

Description of Benefits for INF – Elite Plan

Summary of Benefits

You are a Covered Person and eligible for coverage under the plan, if you are in the eligible class defined below. For benefits to be payable the Policy must be in force, the required premium must be paid and you must be engaging in one of the Covered Activities described below.

Classes of Eligible Persons:

All non-US resident plan members ages 70 to 99 of the Policyholder who are traveling outside of their Home Country.

Your Dependents (lawful spouse and unmarried children, subject to Dependent age limits in the state where the Policy is issued) are also covered, if they are traveling with you and you have elected and paid for Dependent coverage.

Benefit Schedule:

Medical Expense Benefits	Elite Plan	
	In-Network	Out-of-Network
Total Maximum for all Accident or Sickness Expense Benefits:	\$75,000	
	*Maximums are per Injury/Sickness basis	
Pre-existing Conditions:	\$20,000 Maximum Benefit; subject to a \$1,500 Deductible	
Deductible:	Deductible per Injury/Sickness Options: \$100, \$250, \$500, \$1,000, \$2,500, or \$5,000	
Co-insurance Rate:	In-Network: 80% or 90% of the Preferred Allowance	Out-of-Network: 60% or 70% of Usual, Reasonable & Customary (URC) Charges
Urgent Care Visits	Covered with \$25 copay	Covered with \$50 copay
Physiotherapy	\$50 per visit up to a maximum of \$500	
Incurral Period:	90 days after the date of Injury/Sickness	
Maximum Benefit Period:	The earlier of the date the Covered Person's Trip ends, or 364 days from the date of a Covered Accident or Sickness	
Maximum Period of Coverage:	364 days	
Accidental Death and Dismemberment Benefit:	\$25,000	
Trip Interruption Benefit	\$1,000	
Emergency Medical Evacuation Benefit:	Up to \$25,000	
Repatriation of Remains Benefit:	Up to \$20,000	

Definitions

“Covered Accident” means an accident that occurs while coverage is in force for a Covered Person and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable. You must provide notification of a claim within 90 days of an Accident or Loss. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify you, the Participating Organization, and the Policy Number. **“Covered Expenses”** means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by the Policy. Coverage under the Policyholder’s Policy must remain continuously in force from the date of the Covered Accident or Sickness until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained. **“Deductible”** means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Covered Person per Covered Accident or Sickness basis before Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy. **“Dependent”** means an Insured’s lawful spouse or an Insured’s unmarried child, from the moment of birth to age 19, 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. **“Home Country”** means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one Country, his or her Home Country will be the country that he or she has declared to Us in writing as his or her Home Country. Home Country also includes the Covered Person’s Country of Permanent Assignment or Country of Permanent Residence. **“Injury”** means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent, and accidental means. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury. **“Insured”** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person. **“Medical Emergency”** means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy. **“Medically Necessary”** means a treatment, service, or supply that is: 1) required to treat an Injury or Sickness; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eyeglass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not

Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. **“Participating Organization”** means any organization which elects to offer coverage by completing a Participation Agreement and that has been approved by the Company to sponsor coverage under the Policy. **“Participation Agreement”** means the agreement completed by a Participating Organization for insurance under the Master Policy. **“Pre-existing Condition”** means an illness, disease, or other condition of the Covered Person that in the 12-month period before the Covered Person’s coverage became effective under the Policy: 1) first manifested itself, worsened, became acute, or exhibited symptoms that would have caused a person to seek diagnosis, care, or treatment; or 2) required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or 3) was treated by a Doctor or treatment had been recommended by a Doctor. **“Sickness”** means an illness, disease, or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness. **“Trip”** means Policyholder sponsored travel by air, land, or sea from the Covered Person’s Home Country. It includes the period of time from the start of the trip until its end provided the Covered Person is engaged in a Covered Activity or Personal Deviation if covered under the Policy. **“Usual and Customary Charge”** means the average amount charged by most providers for treatment, service, or supplies in the geographic area where the treatment, service, or supply is provided. **“We,” “Our,” “Us”** means the insurance company underwriting this insurance or its authorized agent. **“You, Your, Yours”** means the Insured

Eligibility for Insurance

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she becomes eligible, if later. We maintain the right to investigate eligibility status to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

Effective Date of Insurance

An Eligible Person will be insured on the later of Policy Effective Date or the date he or she is eligible.

Period of Coverage

You will be insured on the later of the Policy Effective Date or the date that you become eligible. Your coverage will end on the earliest of the date:

- 1) the Policy terminates;
- 2) you return to your Home Country;
- 3) the scheduled Trip return date;
- 4) you are no longer eligible; or
- 5) the period ends for which the required premium is paid.

