

# TRANSAMERICA LIFE INSURANCE COMPANY

6400 C Street SW, Cedar Rapids, IA 52499  
Contact us at: PO Box 219, Cedar Rapids, IA 52406-0219  
Telephone: 1-888-763-7474  
Website: www.transamerica.com

## TITLE PAGE (COVER PAGE)

**About Your Insurance** – This Certificate explains the benefits provided under the Group Master Policy (“Policy”) issued to the Policyholder named on the Schedule of Benefits. Please read this Certificate closely. The Policy is a legal contract between the Policyholder and the Company.

Terms important to understanding this Certificate are defined in the Definitions section or in separate Certificate provisions and are capitalized.

**Important Notice** – Benefits are payable only as described in this Certificate for a covered loss that occurs while the Covered Person is insured under the Policy.

The Policy may be amended or terminated as stated in its provisions. Such an action may be taken without the consent of or notice to any Covered Person. Premiums are subject to change.

The benefits for Dependents described in this Certificate, if available under the Policy, are applicable only if you are insured under this Policy, apply for Dependent insurance, receive our approval of such Dependents, and the premium required for each Dependent has been timely received by us.

### NOTICE OF 10 DAY RIGHT TO EXAMINE CERTIFICATE

If you are not satisfied with this Certificate, it may be returned for a full refund of premium and any fees paid. This may be done by delivering or mailing it to us or to the agent who took your Application. This must be done no later than ten days after you receive the Certificate. Immediately upon such delivery or mailing, this Certificate will be deemed void as of the Effective Date, and any premium and fees paid for it will be refunded.

This Certificate is signed for us at our home office to take effect on the same date that insurance becomes effective.



Blake Bostwick  
President



Karyn S.W. Polak  
Secretary

## CERTIFICATE FOR GROUP ACCIDENT-ONLY INSURANCE

### THIS CERTIFICATE PROVIDES LIMITED COVERAGE – READ IT CAREFULLY

**BENEFITS ARE LIMITED TO LOSS DUE TO ACCIDENTS ONLY  
NO BENEFITS ARE PROVIDED FOR LOSS FROM ANY OTHER CAUSE  
PREMIUM RATE SUBJECT TO CHANGE**

**THIS COVERAGE IS OPTIONALLY RENEWABLE AND MAY BE TERMINATED BY THE COMPANY.  
ADVANCE WRITTEN NOTICE WILL BE PROVIDED, SUBJECT TO THE TERMINATION PROVISION.**

**THIS IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If you are eligible for Medicare, review the “Guide to Health Insurance for People with Medicare” that is available from us.**

**See next page for important state notices.**

## TITLE PAGE (CERTIFICATE COVER PAGE) - Continued

### Alabama and Kentucky Residents:

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

### Alaska Residents:

If the Master Policy is issued in a state other than Alaska, Alaska law prevails over conflicting provisions between the out of state policy and the Alaska certificate.

### Arkansas Residents:

You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
1 Commerce Way, Suite 102, Little Rock, AR 72202

### Arizona Residents:

If the Policy is issued in a jurisdiction other than Arizona, this Certificate of Insurance may not provide all benefits and protections provided by law in Arizona. Please read this Certificate carefully.

### Colorado Residents:

THIS IS LIMITED BENEFIT HEALTH COVERAGE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

ALSO, THESE BENEFITS CANNOT BE COORDINATED WITH THE BENEFITS PROVIDED BY OTHER COVERAGE. PLEASE REVIEW THEM CAREFULLY TO AVOID A DUPLICATION OF COVERAGE.

### Connecticut Residents:

**CAUTION! This Policy PROVIDES LIMITED COVERAGE. IT IS NOT A MAJOR MEDICAL POLICY. Read it carefully. It only pays benefits for losses due to an accident only.**

### District of Columbia Residents:

**Limited Benefit, Please Read Carefully.**

**WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

### Florida Residents:

**QUESTIONS OR COMPLAINTS TELEPHONE NUMBER:** If an Insured has any questions concerning the benefits available under this Certificate or needs to express a complaint, they may contact us at our toll-free Customer Service telephone number, 1-888-763-7474.

If the Policy is issued to a jurisdiction other than Florida, the benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

### Indiana Residents:

**Important Notice** - Benefits are payable only as described in this Certificate for Bodily Injuries that occur as the result of an Accident and where expenses are incurred. The Accident must occur while the Covered Person is insured under the Policy.

## TITLE PAGE (COVER PAGE) - Continued

### Maryland Residents:

**(If the Policy is issued in a state other than Maryland): The group Insurance Policy providing coverage under this Certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law.**

### Minnesota Residents:

**Important Notice** - Benefits are payable only as described in this Certificate for Bodily Injuries that occur as the result of an Accident and where expenses are incurred. The Accident must occur while the Covered Person is insured under the Policy.

**Policy Changes and Termination** - The Policy under which this Certificate is issued may be amended or canceled as stated in its provisions. Such an action may be taken without the consent of any Covered Person. Premiums are subject to change. The terms of this Policy may be changed at any time by written agreement between the Policyholder and us. Upon request, the Policyholder will provide you with a copy of the Policy for review. We will notify the Policyholder 60 days prior to the effective date of termination. If we should terminate the Policy, it will be without prejudice to any loss originating prior to the effective date of termination.

### Montana Residents:

**If the Master Policy is issued in a state other than Montana, Montana law prevails over conflicting provisions between the out of state policy and the Montana certificate.**

### Nebraska Residents:

**THIS IS NOT WORKERS COMPENSATION INSURANCE. THIS CERTIFICATE IS NOT IN LIEU OF AND DOES NOT AFFECT ANY REQUIREMENT FOR WORKERS COMPENSATION COVERAGE.**

### North Carolina Residents:

**IMPORTANT CANCELLATION INFORMATION – PLEASE REFER TO THE “TERMINATION OF INSURANCE” SECTION OF THIS CERTIFICATE.**

If the Master Policy is issued in a state other than North Carolina, this Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state's laws.

### Oklahoma Residents:

**NOTICE: If the Master Policy is issued in a state other than Oklahoma, then the Certificates delivered in Oklahoma in conjunction with such Policy are subject to the terms and conditions of the Certificates and not the Policy.**

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

### Pennsylvania Residents:

**This Is A Limited Policy – Read It Carefully. THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE.**

**COVERAGE IS NOT PROVIDED FOR ANY LOSS RESULTING FROM ANY INJURY FOR WHICH BENEFITS ARE PROVIDED UNDER ANY WORKERS' COMPENSATION, OCCUPATIONAL DISEASE LAW OR BY THE UNITED STATES LONGSHOREMAN'S HARBOR WORKER'S COMPENSATION ACT.**

### South Dakota Residents:

**Important Notice** - Benefits are payable only for Bodily Injuries that occur as the result of an Accident and where expenses are incurred. The Accident must occur while the Covered Person is insured under the Policy, subject to the provisions of this Certificate.

**NO BENEFITS PAYABLE IF LOSS IS PAID BY WORKER'S COMPENSATION**

## TITLE PAGE (COVER PAGE) - Continued

### Utah Residents:

**Notice to Buyer: This is an Accident only Certificate. It does not pay benefits for loss from sickness. Review your Certificate carefully.**

### Vermont Residents:

**THIS IS AN ACCIDENT ONLY CERTIFICATE. IT DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS. IN THE EVENT OF A CONFLICT BETWEEN THE LAWS OF THE STATE WHERE THE POLICY IS ISSUED AND THE LAWS OF VERMONT, THE LAWS OF VERMONT WILL CONTROL.**

### Virginia Residents:

#### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Administrative Office: PO Box 219, Cedar Rapids, IA 52406-0219

Customer Service: 1-888-763-7474

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

State Corporation Commission  
Virginia Bureau of Insurance  
P.O. Box 1157 Richmond, VA 23218  
[www.scc.virginia.gov/boi](http://www.scc.virginia.gov/boi)

National toll-free #1-877-310-6560 or Virginia-only toll free #800-552-7945. or the local #804-371-9741

Fax no.: 804-371-9944

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

# CONTACT US

If you have any questions about this Certificate, you may:

Write us at our Administrative Office: PO Box 219, Cedar Rapids, IA 52406-0219

Call our toll-free telephone number at: 1-888-763-7474

Write us at our E-Mail Address: [TEBcustresp@Transamerica.com](mailto:TEBcustresp@Transamerica.com)

Visit our website: [www.transamerica.com](http://www.transamerica.com)

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## ELIGIBILITY

Insurance will start at 12:01 a.m. on the Effective Date at the main place of business of the Policyholder.

**Insured Eligibility** – To be eligible for insurance under the Policy, you must:

1. Meet the eligibility requirements listed on the Policyholder Application.
2. Be in Active Service (does not apply for **Ohio residents**).

**Insured Effective Date** – Coverage for eligible Insureds who have completed an Application, if required, will take effect on the latest of the following dates, provided that we have received your first premium payment:

1. The Group Master Policy Effective Date; or
2. The New Entrants Effective Date as selected on the Policyholder Application which coincides with or next follows the date you are hired or first become eligible for this coverage.

If you do not meet the eligibility requirements on the date your insurance is to take effect, your insurance will take effect on the date you satisfy the requirements.

**Dependent Eligibility, if available under the Policy** – To be eligible under the Policy, a Dependent must:

1. Meet the definition of a Dependent;
2. Not be (a) hospitalized; (b) confined at home under a physician's care; or (c) receiving or applying to receive disability benefits from any source; and
3. Not be eligible as an Insured under the Policy.

A Dependent will be eligible for such coverage on the later of the following dates:

1. The day you become eligible for coverage; or
2. The day the Dependent first meets the definition of Dependent.

A child may be insured as a Dependent of only one Insured.

**Dependent Effective Date** – Coverage for eligible Dependents for which you have completed an Application, if required, will take effect on the latest of the following dates, provided that we have received any additional premium for such Dependent:

1. The date your insurance becomes effective; or
2. The New Entrants Effective Date as selected on the Policyholder Application which coincides with or next follows the date the Dependent first becomes eligible for this coverage.

If a Dependent does not meet the eligibility requirements on the date his or her insurance would otherwise take effect, insurance on that Dependent will take effect on the date the Dependent satisfies the eligibility requirements.

**Insurance for Newborn Child or Newly Adopted Child** – Insurance for a newborn, a newly adopted Child, or a Child for whom you are appointed the legal guardian, will become effective automatically on the day he or she is born, the day the Child is placed for adoption with you, or the day a court enters an order appointing you the legal guardian of the Child. The Child will be automatically insured for 31 days. In order to continue the Child's insurance, you must notify us by the end of the 31-day period and pay any additional premium, if applicable.

**Arkansas residents:** Insurance for a newborn, a newly adopted Child, or a Child for whom you are appointed the legal guardian, will become effective automatically on the day he or she is born, the day the Child is placed for adoption with you, or the day a court enters an order appointing you the legal guardian of the Child, as long as you have Single Parent Family or Family coverage in force on that date.

If this Certificate was issued as Individual or Two-Adult Family Type of Coverage, the Child's coverage will not continue past the 90-day period following birth or placement, unless:

1. You have Single Parent Family or Family Type of Coverage in force;
2. You have notified us by the end of the 90-day period of the addition of such Child; and
3. You have paid any applicable additional premium.

**Indiana Residents:** Insurance for a newborn, a newly adopted Child, or a Child for whom you are appointed the legal guardian, will become effective automatically on the day he or she is born or the earlier of the day the Child is placed for adoption with you or the day a court enters an order appointing you the legal guardian of the Child. The Child will be automatically insured for 31 days. In order to continue the Child's insurance, you must notify us by the end of the 31-day period and pay any additional premium, if applicable.

**Maryland Residents:** If you are required by court or administrative order to provide health coverage for a Child and you are eligible to insure your Dependents:

1. We will permit you to enroll a Child who is otherwise eligible for coverage without regard to any enrollment session restrictions.
2. If you fail to make application to obtain coverage for this Child, enroll the Child under your Certificate upon application of the Child's other parent, the state agency administering the child support enforcement program, or the Maryland Department of Health without regard to any enrollment session restrictions.
3. We will not terminate coverage of the Child unless we are provided satisfactory written evidence that:
  - a. the court or administrative order is no longer in effect;
  - b. the Child has been or will be enrolled in other reasonable health insurance coverage that will take effect not later than the effective date of the Child's termination under your coverage; or
  - c. the Policyholder has eliminated family members' coverage for all of its employees or members;
  - d. the Policyholder no longer employs the insuring parent, except that if the parent elects to exercise the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), coverage shall be provided for the child consistent with the Policyholder's plan for postemployment health insurance coverage for dependents.
4. If you are not already enrolled at the time of this order, enroll both you and your Child, without regard to enrollment period restrictions, within 20 business days after receipt of a medical support notice from the group Policyholder.
5. If a Child is eligible for enrollment, complete the enrollment without regard to enrollment period restrictions, within 20 business days after receipt of a medical support notice from the group Policyholder.

If a Child has health insurance coverage through an insuring parent, we will:

1. provide to the noninsuring parent membership cards, claims forms, and any other information necessary for the child to obtain benefits through the health insurance coverage; and.
2. process the claims forms and make appropriate payment to the noninsuring parent, health care provider, or Maryland Department of Health if the noninsuring parent incurs expenses for health care provided to the child.

