselves between the date of Application and the date the Coverage is issued, HealthOne has the right to decline that Application or rescind an already issued Certificate of Coverage. The Applicant/Insured is obligated to notify HealthOne of any such changes in medical or physical condition that take place between Application and Issuance of Certificate whether Certificate is for initial or renewal coverage.

ARTICLE 5 TABLE OF BENEFITS AND LIMITS

*Deductible (per Certificate Period)	¥10,000

Eligible Benefit Percentage Payable	For the Certificate Period, HealthOne will pay 100% of Eligible Expenses after the Deductible up to the Overall Maximum Limit of the Plan unless otherwise indicated in this table (ARTICLE 5 TABLE OF BENEFITS AND LIMITS), ARTICLE 6 – ELIGIBLE EXPENSES or ARTICLE 8 – EXCLUSIONS.
Hospital Room and Board, Standard Room Rate	Usual, Reasonable and Customary charges.
Intensive Care Unit	
Surgeons', Anesthesiologists', and Medical Practitioners' fees	
Nursing Fees, Medical Expenses and Ancillary Charges	
Emergency Local Ambulance	
Prescribed Drugs and Medications (except Anesthesia and any drugs or medications administered for Laboratory Services)	**Up to ¥30,000 Yen per covered Incident
Anesthesia (including medicines, gases, pain management, and the use of monitoring or disposable equipment)	**Up to ¥60,000 Yen per covered Incident
X-rays (including any contrast medium necessary to enhance imaging)	**Up to ¥20,000 per covered Incident
MRI and/or CAT Scan (including any contrast medium necessary to enhance imaging)	**Up to ¥40,000 per covered Incident
Laboratory services (including any drugs or medications necessary for testing)	**Up to ¥25,000 per covered Incident
Dental Treatment due to Accident	**¥20,000 Maximum per tooth, ¥50,000 Maximum per Certificate Period
Physical Therapy	**Up to ¥4,000 a visit, Maximum 12 visits per Certificate Period.
Enhanced Health Benefits (includes Wellness Benefits, Chiropractic Visits and/or Pre-existing Conditions coverage)	After 24 months Continuous Coverage as per ARTICLE 6 – ELIGIBLE EXPENSES

All Other Eligible Expenses for both Inpatient and Outpatient	Usual, Reasonable and Customary charges unless otherwise indicated in this table (ARTICLE 5 TABLE OF BENEFITS AND LIMITS), ARTICLE 6 – ELIGIBLE EXPENSES or ARTICLE 8 – EXCLUSIONS.
Hospital Cash Bonus	Payable for each continuous night in hospital beginning on the 5th day of confinement up to and including the 60th day as per ARTICLE 6 – ELIGIBLE EXPENSES
Overall Maximum Limit of the Plan per Certificate Period	HealthOne – Basic Plan: **¥2,000,000 HealthOne – Select Plan: **¥3,000,000
Certificate Period	The Insured may purchase 3 Months, 6 Months, or 1 Year of insurance.
Benefit Period (for each Incident, as defined herein)	For up to 180 days beginning on the date of the first doctor's visit for a covered Illness which began while the Certificate was in effect, including doctor's visits wherein a covered Illness/condition is first discovered or diagnosed; or for up to 180 days beginning on the date of an Accident for a covered Injury that occurred while the Certificate was in effect.
Hospital Pre-Notification Penalty (pertains to inpatient only)	50% Penalty
Area of Coverage	Japan

* The Deductible is the amount that the Insured must pay out of pocket before the Plan begins to pay Eligible Benefits. Once the amount of Eligible Expenses has exceeded the amount of the Deductible during the Certificate Period, the Insured will begin to receive payment for all expenses covered under the Plan. The Deductible is per person, not per family.
** Specified limit amounts include all applicable taxes and fees. The Select Plan is only available to HealthOne insureds who are presently on the Select Plan and whose polices have not lapsed.

ARTICLE 6 ELIGIBLE EXPENSES

Subject to the Deductible and limits set forth in ARTICLE 5 – TABLE OF BENEFITS AND LIMITS, HealthOne will pay the following expenses incurred subject to the Exclusions, Conditions, Limitations and Provisions of this Plan while this Plan is in effect:

1. Charges made by a Hospital for:
    a. Daily room, board and nursing services not to exceed the average Standard Room Rate;
    b. Daily room, board and nursing services in a Hospital's Intensive Care (i.e., cardiac care) Unit;

c. Use of operating, treatment or recovery room;
d. Services and supplies routinely provided by a hospital to inpatients for use during their stay other than those specifically listed in this section (ARTICLE 6 ELIGIBLE EXPENSES) or ARTICLE 5 TABLE OF BENEFITS AND LIMITS;
e. Emergency room treatment of a Covered Injury or Illness.

