



INSURANCE COVERAGE FOR COMPLICATIONS OF PREGNANCY FOR SURROGATES

IMPORTANT: This brochure provides only a brief summary of the Program available under Policy series S30714ASIC. The Program provides insurance for covered accidents incurred while Insureds are participating in Covered Activities.



Insurance underwritten by:

AIG Specialty Insurance Company

with its principal place of business in New York, NY ("the Company")

This brochure is valid in all states EXCEPT AK, AL, AR, AZ, DE, IA, MA, MD, ME, MN, MO, MT, NC, ND, NE, NH, NJ, NM, NY, OH, OR, RI, SC, SD, VT and WV.



Insurance coverage for Surrogates who experience Complications of Pregnancy.

Eligibility

Description of Class

Class 1 - All clients of the Policyholder who have entered into a legal contract with a Class 2 woman for surrogacy services arranged through the Policyholder.

Class 2 - A qualified woman between the ages of 21-39 who becomes pregnant by artificial insemination or surgical implantation of a fertilized egg for the purpose of carrying the fetus to term for the Class 1 Insured.

When Are They Covered (“Covered Activities”)?

Acting as a surrogate to carry the fetus of the Insured -
Complications of Pregnancy Only.

An additional amount of Accidental Death and Dismemberment may be purchased in increments of \$100,000 up to \$400,000. The cost for each additional \$100,000 purchased is \$60 per surrogacy and is due and payable in conjunction with the \$9,200 per surrogacy payment.

Premium Costs

\$9,200 per surrogacy (plus applicable tax and fees).

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Additional Amount	Additional Cost
\$100,000	\$60
\$200,000	\$120
\$300,000	\$180
\$400,000	\$240

Insured’s Effective and Termination Dates

An Insured’s coverage under the policy begins on the latest of: 1) the policy effective date; 2) the date for which the first premium for the Insured’s coverage is paid; 3) the date the person becomes a member of an eligible class of persons as described in the Eligibility section; or 4) the date written enrollment is received by the Policyholder. An Insured’s coverage under the policy ends on the earliest of: 1) the date the policy is terminated; 2) the premium due date if premiums are not paid when due; 3) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Eligibility section; 4) the date the Insured cancels the insurance; 5) the date the Covered Activity terminates; or 6) the date the covered charges exceed the Maximum Amount per insurance term. Termination of coverage will not affect a claim for a covered loss that occurred while the Insured’s coverage was in force under the policy.

Benefits and Coverage Limits

Accidental Death

If Injury results in the death of the Insured within 365 days of the date of the accident causing the Injury, the Policy will pay 100 percent of the Accidental Death Benefit Maximum Amount.

Accidental Dismemberment Benefit

If Injury to an Insured results in any one of the Losses specified below, directly and independently of all other causes, within 365 days of the date of the accident causing the Injury, the Policy will pay the percentage of the Accidental Dismemberment Maximum Amount specified for that Loss.

Loss of	Percentage
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Hand and the Sight in One Eye	100%
One Foot and the Sight in One Eye	100%
Sight in Both Eyes	100%
Speech and Hearing in Both Ears	100%
Sight in One Eye	50%
One Hand or One Foot	50%
Speech or Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

In the event an Insured suffers more than one Loss as a result of the same accident, only one amount, the largest, shall be paid, subject to the Maximum Amount under the Plan selected.

Complications of Pregnancy Benefit

If a Covered Person suffers a Covered Complication of Pregnancy, other than a Non-elective Cesarean Section, while participating in a Covered Activity that requires her to be treated by a Physician while confined in a Hospital as an Inpatient, the Company will pay the Usual and Customary Charges incurred for Medically Necessary treatment of Covered Complications of Pregnancy, up to the specific Maximum Amounts.

In-Hospital/Out-of-Hospital Bed Rest Disability Benefit

If a Covered Person suffers a Covered Complication of Pregnancy while participating in a Covered Activity that requires her to be confined in a Hospital as an Inpatient or requires her to be confined to bed rest out of Hospital, the Company will pay a benefit after 1 day of confinement due to that Covered Complication retroactive to the first Day of Confinement.