**Minnesota residents:** Insurance for a newborn, a newly adopted Child, or a Child for whom you are appointed the legal guardian, will become effective automatically on the day he or she is born, the day the Child is placed for adoption with you, or the day a court enters an order appointing you the legal guardian of the Child, as long as you have Single Parent Family or Family coverage in force on that date.

If this Certificate was issued as Individual or Two-Adult Family coverage, the Child will be automatically covered without notification requirements, insurability or health underwriting approval. Additional premium will be due from the first premium due date following the date of birth or adoption placement.

If we are not notified of the newborn including a newborn grandchild, adopted child or child placed for adoption, and a claim is filed on that Child while this Policy is still in force as Individual coverage, we may withhold payment of any benefits for the new dependent until we receive all premiums owed as if we had been informed of the additional dependent immediately from the first premium due date following the date of birth or adoption placement.

**North Carolina residents: Child Enrollment; Noncustodial Parents** – If you are required by a court or administrative order to provide health benefit plan coverage for a Child, we will:

1. Allow the parent to enroll, under the Policy, a Child who is otherwise eligible for the coverage without regard to any enrollment season restrictions.
2. Enroll the Child under the Policy upon application of the Child's other parent or the Department of Health and Human Services in connection with its administration of the Medical Assistance or Child Support Enforcement Program if the parent is enrolled but fails to make application to obtain coverage for the Child.
3. Not disenroll or eliminate coverage of the Child unless we are provided satisfactory written evidence that:
  - (a) The court or administrative order is no longer in effect; or
  - (b) The Child is or will be enrolled in comparable health benefit plan coverage through another health insurer, which coverage will take effect not later than the effective date of disenrollment.

If a Child has coverage through a noncustodial parent, we will:

1. Provide such information to the custodial parent as may be for the Child to obtain benefits.
2. Permit the custodial parent (or the health care provider, with the custodial parent's approval) to submit claims for covered services without the approval of the noncustodial parent.
3. Make payments on claims directly to the custodial parent, the provider, or the Department of Health and Human Services.

## BENEFITS/COVERAGE (WHAT IS COVERED)

The following benefits are payable as described below when a Covered Person is treated for Bodily Injuries resulting from an Accident for which benefits are payable. All benefits will be paid to the Insured, unless stated otherwise in the benefit description or when the Insured has assigned benefits.

### Initial Treatment Benefits

Each of the following benefits for Initial Treatment will be payable once per Covered Person per Accident.

**Initial Accident Treatment Benefit** - We will pay the applicable Initial Accident Treatment Benefit amount shown in the Schedule of Benefits if a Covered Person receives treatment for a Bodily Injury. Treatment must be provided by a Physician in a Physician's office, Hospital emergency room, or an Urgent Care Center and must be received within 4 days of the Accident.

**Ambulance Benefit** – We will pay the applicable Ambulance Benefit amount shown in the Schedule of Benefits for ambulance transportation by a licensed ambulance service if, because of an Accident, the Covered Person is transferred by ambulance to the nearest Hospital for treatment within 4 days of the Accident.

**Laceration Benefit** – We will pay the applicable Laceration Benefit amount shown in the Schedule of Benefits if a Covered Person receives treatment for a laceration within 4 days of the Accident.

**Medical Diagnostic Imaging** – We will pay the Medical Diagnostic Imaging Benefit amount shown in the Schedule of Benefits if a Covered Person undergoes a CT (computerized tomography) scan, MRI (magnetic resonance imaging), EEG (electroencephalogram) due to a Bodily Injury. Imaging must be performed within 90 days of the Accident.

**Blood, Plasma, and Platelets** – We will pay the Blood, Plasma, and Platelets Benefit amount shown in the Schedule of Benefits if a Covered Person requires blood, plasma, or platelets for the treatment of a Bodily Injury. Immunoglobulins are not covered. Treatment must be received within 14 days of the Accident.

**Maryland residents:** Benefits are payable for blood and blood products, both derivatives and components, including plasma, and/or platelets required for the treatment of a Bodily Injury.

**X-Ray** – We will pay the X-Ray Benefit amount shown in the Schedule of Benefits if a Covered Person undergoes an X-Ray due to a Bodily Injury. X-Ray's must be performed within 4 days of the Accident.

**Lab Test** – We will pay the Lab Test Benefit amount shown in the Schedule of Benefits if a Covered Person undergoes a lab test due to a Bodily Injury. Lab tests must be performed within 4 days of the Accident.

### Bodily Injury Benefits

Each of the following benefits for Bodily Injuries will be payable once per Covered Person per Accident.

**Brain** – We will pay the Concussion Benefit amount shown in the Schedule of Benefits if a Covered Person is diagnosed with a concussion by a Physician within 4 days of the Accident.

**Dislocation or Fracture** – We will pay the applicable Dislocation or Fracture Benefit amount shown in the Schedule of Benefits if a Covered Person requires correction of a Dislocation or Fracture by a Physician. Correction can be made through an open reduction (surgical repair) or closed reduction (manipulative repair) and must be repaired by a Physician within 14 days of the Accident.

If more than one Dislocation and/or Fracture is repaired, we will pay 1.5 times the larger benefit amount.

Dislocations not corrected under general anesthesia will be reduced to 50% of the applicable benefit amount.

Chip Fractures pay 10% of the applicable Fracture benefit amount.



**Dislocation** means a completely separated joint.

**Fracture** means a break in a bone that can be seen by X-ray or similar diagnostic exam.

**Chip Fracture** means a Fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached. It must be diagnosed by a Physician through the use of an X-ray.

**Dental** – We will pay the applicable Dental Benefit amount shown in the Schedule of Benefits if a Covered Person sustains broken teeth in an Accident. Treatment must be received within 180 days of the Accident.

**Eye** – We will pay the applicable Eye Benefit amount shown in the Schedule of Benefits if the Covered Person sustains eye damage in an Accident. Treatment must be received from a Physician within 180 days of the Accident.

## Hospitalization Benefits

**Admission Benefit** – We will pay the Admission Benefit shown in the Schedule of Benefits if a Covered Person is admitted to a Hospital for treatment of a Bodily Injury. The Admission Benefit is paid in addition to the Hospital Confinement daily benefit. Only one Admission Benefit is payable once per Covered Person per Accident.

We will only pay the Intensive Care Unit Admission Benefit if the initial admission is to the Intensive Care Unit. For all other admissions, the normal Admission Benefit will be paid.

**Daily Benefit** – We will pay the Daily Benefit shown in the Schedule of Benefits for each day a Covered Person is Hospital Confined due to an Accident. Confinement must begin within 31 days of the Accident.

In addition to the Daily Benefit, we will pay the Intensive Care Unit, Step-Down Unit, or Observation Room Benefit for each 24-hour period the Covered Person is confined in an Intensive Care Unit, Step-Down Unit, or Observation Room.

**South Dakota Residents** - In addition to the Daily Benefit, we will pay the Intensive Care Unit, Step-Down Unit, or Observation Room Benefit for each day the Covered Person is confined in an Intensive Care Unit, Step-Down Unit, or Observation Room.

Daily benefits are subject to the limits shown in the Schedule of Benefits.

**Rehabilitation Benefit** – We will pay the Rehabilitation Benefit shown in the Schedule of Benefits for each day a Covered Person is Confined in a Rehabilitation Facility following a period of Hospital Confinement. The Rehabilitation Benefit is not payable for the same days that the Hospital Confinement benefit is payable and is subject to the limit shown in the Schedule of Benefits.

**Maryland residents:** Coverage will be provided for an objective second opinion given to the insured when required by a utilization review program.

## Recovery Services Benefits

**Appliance** – We will pay the Appliance Benefit amount shown in the Schedule of Benefits for a medical appliance recommended by a Physician as an aid in personal locomotion as the result of an Accident. This benefit is not payable for Prosthetic Devices. This benefit is payable once per Covered Person per Accident.

**Residence and Vehicle Modification** – We will pay the Residence and/or Vehicle Modification Benefit amount shown in the Schedule of Benefits if a Covered Person suffers Total Disability due to a Bodily Injury within 365 days of the Accident. This benefit is payable once per Covered Person per Accident. The modification must be made within 2 years from the date of the Accident causing the Injury.

The benefit will be payable for the modification to the Covered Person's primary residence to make the residence accessible or private passenger automobile to make it drivable or rideable only if the modification is:

1. made by a person or persons with experience in such modifications; and
2. recommended by a Physician or recognized organization associated with the Total Disability; and
3. a Physician certifies that the modification is needed to accommodate the Total Disability; and
4. in compliance with the applicable laws or requirements for the approval by the appropriate government authorities.

**Family Lodging** – We will pay the Family Lodging Benefit shown in the Schedule of Benefits per day, up to a maximum of 90 days per Accident, for one motel/hotel room for an Immediate Family Member to accompany the Covered Person if Hospital Confinement is within 90 days of an Accident for the treatment of a Bodily Injury.

of (see Schedule of Benefits) days per Accident, for one motel/hotel room for an Immediate Family Member to accompany the Covered Person if Hospital Confinement is within 90 days of an Accident for the treatment of a Bodily Injury.

Benefits are payable only for the same time-period the Covered Person is Hospital Confined in a facility 50 or more miles from the Covered Person's primary residence. The local attending Physician must prescribe the treatment.

**Acupuncture Care** – We will pay the Acupuncture Care Benefit amount shown in the Schedule of Benefits if a Covered Person receives acupuncture treatment on the advice of a Physician due to an Accident. Acupuncture treatments must begin within 180 days of the Accident and be completed within 1 year after the Accident.

**Chiropractic Care** – We will pay the Chiropractic Care Benefit amount shown in the Schedule of Benefits if a Covered Person receives chiropractic treatment on the advice of a Physician due to an Accident. Chiropractic treatments must begin within 180 days of the Accident and be completed within 1 year after the Accident.

**Follow-Up Treatment** – We will pay the Follow-Up Treatment Benefit amount shown in the Schedule of Benefits if a Covered Person first receives treatment for a Bodily Injury within 4 days of the Accident and later requires additional treatment for the same injury. Treatments must be furnished by a Physician in the Physician's office or in a Hospital on an Outpatient basis. Follow-up treatment must begin within 180 days of, and be completed within, the 12 month period following the later of the following dates:

1. the Accident;
2. discharge from the Hospital; or
3. discharge from an Extended Care Facility.

**Mental Health Care** – We will pay the Mental Health Care Benefit amount shown in the Schedule of Benefits if the Covered Person has received treatment for a covered Accident and requires Psychological or Psychiatric care for a mental health condition triggered by the Accident. Treatment must begin within 3 months of covered accident.

**Pain Management** – We will pay the Pain Management Benefit amount shown in the Schedule of Benefits if a Covered Person is prescribed and receives an injection administered into the spine or a nerve ablation or block for pain management due to an Accident.

**Prosthetic Devices** – We will pay the applicable Prosthetic Devices Benefit amount shown in the Schedule of Benefits for a Prosthetic Device due to a covered Accident. This benefit is not payable for hearing aids, dental aids (including false teeth), eyeglasses, or for cosmetic Prosthetic Devices such as hair wigs. We will not pay for joint replacement, such as an artificial hip or knee.

You must receive the prosthetic devices(s) or artificial limb(s) within 24 months of the Accident.

**Maryland residents: Prosthetic Devices** – We will pay the applicable Prosthetic Devices Benefit amount shown in the Schedule of Benefits for a Prosthetic Device due to a covered Accident. This benefit is not payable for hearing aids, dental aids (including false teeth), eyeglasses, or for prosthetic eyes, fingers, nose, and hair wigs. We will not pay for joint replacement, such as an artificial hip or knee.

You must receive the prosthetic devices(s) or artificial limb(s) within 24 months of the Accident.

**Repair** – We will pay the Repair benefit amount shown on the Schedule of Benefits if you lose or damage your existing

prosthetic device or artificial limb as result of an Accident. You must receive the repaired prosthetic device or artificial limb within 365 days of the Accident. We will not pay a benefit for hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as hair wigs, or for joint replacement such as artificial hip or knee.

**Maryland residents: Repair** – We will pay the Repair benefit amount shown on the Schedule of Benefits if you lose or damage your existing prosthetic device or artificial limb as result of an Accident. You must receive the repaired prosthetic device or artificial limb within 365 days of the Accident. We will not pay a benefit for hearing aids, dental aids (including false teeth), eyeglasses, or prosthetic eyes, fingers, nose, and hair wigs, or for joint replacement such as artificial hip or knee.

**Therapy Services** – We will pay the Therapy Services Benefit amount shown in the Schedule of Benefits if a Physician advises a Covered Person to seek treatment from a Physical, Occupational, or Speech Therapist. Therapy must begin within 180 days of the Accident. All treatments must be completed within 1 year after the Accident.

**Maryland residents:** We will pay the Therapy Services Benefit amount shown in the Schedule of Benefits if a Physician advises a Covered Person to seek treatment from a Physical, Occupational, or Speech Therapist. Occupational or Speech Therapy must begin within 180 days of the Accident. All Occupational or Speech treatments must be completed within 1 year after the Accident.

