

**ACCIDENT COVERAGE PLAN 2**



**METROPOLITAN LIFE INSURANCE COMPANY  
NEW YORK, NEW YORK**

**CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this Certificate, subject to the provisions of this Certificate. This Certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance.

**PLEASE READ THIS CERTIFICATE CAREFULLY.**

The Group Policy is a contract between MetLife and the Group Policyholder. It may be changed or ended without Your consent or notice to You.

Group Policyholder: Stephens County Board of Education  
Group Policy Number: 5951619

MetLife Contact Information: 1-800-GET-MET8

We have issued this Certificate to You in consideration of the payment of the Contribution and the statements made in Your enrollment form.

**Important Notice: The insurance evidenced by this Certificate provides limited benefits. Subject to its terms, conditions and limitations, this Certificate provides benefits for accidental death and accidental Injuries, and benefits for treatment of an accidental Injury in a Hospital. The benefit amounts are shown in the Schedule and are not based on any medical expenses that are incurred. You should have medical coverage in force when You enroll for this insurance.**

**THIS CERTIFICATE DOES NOT PROVIDE MEDICARE SUPPLEMENT COVERAGE. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from MetLife.**

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## COVERED PERSON SPECIFICATIONS

Certificate Effective Date:	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
Group Policyholder:	Stephens County Board of Education
Group Policy Number:	5951619
MetLife Contact Information:	1-800-GET-MET8
Your Name:	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
Your Certificate Number:	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife
Coverage for Your Dependents	See Insured's Certificate or the Group Policyholder's participant file which has been provided to MetLife  If You elect coverage for Your Dependent Children, once Dependent Insurance is in effect for at least one Dependent Child, any additional child who becomes Your Dependent Child will be insured from the date the child becomes Your Dependent Child. You do not need to enroll such additional Dependent Children in order for them to become insured for Dependent Insurance.

This Covered Person Specifications page is part of Your Certificate. Please keep it with Your Certificate.

## SCHEDULE OF INSURANCE

**IMPORTANT NOTE: Payment of the benefits listed in this Schedule is subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate. PLEASE READ THE ENTIRE CERTIFICATE CAREFULLY.**

The listing of benefits for Your Spouse or Domestic Partner and Your Dependent Child only apply if Coverage is in effect for those Dependents under this Certificate. Please refer to the Eligibility Provisions: Dependent Insurance section of this Certificate for details.

<b>BASIC ACCIDENTAL DEATH BENEFIT: *</b>	<b>For You</b>	<b>For Your Spouse or Domestic Partner</b>	<b>For Your Dependent Child</b>
	\$25,000	\$12,500	\$5,000
<b>ACCIDENTAL DEATH – COMMON CARRIER BENEFIT: *</b>	<b>For You</b>	<b>For Your Spouse or Domestic Partner</b>	<b>For Your Dependent Child</b>
	\$75,000	\$37,500	\$15,000

\*The benefit amount will be reduced by the amount of any Accidental Dismemberment/Functional Loss/Paralysis Benefits and Modification Benefit paid for Injuries sustained by the Covered Person in the same Accident for which the Accidental Death Benefit is being paid.

### ACCIDENTAL DISMEMBERMENT/FUNCTIONAL LOSS/PARALYSIS BENEFITS:

<b>Basic Dismemberment/Functional Loss Benefit:</b>	<b>For You</b>	<b>For Your Spouse or Domestic Partner</b>	<b>For Your Dependent Child</b>
Loss of one finger or one toe	\$250	\$250	\$250
Loss of one arm or one leg	\$2,500	\$2,500	\$2,500
Loss of one hand or one foot	\$2,500	\$2,500	\$2,500
Loss of two or more fingers or toes in any combination	\$500	\$500	\$500
Loss of sight in one eye	\$2,500	\$2,500	\$2,500
Loss of hearing in one ear	\$2,500	\$2,500	\$2,500
<b>Catastrophic Dismemberment/Functional Loss Benefit:</b>	<b>For You</b>	<b>For Your Spouse or Domestic Partner</b>	<b>For Your Dependent Child</b>
Loss of both arms or both legs or one arm and one leg	\$10,000	\$10,000	\$10,000
Loss of both hands or both feet or one hand and one foot	\$10,000	\$10,000	\$10,000
Loss of sight in both eyes	\$10,000	\$10,000	\$10,000
Loss of hearing in both ears	\$10,000	\$10,000	\$10,000
Loss of ability to speak	\$10,000	\$10,000	\$10,000
<b>Paralysis Benefit:</b>	<b>For You</b>	<b>For Your Spouse or Domestic Partner</b>	<b>For Your Dependent Child</b>
Two limbs (paraplegia or hemiplegia)	\$5,000	\$5,000	\$5,000
Four limbs (quadriplegia)	\$10,000	\$10,000	\$10,000