The amount of the benefit per week is: if the Covered Person is employed, the greater of: 1) the applicable Weekly Minimum Amount shown for the Weekly Bed Rest Disability Benefit in the Benefit Schedule; or 2) 50% of Weekly Earnings, up to the Weekly Maximum Amount; or if the Covered Person is not employed, the applicable Weekly Minimum Amount shown for the Weekly Bed Rest Disability Benefit.

Post-Partum Depression Benefit

If the Covered Person's coverage terminates solely due to: (a) the termination of a Covered Activity or; (b) the birth of a child, a Post-Partum Benefit will be provided for 2 months from the date of termination for the Usual and Customary Charges incurred for Medically Necessary treatment of post-partum depression resulting solely from that Covered Activity. This benefit is payable only for such Covered Charges incurred after the applicable Deductible, as shown on the Benefit Schedule, has been met, subject to the Post-Partum Depression Benefit Maximum Amount which also accumulates to the Maximum Amount for the Complications of Pregnancy Benefit. Coverage provided under this benefit is subject to all other terms and limitations of the policy.

Limitation on Multiple Benefits

If an Insured suffers one or more losses from the same accident for which amounts are payable under the Accidental Death Benefit and Accidental Dismemberment Benefit, the maximum amount payable under all these Benefits combined will not exceed the amount payable for the largest of these losses.

Maximum Benefit Amounts

Accidental Death	\$100,000 of Accidental Death for Complications of Pregnancy only coverage for the Surrogate. Up to \$400,000 in optional additional Accidental Death benefits can be purchased in increments of \$100,000.
Accidental Dismemberment	\$100,000 for Complications of Pregnancy only coverage for the Surrogate. Up to \$400,000 in optional Accidental Dismemberment benefits can be purchased in increments of \$100,000
Complications of Pregnancy Benefit	\$1,000,000 for the Surrogate (Maximum Amount per Insurance Term)
Deductible for Medically Necessary Non-Elective Cesarean	\$10,000
Benefit Maximum for Hospital Room and Board	\$1,200 per day, up to 30 days
Benefit Maximum for Air Ambulance	\$5,000
Benefit Maximum for Post-Partum Depression	\$10,000
Deductible for Post-Partum Depression	\$1,000
In-Hospital/Out-of-Hospital Weekly Bed Rest Disability Benefit	Weekly Minimum Amount: \$250 Weekly Maximum Amount: \$2,000 Up to 26 weeks

Policy Exclusions

(Exclusions may vary depending on the state of issue. State specific variations will be contained in the issued policy.)

The Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury.
2. sickness, disease or infections of any kind (except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning, except to the extent provided by the Policy.
3. the Covered's commission of or attempt to commit a felony.
4. declared or undeclared war, or any act of declared or undeclared war.
5. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
6. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Covered Person is: (a) riding as a passenger in any aircraft not licensed for the transportation of passengers for hire; (b) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
7. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.
8. the Covered Person being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.

No coverage shall be provided under the Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks and services:

1. Routine exams for pregnancy screening and testing.
2. Routine physical examination and related medical services.
3. Post-partum depression, except as specifically provided in the Policy.
4. Rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (if, in the Company's sole judgment, Complication of Pregnancy benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Complications of Pregnancy in lieu of such rental expense). Durable Medical Equipment refers to equipment of a type that is designed primarily for use, and used primarily, by people who are sick or injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).
5. Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals while confined in a Hospital or for items taken away or home from the Hospital, except Durable Medical Equipment.
6. Mental or emotional disorders or psychological complications.
7. Alcohol or Substance abuse.
8. Pre-existing conditions.
9. Elective abortion.
10. Elective or cosmetic surgery.