### **Transportation** –

If a Covered Person requires Confinement in a Hospital more than 50 miles from the Covered Person's primary residence as the result of an Accident, we will pay the Transportation Benefit amount shown in the Schedule of Benefits for round-trip transportation. The local attending Physician must prescribe the treatment, and the treatment must not be available locally. Travel and Hospital Confinement must occur within 90 days of the Accident.

## **Major Injuries**

Each of the following benefits for Major Injuries will be payable once per Covered Person per Accident.

**Burns** – We will pay the applicable Burn Benefit amount shown in the Schedule of Benefits if a Covered Person suffers Burns due to an Accident. If multiple burns exist, we will pay the highest benefit for the most severe burn involved. When applicable, the Skin Graft benefit will be paid in addition to the Burn benefit. Burns must be treated by a Physician within 4 days after the Accident.

**Coma** – We will pay the applicable Coma Benefit amount shown in the Schedule of Benefits if a Covered Person suffers a Coma due to an Accident. The benefit amount varies by whether the Coma was induced or non-induced. The Coma must last for a minimum of 10 consecutive days before this benefit is payable.

**Coma (non-induced)** means a continuous state of profound unconsciousness characterized by the absence of eye opening, verbal response and motor response, and the individual requires intubation for respiratory assistance.

**Coma (induced)** means a temporary coma (state of profound unconsciousness) brought on by a controlled dose of medicine administered by a Physician at a Hospital.

**Persistent Vegetative State (PVS)** means a state of severe unconsciousness characterized by no evidence of awareness of self or environment, and no purposeful response to external stimuli.

**Paralysis** – We will pay the applicable Paralysis Benefit amount shown in the Schedule of Benefits if a Covered Person becomes paralyzed due to an Accident. Paralysis must last a minimum of 30 consecutive days before this benefit is payable.

**Quadriplegia** means the complete and irreversible paralysis of both upper and lower limbs.

**Triplegia** means the complete and irreversible paralysis of three limbs.

**Paraplegia** means the complete and irreversible paralysis of both lower limbs.

**Hemiplegia** means the complete and irreversible paralysis of the upper and lower limbs on the same side of the body.

**Diplegia** means the complete and irreversible paralysis of both upper or both lower limbs.

**Monoplegia** means the complete and irreversible paralysis of a single limb on the upper or lower part of the body.

**Limb** means an entire arm or an entire leg.

**Surgery - Major** – We will pay the applicable Surgery - Major Benefit amount shown in the Schedule of Benefits if a Covered Person undergoes an open abdominal, cranial, or thoracic surgery performed by a Physician within 1 year of the Accident. Laparoscopic procedures are excluded.

**Surgery - Exploratory** – We will pay the applicable Surgery - Exploratory Benefit amount shown in the Schedule of Benefits if a Covered Person undergoes minimally invasive surgery performed by a Physician within 1 year of the Accident using manual and instrumental means of investigating an area of the body suspected of disease when a specific diagnosis is not possible through noninvasive or simple biopsy techniques. Laparoscopic procedures are included.

**Surgery – Tendons, Ligaments, Rotator Cuffs** – We will pay the applicable Surgery – Tendons, Ligaments, Rotator Cuffs Benefit amount shown in the Schedule of Benefits if a Covered Person undergoes surgery for tendons, ligaments, or rotator cuffs that are detached, torn, ruptured, or severed. Surgery must be performed by a Physician within 1 year of the Accident.

**Surgery – Ruptured Discs or Torn Knee Cartilage** – We will pay the applicable Surgery – Ruptured Discs or Torn Knee Cartilage Benefit amount shown in the Schedule of Benefits if a Covered Person undergoes surgery for a disc in the spine that is ruptured or knee cartilage that is torn. Surgery must be performed by a Physician within 1 year of the Accident.

## Accidental Death Benefits

**Accidental Death** means the loss of life resulting from Bodily Injuries resulting from an Accident. Accidental Death must be independent of disease or bodily infirmity or any other cause, other than an Accident.

**Accidental Death Benefit** – We will pay the applicable Accidental Death Benefit amount shown in the Schedule of Benefits for the Covered Person’s Accidental Death. The Accident must occur while coverage is in force. Such Accidental Death must occur within 12 months of the Accident. This benefit will be paid to the Beneficiary.

**Pennsylvania residents:** We will pay the applicable Accidental Death Benefit amount shown in the Schedule of Benefits for the Covered Person’s Accidental Death. The Accident must occur while coverage is in force. This benefit will be paid to the Beneficiary.

Only one Accidental Death Benefit will be paid per Covered Person, the highest applicable benefit, as described below:

- **Accidental Death Other Than Automobile or Common Carrier:** Accidental Death resulting from any other Bodily Injury.
- **Automobile Accident:** Accidental Death resulting from an Accident that occurs while the Covered Person is driving or riding as a passenger in an Automobile. (Automobile means a four-wheeled private passenger motor vehicle licensed for use on public highways and is not being used to transport passengers for hire.)

A higher benefit is paid when:

- a. The Covered Person was wearing and was properly utilizing a Seatbelt at the time of the Accident, as evidenced by a police accident report. (Seatbelt means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seatbelt will include a lap belt only if the Automobile was not equipped with a combination lap and shoulder restraint system when manufactured.)

b. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer, the Covered Person was seated in the driver or passenger seating position intended to be protected by the Air Bag System and the Air Bag System deployed, as evidenced by a police accident report. (Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.)

The Automobile Accident benefit will not be payable if the Covered Person is the driver of the Automobile and does not hold a current and valid driver's license. (Not applicable to residents of **Maryland**)

• **Common Carrier Accident:** Accidental Death resulting from an Accident that occurs while the Covered Person was riding as a fare-paying passenger on Public Transportation. (Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regularly scheduled passenger routes with a definite schedule of departures and arrival times. Common carrier vehicles are limited to commercial airplanes, trains, buses, trolleys, subways, ferries, and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis, limousines, and privately chartered vehicles are not common carriers.)

**Transportation of Remains** – We will pay the Transportation of Remains benefit amount shown in the Schedule of Benefits if the following conditions are met:

1. The Covered Person dies more than 200 miles from his or her primary residence; and
2. Expenses are incurred to transport the Covered Person's body to a mortuary near their primary place of residence.

This benefit is payable once per Covered Person and only if the Accidental Death Benefit is payable. This benefit will be paid to the person incurring the expense.

## **Dismemberment Benefits**

We will pay the applicable Dismemberment Benefit amount shown in the Schedule of Benefits if a Covered Person suffers a Dismemberment due to an Accident. Dismemberment must occur within 12 months of the Accident.

**Dismemberment** means a Bodily Injury that, independent of disease or bodily infirmity, results in the complete severance of a body extremity or the complete loss of sight, speech, or hearing.

Loss of a hand means the entire loss of at least four fingers. Loss of a finger or toe means complete severance at the hand or foot. Loss of a foot means complete severance at or above the ankle joint. Loss of an arm means complete severance above the elbow. Loss of a leg means complete severance above the knee. Loss of sight, speech, or hearing means total and permanent loss of sight, speech, or hearing.

## **Survivor Benefits**

The following applicable Survivor Benefits are paid to the Survivor upon the Accidental Death of a Covered Person. For purposes of these Benefits, Survivor means the surviving Insured, if the Spouse or Other Adult Dependent is deceased from the Accidental Death; it refers to the surviving Spouse or Other Adult Insured, if the Insured is deceased from the Accidental Death; and it refers to the legally appointed guardian of each surviving Child if both the Insured and Spouse or Other Adult Dependent are deceased. The Survivor does not need to be covered under this Certificate to receive Survivor benefits.

**Career Enrichment Benefit** – We will pay the Career Enrichment Benefit amount shown in the Schedule of Benefits for a professional or trade training program in which the Survivor has enrolled on a full-time basis within 24 months of the Accidental Death. The training program must be for the purpose of obtaining an independent source of income or enriching the Survivor's ability to earn a living. The training program must be at an accredited college, university, a 2-year college, vocational, or trade school. This benefit will be paid each year for up to 4 years while the Survivor remains enrolled in a training program. Satisfactory proof of enrollment must be provided annually. If there is no Survivor, a one-time benefit of \$200 will be paid to the Beneficiary.

**Child Care Center Benefit** – We will pay the Child Care Center Benefit amount shown in the Schedule of Benefits when following conditions are met:

1. The surviving Child must be within the ages of newborn through 12;
2. The Survivor pays a Child Care Center for day care, within 90 calendar days after the date of the Accidental Death; and
3. The day care is necessary in order for the Survivor to work or to obtain training for work.

This benefit will be paid each year for up to 4 years while the surviving Child is enrolled in a Child Care Center, provided the Child remains enrolled in a Child Care Center during that time. We will pay this benefit in equal installments over the 4-year period. We will pay separate benefits for each surviving Child who meets the requirements for this benefit. Satisfactory proof of enrollment must be provided annually. If there is no surviving Child between the ages of newborn through 12, a one-time benefit of \$200 will be paid to the Beneficiary.

For purposes of this benefit, Child Care Center means an appropriately licensed facility or home that:

1. Provides supervision for more than six persons (other than persons who reside there) under the age of 13 for less than 24 hours per day; and
2. Receives a payment for providing dependent care services; and
3. Has a Taxpayer Identification Number.

**Child Education Benefit** – We will pay the Child Educational Benefit amount shown in the Schedule of Benefits when the following conditions are met:

1. The surviving Child must be within the ages of 17 through 21; and
2. The surviving Child must be enrolled or must enroll within 2 years of such death, as a regular, full time student at an accredited college, university, a 2-year college, vocational, or trade school.

This benefit will be paid each year for up to 4 years while the surviving Child is enrolled in school. We will continue to pay this benefit only while the surviving Child remains a full-time student. We will pay this benefit in equal installments over the 4-year period. We will pay separate benefits for each surviving Child who meets the requirements for this benefit. Satisfactory proof of student status must be provided annually. If there is no surviving Child between the ages of 17 through 21, a one-time annual benefit of \$200 will be paid to the Beneficiary.

## **LIMITATIONS / EXCLUSIONS (WHAT IS NOT COVERED)**

### **Worker’s Compensation Exclusion**

No benefits are provided for injuries that occur in the workplace or during the course of any employment for pay, benefit or profit.

**Kentucky residents:** This provision does not apply unless the insured is eligible for benefits under any Worker’s Compensation Act.

**Pennsylvania residents:** No benefits are provided for any injury for which benefits are provided under any Worker’s Compensation, Occupational Disease Law or by the United States Longshoreman’s Harbor Worker’s Compensation Act.

**South Dakota residents:** No benefits are provided for any Bodily Injury paid by Worker’s Compensation.

**Vermont residents:** No benefits are provided for any Injury for which benefits are provided under any state or Federal workers’ compensation, employers’ liability, occupational disease or similar law; any motor vehicle no-fault plan, unless prohibited by law; or an injury occurring while the Covered Person is engaged in any activity pertaining to any trade business, employment or occupation for wage or profit.

**Exclusions** - We will not pay benefits for any Accident that is caused by or occurs as a result of any of the following:

- Driving any taxi (including ride share programs such as Uber and Lyft) for wage, compensation, or profit.  
**Vermont residents:** this exclusion does not apply.
- Mountaineering, parachuting, or hang gliding.  
**Vermont residents:** this exclusion does not apply.
- Voluntarily taking, administering, absorbing, or inhaling poison, gas, or fumes.

**Connecticut residents:** Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Physician.

**Maryland, Minnesota, South Dakota, and Vermont residents:** this exclusion does not apply.

**Pennsylvania residents:** We are not liable for any loss sustained or contracted in the consequence of a Covered Person being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician.

**Tennessee residents:** Intentionally taking, administering, absorbing, or inhaling poison, gas, or fumes.

- Alcoholism or drug addiction.

**Colorado, Florida, Iowa, Indiana, Nevada, Maryland, Minnesota, Montana, Ohio, South Dakota, Tennessee, and Vermont residents:** this exclusion does not apply.

**Illinois residents:** Alcoholism or substance use disorder.

- Participating in any sport or sporting activity for wage, compensation, profit, or racing any type of vehicle in an organized event.

**South Dakota and Vermont residents:** this exclusion does not apply.

- Traveling in or descending from any vehicle or device for aerial navigation, unless as a fare paying passenger on a scheduled or a charter flight operated by a scheduled airline.

- War, or any act of war, whether declared or undeclared.

**Oklahoma residents:** War or act of war, declared or undeclared, while serving in the military service or any auxiliary unit attached thereto.

- Participating in any activity or event, including the operation of a vehicle, while intoxicated or under the influence according to the laws of the jurisdiction in which the Accident occurred.

**Missouri residents:** This exclusion does not apply when being "under the influence" is a result of the Covered Person taking drugs as prescribed by a Physician.

**Colorado, Florida, Indiana, and Ohio residents:** Participating in any activity or event, including the operation of a vehicle, while under the influence of a controlled substance (unless administered by a Physician or taken according to the Physician's instructions) or while intoxicated (intoxicated means that condition as defined by the laws of the jurisdiction in which the Accident occurred).

