



CULTURAL INSURANCE SERVICES INTERNATIONAL

Medical Evacuation, Repatriation & Security Evacuation

designed for

Virginia Commonwealth University

Business Travel

2022-2023

Policy # CC005724-BL-ENR



Administered by
Cultural Insurance Services International

Underwritten by
Crum & Forster SPC

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MEDICAL



EMERGENCY



SECURITY

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CONTACT INFORMATION

CISI Claims Department (9-5 EST, M-F):

Phone: (800) 303-8120 (toll-free) | (203) 399-5130

Email: claimhelp@mycisi.com

Team Assist (24/7/365) –On Call International:

Phone: (877) 714-8179 | (603) 952-2660

Email: mail@oncallinternational.com

Team Assist Plan (TAP)

The Team Assist Plan is designed by CISI in conjunction with the Assistance Company to provide travelers with a worldwide, 24-hour emergency telephone assistance service. Multilingual help and advice may be furnished for the Insured Person in the event of any emergency during the term of coverage. The Team Assist Plan provides the non-insurance services, and Crum & Forster SPC pays expenses up to the amount shown in the *Schedule of Benefits* for:

- Emergency Medical Evacuation
- Repatriation of Mortal Remains
- Security Evacuation

All services must be arranged through the Assistance Provider.

The TAP Offers These Services

(Non-Insurance Benefits and Services are not provided by Crum & Forster SPC)

MEDICAL ASSISTANCE

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

Medical Monitoring: In the event the Insured is admitted to a foreign hospital, the AP will coordinate communication between the Insured's own doctor and the attending medical

doctor or doctors. The AP will monitor the Insured's progress and update the family or the insurance company accordingly.

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 Insured's medical insurance coverage when necessary to gain admittance to foreign hospitals, and if requested, and approved by the Insured's insurance company, or with adequate credit guarantees as determined by the Insured, provide a guarantee of payment to the treating facility.

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 Insured whose baggage is lost, stolen or delayed while traveling on a common carrier. The AP will advise the Insured 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.

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

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

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

Virginia Commonwealth University
Business Travel
**Medical Evacuation, Repatriation
 & Security Evacuation Plan**
 2022-2023
 Policy # CC005724-BL-ENR

Administered by Cultural Insurance Services International • 1 High Ridge Park • Stamford, CT 06905-1322
This plan is underwritten by Crum & Forster SPC

SCHEDULE OF BENEFITS	
Coverage and Services	Maximum Limits
TRAVEL ASSISTANCE INSURANCE	
Emergency Medical Reunion	(incl. hotel/meals, max \$300/day) \$10,000
EVACUATION AND REPATRIATION INSURANCE	
Emergency Medical Evacuation	\$250,000
Security Evacuation (Comprehensive)	\$250,000 (\$1M Aggregate)
Repatriation of Mortal Remains	\$100,000
NON-INSURANCE SERVICES*	
Team Assist Plan (TAP): 24/7 medical, travel, technical assistance	

**Services are not insurance and are not affiliated with or provided by Crum & Forster SPC.*

Benefits are provided for eligible Insured Persons. Terms and conditions are briefly outlined in this summary of coverage. This plan contains both insurance and non-insurance benefits. Complete provisions pertaining to the insurance portion of the plan are contained in the policy. In the event of any conflict between this summary of coverage and the policy, the policy will govern. The policy is a short-term limited duration policy renewable only at the option of the insurer. This is a brief description of the important features of your plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in the Plan issued to your school. For a detailed plan description, exclusions, and limitations please view the plan on file with your school. This insurance is not subject to, and will not be administered as a PPACA (Patient Protection and Affordable Care Act) insurance plan. PPACA requires certain US residents and citizens obtain PPACA compliant insurance coverage. This policy is not subject to guaranteed issuance or renewal. PPO Networks are not provided by Crum & Forster SPC.

Eligibility

Eligible Participant: Eligible Participant means: (1) all business travelers, including faculty and staff who are abroad for conferences, meetings, symposiums, or other categories that Virginia Commonwealth University has determined fall outside of the study abroad travel policy, and (2) is temporarily located outside their home country or country of regular domicile as a non-resident alien, and (3) has not applied for permanent residency status, and (4) for whom the required premium has been paid.