11. Any condition for which the Covered Person is entitled to benefits under any mandatory no-fault automobile insurance.
12. Charges that are payable under automobile medical benefits.
13. The cost of actual procedures relating to the testing, harvesting, and implantation of human eggs (oocytes).
14. Care, treatment, or services provided to a Covered Person by an Immediate Family Member of the Insured or the Covered Person.
15. Experimental or Investigative treatment or procedures.
16. Diagnostic tests or treatment, except due to a Complication of Pregnancy.
17. Care, treatment or services provided by persons retained or employed by the Policyholder; or for supplies, prescriptions or medicines paid for or reimbursable for the Policyholder, or for which a charge is not made.
18. Normal pregnancy or child birth.
19. Mountaineering, rappelling, horsemanship, rafting, sky-diving, bungee cord jumping, riding or driving in any kind of race, willful exposure to risk (other than in an attempt to save human life), any hazardous pursuit or occupation or flying except while flying as a passenger in a fully-licensed multi-engine passenger-carrying aircraft.
20. Treatment for a newborn child.
21. Sexually transmitted diseases, including, but not limited to: herpes, gonorrhea, syphilis, cytomegalovirus, or any disability attributable, directly or indirectly, to Human Immunodeficiency Virus (HIV), and/or related illness including Acquired Immune Deficiency Syndromes (AIDS), or any mutant derivative thereof.
22. Non-prescription drugs which include, but are not limited to: vitamins, tonic, nutritional supplements, biochemical or herbal remedies.
23. Treatment for in vitro fertilization, infertility, fertility studies, sexual transformation, sexual dysfunction.
24. Any expenses, services or treatment for any form of food supplement or augmentation (unless Medically Necessary), or for any exercise program for weight control, whether for obesity or any other diagnosis and whether by diet, injection of any fluid, or use of any medications or surgery of any kind.
25. Any loss incurred while outside the United States, its Territories or Canada.
26. The Covered Person riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.
27. Any action that may pose a health risk to the fetus, including smoking cigarettes or remaining in the presence of secondhand smoke for extended periods of time.
28. Engaging in high-impact sports or any other similar activities that may pose a health risk to the fetus.
29. Handling or changing cat litter.
30. Undergoing x-rays (except on an emergency basis) or chiropractic treatment without the prior written approval of a Physician.
31. Obtaining any permanent body tattooing or piercing any part of the Covered Person's body.
32. Using any illegal drugs or non-prescription medications or prescribed medications without the prior written consent of a Physician.
33. Not avoiding out-of-state travel during the final trimester of pregnancy.
34. Engaging in sexual intercourse without the approval of a Physician.

Definitions

(Definitions may vary depending on the state of issue. State specific variations will be contained in the issued policy.)

Covered Complications of Pregnancy (Covered Complications)

means conditions when the pregnancy is not terminated whose diagnoses are distinct from but adversely affected by pregnancy or caused by pregnancy, including:

- a) acute nephritis;
- b) nephrosis;
- c) cardiac decompensation;
- d) missed abortion;
- e) placenta previa – the placenta grows in the lowest part of the womb (uterus) and covers all or part of the cervix;
- f) placenta abruption – the placenta detaches from the uterine wall;
- g) preeclampsia – high blood pressure and protein in the urine that develops after the 20th week of pregnancy;
- h) ectopic pregnancy – the fertilized egg implants outside of the uterus, usually in the fallopian tube;
- i) preterm labor – early labor that can cause the fetus to be born before viability;
- j) amniotic fluid disorders:
 - 1. oligohydramnios – too little amniotic fluid defined as having less than 200 ml of amniotic fluid at term or an Amniotic Fluid Index of less than 5 cm;
 - 2. polyhydramnios – too much amniotic fluid defined as having 2000 ml or greater of amniotic fluid at term;
- k) hyperemesis gravidarum – severe nausea that can cause malnourishment and dehydration;
- l) incompetent cervix – a cervix that is too weak to stay closed during a pregnancy;
- m) HELLP syndrome:
 - 1. hemolysis - red blood cells break down;
 - 2. elevated liver enzymes – causes damage to liver cells resulting in changes in liver function;
 - 3. low platelets – platelet (cell that promotes blood clotting) count that is below 100,000 in pregnancy;HELLP syndrome can result in: disseminated intravascular coagulation (DIC) - process in which the blood starts to coagulate throughout the whole body; placental abruption; pulmonary edema (fluid buildup in the lungs);

- n) hypertension (high blood pressure);
- o) gestational diabetes;
- p) infection;
- q) eclampsia; and
- r) similar medical and surgical conditions of comparable severity.