**Connecticut residents:** Involvement in an Accident that occurs while the Insured is driving a motor vehicle while intoxicated or under the influence (Intoxicated, according to Webster's New World Dictionary, 3rd College Edition, means "to affect the nervous system of, so as to cause a loss of control; make drunk; stupefy; inebriate as the result of alcoholic liquor." "Being under the influence" means according to the laws of the jurisdiction in which the accident occurs).

**Illinois residents:** Intoxicated means that condition as defined by the laws of the jurisdiction in which the Accident occurred.

**Maryland residents:** Participating in any activity or event, including the operation of a vehicle, while the Insured is intoxicated or under the influence according to the laws of the jurisdiction in which the Accident occurred. This exclusion only applies to Accidental Death and Dismemberment Benefits.

**Michigan residents:** Operation of a vehicle, while intoxicated as defined under Michigan vehicle code or according to the laws of the jurisdiction in which the Accident occurred.

**Minnesota residents:** Operating a motor vehicle while intoxicated (intoxicated means that condition as defined by the laws of the jurisdiction in which the Accident occurred).

**Montana residents:** Being under the influence of a controlled substance (unless administered by a Physician or taken according to the Physician's instructions) or driving a motor vehicle while intoxicated (intoxicated means that condition as defined by the laws of the jurisdiction in which the Accident occurred).

**Nevada and South Dakota residents:** this exclusion does not apply.

**Utah residents:** Any Bodily Injury caused directly by the operation of a vehicle, while under the influence of a controlled substance (unless administered by a Physician or taken according to the Physician's instructions) or while intoxicated (intoxicated means that condition as defined by the laws of the jurisdiction in which the Accident occurred).

- Actively participating in a riot, civil commotion, civil disobedience, or unlawful assembly.

**Connecticut residents:** Participating in a riot, civil commotion, civil disobedience, or unlawful assembly. (**Participating**, according to Merriam-Webster Online Dictionary.2009, means "to take part; to have a part or share in something." Also according to Merriam-Webster Online Dictionary 2009, **riot** means "public violence, tumult or disorder; a violent public disorder; specifically: a tumultuous disturbance of the public peace by three or more persons assembled together and acting with a common intent.)

**District of Columbia residents:** Actively participating in a riot. A riot is a public disturbance involving an assemblage of five or more persons which by tumultuous and violent conduct or the threat thereof creates grave danger of damage or injury to property or persons.

**Florida and Vermont residents:** Participating in a riot or insurrection.

**Maryland residents:** This exclusion does not apply.

**Utah residents:** Felony, riot or insurrection, when a Covered Person is a voluntary participant.

- Committing, attempting to commit, or voluntarily taking part in a felony or assault, or engaging in an illegal occupation.

**Connecticut residents:** Committing, attempting to commit, or voluntarily taking part in a felony or assault, or engaging in a felonious occupation.

**Maryland residents:** The Insured's commission of or attempt to commit a felony or being engaged in an illegal occupation. This exclusion only applies to Accidental Death and Dismemberment Benefits.

**Montana residents:** Commission of, attempting to commit, or voluntarily taking part in a felony or assault when found guilty in a court of law, or engaging in a felonious occupation.

**Pennsylvania residents:** Committing or attempting to commit a felony or assault, or engaging in an illegal occupation.

**Nevada residents:** Committing, attempting to commit, and conviction for voluntarily taking part in a felony or assault other than an act that constitutes domestic violence regardless of whether the Covered Person contributed to any loss or injury, or engaging in an illegal occupation.

**Utah residents:** Illegal activities, limited to losses related directly to a Covered Person's voluntary participation.

**Vermont residents:** Participating in a felony or engaging in an illegal occupation.

- Intentionally self-inflicting a Bodily Injury or attempting suicide, while sane or insane.

**Missouri residents:** Intentionally self-inflicting a Bodily Injury or attempting suicide, while sane.

**Pennsylvania and Vermont residents:** Intentionally self-inflicting a Bodily Injury or attempting suicide.

- Any loss incurred while on active duty status in the armed forces. If you notify us of such active duty, we will refund any premiums paid for any period for which no coverage is provided as a result of this exception.

## INSURED PAYMENT RESPONSIBILITY (PREMIUMS)

All premiums are payable on or before the date they are due.



**Grace Period** – A Grace Period of 31 days will be allowed for each premium payment after the first premium. Insurance will stay in force during the Grace Period. The insurance under the Policy and/or Certificate will terminate on the day after the Grace Period ends if the premium due has not been paid in full. You must still pay us all premium due through the termination date, including the premium due for the time the Certificate was in force during the Grace Period.

If insurance is terminated on a premium due date and the premium has been paid through that date, the Grace Period will not apply. If termination is during the Grace Period, you will be liable for any unpaid premium including the pro rata premium for that part of the Grace Period during which insurance was in force. Benefits may be reduced by the amount of any due but unpaid premiums.

**Maryland residents:** A Grace Period of 31 days will be allowed for each premium payment after the first premium. Insurance will stay in force during the Grace Period. The insurance under the Policy and/or Certificate will terminate on the day after the Grace Period ends if the premium due has not been paid in full. You must still pay us all premium due through the termination date, including the premium due for the time the Certificate was in force during the Grace Period.

If insurance is terminated on a premium due date and the premium has been paid through that date, the Grace Period will not apply. If termination is during the Grace Period, you will be liable for any unpaid premium from the first day of the Grace Period until the date on which notice is received or the date of termination stated in the notice; whichever is later. Benefits may be reduced by the amount of any due but unpaid premiums.

**Nevada residents:** A Grace Period of 31 days will be allowed for each premium payment after the first premium. Coverage will stay in force during the Grace Period. This Certificate will terminate retroactively to the end of the day next preceding the Grace Period.

The Grace Period will not apply if coverage is terminated on a premium due date and the premium has been paid through that date. We will not be required to pay claims incurred during the Grace Period while a required premium remains unpaid and may seek reimbursement for any such claim erroneously paid during the Grace Period. We are liable for any claims incurred during the Grace period if the required premium payment is received during the Grace Period.

The Grace Period will not apply if coverage is canceled on a premium due date and the premium has been paid through that date.

**Pennsylvania residents:** A Grace Period of 31 days will be allowed for each premium payment after the first premium. Insurance will stay in force during the Grace Period. The insurance under the Certificate will terminate on the day after the Grace Period ends if the premium due has not been paid in full. You must still pay us all premium due through the termination date, including the premium due for the time the Certificate was in force during the Grace Period.

If insurance is terminated on a premium due date and the premium has been paid through that date, the Grace Period will not apply. If termination is during the Grace Period, you will be liable for any unpaid premium including the pro rata premium for that part of the Grace Period during which the insurance was in force. Benefits may be reduced by the amount of any due but unpaid premiums.

## **INFORMATION ON POLICY AND RATE CHANGES**

**Premium Changes** – We have the right to change the premium rates on any premium due date in accordance with the terms of the Policy. If the rates are changed, we will give at least a 60-day advance written notice to the Policyholder.

If the premiums increase because a change in benefits increases our liability, premium rates may be changed on the date that our liability is increased, without regard to any premium rate guarantee. If such premium increase takes place on a date other than a premium due date, a pro rata premium for the increase will be due on the next premium due date. The pro rata premium will be for the period from the date of the increase to the next premium due date. If such premium is not paid when due, subject to the Grace Period, the insurance will automatically be terminated as of the date the pro rata premium was due. Any partial payment of premium will be refunded.

**Mississippi residents:** We have the right to change the premium rates on any premium due date in accordance with the terms of the Policy. If the rates are changed, we will give at least a 75-day advance written notice to the Policyholder.

**Montana residents:** We will not increase the premiums more frequently than once during a 12-month period.

**Virginia residents:** If the premiums increase because a change in benefits increases our liability, premium rates may be changed on the date that our liability is increased, without regard to any premium rate guarantee. If such premium increase takes place on a date other than a premium due date, a pro rata premium for the increase will be due on the next premium due date. The pro rata premium will be for the period from the date of the increase to the next premium due date.

**Premium Refunds** – If your Dependent is covered and you divorce or legally terminate the relationship or such Dependent dies and we are notified in writing at our Administrative Office, we will refund premiums for the period of time following the date of divorce/dissolution or death of such Dependent. Premiums will not be refunded for any period prior to 30 days before such notification is received in our Administrative Office.

If your Dependent children are covered and coverage for all Children ends, we will refund premiums for the period of time following the last day of coverage. We must be notified in writing at our Administrative Office. Premiums will not be refunded for any time period prior to 30 days before such notification is received in our Administrative Office.

**Kentucky residents:** If your Dependent is covered and you divorce or legally terminate the relationship or such Dependent dies and we are notified in writing at our Administrative Office, we will refund premiums for the period of time following the date of divorce/dissolution or death of such Dependent.

If your Dependent children are covered and coverage for all Children ends, we will refund premiums for the period of time following the last day of coverage. We must be notified in writing at our Administrative Office.

**Reinstatement** - If any renewal premium is not paid within the time granted for payment, a subsequent acceptance of premium by us or by any of our authorized agents, without requiring an application for reinstatement, will reinstate the Certificate. However, if we or our agent require an application for reinstatement and issue a conditional receipt, the Certificate will be reinstated upon our approval of such application, or, lacking such approval, upon the 45th day following the date of such conditional receipt; unless we have previously notified the Insured in writing of our disapproval of such application. The reinstated Certificate will only cover loss resulting from an Accident sustained after the date of reinstatement. In all other respects you and the Company will have the same rights as each had under the Certificate immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement will be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

**Maine residents: Termination for Nonpayment of Premium/Reinstatement** - If coverage is to terminate due to nonpayment of premium, we will provide a notification of the termination to you and another person, if you have designated such a person to receive a copy of the Termination Notice.

Within 90 days after cancellation for nonpayment of premium, you, a person authorized to act on your behalf or a covered Dependent may request reinstatement on the basis that the loss of coverage was a result of your cognitive impairment or functional incapacity. We may require a medical demonstration that you suffered from such impairment or incapacity at the time of cancellation. If we waive the medical demonstration or the medical demonstration substantiates the existence of a cognitive impairment or functional incapacity at the time of cancellation to our satisfaction, we will reinstate your Certificate.

The reinstated Certificate will cover any loss or claim occurring from the date of cancellation. Within 15 days after our request for same, you must pay any unpaid premium from the date of the last premium payment at the rate that would have been in effect had your Certificate remained in force. If the premium is not paid as required, this Certificate may not be reinstated and we are not responsible for claims incurred after the initial date of cancellation.

## **CLAIMS PROCEDURE (HOW TO FILE A CLAIM)**

**Notice of Claim** – Written notice of claim must be given to us at the address shown on the first page of this Certificate. Such notice should be made within 30 days after any loss covered by the contract. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay, so long as notice is given as soon as reasonably possible.

**Connecticut residents:** Written notice of claim must be given to us at the address shown on the first page of this Certificate. Such notice should be made within 30 days after any loss covered by the contract. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay, so long as notice is given as soon as reasonably possible. Notice given by or on behalf of the Covered Person or the beneficiary at our Administrative Office, with information sufficient to identify the Covered Person will be considered proper notice.

**Montana residents:** Written notice of claim must be given to us at the address shown on the first page of this Certificate. Such notice should be made within 6 months after any loss covered by the contract. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay, so long as notice is given as soon as reasonably possible. Notice given by or on behalf of the Insured to us or to our insurance producer with information sufficient to identify the Insured is considered notice of claim.

**Pennsylvania residents:** Such Notice should include sufficient information to identify the Covered Person.

**Claim Forms** – Claim forms should be used for filing Proof of Loss. We will furnish such form to the claimant within 15 days (10 days for **Alaska** and **Georgia residents**) of receipt of notice of claim. If we fail to furnish the proper claim forms within 15 days (10 days for **Alaska** and **Georgia residents**), you can give proof in writing, setting forth the nature and extent of the loss within the time stated in the Proof of Loss provision. You or a personal representative may obtain a claim form by calling our toll-free telephone number listed on the cover page.

**Maryland residents:** Claim forms should be used for filing Proof of Loss. We will send such form to the claimant within 15 days after Notice of Claim is received. If we fail to supply the proper claim forms within 15 days, the claimant will be considered to have complied with the requirements of the policy as to proof of loss if the claimant submits, within the time fixed in the policy for filing proof of loss, written proof of the occurrence, character, and extent of the loss for which the claim is made.

**Minnesota, Missouri and Virginia residents:** Claim forms should be used for filing Proof of Loss. We will furnish such form to the claimant, or to the Policyholder for delivery to the claimant, within 15 days of receipt of notice of claim. If we fail to furnish the proper claim forms within 15 days, you will be deemed to have complied with the requirements as to Proof of Loss upon submitting, within the time fixed in the contract for filing Proof of Loss, written proof covering the occurrence, character, and the extent of the loss for which claim is made. You or a personal representative may obtain a claim form by calling our toll-free telephone number listed on the cover page.