Period of Coverage

When an Insured's Coverage Begins: Coverage will become effective for an Eligible Participant on the later of the following dates, but in no event shall coverage commence prior to the effective date of the Master Policy:

1. the effective date of the Policy;
2. the date requested by the Participating Organization.

When an Insured's Coverage Ends: Coverage will terminate for an Insured on the earliest of the following dates:

1. the date the Master Policy terminates;
2. the expiration date of the term of coverage, requested by the Participating Organization, applicable to the Insured;
3. the date the Insured ceases to meet the Eligibility Requirements described above.

Provisions

Benefits are payable under the Policy for Covered Expenses incurred by an Insured Person for the items stated in the *Schedule of Benefit*. All business travelers, including faculty and staff who are abroad for conferences, meetings, symposiums, or other categories that Virginia Commonwealth University has determined fall outside of the study abroad travel policy, and who are temporarily traveling outside of the United States and their Home Country are eligible for coverage. Benefits shall be payable to either the Insured Person or the Service Provider for Covered Expenses incurred Worldwide, except in the United States or their Home Country.

Emergency Medical Reunion Benefit

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

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

Emergency Medical Evacuation Benefit

We will pay Emergency Medical Evacuation Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for the medical evacuation of an Insured Person. Benefits are payable up to the Benefit Maximum shown in the *Schedule of Benefits* if the Insured Person:

1. suffers a Medical Emergency during the course of the Trip;
2. requires Emergency Medical Evacuation; and
3. is traveling outside of his or her Home Country or country of Permanent Residence.

Covered Expenses include:

Medical Transport Expenses for transportation under medical supervision to a different hospital, treatment facility or to the Insured Person's Home Country or Permanent Residence for Medically Necessary treatment in the event of the Insured Person's Medical Emergency and upon the request of the Doctor designated by Our assistance provider in consultation with the local attending Doctor.

Dispatch of a Doctor or Specialist the Doctor's or specialist's travel expenses and the medical services provided on location, if, based on the information available, an Insured Person's condition cannot be adequately assessed to evaluate the need for transport or evacuation and a doctor or specialist is dispatched by Our service provider to the Insured Person's location to make the assessment.

Return of Minor Dependent Child(ren) Expenses to return each minor Dependent child who is under age 18 to his or her principal residence if:

- a) the Insured Person is age 18 or older; and
- b) the Insured Person is the only person traveling with the minor Dependent child(ren); and
- c) the Insured Person suffers a Medical Emergency and must be confined in a Hospital.

Escort Services Expenses for an Immediate Family Member, or companion who is traveling with the Insured Person, to join the Insured Person during the Insured Person's emergency medical evacuation to a different hospital, treatment facility or the Insured Person's Home Country or Permanent Residence.

Transportation After Stabilization If We have evacuated the Insured Person to a medical facility due to an emergency Medical Evacuation, We will pay the Covered Person's transportation costs to:

- a) his or her Home Country, or
- b) his or her Host Country, or
- c) to join the group if they have moved onward to a different location.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

Benefits for these Covered Expenses will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Insured Person's Medical Emergency requires an Emergency Medical Evacuation;
2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

Security Evacuation (Comprehensive) Benefit

We will pay Security Evacuation Expense Benefits to the Insured Person, if:

1. an Occurrence takes place during the Covered Activity described in the Policy and his or her Term of Coverage; and
2. while he or she is traveling outside of his or her Home Country or country of Permanent Residence.

Benefits will be subject to the Benefit Maximum shown in the *Schedule of Benefits*.

Benefits will be paid for:

- the Insured Person's Transportation and Related Costs to the Nearest Place of Safety, necessary to ensure his or her safety and well-being as determined by the Designated Security Consultant. Security Evacuation Benefits are payable only once for any one Occurrence.
- the Insured Person's Transportation and Related Costs within 14 days of the Security Evacuation to either of the following locations as chosen by the Insured Person:
 - a) back to the country in which the Insured Person is traveling during the Covered Activity while covered by the Policy; or
 - b) the Insured Person's Home Country or country of Permanent Residence; or
 - c) where the educational institution that sponsored the Insured Person's Trip is located.
- consulting services by a Designated Security Consultant for seeking information on a Missing Person or kidnapping cases, if the Insured Person is considered kidnapped or a Missing Person by local or international authorities.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. Our assistance provider is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical due to hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured Person until a Security Evacuation occurs.