2. Charges made by a Physician for professional services, including Surgery. Charges for an assistant surgeon are covered up to 20% of the Usual, Reasonable and Customary charge of the primary surgeon; but standby availability is not deemed a professional service.
3. Charges by a Hospital, Clinic, Laboratory or Physician for Outpatient care other than those specifically listed in this section (ARTICLE 6 ELIGIBLE EXPENSES) or ARTICLE 5 TABLE OF BENEFITS AND LIMITS.
4. For dressings, sutures, splints, crutches, casts or other supplies that are Medically Necessary.
5. X-rays (including any contrast medium necessary to enhance imaging), up to ¥20,000 per covered Incident.
6. MRI and/or CAT Scan (including any contrast medium necessary to enhance imaging), up to a maximum of ¥40,000 per covered Incident.
7. Laboratory services (including any drugs or medications necessary for testing purposes) up to ¥25,000 per covered Incident.
8. For artificial limbs, eyes, bone implants, or any other non-natural body part, but not their replacement or repair, 50% of Usual, reasonable, and Customary charges.
9. For reconstructive Surgery when that Surgery is directly related to an Incident covered by this plan.
10. For radiation therapy/treatment and chemotherapy up to a maximum of ¥150, 000 per covered Incident.
11. For oxygen and other gasses (except those used for anesthetics), and their administration.
12. For anesthetics (including medicines, gases, pain management, and the use of monitoring or disposable equipment) and their administration by a Physician or Anesthesiologist.
13. For drugs (except Anesthesia and those administered for Laboratory Services) which can only be obtained by prescription from a Physician and administered on an out- or inpatient basis by any approved method of delivery (oral, subdermal, intravenous, or other means) for a maximum of 30 days or up to ¥30,000 per covered Incident, as defined herein, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs.
14. Emergency Local Ambulance transport necessarily incurred in connection with Injury or Illness.
15. Emergency dental repair or replacement to sound, natural teeth damaged as a result of a covered Accident, up to a maximum of ¥20,000 per tooth, ¥50,000 per Certificate Period.
16. Charges by a licensed Physical Therapist if prescribed by a Physician for an Injury covered under this plan. Pays up to ¥4,000 a visit up to a limit of 12 visits per Certificate Period.
17. For each consecutive night spent in hospital beginning with the 5th day of hospitalization up to and including the 60th day of hospitalization for an Eligible Illness or Injury, and subject to all other terms and conditions of this Plan, the Insured will receive a daily Hospital Cash Bonus of 5,000 yen. All Hospital Cash Bonus amounts paid shall apply in the aggregation of benefits toward the Overall Maximum Limit of the Plan.
18. After completion of the initial 24 months of continuous coverage during which the Insured has experienced no symptom, diagnosis, treatment or illness, the Insured may become eligible for Enhanced Health Benefits, which include

Wellness Benefits, Chiropractic Visits and/or coverage for Pre-existing Conditions. Insurance coverage must remain in effect without lapse for any benefits to be paid. If the Insured experiences a symptom, diagnosis, treatment or illness of any kind, s/he will be required to wait a further 24 months and must again meet the above criteria to become eligible for Wellness Benefits, Chiropractic Visits and/or coverage for Pre-existing Conditions. These benefits include the following coverage and conditions:

a. Coverage for Pre-existing Conditions (that meet normal eligibility requirements) provided the Insured's Pre-existing Conditions have been fully disclosed on the Application and not excluded or limited by any Riders – coverage pays up to 250,000 yen per Certificate Period.
b. One annual routine wellness exam, including x-rays and lab procedures for screening or preventative purposes – coverage pays up to 60% of the maximum allowable charge of 10,000 yen.
c. One annual mammogram and one annual Pap test for women between the ages of 35 and 49 – 50% co-pay.
d. One prostate cancer exam every 2 years for men aged 40 and older – 60% co-pay of the maximum allowable charge of 10,000 yen.
e. One annual basic eye exam (corrective lenses not included) – pays up to 60% of the maximum allowable charge of 10,000 yen.
f. One annual basic hearing exam (corrective equipment not included) – pays up to 60% of the maximum allowable charge of 7,000 yen.
g. One annual teeth cleaning procedure – 50% co-pay.
h. Immunizations and inoculations – 50% up to maximum allowable charge of 5,000 yen per item.
i. Up to 6 chiropractic visits per eligible incident – 50% co-pay.