Covered Complications of Pregnancy also include: Non-elective Caesarean Section; ectopic pregnancy which is terminated; and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Covered Complications of Pregnancy do not include false labor, occasional spotting, morning sickness, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

Injury means bodily injury caused by an accident that: 1) occurs while the Policy is in force as to the person whose injury is the basis of claim; 2) occurs while such person is participating in a Covered Activity; and 3) results directly and independently of all other causes in a covered loss.

Covered Person means a person: 1) who is a member of Class 2 described in the Eligibility section; 2) on file with the Company; 3) for whom premium has been paid; and (4) while such person's coverage under the Policy is in force.

Loss means, with reference to hand or foot, complete severance through or above the wrist or ankle joint; with reference to sight in an eye, total and irrecoverable loss of sight; with reference to hearing in an ear, total and irrevocable loss of ability to hear in that ear; with reference to speech, total and irrevocable loss of ability to speak; with reference to thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits.



Surrogacy Coverage

Effective Date: _____

PROPOSED POLICYHOLDER INFORMATION

Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

Website: _____ Nature of Business: _____

PREVIOUS INSURANCE

If no prior coverage, check here ☐

Name of present carrier (attach a copy of current contract, if available) _____

Premium/Loss History: Please attach detailed premium and loss runs. Provide at least five years history. If Premium and loss runs are not available, complete the chart below.

Term	Earned Premium	Incurred Losses	Number of Losses

PREMIUMS

\$9,200 per surrogacy (plus applicable tax and fees.).

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Additional Accidental Death and Dismemberment Benefit Amount Cost (plus applicable tax and fees):

- ☐ \$100,000 \$60
- ☐ \$200,000 \$120
- ☐ \$300,000 \$180
- ☐ \$400,000 \$240

PRODUCER INFORMATION

Brown & Brown - Houston

Fertility Insurance Program
Brown & Brown Insurance Services, Inc.

Toll-Free Telephone:

800-833-0188

Fax:

281-260-3065

Email:

Houstonfertility@bbrown.com

Web:

bbrown.com

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For more information and complete details, please contact:

Brown & Brown - Houston

Fertility Insurance Program

Brown & Brown Insurance Services, Inc.

Toll-Free Telephone:

800-833-0188

Fax:

281-260-3065

Email:

houstonfertility@bbrown.com

Web:

www.bbrown.com

Terms capitalized in this document are defined terms in this brochure or in the policy.

IMPORTANT: This program provides accident insurance only. It does not provide basic hospital, basic medical, or comprehensive/major medical coverage, and does not satisfy the “minimum essential coverage” requirements of the Patient Protection and Affordable Care Act.

This brochure provides only brief descriptions of the coverages available under Policy Series S30714ASIC. The issued Policy will contain reductions, limitations, exclusions, definitions and termination provisions. Full details of the coverage will be contained in the issued Policy. If there are any conflicts between this brochure and the issued Policy, the Policy shall govern in all cases. Insurance is underwritten by AIG Specialty Insurance Company. Certain coverages may not be available in some states. AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. For additional information, please visit our website at <http://www.aig.com>. Products and services are written or provided by subsidiaries or affiliates of American International Group, Inc. Not all products and services are available in every jurisdiction, and insurance coverage is governed by actual policy language. Certain products and services may be provided by independent third parties. Insurance products may be distributed through affiliated or unaffiliated entities. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