Dependents coverage will end on the earliest of the date:

- 1) he or she is no longer a Dependent;
- 2) your coverage ends; or
- 3) the period ends for which the required premium is paid.

Covered Activities

We will pay the benefits described in this Policy only if You suffer a loss or incur a Covered Expense as the direct result of a Covered Accident or Sickness while traveling:

- 1) in the United States, Canada, Mexico and outside of his or her Home Country; and
- 2) up to 364 days.

This coverage will start on the actual start of the Trip. It does not matter whether the Trip starts at Your home, place of work, or other place.

You may elect from the plan options set forth above. Maximum Benefit Amounts and where applicable Deductibles will be based on these elections. Benefits are payable based on the options elected provided the required premium is paid. Should there be a conflict between the option elected and the actual premium paid, benefits will be payable according to the plan of insurance that would have been purchased for the amount of premium paid.

Description of Benefits

Medical Expense Benefits

We will pay for Covered Expenses that result directly from a Covered Accident or Sickness. These benefits are only payable the earlier of the date your Trip ends, or 364 from the date of a Covered Accident or Sickness provided the first Covered Expense was incurred within 90 days after the date of Covered Accident or Sickness. The Maximum Benefit for all Accident and Sickness benefits for you are shown in the Schedule above, subject to the Deductible. The Maximum Benefit for Pre-Existing Conditions is shown in the Schedule above and is subject to the Pre-Existing Condition Deductible. Other limitations, if any, may apply as shown in the Policy.

Medical Expense Benefits are only payable:

- 1) for Usual and Customary Charges incurred after the Deductible, if any, has been met;
- 2) for those Medically Necessary Covered Expenses that you incur;
- 3) for charges incurred for services rendered to you while on a covered Trip; and
- 4) provided the first charge is incurred within 90 days after the date of the Covered Accident or Sickness.

Covered Medical Expenses

- Hospital semi-private room and board (or room and board in an intensive care unit);
- Hospital ancillary services (including, but not limited to, use of the operating room or emergency room) to a maximum of \$30,000
- Doctor Non-Surgical Treatment/Examination Expenses (excluding medicines) including the Doctor's initial visit, each Medically Necessary follow-up visit and consultation visits when referred by the attending Doctor
- Doctor's Surgical Expenses (as shown in the Benefits Schedule). If an Injury or Sickness requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session but through different incisions, We will pay as shown in the Benefits Schedule for the most expensive procedure and 50% of Covered Expenses for the additional surgeries

- Assistant Surgeon Expenses when Medically Necessary
- Services of a Doctor or a registered nurse (R.N.)
- Ambulance service to or from a Hospital
- Outpatient diagnostic X-rays, laboratory procedures and tests
- Laboratory tests
- Radiological procedures
- Anesthetics and their administration
- Blood, blood products, artificial blood products, and the transfusion thereof
- Inpatient Physiotherapy;
- Expenses include treatment and office visits connected with such treatment when prescribed or performed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy.
- Medicines or drugs administered by a Doctor or that can be obtained only with a Doctor's written prescription
- Dental charges for Injury to sound, natural teeth
- Emergency medical treatment of pregnancy
- Therapeutic termination of pregnancy
- Artificial limbs or eyes (not including replacement of these items)
- Casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces)
- Oxygen or rental equipment for administration of oxygen
- Rental of a wheelchair or hospital-type bed
- Rental of mechanical equipment for treatment of respiratory paralysis
- Pre-admission testing
- Outpatient injections when administered in a Doctor's office
- Consultation visits

Trip Interruption Benefit

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of expenses related to the return travel to your Home Country which must be organized by Our assistance provider.

Trip Interruption must be due to a Covered Accident or Sickness to you while you are on your Trip or the death of an Immediate Family Member.

Emergency Medical Evacuation Benefit

We will pay Emergency Medical Evacuation benefits up to the Benefit maximum shown in the Benefits Schedule above for Covered Expenses incurred for your medical evacuation if you:

- 1) suffer a Medical Emergency during the course of the Trip;
- 2) require Emergency Medical Evacuation; and
- 3) are traveling on a covered Trip.

Covered Expenses:

- 1) Medical Transport: expenses for transportation under medical supervision to a different hospital, treatment facility or to your place of residence for Medically Necessary treatment in the event of your Medical Emergency and upon the request of the Doctor designated by Our assistance provider in consultation with the local attending Doctor.
- 2) 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, your 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 your location to make the assessment.

- 3) Return of Dependent Child (ren): expenses to return each Dependent child who is under age 18 to his or her principal residence if a) you are age 18 or older; and b) you are the only person traveling with the minor Dependent child(ren); and c) you suffer a Medical Emergency and must be confined in a Hospital.
- 4) Escort Services: expenses for an Immediate Family Member or companion who is traveling with you to join you during your emergency medical evacuation to a different hospital, treatment facility, or your place of residence.