19. Braces, plates, pins and other necessary hardware used to support bones (internally or externally) are covered subject to a 50% co-pay up to maximum allowable charge of 400,000 Yen.
20. Second Surgical Opinions – 50% co-pay.
21. Treatment of any Injury meeting the criteria of an Emergency (as stipulated in the Definitions of this Policy), even if Hospital confinement is not required, and regardless of time of treatment; and
22. Treatment of any Illness meeting the criteria of an Emergency (as stipulated in the Definitions of this Policy), even if Hospital confinement is not required, and regardless of time of treatment; OR, treatment of any other Illness, however, the difference in charges between use of the hospital's facilities during normal outpatient hours and those for use outside of normal outpatient hours will not be covered unless the Insured is directly admitted to the Hospital as an Inpatient for further treatment of that Illness.
23. Special Referral Expenditure – up to a maximum amount of 3,000 yen per incident.

Only those expenses specifically described above, incurred from the onset of an Illness or Injury within the Certification Period and not listed in the Exclusions in ARTICLE 8 are considered Eligible Benefits. Initial occurrence and treatment of an Illness or Injury must take place within the Certificate Period and while the Insured is in Japan. If initial occurrence is outside of Japan, no coverage will be provided, regardless of where it is received. Only expenses, surgeries, treatments, medications and supplies provided or issued in Japan will be considered for payment by HealthOne. It is recommended that the Insured obtain a comprehensive travel insurance policy when traveling outside of Japan.

ARTICLE 7 PRE-NOTIFICATION REQUIREMENTS

A. Hospitalization and Surgery must always be Pre-notified. To comply with the Pre-notification requirements, the Insured must:
   1. Contact HealthOne as soon as possible before Hospitalization or Surgery.
   2. If the Insured complies with Pre-notification requirements, HealthOne will pay Eligible Benefits subject to all terms, conditions, provisions and exclusions herein.
   3. If the Insured does not comply with Pre-notification requirements:
      a. Eligible Benefits shall be reduced by 50%; AND
      b. The Deductible will be subtracted from the remaining amount.

B. Emergency Pre-notification – In the event of an Emergency Hospital admission, Pre-notification must be made within two business days after the admission, either by the Insured or by someone on behalf of the Insured. In the event HealthOne is not notified within two business days, Paragraph 3a of Section A. of this Article shall apply.

C. Pre-notification does not guarantee benefits – The fact that Hospitalization and Surgery are pre-notified does not guarantee either payment of benefits nor the amount of benefits. Eligibility for and payment of benefits are subject to all the terms, conditions, provisions, limits and exclusions of this Plan.

D. Concurrent Review – For inpatient stays of any kind, HealthOne will pre-notify a limited number of days of confinement. Additional days of inpatient confinement may later be pre-notified if the Insured receives prior approval.

E. Method of Pre-notification – The Insured may contact HealthOne by telephone, fax, email or through the ClientZone at healthone.jp. In order to complete Pre-notification, the Insured must provide HealthOne with: Certificate Number, the Insured's name, telephone number (and/or email address), name and telephone number of the Hospital, the name and telephone number of the Physician ordering hospitalization, the diagnosis and approximate number of days to be confined.

ARTICLE 8 EXCLUSIONS

A. The following expenses, Surgeries, Treatments, medications, supplies diagnostic and other testing, consultations, services, conditions and circumstances are excluded from coverage:

   1. Charges for Injuries due to an Accident not incurred or for Illness not manifested during the Certificate Period (including all Pre-existing Conditions not conforming to the terms of Article 6 - Eligible Expenses), or charges that exceed the limits of the Plan. Additionally, benefits payable under any other private or government insurance plan, or charges presented to HealthOne for payment more than 90 days from the date of Eligible Expenses, or the date in which Eligible Expenses exceed the Deductible, whichever comes later.
   2. Any planned Treatment, test, examination or consultation from a Clinic, Hospital, lab, Physician, or other medical provider or a planned hospital admission that the Insured was aware of on the Certificate Effective Date, which was not disclosed to and accepted by HealthOne.
   3. Treatment for or related to any Chronic, recurring, congenital, hereditary, terminal or incurable medical condition.
   4. Mental Health Disorders, panic or anxiety attack, depression, stress or disorders as a result of stress, sleeping disorders, disorders as a result of

lack of sleep or rest, exhaustion, diseases of the brain, Substance Abuse, and disorders requiring any kind of social or lifestyle adjustment or counseling.