Exclusions - We will not pay Security Evacuation Expense Benefits for expenses and fees:

- payable under any other provision of the Policy.
- that are recoverable through the Insured Person's employer.
- arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by the Insured Person, acting alone or in collusion with other persons.
- arising from or attributable to an alleged:
 - a) violation of the laws of country in which the Insured Person is traveling while covered under the Policy; or
 - b) violation of the laws of the Insured Person's Home Country or Permanent Residence.
- due to the Insured Person's failure to maintain and possess duly authorized and issued required travel documents and visas.
- for repatriation of remains expenses.

- for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization.
- for medical services.
- for monies payable in the form of a ransom, if a Missing Person case evolves into a kidnapping.
- arising from or attributable, in whole or in part, to:
 - a) a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
 - b) non-compliance by the Insured Person with regard to any obligation specified in a contract or license.
- due to military or political issues if the Insured Person's Security Evacuation request is made more than 30 days after the Appropriate Authority(ies) Advisory was issued.

Right of Recovery

If, after a Security Evacuation is completed, it becomes evident that the Insured Person was an active participant in the events that led to the Occurrence, We have the right to recover all Transportation and Related Costs from the Insured Person.

Changes in Terms and Conditions

The terms and conditions of this Policy may be changed at any time to reflect conditions that, in Our opinion, constitute a change in the Participating Organization's Security Evacuation exposure. We will give at least 31 days advance written notice (or authorized electronic or telephonic means) to the Participating Organization of any change in the terms and condition of this Rider.

Repatriation of Mortal Remains Benefit

We will pay Repatriation of Remains Benefits as shown in the *Schedule of Benefits* for preparation and return of an Insured Person's body to his or her home if he or she dies a while traveling outside of his or her Home Country or Permanent Residence. Covered expenses include:

- expenses for embalming or cremation;
- the least costly coffin or receptacle adequate for transporting the remains;
- transporting the remains, including necessary costs for government authorizations.;
- Escort Services: expenses for an Immediate Family Member or companion who is traveling with the Insured Person to join the Insured Person's body during the repatriation to the Insured Person's place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the Usual and Customary Charges for similar transportation in the locality where the expense is incurred.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

Subrogation

To the extent the Company pays for a loss suffered by an Insured Person, the Company will take over the rights and remedies the Insured Person had relating to the loss. This is known as subrogation. The Insured Person must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured Person's rights, the Insured Person must sign an appropriate subrogation form supplied by the Company.

Definitions

Appropriate Authority(ies) means the government authority(ies) in the Insured Person's Home Country or Permanent Residence or the government authority(ies) of the Host Country.

Company shall be Crum & Forster SPC.

Covered Accident means an event, independent of Sickness or self-inflicted means, which is the direct cause of bodily Injury to an Insured Person.

Covered Expenses means expenses which are for Medically Necessary services, supplies, care, or treatment due to Sickness or Injury, prescribed, performed or ordered by a Doctor, and Reasonable and Customary charges incurred while insured under this Policy, and that do not exceed the maximum limits shown in the *Schedule of Benefits*, under each stated benefit.

Dependent means an Insured Person's lawful spouse or an Insured's unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured's natural child; adopted child, beginning with any waiting period pending finalization of the child's adoption; or a stepchild who resides with the Insured or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

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

Designated Security Consultant means an employee of a security firm under contract with Us or Our assistance provider who is experienced in security and measures necessary to ensure the safety of the Insured Person(s) in his or her care.

Doctor as used in this Policy means a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the jurisdiction where such professional services are performed.

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

Eligible Benefits means benefits payable by Us to reimburse expenses that are for Medically Necessary services, supplies, care, or treatment due to Sickness or Injury, prescribed, performed or ordered by a Doctor, and Reasonable and Customary charges incurred while insured under this Policy; and which do not exceed the maximum limits shown in the *Schedule of Benefits* under each stated benefit.

Emergency means a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within 24 hours.

Evacuation Advisory means a formal recommendation issued by the Appropriate Authorities that the Insured Person or citizens of his or her Home Country or Permanent Residence or citizens of the Host Country leave the Host Country.

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

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

Hospital as used in this Policy means, except as may otherwise be provided, a Hospital (other than an institution for the aged, chronically ill or convalescent, resting or nursing homes) operated pursuant to law for the care and treatment of sick or Injured persons with organized facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision.