**Proof of Loss** – Due written Proof of Loss must be given to us at the address shown on the first page of this Certificate. In case of a claim for loss for which a periodic payment is provided contingent upon continuing loss, such satisfactory written Proof of Loss must be sent within 90 days (180 days for **North Carolina residents**) after the termination of the period for which we are liable. For any other loss, proof must be sent within 90 days (180 days for **North Carolina residents**) after the date of such loss.

Failure to furnish proof within such time will not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof and it was furnished as soon as reasonably possible. In any event, the proof required must be given no later than one year (15 months for **Hawaii residents**) from the time proof of loss is otherwise required, unless the claimant was legally incapacitated.

**Maryland residents:** Claim forms should be used for filing Proof of Loss. We will send such form to the claimant within 15 days after Notice of Claim is received. If we fail to supply the proper claim forms within 15 days, the claimant will be considered to have complied with the requirements of the policy as to proof of loss if the claimant submits, within the time fixed in the policy for filing proof of loss, written proof of the occurrence, character, and extent of the loss for which the claim is made.

**Utah residents:** Failure to furnish proof within such time will not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof and it was furnished as soon as reasonably possible.

**Payment of Claim Benefits** – All benefits payable under your Certificate will be paid to you, unless you have assigned such benefits. Any benefits due that have not been paid at the time of your death will be paid either: (1) to your spouse; or (2) if there is no spouse, to your estate. Such payment fully discharges us to the extent of the payment.

**Arizona residents: Reimbursement to Medicaid** – If the state Medicaid program (pursuant to title XIX of the Social Security Act) pays for expenses or treatment covered by this Certificate, the state has the right to reimbursement by us for those expenses or treatment. If the state provides us proof of payment for covered services or treatment, we will reimburse the state Medicaid program according to the coverage provided in this Certificate, including any Riders.

**District of Columbia residents:** All benefits will be paid to you, if living, or to the Beneficiary. If no Beneficiary is living, benefits will be paid to your estate. If benefits are payable to your estate, we may pay up to \$1,000 to any relative of yours who we find is entitled to it. Any payment made in good faith will fully discharge us to the extent of the payment.

**Minnesota residents:** All benefits payable under your Certificate will be paid to you, unless you have assigned such benefits. Any benefits due that have not been paid at the time of your death will be paid either: (1) to your beneficiary; or (2) if there is no beneficiary, to your estate. Such payment fully discharges us to the extent of the payment.

**Missouri residents:** All benefits payable under your Certificate will be paid to you, unless you have assigned such benefits. Any benefits due that have not been paid at the time of your death will be paid either: (1) to your spouse; or (2) if there is no spouse, to your estate.

**Montana residents:** If any indemnity of this Certificate is payable to the estate of the insured or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, we may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by us to be equitably entitled thereto. Any payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of such payment.

**Utah residents:** All benefits payable under your Certificate will be paid to you, unless you have assigned such benefits. Indemnity for loss of life is paid in accordance with the beneficiary designation effective at the time of payment. If no valid beneficiary designation exists, the indemnity is paid to the insured's estate. Any other accrued indemnities unpaid at the insured's death are paid to the insured's estate. Such payment fully discharges us to the extent of the payment.

**Virginia residents:** We may pay up to \$5,000 of such benefit to one of your relatives by blood or connection by marriage of the person who is deemed by us to be equitably entitled to the benefit.

**Department of Medical Assistance Services** - The Department of Medical Assistance Services will be the payor of last resort to any insurer, including a group health plan as defined in §607(1) of the Employee Retirement Income Security Act of 1974, a health services plan, a service benefit plan and a health maintenance organization which contracts to pay health care costs for persons eligible for medical assistance in the Commonwealth.

**Physical Examinations** – We have the right to have a Covered Person examined by a Physician of our choice, at our expense, as often as reasonably necessary while a claim is pending.

**Autopsy** – In case of death, we may request an autopsy at our expense where it is not forbidden by law.

This provision does not apply for **Mississippi residents**.

**South Carolina residents:** The autopsy must be performed in South Carolina.

**Vermont residents:** In case of death, we may request an autopsy at our expense where it is not forbidden by law or your religion.

**Time of Payment of Claims** – Benefits for a covered loss will be paid promptly after we receive due written Proof of Loss.

**Alabama residents:** Benefits payable under the Certificate for any covered loss will be paid within 30 days after receipt of due written Proof of Loss in the form of a clean claim where claims are submitted electronically. Claims submitted in paper format will be paid within 45 days after receipt of due written Proof of Loss. As used in this provision, a clean claim means a claim which contains substantially all of the required data elements necessary for accurate adjudication, without obtaining additional information from the provider of the service or a third party.

We will notify you if a claim is being denied or pending and what, if any, additional information is required to process the claim not more than 30 days after receipt of a claim that is filed electronically or 45 days after receipt for a claim that is filed in paper format. Any undisputed portion of a claim will be paid as if it were a clean claim. If we fail to give notice why a claim is being denied or pending in the time required, then any such claim, if and when determined to be payable, will be paid with interest from the date notice should have been given. Upon receipt of the necessary information, the claim must be paid, denied, or otherwise adjudicated within 21 calendar days from the receipt of the requested information.

**Alaska residents:** Benefits for a covered loss will be paid not later than 30 calendar days after we receive due written Proof of Loss in the form of a clean claim. As used in this provision, a clean claim means a claim that does not have a defect or impropriety, including a lack of any required substantiating documentation, or a particular circumstance requiring special treatment that prevents timely payment of the claim. If the claim is not paid, denied or additional information requested to adjudicate a claim, notice will be given to the Covered Person within 30 calendar days after the claim is received. If notice is not given, the claim will be considered a clean claim and interest will accrue at a rate of 15 percent annually and will continue to accrue until the date the claim is paid. When additional information needed to adjudicate a claim has been received, we will then have 15 calendar days to pay the claim or within 30 calendar days after receipt of the claim. If we fail to pay the claim within the required time period, the claim will be considered a clean claim and interest will accrue at a rate of 15 percent annually and will continue to accrue until the date the claim is paid. If only a portion of a claim is covered under the terms of the insurance policy, interest accrues based only on the portion of the claim that is covered.

**Arizona and Kentucky residents:** Benefits for a covered loss will be paid immediately, but no later than 30 days after we receive due written Proof of Loss. If benefits are not paid within such 30-day period, the Insured will be entitled to interest at a legal rate from the date the claim is received by the Insurer. The interest will be calculated on the amount the Insurer is legally obligated to pay according to the terms of this contract.

**Colorado residents:** Benefits for a covered loss will be paid immediately after we receive due written Proof of Loss in the form of a clean claim that was submitted electronically. A Claim submitted in paper format will be paid within 45 days after we receive due written Proof of Loss. As used in this provision, a clean claim means the claim form is submitted with all required fields completed with correct and complete information, including all required documents.

We will notify you of any deficiencies in a submitted claim not more than 30 days after receipt. We may deny the claim if the required information is not received within 30 days of our request. If we fail to pay or deny a clean claim in the time required and we subsequently pay the claim, we will pay you interest on the amount paid at the rate of 10% annually. Such interest will accrue beginning 31 days after the date the claim is received, when filed electronically, or 46 days after the date the claim is received when filed in paper format. Interest stops accruing on the date the claim is paid.

All claims must be paid, denied, or settled within 90 days after receipt. If we fail to pay or deny a claim within 90 days, we will pay you interest on the amount paid at the rate of 20% annually. Such interest will accrue beginning 91 days after the date the claim is received. Interest stops accruing on the date the claim is paid.

**Delaware, South Carolina and Virginia residents:** Benefits for a covered loss will be paid immediately, but no later than 60 days after we receive due written Proof of Loss.

**District of Columbia and Kansas residents:** Benefits for a covered loss will be paid immediately upon receipt of due written proof of such loss.

**Florida residents:** Benefits for a covered loss will be paid not more than 45 days after we receive due written Proof of Loss.

**Georgia residents:** Benefits for a covered loss will be paid promptly after we receive due written Proof of Loss. If we fail to pay the benefits payable upon receipt of due written proof of loss, we will mail a letter to you within 15 working days that states the reasons we have for failing to pay the claim in whole or in part, and include a written itemization of any documents or other information needed to process the claim or any portions thereof that are not being paid. When all documents or other information needed to process the claim has been received, we will then have 15 working days within which to process and either pay the claim or deny it, in whole or in part, giving you the reasons we have for denying the claim or any portion thereof. If we fail to pay the claim or send a letter denying the claim, or any portion thereof, within 15 working days of receiving due written proof of any documents or other information needed to pay the claim, we will pay interest to you equal to interest at the percentage rate set by the state per annum on the benefits due and payable under the terms of the Policy.

**Illinois residents:** Benefits for a covered loss will be paid within 30 days after we receive due written Proof of Loss. If benefits are not paid within such 30-day period, the Insured will be entitled to interest at the rate of 9 per cent per annum from the 30th day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar will not be paid.

**Indiana residents:** Benefits payable under the Certificate for any covered loss will be paid within 30 days after receipt of due written Proof of Loss in the form of a clean claim where claims are submitted electronically. Claims submitted in paper format will be paid within 45 days after receipt of due written Proof of Loss. As used in this provision, a clean claim means a claim that has no defect, impropriety, or particular circumstance requiring special treatment preventing payment.

We will notify you of any deficiencies in a submitted claim not more than 30 days after receipt of a claim that is filed electronically or 45 days after receipt for a claim that is filed in paper format. If we fail to pay or deny a clean claim in the time required and we subsequently pay the claim, we will pay you interest on the allowable amount of the claim paid. Such interest will accrue beginning 31 days after the date the claim is received when filed electronically or 46 days after the date the claim is received when filed in paper format. Interest stops accruing on the date the claim is paid.

**Louisiana residents:** All claims shall be paid not more than thirty days from the date upon which written notice and proof of claim, in the form required by the terms of the policy, are furnished to the insurer unless just and reasonable grounds, such as would put a reasonable and prudent businessman on his guard, exist. Failure to comply with the provisions of this Section shall subject the insurer to a penalty payable to the insured of double the amount of the health and accident benefits due under the terms of the policy or contract during the period of delay, together with attorney's fees to be determined by the court.

**Maryland and Missouri residents:** Benefits for a covered loss other than benefits for loss of time will be paid within 30 days after we receive satisfactory written Proof of Loss. All accrued benefits payable under the Policy for loss of time shall be paid not less frequently than monthly during the continuance of the period for which the insurer is liable, and that any balance remaining unpaid at the termination of such period shall be paid as soon as possible after receipt of such proof.

**Maryland residents:** Payment will not be made for any claim for health care services that the appropriate regulatory board determines were provided as a result of a prohibited referral.

**Michigan residents:** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured.

**Minnesota residents:** In case of a claim for loss for which a periodic payment is provided, benefits will be paid within 30 days after we receive written Proof of Loss. For any other covered loss, benefits will be paid immediately after we receive written Proof of Loss.

**Mississippi residents:**

1. All benefits payable under this policy for any loss, other than loss for which this policy provides any periodic payment, will be paid within twenty-five (25) days after receipt of due written proof of such loss in the form of a clean claim where claims are submitted electronically, and will be paid within thirty-five (35) days after receipt of due written proof of such loss in the form of clean claim where claims are submitted in paper format. Benefits due under the policies and claims are overdue if not paid within twenty-five (25) days or thirty-five (35) days, whichever is applicable, after the Company receives a clean claim containing necessary medical information and other information essential for the Company to administer preexisting condition, coordination of benefits and subrogation provisions. A "clean claim" means a claim received by the Company for adjudication and which requires no further information, adjustment or alteration by the provider of the services or the Insured in order to be processed and paid by the Company. A claim is clean if it has no defect or impropriety, including any lack of substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment from being made on the claim under this provision. A clean claim includes resubmitted claims with previously identified deficiencies corrected. Errors, such as system errors, attributable to the Company, do not change the clean claim status.

A clean claim does not include any of the following:

- a. A duplicate claim, which means an original claim and its duplicate when the duplicate is filed within thirty (30) days of the original claim;
- b. Claims which are submitted fraudulently or that are based upon material misrepresentations;
- c. Claims that require information essential for the Company to administer preexisting condition, coordination of benefits or subrogation provisions; or
- d. Claims submitted by a provider more than thirty (30) days after the date of service; if the provider does not submit the claim on behalf of the Insured, then a claim is not clean when submitted more than thirty (30) days after the date of billing by the provider to the Insured.

Not later than twenty-five (25) days after the date the Company actually receives an electronic claim, the Company shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the provider (where the claim is owed to the provider) or the Insured (where the claim is owed to the insured) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Not later than thirty-five (35) days after the date the Company actually receives a paper claim, the Company shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the provider (where the claim is owed to the provider) or the Insured (where the claim is owed to the Insured) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Any claim or portion thereof resubmitted with the supporting documentation and information requested by the Company shall be paid within twenty (20) days after receipt.

For purposes of this provision, the term "pay" means that the Company shall either "send cash or a cash equivalent by United States mail, or send cash or a cash equivalent by other means such as electronic transfer, in full satisfaction of the appropriate benefit due the provider (where the claim is owed to the provider) or the Insured (where the claim is owed to the Insured). To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the provider (where the claim is owed to the provider) or the Insured (where the claim is owed to the Insured) in a properly addressed, postpaid envelope, or, if not so posted, or not sent by United States mail, on the date of delivery of payment to the provider or Insured.