5. Injury sustained while under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs, other than drugs taken in accordance with Treatment prescribed and directed by a Physician, but not for the treatment of Substance Abuse.
6. Charges that exceed Usual, Reasonable and Customary amounts.
7. Any condition or occurrence pertaining to pregnancy (including molar pregnancy) or childbirth and its prevention, termination, enhancement or complications.
8. Any drug or treatment for impotency or sexual dysfunction.
9. Sexually transmitted diseases and infections (STD, STI), HIV+, AIDS, ARC and other diseases and conditions resulting from HIV/AIDS status.
10. Investigative or exploratory surgeries, Experimental surgeries or Treatment, Treatment or supplies not ordered by a Physician, or provided at no cost to the Insured, or not Medically Necessary.
11. Surgeries, Treatments or supplies for cosmetic or aesthetic reasons; such as weight modification, intestinal bypass surgery, exercise programs, sex-change procedures, gender identity disorders, hair transplants, medication to promote hair growth, and modifications of the physical body in order to improve the psychological well-being of the Insured, except for reconstructive Surgery when the Surgery is directly related to an Incident as defined by this Plan.
12. Self inflicted Injury or illness, suicide, abnormal activity, accidents while using fireworks, aggressive violence or criminal act initiated by the Insured.
13. Back or neck pain without Objective Symptoms, spasms and cramps, muscle aches, abdominal hernia, any foot care, unless related to a covered accidental injury.
14. Epidemics, pandemics, group toxicosis or contagious diseases other than common influenza or cold.
15. Alternative medicine, holistic care, Custodial Care, acupuncture, acupressure, moxibustion, massage, or educational therapy, occupational therapy, music therapy, and aromatherapy.
16. Eyeglasses, contact lenses, eye training, hearing aids, hearing implants, speech training and treatment for nearsightedness, farsightedness, astigmatism or procedures, surgery to correct sight, hearing, or speech.
17. Acts of Terrorism, war (whether declared or not), insurrection, riot, civil unrest or any variation thereof, or natural disasters/extreme weather phenomena such as but not limited to earthquakes, landslides, avalanches, typhoons, floods, tsunamis and volcanic eruptions.
18. Exposure or contamination to hazardous biological or chemical matter, nuclear radiation or other non-medical radioactivity.
19. Dental treatment except emergency treatment immediately following a covered Accident and annual cleanings as specified in ARTICLE 6 ELIGIBLE EXPENSES.
20. Dialysis; cirrhosis of the liver; hepatitis; organ or tissue transplants; costs for artificial or mechanical devices designed to replace or assist organs, whether temporarily or permanently.
21. Medical care administered by a person who is not a licensed medical doctor, in a facility that is not officially registered as a hospital or clinic in Japan or by a relative of the Insured or by any person who ordinarily resides with the Insured.
22. Treatment for varicose veins, acne, moles and birthmarks, skin tags, diseases of sebaceous glands, seborrhea, cysts, dermatitis, hypertrophic and atrophic conditions of the skin.

23. Services or supplies that are not included as Eligible Expenses as described herein, and treatment required as a result of complications or consequences of a treatment or condition not covered under the Plan.
24. Any consequential loss; furthermore, Insurer shall not be responsible for third-party events such as but not limited to server malfunction, lost or non-delivery of payment slips by the post office, or any other circumstance out of the control of the Insurer which prevents or delays the start of initial or renewal coverage.
25. Illness or Injury sustained while taking part in high-risk or abnormal activities including but not limited to: racing; mountain climbing; sky diving; hang-gliding; martial arts; contact sports, such as ice hockey, rugby, soccer, futsal, football, etc.; diving; skiing; snowboarding; skateboarding; bungee jumping; any kind of wall climbing; professional sports; amateur sports in which there is competition for a prize, trophy or medal; any other activity which exposes the Insured to risk of injury due to thrill seeking; and any journey, activity, action or pursuit undertaken against the advice of a Medical Practitioner, specialist/consultant, registered nurse or therapist.
26. Heat stroke, dehydration, and symptoms thereof.
27. Services such as telephone, TV, internet, etc.; items such as pajamas, robes, towels, slippers, toothbrushes, mouth wash, soap, powder, diapers, napkins, tissues and the like.
28. * Any injury sustained or caused by the Insured while operating a motorized vehicle.

    * Please note that HealthOne is not auto insurance and shall under no circumstance pay for injuries sustained by the insured, passengers or non-passengers (third parties) of any motorized vehicle involved in an accident while operated by the Insured. It is therefore strongly recommended that anyone operating a motorized vehicle in Japan obtain both Compulsory Insurance (Jibaiseki Hoken) and Voluntary Insurance (Nini Hoken with Jinshin Shogai Option) to properly protect themselves and others for injury as well as liability.