“Immediate Family Member” means your spouse, child, brother, sister, parent, grandparent, or in-law.

Benefits for these Covered Expenses will not be payable unless:

- 1) the Doctor ordering the Emergency Medical Evacuation certifies the severity of your 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.

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. In the event you refuse to be medically evacuated, we will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

Repatriation of Remains Benefit

We will pay Repatriation Benefits as shown in the Benefits Schedule above for preparation and return of your body to your home if you die as a result of a Medical Emergency while traveling on a covered Trip. Covered expenses include:

- 1) expenses for embalming or cremation;
- 2) the least costly coffin or receptacle adequate for transporting the remains;
- 3) transporting the remains; and
- 4) Escort Services: expenses for an Immediate Family Member or companion who is traveling with you to join your body during the repatriation to your 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.

Accidental Death and Dismemberment Benefits

We will pay up to the Principal Sum of \$25,000, if Injury to You results within 365 days, in any one of the losses shown below, We will pay the Benefit Amount shown below for that loss. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Schedule of Covered Losses

Covered Loss	Benefit Amount
Life.....	100% of the Principal Sum
Two or more Members.....	100% of the Principal Sum
One Member.....	50% of the Principal Sum

“Member” means Loss of Hand or Foot, and Loss of Sight. “Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint. “Loss of Sight” means the total, permanent Loss of Sight of one eye. “Severance” means the complete separation and dismemberment of the part from the body.

Aggregate Limit - We will not pay more than \$125,000 for all Accidental Death & Dismemberment losses per Covered Accident. If, in the absence of this provision, We would pay more than this amount for all losses under the policy, then the benefits payable to each person with a valid claim will be reduced proportionately.

Full Excess Benefits - We pay Covered Expenses: 1) after you satisfy any Deductible; and 2) only when they are in excess of amounts paid by any other Health Care Plan. We pay benefits without regard to any Coordination of Benefits provisions in any other Health Care Plan.

“Health Care Plan” means a policy or other benefit or service arrangement for medical or dental care or treatment under:

- 1) group or blanket coverage, whether on an insured or self-funded basis;
- 2) hospital or medical service organizations on a group basis;
- 3) Health Maintenance Organizations on a group basis;
- 4) group labor-management plans;
- 5) employee benefit organization plans;
- 6) association plans on a group or franchise basis; or
- 7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended.

Exclusions and Limitations

We will not pay benefits for any loss or Injury that is caused by or results from:

- intentionally self-inflicted injury; suicide or attempted suicide.
- war or any act of war, whether declared or not.
- a Covered Accident that occurs while you are on active duty service in the military, naval or air force of any country or international organization. Upon receipt of proof of service, we will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- piloting or serving as a crewmember in any aircraft (unless otherwise provided in the Policy).
- riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline
- commission of, or attempt to commit, a felony.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental

external cut or wound or accidental ingestion of contaminated food (Applicable to accident benefits only).

- you being legally intoxicated as determined according to the laws of the jurisdiction in which the Injury occurred.
- commission of or active participation in a riot or insurrection.

In addition, We will not pay Medical Expense Benefits for any loss, treatment, or services resulting from:

- routine physicals and care of any kind.
- routine dental care and treatment.
- cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
- eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses, contact lenses, and hearing aids.
- services, supplies, or treatment including any period of Hospital confinement which is not recommended, approved, and certified as Medically Necessary and reasonable by a Doctor, or expenses which are non-medical in nature.
- treatment or service provided by a private duty nurse.
- treatment by any Immediate Family Member or member of the your household. "Immediate Family Member" means your spouse, child, brother, sister, parent, grandparent, or in-laws.
- expenses incurred during travel for purposes of seeking medical care or treatment, or for any other travel that is not in the course of the Policyholder's activity (unless Personal Deviations are specifically covered).
- medical expenses for which you would not be responsible to pay for in the absence of the Policy. Expenses incurred for services provided by any government Hospital or agency, or government sponsored-plan for which, and to the extent that, you are eligible for reimbursement.
- any treatment provided under any mandatory government program or facility set up for treatment without cost to any individual.
- custodial care
- services or expenses incurred in your Home Country.
- elective treatment, exams or surgery; elective termination of pregnancy.
- expenses for services, treatment or surgery deemed to be experimental and which are not recognized and generally accepted medical practices in the United States.
- expenses payable by any automobile insurance policy without regard to fault.
- organ or tissue transplants and related services.
- Any expense paid or payable by any other valid and collectible group insurance plan.
- Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation, whether United States federal or foreign law.
- Injury sustained while participating in club, intramural, intercollegiate, interscholastic, professional or semi-professional sports.
- expenses incurred for services related to the diagnostic treatment of infertility or other problems related to the inability to conceive a child, including but not limited to, fertility testing and in-vitro fertilization.
- expenses incurred in connection with weak, strained or flat feet, corns, calluses or toenails.
- expenses incurred for birth control including surgical procedures and devices.