2. Subject to due written proof of loss, all accrued benefits for loss for which this policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid within thirty (30) days after receipt of due written proof.

3. If the claim is not denied for valid and proper reasons by the end of the applicable time period prescribed in this provision, the Company must pay the provider (where the claim is owed to the provider) or the Insured (where the claim is owed to the Insured) interest on accrued benefits at the rate of three percent (3%) per month accruing from the day after payment was due on the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated. Whenever interest due pursuant to this provision is less than One Dollar (\$1.00), such amount shall be credited to the account of the person or entity to whom such amount is owed. The provisions of this subparagraph 3 shall not apply to any claims or benefits owed under Medicare Advantage plans or Medicare Advantage Prescription Drug plans.

4. In the event the Company fails to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided in subparagraph 3 and any other damages as may be allowable by law. If it is determined in such action that the Company acted in bad faith as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, the person entitled to such benefits (health care provider or Insured) shall be entitled to recover damages in an amount up to three (3) times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

**Oklahoma residents:** Benefits for a covered loss will be paid immediately after we receive satisfactory written Proof of Loss. Claims for which no additional information is required and which are not excluded or limited under this contract will be paid no later than 45 calendar days after receipt of Proof of Loss. If there is a delay in payment of the claim, we will notify the Covered Person in writing of the cause for delay in payment of the claim within 30 calendar days after receipt of Proof of Loss. The Company will pay interest at the rate mandated by the State of Oklahoma on any claim paid later than 45 calendar days and interest will accrue beginning on the 46th day.

**Rhode Island residents:** Benefits for a covered loss will be paid within 60 days after we receive due written Proof of Loss.

**Vermont residents:** Benefits for a covered loss will be paid immediately, but no later than 30 days after we receive due written Proof of Loss.



## GENERAL CERTIFICATE PROVISIONS

**Assignment** - The Insured may assign benefits under this Certificate. We assume no responsibility for the validity or effect of any assignment of this Certificate or any interest in it.

**Change of Beneficiary** - Unless the Insured makes an irrevocable designation of beneficiary, the right to change beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries will not be required to surrender or assign this Certificate or to change beneficiaries, or to make any other coverage changes.

**Florida residents:** You can change the beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change in the Policy, unless the designation of the beneficiary is irrevocable.

**Maryland residents:** Beneficiary means the person designated on the Application for this insurance coverage, unless later changed as provided under the Change of Beneficiary provision.

**Minnesota residents:** You may change a beneficiary by giving us written notice on a form acceptable to us. When we receive the notice, it will be effective on the date made, subject to any payment we may have made before we receive it. The consent of the beneficiary or beneficiaries is not required to surrender or assign this Certificate or change beneficiaries, or to make any other changes in this coverage.

**Ohio residents:** The right to change beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries will not be required to terminate the insurance or assign benefits under this Certificate or to change beneficiaries, or to make any other coverage changes.

**Clerical Error** - A clerical error by us will not invalidate insurance otherwise in force, nor continue insurance otherwise not validly in force.

**Conformity with State or Federal Laws** – Any provision of the Policy or the Certificate that conflicts with the requirements of any state or federal law of the governing jurisdiction is hereby automatically changed to meet the minimum standards of such laws.

**Alaska, Missouri, Nebraska, and Vermont residents:** Any provision of the Policy or Certificate that conflict with the law of the state in which the Covered Person resides is hereby automatically changed to meet the minimum standards of such laws.

**Mississippi and Pennsylvania residents:** Any provision of the Policy or Certificate which, on its Effective Date, is in conflict with the statutes of the state in which the Insured resides on such date, is amended to conform to meet the minimum standards of that law.

**Montana residents:** Conformity with Montana Statutes – The provisions of the Policy or Certificate that conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Covered Person resides on or after the Effective Date.

**Entire Contract; Changes** – The entire contract consists of the Policy as issued to the Policyholder, the Policyholder Application, the Certificate Provisions, and any attached Amendments, Endorsements, and Riders. Changes to the Policy or this Certificate may only be made in writing signed by an executive officer of the Company. No agent or Policyholder has authority to change the Policy or this Certificate or to waive any of its provisions. Any changes are subject to the laws of the governing jurisdiction.

**Alaska residents:** We will provide written notice to a Covered Person at least 45 days before the effective date of the change in coverage, or change in premium, or cancellation of coverage.

**Connecticut residents:** The Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by an executive officer of the Company. Such approval will be endorsed on or attached to this Policy. No agent has the authority to change the Policy or to waive any of its provisions.

**Maine residents:** No changes to the Policy or this Certificate shall be valid unless approved by an executive officer of the Company and evidenced by endorsement on the Policy, or by amendment to the Policy signed by the Policyholder and the Company.

**Tennessee residents:** The entire contract consists of the Policy as issued to the Policyholder, the Policyholder Application, the Insured's Application or Enrollment Form, the Certificate Provisions, and any attached Amendments, Endorsements, and Riders.

**Virginia residents:** Any individual applications of the persons insured are added to documents that constitute the entire contract. A copy of the Policyholder Application shall be attached to the Policy when issued. Only our President, Vice President, Secretary, or an Assistant Secretary may make any changes to the Policy or Certificate and then only in writing.

**Inspection of Policy** – The Insured may inspect a copy of the Policy by contacting the Policy holder at reasonable time during normal business hours.

**Legal Action** – No legal action may be brought to recover under the Policy or Certificate within 60 days (90 Days for **Delaware residents**) after written Proof of Loss has been provided to us as required nor more than three years (five years for **Kansas residents**) (six years for **Alabama** and **South Carolina residents**) from the time written Proof of Loss is required to be furnished.

**Florida residents:** No legal action may be brought to recover under the Policy or Certificate within 60 days after written Proof of Loss has been provided to us as required. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

**Misstatement of Age** – If the Insured's age has been misstated, all benefits payable under the Policy for any Covered Person will be such amount as the premium paid would have purchased at the Insured's correct age.

**Other Insurance With Us** – If a Covered Person has more than one accident policy, certificate, or similar coverage with us, only one, chosen by you or your estate, will be effective. We will refund all premiums paid for all other such coverage from the date of duplication, less any benefits paid from such date.

### **Time Limit on Certain Defenses / Right to Contest / Contestability**

**Misstatements in the Application** – We will not use any statement, except fraudulent statements, to void or reduce benefits after your insurance has been in effect for two years (three years for **Michigan** and **Vermont residents**) from the Effective Date of coverage. Any such statement would have to be in a signed form. This also applies to all Riders.

**Connecticut residents:** Misstatements in the Application – We will not use any statement in your Application to void or reduce benefits after this Certificate has been in force during your lifetime for two years from the Effective Date of coverage. Any such statement would have to be in a signed form. This also applies to all Riders. Any increase in benefit amounts is subject to a new two-year contestable period for the increased amount only.

**Georgia residents:** Fraudulent statement are statements made with the intent to misrepresent material fact in applying for or procuring coverage under the terms of the Policy.

**Hawaii residents:** Fraudulent statement are statements made with the intent to deceive and which materially affected our acceptance of the risk.

**Missouri residents:** We will not use any statement, except fraudulent statements, to void or reduce benefits after your insurance has been in effect for two years from the Effective Date of coverage. Any such statement would have to be in a signed form.

**Utah and Virginia residents:** Misstatements in the Application – We will not use any statement to void or reduce benefits after your insurance has been in effect for two years from the Effective Date of coverage. Any such statement would have to be in a signed form. This also applies to all Riders.

All statements made are considered representations and not warranties. No such statement will be used in any contest, unless a copy of such statement has been furnished to you.

**South Carolina and Virginia residents:** No such statement will be used in any contest, unless a copy of such statement has been furnished to you or to your beneficiary or personal representatives.

Any increase in benefit amounts is subject to a new two-year (three years for **Vermont residents**) contestable period for the increased amount only, (but only in regard to statements made on the Application for the increase for **Nebraska residents**). (This sentence does not apply for **Missouri residents**.)

**Maryland residents: Contestability of Coverage** - We will not use any statement to void or reduce benefits under this Policy after it has been in force before the contest for a period of two years during the Insured's lifetime. Any such statements would have to be in a signed form. This also applies to any Riders. All statements made are considered representations and not warranties. No such statement to avoid or reduce benefits will be used in any contest, unless a copy of such statement has been furnished to the Policyholder. The validity of this Policy cannot be contested after two years from its date of issue, except for nonpayment of premiums.

**Montana and Pennsylvania residents:** We will not use any statement, except fraudulent statements, in your Application to void or reduce benefits after coverage has been in force during your lifetime for two years from its Effective Date. Any such statement would have to be in a signed form. This also applies to all Riders.

In the absence of fraud, all statements made by you shall be deemed representations and not warranties and no statement for the purpose of insurance shall void such insurance or reduce benefits unless contained in a written application signed by you a copy of which has been furnished to you or your beneficiary.

**Rhode Island residents: Contestability** - The validity of the contract will not be contested, except for nonpayment of premiums, after it has been in force for two years from its date of issue. No statement made by the Policyholder or an Insured in an Application for coverage under the contract, with respect to a Covered Person, will be used to void the contract or to deny a claim for loss after this insurance has been in force for a period of two years during a Covered Person's lifetime. Such statement must be contained in a written Application signed by the person making the statement and a copy of the Application is or has been furnished to him.

**Notice** – Any notice to you will be sent to your last known address.

## TERMINATION / NONRENEWAL / CONTINUATION

Your insurance will terminate on the earliest of the following dates:

1. The date the Policy terminates;
2. The date you cease to be eligible for insurance;
3. The date of your death;
4. The premium due date on which we fail to receive your premium, subject to the Grace Period provision; or  
**Virginia residents:** 4. The day after the Grace Period ends; or
5. The date we receive your request to terminate your insurance, or the effective date of termination you request, if later.  
**Connecticut residents:** If the Policy is cancelled or discontinued, you will receive notice of such cancellation or discontinuation. This notice will be mailed or delivered to you not less than 15 days next preceding the effective date of cancellation or discontinuation.

The insurance on a Dependent will terminate on the earliest of the following dates:

1. The date your insurance terminates;
2. The premium due date on which we fail to receive your premium from the Policyholder, subject to the Grace Period provision;  
**Virginia residents:** 2. The day after the Grace Period ends;
3. The date your Dependent no longer satisfies the requirements under Dependent Eligibility provision;
4. The date of the Dependent's death;
5. The date the Policy is modified so as to exclude Dependent insurance; or
6. The date we receive your request to terminate your Dependent insurance, or the effective date of termination you request, if later.

We may terminate the insurance of any Covered Person who submits a fraudulent claim under the Policy.

Termination of your insurance will not affect any claim which begins before the date of termination, except in the case of fraud.

**Missouri residents:** The Policy may be amended or canceled as stated in its provisions. Such an action may be taken without the consent of or notice to any Covered Person. Premiums are subject to change. However, except for non-payment of premiums or failure to meet continued underwriting standards, we may not terminate the Policy prior to the first anniversary date of the Policy. We will notify the Policyholder 60 days prior to the effective date of any such termination. If we should terminate the Policy, it will be without prejudice to any loss originating prior to the effective date of termination.

**Montana residents:** Ninety-day advance written notice of termination will be given to you if we intend to terminate your insurance for any reason other than nonpayment of premium. Thirty-day advance written notice of termination will be given to you if we intend to terminate your insurance for nonpayment of premium. Insurance will terminate on the date specified in that notice. Notice will be mailed to the last-known address shown in the records of the company.

**Virginia residents: Cancellation by Insured** - The Insured may cancel this contract at any time by written notice delivered or mailed to the Company effective upon receipt or on such later date as may be specified in the notice. In the event of cancellation, the Company will return promptly the unearned portion of any premium paid. The earned premium will be computed pro rata.

Cancellation will be without prejudice to any claim originating prior to the effective date of cancellation.

**Louisiana residents:** Premium rates will not be increased during the initial 12 months of coverage and not more than once in any six-month period following the initial 12-month period. We will notify the Policyholder in writing at least 45 days before any increase of 20 percent or more in the premium rates.

**Extension of Benefits** – Whenever termination of insurance occurs due to termination of your employment or membership in an eligible class, any covered treatment or service that began while insurance was in force and for which benefits would have been provided, may be payable according to the terms of the Policy and Certificate.

Such Continuation of Benefits will continue for up to the earlier of:

1. 30 days after the date insurance terminates; or
2. The date on which the Covered Person is no longer hospitalized or receiving treatment.

**Illinois residents: Extension of Benefits for Total Disability** – If a Covered Person is entitled to benefits while Totally Disabled and the Group Policy terminates, benefits will continue until the earliest of:

1. The date we would have ceased to pay benefits had the Policy remained in force;
2. The 91st day following Policy termination; or
3. The date on which the Covered Person is no longer Totally Disabled.

For the purposes of this provision, Total Disability and Totally Disabled mean the following:

1. With respect to the Insured, the complete inability to perform all of the regular or customary duties and functions of his or her occupation; and
2. With respect to any other Covered Person, the inability because of injury or disease to engage in substantially all of the normal activities of a person in good health of like age and gender.