B. Special Illness Exclusion:

1. Expenses for Surgery, Treatment, testing, consultation, medication, etc. for all Illnesses which manifest themselves within the first 7 days of coverage are excluded. This Special Illness Exclusion is not applicable to Injuries which occur due to Accidents, which are covered from Plan commencement in accordance with all applicable Plan terms, conditions and/or limitations.

2. Expenses for Surgery, Treatment, testing, consultation, medication, etc. for the following conditions which manifest themselves within the first 180 days of Continuous Coverage are excluded: any conditions of the breast, prostate, lower gastrointestinal tract, reproductive system, gallstones, kidney stones, hernia, disorders or diseases of the skin or eyes, all types of cysts, adenoids, tonsils, respiratory infections and disorders other than common influenza or cold.

ARTICLE 9 RENEWAL, NO-CLAIMS REBATE, GRACE PERIOD, REFUND & CANCELLATION

A. RENEWAL

The Insured may renew this Plan subject to approval by HealthOne. Upon Renewal, the Deductible must once again be exceeded in the new Certificate Period before any further Eligible Benefits can be paid. Should the Insured be approved by HealthOne for any additional Certificate Period(s), the terms and conditions of this Plan, as well as the Premium rates, shall be those which are in effect at the date and time the new Certificate Period goes into effect. An up-to-date and current Plan Guide and Premium rate chart shall always be made available to the Insured on the website at www.healthone.jp or upon request. When renewing the insured agrees to once again read and understand the most current version of the Plan Guide.

B. NO-CLAIMS CASH REBATE

If the Insured purchases a 12-month policy and files no claims during the period of such coverage, and then renews this insurance with a subsequent 12-month policy, the Insured is entitled to receive a 10% No-claims Cash Rebate from HealthOne. The Rebate is not a discount and requires that the Insured pay the full amount of Premium due at renewal before the Rebate will be paid. Should the Insured decide not to renew, fail to renew on time, fail to pay the renewal premium on time so that there is no lapse of coverage, or fail to return the Rebate Form within 3 months of the Rebate Form date, the Rebate will not be paid and the Insured shall be deemed to have waived all rights to the Rebate for that Certificate Period. The Rebate is only applicable to the medical part of the policy and not to any AD&D-option premium amount.

C. GRACE PERIOD

1. If the Insured chooses a one-year policy and opts to pay the premium via monthly installments, the Insured's credit card will be automatically billed for the appropriate amount each month. If the billed amount for any month is declined by the card issuer for any reason (insufficient credit, expiration date, etc.), the Insured will be extended a 15-day Grace Period to make payment and provide updated credit card information. (Important: In order to continue eligibility for installment billing, a valid credit card must be on file with HealthOne at all times.) If, after 15 days the problem has not been resolved, this Plan will immediately be suspended. The Insured understands and agrees that s/he shall then have an additional 15 days to pay the remaining outstanding balance of the premium IN FULL by Bank Transfer or forfeit all remaining insurance coverage.

2. No grace period shall apply between the termination of one Certificate Period and the commencement of any additional Certificate Period. Should the Insured reapply for and pay the premium for this Plan after a Certificate Period ends, there will be no coverage between the end of that Certificate Period and the commencement of the next. It is the responsibility of the Insured to prevent a lapse in coverage by reapplying within a reasonable and ample period of time prior to the termination of a Certificate Period.

D. REFUND OF PREMIUM AND CANCELLATION

No refund of premium already paid shall be allowed in the case that HealthOne cancels this Plan pursuant to the provision of Paragraph D, ARTICLE 2 (MISREPRESENTATION AND FRAUD). No refund of premium already paid shall be allowed once the Plan goes into effect and a Certificate Period has begun. Should the Insured cancel this Plan prior to its effective date, a bank transfer fee will be deducted from the refund. In the event that HealthOne declines an Application from

an applicant that has already paid the premium for said application, HealthOne's sole obligation shall be the return of the premium for said application.

DEFINITIONS

Accident: A sudden and unexpected occurrence resulting in Injury of the Insured.