Host Country means any country, other than an OFAC excluded country, in which the Insured Person is traveling while covered under the Policy.

Injury wherever used in this Policy means bodily Injury caused solely and directly by violent, accidental, external, and visible means occurring while this Policy is in force and resulting directly and independently of all other causes in a loss covered by this Policy.

Insured Person(s) means a person eligible for coverage under the Policy as defined in "Eligible Persons" who has applied for coverage and is named on the application if any and for whom We have accepted premium.

Medically Necessary or Medical Necessity means services and supplies received while insured that are determined by Us to be: 1) appropriate and necessary for the symptoms, diagnosis, or direct care and treatment of the Insured Person's medical conditions; 2) within the standards the organized medical community deems good medical practice for the Insured Person's condition; 3) not primarily for the convenience of the Insured Person, the Insured Person's Doctor or another service provider or person; 4) not experimental/investigational or unproven, as recognized by the organized medical community, or which are used for any type of research program or protocol; and 5) not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate treatment.

Missing Person means an Insured Person who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

Natural Disaster means storm (wind, rain, snow, sleet, hail, lightning, dust or sand) earthquake, flood, volcanic eruption, wildfire or other similar event that: 1) is due to natural causes; and 2) results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government in which the Insured Person's Trip occurs and the area is deemed to be uninhabitable or dangerous.

Nearest Place of Safety means a location determined by the Designated Security Consultant where: 1) the Insured Person can be assumed safe from the Occurrence that precipitated the Insured Person's Security Evacuation; and 2) the Insured Person has access to Transportation; and 3) the Insured Person has the availability of temporary lodging, if needed.

Occurrence means any of the following situations involving an Insured Person: 1) expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country; 2) political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured Person's Home Country or Permanent Residence or citizens of the Host Country should leave the Host Country; 3) Natural Disaster within seven days of an event; 4) deliberate physical harm of the Insured Person confirmed by documentation or physical evidence or a threat against the Insured Person's health and safety as confirmed by documentation and/or physical evidence; 5) the Insured Person had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within seven days of his or her being found.

Permanent Residence or **Country of Residence** means the country where an Insured Person has his or her true, fixed and permanent home and principal establishment, and to which he or she has the intention of returning.

Reasonable and Customary means the maximum amount that We determine is Reasonable and Customary for Covered Expenses the Insured Person receives, up to but not to exceed charges actually billed. Our determination considers: 1) amounts charged by other service providers for the same or similar service in the locality where received, considering the nature and severity of the bodily Injury or Sickness in connection with which such services and supplies are received; 2) any usual medical circumstances requiring additional time, skill or experience; and 3) other factors We determine are relevant, including but not limited to, a resource based relative value scale.

Related Costs means food, lodging and, if necessary, physical protection for the Insured Person during the Transport to the Nearest Place of Safety.

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

Security Evacuation means the extrication of an Insured Person from the Host Country due to an Occurrence which could result in grave physical harm or death to the Insured Person.

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

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

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

Transport or **Transportation** means the most efficient and available method of conveyance. Where practical, economy fare will be utilized. If possible, the Insured Person's common carrier tickets will be used.

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

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

DISCLOSURES

Privacy Statement: We know that your privacy is important to you and we strive to protect the confidentiality of your non-public personal information. We do not disclose any non-public personal information about our insureds or former insureds to anyone, except as permitted or required by law. We maintain appropriate physical, electronic and procedural safeguards to ensure the security of your non-public personal information. You may obtain a detailed copy of our privacy policy by calling us 1-800-303-8120 or by visiting us at https://www.culturalinsurance.com/cisi_privacy.asp.

Complaints: In the event that you remain dissatisfied and wish to make a complaint you can do so to the Complaints team https://www.culturalinsurance.com/cisi_privacy.asp#CONTACT

Data Protection: Please note that sensitive health and other information that you provide may be used by us, our representatives, the insurers and industry governing bodies and regulators to process your insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited, or no data protection laws). We have taken steps to ensure your information is held securely. Where sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use as set

out above. Information we hold will not be shared with third parties for marketing purposes. You have the right to access your personal records.

By purchasing this insurance provided by Crum & Forster SPC, you become a member of the ITA Global Trust, LTD.

Note: 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 the policy meets any obligations you may have under PPACA.