**Kentucky residents: Extension of Benefits for Total Disability** - A Covered Person is entitled to benefits while Totally Disabled and the Group Policy terminates, benefits for the disabling condition will continue until the earliest of:

1. 90 days from the date the Policy terminated; or
2. The date on which the Covered Person is no longer Confined; or
3. The date on which the Covered Person is no longer Totally Disabled.

For the purposes of this provision, Total Disability and Totally Disabled means the state of being hospitalized on the date of replacement coverage or coverage under an Extension of Benefits provision.

**Maine residents: Extension of Benefits** – Whenever termination of insurance occurs due to termination of your employment or membership in an eligible class, any covered treatment or service that began while insurance was in force and for which benefits would have been provided, may be payable according to the terms of the Policy and Certificate.

Such Continuation of Benefits will continue for up to the earlier of:

1. 6 months after the date insurance terminates; or
2. The date on which the Covered Person is no longer hospitalized or receiving treatment.

**Maryland residents: Extension of Benefits** – Whenever termination of insurance occurs due to termination of your employment or membership in an eligible class, any covered treatment or service that began while insurance was in force and for which benefits would have been provided, may be payable according to the terms of the Policy and Certificate.

Such Extension of Benefits for benefits other than for Hospital Confinement or Dental Treatment will continue for up to the earlier of:

1. 30 days after the date insurance terminates; or
2. the date on which the Covered Person is no longer receiving treatment.

If the Covered Person is Hospital Confined, benefits will continue for up to the earlier of:

1. the date on which the Covered Person is no longer Hospital Confined; or
2. 12 months after the date insurance terminates.

Dental benefits will continue for 90 days if a course of dental treatment requires two or more visits on separate days to a dentist's office.

Extension of benefits for Paralysis or Accidental Death or Dismemberment benefits will be provided if loss occurs within 90 days after the accident and insurance was in force when the accident occurred.

**Vermont residents: Extension of Benefits** - Whenever termination of coverage occurs due to termination of the Policy or your employment or membership, such termination will be without prejudice to:

1. Any Hospital Confinement which began while coverage was in force; or
2. Any covered treatment or service for which benefits would be provided and which began while coverage was in force; provided, however, that the Covered Person is and continues to be Hospital Confined or receiving treatment.

If the Extension of Benefits is related to a Covered Person's total disability, such Extension of Benefits will continue for up to the earlier of:

1. 90 days; or
2. The date on which the Covered Person is no longer totally disabled.

## CONVERSION OPTION

If you lose eligibility for this insurance for any reason other than nonpayment of premium, you will have the option to convert this group coverage to a policy we are issuing for the purpose of conversions. You will receive notification of this Option from the Group Policyholder at the time your insurance terminates.

You must complete a written request to exercise this option and pay the first premium to us no later than 31 days after the date of your termination under the Policy. If you are interested, please request an application from the Policyholder and submit to us within 31 days of your termination date. The converted policy will be issued, without Evidence of Insurability, on a policy form then available for conversions, which is most comparable to this Certificate. The premium you pay for the converted policy will be determined on your resident state, age, and class of risk, at the time of conversion and the type and amount of insurance provided.

The effective date of the converted policy will be the day following the termination of insurance under this Certificate.

This Conversion Option is only available for the Insured and the Insured's covered Dependents. It is not available for the Insured's Dependents without the Insured.

Conversion is not available if coverage is terminating due to fraud (not applicable for Alaska residents).

**Oklahoma residents:** If your Spouse's insurance ends due to your termination of membership in or employment with the group, death or divorce and your Spouse was covered under this Policy, your Spouse will have the option to convert this coverage to a policy we are issuing for the purpose of conversions. The Conversion option will be available to the Spouse even if you choose not to convert this group coverage.

## WHEN CAN COVERAGE BE CHANGED

**Annual Benefit Elections** – Benefits are elected on an annual basis. Benefit elections will become effective on the next Policy Anniversary and will remain in effect for the Plan Year, subject to the terms of the Policy and Certificate. Changes in benefit elections are not allowed during the Plan Year unless made in accordance with the Change in Family Status provision of this Policy.

**Change In Family Status** – An Insured may request to change coverage during any Plan Year due to a change in family status (marriage, divorce, birth/adoption, death of a family member, or a Spouse losing coverage through his or her employer). A request to change coverage as a result of a change in family status must be consistent with the event. Requests for a change in coverage as a result of a change in family status must be submitted to the Policyholder in writing within 60 days following the event. Approval of the change in coverage will become effective on the date the change in family status occurred. If the Insured fails to request a change in coverage within 60 days following the change in family status, the Insured will not be permitted to make such a change until the next Policy Anniversary.

**Maryland residents:** An Insured may request to change coverage during any Plan Year due to a change in family status (marriage, divorce, birth/adoption, death of a family member, or a Spouse losing coverage through his or her employer because of involuntary termination of employment other than for cause). A request to change coverage as a result of a change in family status must be consistent with the event. Requests for a change in coverage as a result of a change in family status other than for a Spouse who loses coverage because of involuntary termination of employment must be submitted to the Policyholder in writing within 60 days following the event. Approval of the change in coverage will become effective on the date the change in family status occurred. If the Insured fails to request a change in coverage within 60 days following the change in family status, the Insured will not be permitted to make such a change until the next Policy Anniversary.

Requests for a change in family status due to a Spouse losing coverage through his or her employer because of involuntary termination of employment other than for cause must be submitted to the Policyholder in writing within 6 months after the date on which the coverage terminates. Evidence of insurability will not be required.

## GENERAL DEFINITIONS

Terms important to understanding this Certificate are defined in this section and are capitalized in this Certificate.

**Accident** means an unforeseen occurrence which results in Bodily Injury, (**Massachusetts residents:** for which benefits are payable and) occurs while this Certificate is in force and is not excluded in the Certificate.

**Active Service** means performing in the usual manner all the regular duties of your occupation on a scheduled work day at the normal place of business or other location as directed by your employer.

If you are not working on a day your insurance would otherwise take effect, you will be considered to be in Active Service on that day only if: (a) you are capable of performing in the usual manner all the regular duties of your occupation, and (b) you were in Active Service on the last preceding regular workday.

Active Service does not apply if employment is not an eligibility requirement.

**Ohio residents:** Active Service definition does not apply.

**Amendment, Endorsement, or Rider** means any form issued by us which adds, modifies, changes, or deletes any Policy or Certificate provision or benefit.

**Application or Enrollment Form** means the form completed and signed to apply for this insurance coverage.

**Bodily Injury** means an injury or injuries resulting from an Accident for which benefits are provided. Such injuries must be sustained by a Covered Person and must be the direct cause of the loss, independent of disease or bodily infirmity or any other cause. All such injuries sustained by a Covered Person in any one accident and any complications arising from same and recurrences of complications will be deemed to be a single Injury. Such injury or injuries must occur while the Certificate is in force.

**Maryland residents: Bodily Injury** means an injury or injuries means an injury or injuries resulting from an Accident for which benefits are provided. Such injuries must be sustained by a Covered Person and must be the direct cause of the loss, independent of disease or bodily infirmity or any other cause. All such injuries sustained by a Covered Person in any one accident and any complications arising from same and recurrences of complications will be deemed to be a single Injury. Such injury or injuries must occur while the Certificate is in force and is not excluded in the Certificate.

**Pennsylvania residents: Bodily Injury** means an injury or injuries for which benefits are provided sustained by the Covered Person which are the direct cause of the loss, and occur while this Certificate is in force.

**Utah residents: Bodily Injury** means an injury or injuries sustained by a Covered Person that is the direct cause of the condition for which benefits are provided, independent of disease or bodily infirmity or any other cause. All such injuries, with any complications and any recurrences of complications arising from any one Accident, will be deemed to be a single injury. Such injury or injuries must occur while the Certificate is in force.

**Certificate** means this document that describes your insurance coverage.

**Child** means

A Child of yours who is under the age of 26 and is:

1. A natural Child;
2. A legally adopted Child or a Child who has been placed for adoption with you;
3. A stepchild or foster Child;
4. A grandchild who lives with you;
5. A Child for whom you have been appointed legal guardian; or
6. A Child for whom you are legally required to provide support.

If applicable, Child will also include children of your Other Adult Dependent in the same manner as a stepchild.

If a Child covered under this Certificate has reached age 26, but is incapable of self-support because of mental or physical impairment\*, we will continue the Child's insurance under the following conditions:

\*(**Minnesota residents:** because of developmental disability, mental illness or disorder, or physical disability)

\*(**North Dakota residents:** because of intellectual or physical disability)

1. The Child must be incapacitated;
2. We must receive proof of incapacity within 31 days after insurance would otherwise terminate;
3. We may require proof of continued incapacity from time to time, but not more often than once a year after the two-year period following the date the Child attains age 26; and
4. Your insurance must remain in force.

**Arkansas residents:**

If a Child covered under this Certificate has reached age 26, but is incapable of self-support because of mental or physical impairment, we will continue the Child's insurance at the premium rate in effect for Child's insurance, under the following conditions:

1. The Child must be incapacitated;
2. To obtain the continuation, you must submit proof of the Child's incapacity to us, at our expense. If proof that the Child was incapacitated from the date the Child attained the limiting age is not submitted before or at the time Proof of Loss is submitted for a claim, benefits will not be paid until proof is received by us;
3. We may require proof of continued incapacity from time to time, at our expense, but not more often than once a year after the two-year period following the date the Child attains age 26; and
4. Your insurance must remain in force.

**Coverage Type** means one of the following, as selected by you on your Application or Enrollment Form:

1. Individual – Coverage on the Insured only.
2. Single Parent Family – Coverage on the Insured and any Children.
3. Two-Adult Family – Coverage on the Insured and Spouse or Other Adult Dependent only.
4. Family – Coverage on the Insured, the Insured's Spouse or Other Adult Dependent, and any Children.

**Covered Person** means you and your Dependents who have been accepted for insurance by us.

**Dependent** means your Spouse, Other Adult Dependent, or Child

**Minnesota residents:** Your Spouse, Other Adult Dependent, or Child, or any other person the state or federal law requires to be treated as a Dependent for purposes of health plans.

**Virginia Residents:** Your Spouse or Child.

**Effective Date** means the date the Covered Person's insurance starts under this Certificate as noted on the Certificate Cover Page.

**Grace Period** means the period of 31 days after the premium due date allowed for each premium payment after the first premium.

**Group Master Policy or Policy** means the insuring contract that is issued to the Policyholder.

**Hospital** means a licensed institution that has on its premises or in facilities available to it on a contractually prearranged basis and under the supervision of a staff of one or more duly licensed Physicians:

1. Laboratory, X-ray equipment and operating rooms where major surgical operations may be performed by licensed Physicians;
2. Permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician;
3. 24-hour-a-day nursing service by or under the supervision of graduate registered nurses; and
4. A patient's written history and medical records.

Notwithstanding the above, Hospital does not include an institution or that part of an institution operated as:

1. A nursing home;
2. An extended care facility;
3. A skilled nursing facility;
4. A mental institution or a facility for the treatment of mental disorders;
5. A rest home or home for the aged;
6. A rehabilitation center; or
7. A place for alcoholics or drug addicts.

**Missouri residents: Hospital** means a legally constituted institution (or an institution which operates pursuant to law) having organized facilities for the care and treatment of sick and injured persons on a resident or inpatient basis including facilities for diagnosis and surgery under the supervision of a staff of one (1) or more licensed physicians and which provides twenty-four (24)-hour nursing service by registered nurses on duty or call. It does not mean convalescent, nursing, rest or extended care facilities or facilities operated exclusively for treatment of the aged, drug addict or alcoholic, even though the facilities are operated as a separate institution by a hospital.

**North Carolina residents:** A State tax-supported institution will be considered a Hospital even if it does not have an operating room and related equipment for surgery on its premises or in facilities available on a contractually prearranged basis.

**Pennsylvania residents: Hospital** means an institution operated pursuant to law which is licensed or approved as a Hospital by the responsible state agency, be primarily engaged in providing medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made, and provides 24-hour nursing service by or under supervision of registered graduate professional nurses (RN).

**Vermont residents:** Hospital will include an institution, approved by the secretary of human services, which provides a program for the treatment of a mental health condition or alcohol or substance dependency pursuant to a written plan.

**Hospital Confinement; Confined or Confinement** mean that period of time the Covered Person is admitted into a Hospital as a resident bed patient as established by the records of the Hospital. Confinement does not include that period of time during which a Covered Person is in a Hospital emergency room or recovery room, a freestanding surgical facility or an outpatient facility.



**Immediate Family Member** means anyone related to a Covered Person in the following manner: Spouse, daughter, son, stepchild, father, mother, stepparent, sister, brother, stepsister, stepbrother, grandchild, grandparent, father-in-law, mother-in-law, or the Spouse of any of these.

**Hawaii residents: Immediate Family Member** means anyone related to a Covered Person in the following manner: Spouse, daughter, son, stepchild, father, mother, stepparent, sister, brother, stepsister, stepbrother, grandchild, grandparent, father-in-law, mother-in law, or the Spouse of any of these. The term "Spouse" includes a reciprocal beneficiary.