Accidental Dealth & Disability (AD&D): An insurance policy underwritten by NIA with its own set of terms, conditions, provisions and exclusions. The AD&D policy is available as an add-on (option) to the HealthOne Plan. Benefits include, but are not limited to: indemnity for accidental death; indemnity for severance, full or partial permanent loss of function of one or more fingers, hands, arms, toes, feet, legs due to an injury; indemnity for full or partial permanent loss of eyesight, hearing, speech due to an accident; indemnity for disfigurement of outward appearance and deformity of the spinal column due to an accident; and indemnity for total disability.

AIDS: Acquired Immune Deficiency Syndrome.

ARC: AIDS Related Complex - Early symptomatic HIV infection, the stage of viral infection caused by HIV (human immunodeficiency virus) where symptoms have begun to manifest, but before the development of AIDS (which involves life-threatening infections).

Amateur Athletics: A sport or other athletic activity that is organized and/or sanctioned, involving regular or scheduled practices and/or regular or scheduled games competing for an award or prize. This definition does not include athletic activities that are non-contact and engaged in by the Insured solely for recreational, entertainment or fitness purposes.

Benefit Period: The maximum period of time for which HealthOne will pay Eligible Benefits for an Incident.

Certificate: The document issued to the Insured that provides evidence of Benefits payable under this Plan.

Certificate Period: The period of time beginning on the Certificate Effective Date and Time (JST) and ending on the Certificate Termination Date and Time (JST).

Chronic: A medical condition which has at least one of the following characteristics: has no known cure, is likely to recur, requires palliative treatment, needs prolonged monitoring/treatment, is permanent, requires specialist training/rehabilitation, is caused by changes to the body that cannot be reversed.

Clinic: A facility devoted to diagnosis and care of Outpatients, having one or more licensed Physicians on staff and often associated with a hospital or medical school.

Compulsory Insurance (Jibaiseki Hoken): Minimum insurance required by law for the legal operation of a motorized vehicle in Japan, providing limited coverage for third-party bodily injury only. It provides no coverage for injuries sustained by a vehicle's driver or passengers, nor does it afford property damage protection. See also **Voluntary Insurance (Nini Hoken with Jinshin Shogai Option)**.

Consequential Loss : Any loss that arises as a direct or indirect result of a covered or non-covered Incident, act or event.

Continuous Coverage: The scope of protection under an insurance contract that remains in force from a specified time in the past (the Effective Date) up to, including, and beyond the present time without cessation, interruption or lapse for any reason. Should cessation, interruption or lapse occur for any reason, all terms and conditions

of the policy become the same as an initial policy should the insured renew or reapply for insurance.

Co-pay: The portion of payment of Eligible Expenses by the Insured at the percentage specified in ARTICLE 6 ELIGIBLE EXPENSES.

Coverage: Eligible Expenses as described in this Plan for which the Insured is eligible for reimbursement from HealthOne.

Covered Expenses: Expenses which are: for Medically Necessary services, supplies, care, or Treatment; due to Illness or Injury as described in the Plan; prescribed, performed or ordered by a licensed Physician and/or Service Provider; Usual, Reasonable and Customary charges; incurred by the Insured during the Certificate Period; and listed in ARTICLE 6 ELIGIBLE EXPENSES, not excluded in the ARTICLE 8 EXCLUSIONS and not exceeding the maximum limits stated in ARTICLE 5 TABLE OF BENEFITS AND LIMITS.

Custodial Care: That type of care or service, such as a home helper, which is designed primarily to assist an ill or injured person.

Deductible: The amount of Eligible Expenses specified in the ARTICLE 5 TABLE OF BENEFITS AND LIMITS that the Insured pays before HealthOne begins paying benefits. Eligible Expenses must exceed this amount within the Certificate Period before Benefits can be paid. For example, if the Insured has ¥200,000 worth of Eligible Expenses during the Coverage Period, first ¥10,000 would be paid out-of-pocket by the Insured and then ¥190,000 would be paid by HealthOne. Once the Insured exceeds the first ¥10,000 worth of expenses, s/he will receive payment for all Eligible Expenses covered by the plan. The Deductible is NOT per claim or per Illness/Injury, but per Certificate Period. A Deductible is sometimes referred to as an “Excess” by some insurance companies.

Eligible Benefits: Medical related expenses as described in this Plan, to which the Insured is eligible for reimbursement from HealthOne. Also includes the Hospital Cash Benefit as described in this Plan.

Eligible Expenses: Same as Eligible Benefits as shown above.

Emergency: A medical condition (from either Illness of Injury) manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured’s life or limb in danger if medical attention is not provided within 24 hours.

Enhanced Health Benefits: Extended or additional benefits that the Insured becomes eligible for upon completion of 24 months of continuous coverage.