- birth defects and congenital anomalies, or complications which arise from such conditions.
- sexually transmitted diseases or immune deficiency disorders and related conditions. This exclusion does not apply to the care or treatment of Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or Human Immunodeficiency Virus (HIV) infection, or any illness or disease arising from these medical conditions.
- group or blanket coverage, whether on an insured or self-funded basis;
- Pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.
- Mental and nervous disorders.
- expenses incurred for any condition directly or indirectly related to or caused by cancer, dialysis, on-going and preventive care
- expenses incurred for cataract surgeries, eye sickness or treatments
- Pre-existing Conditions, unless otherwise provided in the Policy

If We determine the benefits paid under the Policy are eligible benefits under any other benefit plan, We may seek to recover any expenses covered by another plan to the extent that you are eligible for reimbursement.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

You must provide notification of a claim within 90 days of an Accident or Loss. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify you, the Participating Organization, and the Policy Number.

Insurer:

Underwritten by Crum & Forster SPC, a member of the Crum & Forster Group of Companies with an A.M. Best rated A.

Contact Information: For customer service, eligibility verification, plan information, or to file a claim, contact:

Robin Assist, 45 East Lincoln Street, Columbus, OH 43215. Phone number: 1-888-207-1694; or email: Claims@robinassist.com. A claim form may also be found at: www.infplans.com/claims or in the MyINFPlans portal.

Important Notice Regarding This Insurance: *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.*

Subscription Agreement: *I hereby apply to be a plan participant of Fairmont Specialty Trust (the "trust") and to participate in the insurance coverage extended by certain underwriters at Crum & Forster SPC ("the insurers") to plan participants under the trust (the "coverage"). I understand that the coverage is not a general health insurance product, but is intended for use in the event of a sudden and unexpected event while traveling outside my home country. I understand that the coverage extended to me will terminate upon my return to my home country unless I qualify for a benefit period or home country coverage. I understand that I may obtain full details of the coverage by requesting a copy of the master policy from the plan manager. I understand that the liability of the Insurers as underwriters of the coverage is as provided in the master policy. By acceptance of coverage and/or submission of any claim for benefits, the plan participant ratifies the authority of the signer to so act and bind the plan participant.*

The plan participant undertakes to make all premium payments as they fall due in respect of the coverage extended to them. The trustee shall not be responsible for the administration of such payments.

If the plan participant fails to make any premium payment due in respect of the coverage extended to them, subject to the discretion of the insurance company, such coverage will lapse.

The plan participant hereby confirms the accuracy of all information validity of all representations and warranties provided to the trustee in connection with its participation in the plan and/or the subscription for the insurance coverage, howsoever provided, including the terms of this subscription agreement, (together "representations & warranties"). The plan participant acknowledges that certain of such information will be relied upon by the Insurers as providers of the coverage and that any inaccuracy therein may result in the invalidity of such coverage as it relates to the plan participant, the loss of coverage and all monies paid in relation thereto. The plan participant hereby undertakes to inform the trustee of any change to any of matter that forms the subject of any of the representation & warranties. The plan participant hereby undertakes to indemnify and hold harmless the trustee against any loss or damage (including attorney's fees) occasioned by any inaccuracy in any representation & warranty or failure to advise the trustee of any change in any matter that forms the subject of any of the representation & warranties. The plan participant agrees that the trustee shall be entitled to rely on and to act in accordance with any written instruction purported to be provided by the plan participant and the plan participant hereby undertakes to indemnify and hold harmless the trustee against any loss or damage (including attorney's fees) occasioned by the trustee acting in accordance with any such instruction.

Payments under the terms of the coverage shall be paid by the insurers to the plan participant or directly to a provider if assignment of benefits has been authorized. The trustee shall not be responsible for the administration of such payments.

I confirm that I have satisfied myself that the coverage is appropriate for me and that I meet the eligibility criteria. 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 United States citizens or United States 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 United States residents or citizens who do not maintain minimum essential coverage, and on certain employers who do not offer PPACA compliant insurance coverage to their employees. In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. You should consult your attorney or tax professional to determine whether this plan meets any obligations you may have under PPACA. This plan is not designed to cover United States residents and citizens. This plan is not subject to guaranteed issuance or renewal.