**Nevada residents: Immediate Family Member** means anyone related to a Covered Person in the following manner: Spouse, daughter, son, stepchild, father, mother, stepparent, sister, brother, stepsister, stepbrother, grandchild, grandparent, father-in-law, mother-in law, or the Spouse of any of these. The term "Spouse" includes a domestic partner.

**Pennsylvania residents: Immediate Family Member** means anyone related to a Covered Person in the following manner: Spouse, daughter, son, parent, sister, brother, or persons who ordinarily reside in the Covered Person's household. The term "Spouse" includes a common law marriage partner, domestic partner, or civil union partner, if the status of the relationship is legally recognized in the governing jurisdiction.

**Virginia residents: Immediate Family Member** means anyone related to a Covered Person as a blood relative, relation through marriage or domestic partnership in the following manner: Spouse or Other Adult Dependent, daughter, son, stepchild, father, mother, stepparent, sister, brother, stepsister, stepbrother, grandchild, grandparent, father-in-law, mother-in-law, or the Spouse or Other Adult Dependent of any of these family members if legally recognized in the governing jurisdiction.

**Insured, you, or your** means the employee or member covered under the Policy for this insurance.

**Intensive Care Unit (ICU)** - A specially designated area of a Hospital that provides the highest level of medical care restricted to those patients who are critically ill or critically injured. It must be separate and apart from the surgical recovery room and other rooms, wards, or beds normally used for patient confinement. It must also meet these additional requirements:

1. It is provided with constant and continuous nursing care by nurses assigned to it on a full-time basis;
2. It is under the full-time direction and/or supervision of either a Physician or a standing committee of the Hospital's medical staff; and
3. It contains special life-saving equipment.

ICU includes:

1. Intensive cardiac and coronary care units;
2. Neonatal intensive care units; and
3. Burn intensive care units.

The following care units do not qualify as an ICU:

1. Progressive Care Units;
2. Sub-acute Intensive Care Units;
3. Intermediate Care Units;
4. Step-Down Units;
5. Private rooms with monitoring; or
6. Any lesser care units.

**Other Adult Dependent** means Your common law marriage partner, domestic partner, civil union partner, or reciprocal beneficiary if the status of such relationship is legally recognized in the governing jurisdiction or as otherwise agreed upon between the Policyholder and us.

**Plan Year** means the 12-month period beginning on the Plan Year Start Date of each year. The Plan Year Start Date is specified in the Schedule of Benefits.

**Physician** means a person who is a practitioner of the healing arts, providing services within the scope of his or her license, and is either:

1. Licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. Legally qualified and licensed as a medical practitioner and is required to be recognized, according to the insurance statutes or regulations of the governing jurisdiction.

Physician will also include other licensed medical practitioners, such as nurse practitioners, and Physician's assistants that operate within the scope of their license.

Such person must not be an Immediate Family Member of any Covered Person. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians under this Policy.

**Alaska residents:** Physician also includes a state licensed naturopath but practitioners of homeopathic and related medicines are not considered eligible Physicians under this Policy.

**Maryland residents:** Nurse Anesthetists are considered eligible Physicians under the Contract for treatment within the scope and limitations of the person's practice.

**Montana residents:** Physician assistants, dentists, osteopaths, optometrists, podiatrists, psychologists, licensed social workers, licensed professional counselors, licensed marriage and family therapists, acupuncturists, naturopathic physicians, physical therapists, speech-language pathologists, audiologists, licensed addiction counselors, and advanced practice registered nurses are considered eligible Physicians under the Contract for treatment within the scope and limitations of the person's practice.

Such person must not be an Immediate Family Member of any Covered Person.

**Ohio residents: Physician** means a person who is providing services within the scope of his or her license, and is either:

1. Licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. Legally qualified and licensed as a medical practitioner and is required to be recognized, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

Such person must not be an Immediate Family Member of any Covered Person. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians under this Policy.

**Pennsylvania residents: Physical Therapist/Physician** means a practitioner of the healing arts who:

1. Is practicing within the scope of his or her license in the state where so licensed; and
2. Is not related to you, such as Spouse, Child, parent, brother, sister or persons who ordinarily reside in the household.

**South Dakota residents: Physician** means a licensed medical practitioner of the healing arts who performs only those services permitted within the scope of his or her license.

**Utah residents: Physician** means a licensed medical practitioner of the healing arts who:

1. Performs only those services permitted within the scope of his or her license; and
2. Is not an Immediate Family Member.

**Virginia residents: Physician** also includes other licensed medical practitioners, such as nurse practitioner, physician's assistant, optometrist, optician, professional counselor, psychologist, clinical social worker, podiatrist, physical therapist, chiropractor, clinical nurse specialist who renders mental health services, audiologist, speech pathologist that operate within the scope of their license.

**Policyholder** means the entity named on the Schedule of Benefits to whom the Policy is issued.

**Policyholder Application** means the form completed and signed by the Policyholder to apply for this insurance coverage.

**Rehabilitation Facility** means a licensed facility or a unit of a Hospital that provides coordinated multidisciplinary physical restorative services to inpatients under the direction of a Physician knowledgeable and experienced in rehabilitative medicine. If located as a unit of a Hospital, beds must be set up and staffed in an area specifically designated for Rehabilitation.

The term “Rehabilitation Facility” does not include:

- \* Hospice unit, any bed designated as a hospice or a swing bed; a
- \* Convalescent home; a
- \* Rest or Nursing facility; a
- \* Psychiatric unit; an
- \* Extended-care facility; a
- \* Skilled nursing facility; or a
- \* Facility primarily offering custodial or educational care,
- \* Care or treatment for persons suffering from mental disease or disorders,
- \* Care for the aged, or
- \* Care for persons addicted to drugs or alcohol.

**Spouse** means Your legally married Spouse.

**District of Columbia residents:** A person of the same or opposite sex who is legally married to the insured under the laws of the state or jurisdiction in which the marriage took place. Whenever the term Spouse appears in the Certificate, this provision includes the Definition of Other Adult Dependent.

**Hawaii residents:** Your legally married Spouse or reciprocal beneficiary.

**Step Down Unit** also referred to as “intermediate care unit” or “progressive care unit”, is a specifically designated area of a Hospital that provides a level of care that is intermediate to that of the Intensive Care Unit and that of the general medical floor.

**Therapist, Physical Therapist, Occupational Therapist, or Speech Therapist**

means a person who is licensed as a Therapist and certified to treat physically disabled or handicapped persons within the scope of his or her license with physical agents and methods such as massage, manipulation, therapeutic exercises, cold, heat, hydrotherapy, electrical stimulation, and light to assist in rehabilitation. A Therapist cannot be an Immediate Family Member.

**Transamerica Life Insurance Company, the Company, we, us, or our** means the insurer that underwrites this insurance.

**TELEPHONE NUMBER FOR POLICYHOLDER INQUIRIES** – Our Customer Service toll-free telephone number is shown on Page 1 of this Certificate. This toll-free number is provided to assist you in making inquiries or obtaining information regarding your coverage under this Certificate or to assist in resolving complaints.

# TRANSAMERICA LIFE INSURANCE COMPANY

## ORGANIZED SPORTING ACTIVITY BENEFIT RIDER

This Rider is attached to and made part of the contract as of the Rider Effective Date. It is issued in consideration of the Application and payment of any required initial premium. All provisions of the contract not in conflict with the provisions of this Rider apply to this Rider.

### DEFINITIONS

In addition to the definitions contained in the contract, the following definitions apply to this Rider.

**Organized Sporting Activity** means any regularly scheduled non-professional athletic event associated with school programs and non-school programs that are governed by an organization with a set of written rules, officiated by someone certified to act in that capacity, and overseen by a legal entity such as a public-school system or sports conference. The legal entity must have a set of bylaws and competition must be on a regulation playing surface. Participation must be on an amateur basis and require formal registration.

An organized sporting activity includes: Exhibition game; Club sports; Intramural sports; Intercollegiate sports; Competitions; Team practice, training, workout sessions; Try outs; or Any supervised or sponsored sports activity.

An Organized Sporting Activity does not include: Playing, coaching, or officiating for pay; Personal, non-team related practice, training, workout sessions; Unstructured play such as pick-up games or spontaneous play; Activity that is outside of the Covered Person's membership role; Activities you are paid to play; racing any type of vehicle in an organized event; or Travel to and from the Organized Sporting Activity.

### BENEFITS

If a Covered Person receives an Accidental Bodily Injury while participating as a registered member in an Organized Sporting Activity, and Benefits are payable under the Benefits section of the Certificate for such injury, we will pay the Organized Sporting Activity Benefit Percentage shown in the Schedule of Benefits. The Benefit Amount will increase by the Percentage shown on the Schedule and is subject to the benefit maximum.

The following benefit(s) are excluded from the increase:

- \* Coma
- \* Paralysis
- \* Accidental Death & Dismemberment
- \* Wellness

### RIDER EFFECTIVE DATE


This Rider becomes effective on the same date as the contract unless we inform the Insured in writing of a different date.

### TERMINATION

This Rider will terminate on the earliest of the following dates or events:

1. The date we receive the Policyholder's request to terminate this Rider; or
2. The date the Certificate terminates.

This Rider is signed for the Company at our home office to take effect on the Rider Effective Date.



Karyn S.W. Polak  
Secretary

**QUESTIONS OR COMPLAINTS TELEPHONE NUMBER:** If an Insured has any questions concerning the benefits available under this Rider or needs to express a complaint, they may contact us at our toll-free Customer Service telephone number, 1-888-763-7474.

# TRANSAMERICA LIFE INSURANCE COMPANY

## WELLNESS BENEFIT RIDER

This Rider is attached to and made part of the Certificate as of the Rider Effective Date. It is issued in consideration of the Application and payment of any required initial premium. All provisions of the Certificate not in conflict with the provisions of this Rider apply to this Rider.

### DEFINITIONS

In addition to the definitions contained in the contract, the following definitions apply to this Rider.

**Wellness Test** includes, but may not be limited to one of the following tests performed under the supervision of or recommendation by a Physician while this Rider is in force:

Cholesterol and Diabetes	
Blood Test Total Cholesterol	Hemoglobin A1C
Blood Test Total Triglycerides	Serum Cholesterol Test LDL/HDL Levels
Fasting Blood Glucose Test	Two-hour Post-load Plasma Glucose Test
Fasting Plasma Glucose Test	
Cancer	
Biopsies for Cancer	Flexible Sigmoidoscopy
Bone Marrow Testing	Hemoccult Stool Specimen
Breast MRI	Oral Cancer Screening
Breast Ultrasound	PAP Smears or Thin Prep PAP test
Breast Sonogram	Prostate-Specific Antigen (PSA) Test
Cancer Antigen 15-3 Blood Test for Breast Cancer (CA 15-3)	Serum Protein Electrophoresis
Cancer Antigen 125 Blood Test for Ovarian Cancer (CA 125)	Skin Cancer Biopsy
Carcinoembryonic Antigen Blood Test for Colon Cancer (CEA)	Skin Cancer Screening
Colonoscopy	Skin Exam
Doppler Screening for Cancer	Virtual Colonoscopy
Endoscopy	
Cardiovascular Function	
Carotid Doppler	Electrocardiogram (ECG or EKG)
Doppler Screening for Peripheral Vascular Disease	Electroencephalogram (EEG)
Echocardiogram (Echo)	Stress Test on Bicycle or Treadmill
Imaging Studies	
Chest X-Rays	Ultrasounds for Cancer Detection
Mammogram	Ultrasound Screening of the Abdominal
Thermography	Aorta for Abdominal Aortic Aneurysms
Periodic Physical and Blood Examinations	
Routine Health Check-up Exam	Hearing Test
Blood Chemistry Panel	Lipid Panel
Clinical Testicular Exam	Successful Completion of Smoking
Complete Blood Count (CBC)	Cessation Program
Dental Exam	Tests for Sexually Transmitted Infections
Digital Rectal Exam (DRE)	(STIs)
Eye Exams	
Immunizations	
Immunization	Human Papillomavirus Vaccination (HPV)

## BENEFITS

We will pay the amount shown on the Schedule of Benefits once per Covered Person per Plan Year in which such Covered Person undergoes a Wellness Test, regardless of the number of tests the Covered Person undergoes.

## RIDER EFFECTIVE DATE

This Rider becomes effective on the same date as the Certificate unless we inform the Insured in writing of a different date.

## TERMINATION

This Rider will terminate on the earliest of the following dates or events:

1. The date we receive the Policyholder's request to terminate this Rider; or
2. The date the Certificate terminates.

This Rider is signed for the Company at our home office to take effect on the Rider Effective Date.

A handwritten signature in black ink, appearing to read "Karyn S.W. Polak", enclosed within a large, hand-drawn oval.

Karyn S.W. Polak  
Secretary

**QUESTIONS OR COMPLAINTS TELEPHONE NUMBER:** If an Insured has any questions concerning the benefits available under this Rider or needs to express a complaint, they may contact us at our toll-free Customer Service telephone number, 1-888-763-7474.