Experimental: Procedures, surgeries, treatment, services or supplies that are used or applied in a way which deviates from generally accepted standards of current medical practice.

HealthOne - Basic Plan & HealthOne - Select Plan: The two medical insurance policies offered by HealthOne. Both are exactly the same except for the Overall Maximum Limit of the Plan as indicated in the Table of Benefits and Limits.

HIV+: Laboratory evidence being positive for Human Immunodeficiency Virus infection.

Hospital: An institution that operates as a hospital pursuant to law, and is licensed in Japan as such, operates primarily for the reception, care and treatment of sick or injured persons as Inpatients, provides 24-hour nursing service by Registered Nurses on duty or call, has a staff of one or more Physicians available at all times, provides organized facilities and equipment for diagnosis and treatment of acute medical conditions on its premises. A Hospital is not primarily a long-term care facility, extended care facility, nursing home, rest home, Custodial Care or convalescent home, a place for the aged, drug addicts, alcoholics or runaways, or similar establishment.

Hospital Cash Bonus: A cash benefit paid daily to an insured person who is an inpatient subject to all terms, conditions, provisions and exclusions of the Plan.

Illness: A sickness or disease. Illness does not include learning disabilities, attitudinal disorders or disciplinary problems.

Incident: An Illness, an Injury or a set of Illnesses or Injuries that exist simultaneously and are due to the same or related causes are considered to be one Incident. Further, if an Illness is due to causes that are the same and are related to the causes of a prior Illness, the Illness will be deemed to be a continuation of the prior Illness and not a separate Incident. All Injuries due to the same Accident shall be deemed to be one Incident. An Incident that first occurs during the Certificate Period shall start the beginning of a Benefit Period provided such Incident is covered by the terms and conditions of this Plan.

Incurred: A charge is incurred on the date the service is provided or supply is purchased.

Injury: Bodily Injury resulting from an Accident and occurring only during the Certificate Period.

Inpatient: A person who is an overnight resident patient of a Hospital, using and being charged for room, board and/or medical care.

Intensive Care Unit: A Cardiac Care Unit of a Hospital.

Itemized Medical Receipts: Receipts which show a breakdown of medical costs for treatment, tests, x-rays, supplies, prescriptions, etc. It is now a law in Japan that medical providers are required to give patients receipts with a breakdown of costs regardless of whether the patient is on a government health care plan, on a private insurance plan, or uninsured. A patient has a legal right to know the Itemized costs they are being charged for. Claims submitted with receipts only showing a total cost with no breakdown can result in a claim being delayed or refused.

Medical Diagnosis Report: See Shindansho.

Medically Necessary: A service or supply which is necessary and appropriate for the diagnosis or treatment of an Illness or Injury based on generally accepted current medical practice as determined by HealthOne. A service or supply will not be considered Medically Necessary if it is provided only as a convenience to the Insured or provider, and/or is not appropriate for the Insured's diagnosis or symptoms, and/or exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment of an Illness or Injury.

Insured: An individual who has fulfilled the requirements of Article 3 and is enrolled in and covered by this Plan.

Mental Health Disorder: A mental or emotional disease or disorder which generally denotes a disease of the brain with predominant behavioral symptoms; or a disease of the mind or personality evidenced by abnormal behavior; or a disorder of conduct evidenced by socially deviant behavior. Mental Health Disorders include but are not limited to psychosis, depression, schizophrenia, and bipolar affective disorder.

No-claims Cash Rebate: If the Insured files no eligible claims during the Certificate Period and successfully renews the Plan on time and with the approval of HealthOne, s/he will be eligible to receive a cash rebate of 10% of the Premium paid after renewal. Note: Rebate applies only to renewal of a 12-month policy with a subsequent 12-month policy. Please see Article 9.B. - NO-CLAIMS CASH REBATE for full details.

Objective Symptoms: Symptoms that can be observed or ascertained by a Physician, such as a physical defect or injury.

Outpatient: Person (in this case, the Insured) who receives Medically Necessary treatment by a Physician for Injury or Illness that does not require overnight stay in a Hospital.

Overall Maximum Limit of the Plan: The maximum limit of Eligible Benefits that HealthOne is liable to pay to the Insured for medical expenses under this Plan.

Physician: A duly licensed practitioner of the medical arts who practices Western medicine. A Physician must be currently licensed in Japan, and the services provided must be within the scope of that license. An acupuncturist, chiropractor, physical therapist, or practitioner of alternative or Chinese medicine is not considered a Physician under the HealthOne plan.

Plan: The HealthOne insurance program including all of its benefits and services to its insureds. Also referred to as an insurance policy.

Policyholder: The Policyholder is usually the same person as the Insured and is the person who pays the Premiums for the Plan. In the event that the Policyholder is a different entity than the Insured, such as the Insured's employer, payment for Eligible Benefits can be paid to the Policyholder.

Pre-existing Condition: Any Injury, physical defect, disorder, infirmity, medical condition which was foreseeable, manifested itself, the insured had signs or symptoms of, the Insured sought advice for, the Insured received treatment for, or to the best of the insured's knowledge, was aware existed, at or prior to the Certificate Effective Date and Time. Pre-existing Condition also includes any complications or consequences associated with these conditions.

Pre-notification: A requirement of the Insured to notify HealthOne in advance of any Hospital admission or Outpatient Surgery. Pre-notification is not an assurance, authorization, or guarantee of coverage or payment, since other exclusions, limits, conditions and provisions may apply.

Pregnancy: The physical condition of being pregnant. Any condition resulting from sperm/egg fertilization or union, molar pregnancy, and regardless of whether it develops into a placenta, embryo, fetus or not.

Premium: The full payment required for an insurance policy or Plan. Payment of the premium alone does not guarantee benefits under the Plan as all Terms, Conditions, Provisions and Exclusions described in the Plan, including any Definitions, Exhibits, Schedules, Endorsements and/or Riders attached may apply.

Rebate: See No-claims Cash Rebate above.

Rebate Form: A form used to obtain a No-claims Cash Rebate. This form is sent to the insured for confirmation that no claims have been or will be filed for a 12-month Certificate Period. See also No-claims Cash Rebate above.

Registered Nurse: A graduate nurse who has been registered or licensed to practice in Japan.

Rider: An amendment or addition to an insurance policy such as an exclusion of coverage, or a coverage for something specifically not covered with a primary policy such as AD&D option which an additional amount is required to cover the rider.

Routine Physical Exam: Examination of the physical body by a Physician for preventative or informative purposes only and not for the diagnosis or treatment of any condition. Routine Physical Exam also includes diagnostic labs, x-rays, and other procedures for screening, preventative or informative purposes.

Shindansho: A medical certificate obtained from Physicians, Hospitals and other medical providers in Japan indicating the symptoms, Illnesses and Injuries of patients.

Shinryo Meisaisho: Receipts from Physicians, Hospitals, Clinics, and Pharmacies which are in an itemized and detailed format required by HealthOne in order to pay Eligible Benefits. All receipts must be originals, not copies.

Special Referral Expenditure: Expense charged when visiting a hospital with more than 200 beds without a letter of referral from another medical institution. Usually charged only for the first visit.

Subrogation: The assumption by a third party of another's legal right to collect a debt or damages. In this case, Subrogation refers to HealthOne's right to assume a legal claim of the Insured against third parties arising from any Incident that results or may result in a loss payment by HealthOne.

Substance Abuse: Alcohol, drug or chemical abuse, overuse or dependency.

Surgery: An invasive diagnostic procedure or the treatment of Illness or Injury by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

Terrorism: An act including but not limited to the use of force, violence, contamination by nuclear, chemical, biological substances and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government by means of fear and/or by putting the public, or any section of the public in mortal danger.

Treatment: Care including but not limited to consultation, diagnostic testing, drug prescription, evaluation, examination and therapy, involving the administration of medical management for an Injury or Illness.

Usual, Reasonable and Customary: The most common charge for similar services, medicines or supplies in Japan, so long as those charges are Reasonable. What is defined as Usual, Reasonable and Customary Charges is determined by HealthOne by considering one or more of the following factors: the length of time required to perform the procedure or services as compared to the length of time required to perform other similar services; the severity or nature of the Illness or Injury being treated; the amount charged for the same or comparable services, medicines or supplies in Japan; the rates established by the Japan National Health or Social Insurance Schemes; such other factors as HealthOne, in the reasonable exercise of discretion, determine are appropriate.

Voluntary Insurance (Nini Hoken with Jinshin Shogai Option): Insurance not compulsory by law, but still necessary for the operation of motorized vehicles in Japan, providing coverage for injuries sustained by a vehicle's occupants (including driver and passengers), third-party bodily injury, as well as property damage protection. See also **Compulsory Insurance (Jibaiseki Hoken)**.

FILING CLAIMS

Please mail Claim Forms and Proof of Claim to:

HealthOne
Nisshin Bldg. 7F, 4-1-12-702 Sakaemachi-dori
Chuo-Ku, Kobe, Hyogo 650-0023