**ACCIDENTAL INJURY BENEFITS:**

**Fracture Benefit\*:**

	<b>Benefit for Closed Reduction</b>	<b>Benefit for Open Reduction</b>
Face or Nose (except mandible or maxilla)	\$500	\$1,000
Skull fracture – depressed (except bones of face or nose)	\$1,500	\$3,000
Skull fracture – non-depressed (except bones of face or nose)	\$1,000	\$2,000
Lower Jaw, Mandible (except alveolar process)	\$250	\$500
Upper Jaw, Maxilla (except alveolar process)	\$500	\$1,000
Upper Arm between Elbow and Shoulder (humerus)	\$500	\$1,000
Shoulder Blade (scapula), Collarbone (clavicle, sternum)	\$250	\$500
Forearm (radius and/or ulna), Hand, Wrist (except fingers)	\$250	\$500
Rib	\$250	\$500
Finger, Toe	\$50	\$100
Vertebrae, Body of (excluding vertebral processes)	\$1,000	\$2,000
Vertebral Processes	\$250	\$500
Pelvis (includes ilium, ischium, pubis, acetabulum except coccyx)	\$1,000	\$2,000
Hip, Thigh (femur)	\$1,500	\$3,000
Coccyx	\$250	\$500
Leg (tibia and/or fibula)	\$1,000	\$2,000
Kneecap (patella)	\$250	\$500
Ankle	\$250	\$500
Foot (except toes)	\$250	\$500

**\*Chip Fracture Benefit** for any of the above: Benefit is 25% of the applicable benefit for the bone involved.

**Dislocation Benefit:**

**Full Dislocation Benefit\*:**

	<b>Benefit for Closed Reduction</b>	<b>Benefit for Open Reduction</b>
Lower Jaw	\$250	\$500
Collarbone (sternoclavicular)	\$500	\$1,000
Collarbone (acromioclavicular and separation)	\$250	\$500
Shoulder (glenohumeral)	\$250	\$500
Rib	\$250	\$500
Elbow	\$250	\$500
Wrist	\$250	\$500
Bone or Bones of the Hand (other than fingers)	\$250	\$500
Hip	\$1,500	\$3,000
Knee (except patella)	\$1,000	\$2,000
Ankle - Bone or Bones of the Foot (other than toes)	\$500	\$1,000
One Toe or Finger	\$50	\$100

**\*Partial Dislocation Benefit** for any of the above: Benefit is 25% of the applicable benefit for joint involved.

**Burn Benefit:**

**Percentage of total surface skin area that is burnt**

	<b>Benefit for 2<sup>nd</sup> Degree Burn</b>	<b>Benefit for 3<sup>rd</sup> Degree Burn</b>
Less than 10%	\$50	\$500
At least 10% but less than 25%	\$100	\$1,000
At least 25% but less than 35%	\$250	\$2,500
35% or more	\$500	\$5,000

**Skin Graft Benefit:**

Skin Graft for 2<sup>nd</sup> or 3<sup>rd</sup> degree burn

**Benefit**

50% of the applicable Burn Benefit

<b>Concussion Benefit</b>	<b>Benefit</b>
	\$200
<b>Coma Benefit</b>	\$5,000
<b>Ruptured Disc with Surgical Repair Benefit</b>	\$500
<b>Torn Cartilage in Knee Benefit:</b>	
With surgical repair	\$500
Exploratory Surgery without repair	\$100
<b>Laceration Benefit:</b>	
Repaired without stitches	\$25
Repaired with stitches:	
Total of all lacerations is less than two inches (5.08 cm) long	\$50
Total of all lacerations is two to six inches (5.08 to 15.24 cm) long	\$100
Total of all lacerations is over six inches (over 15.24 cm) long	\$200
<b>Torn, Ruptured or Severed Tendon / Ligament / Rotator Cuff Benefit:</b>	
Surgical repair: one tendon/ligament/rotator cuff	\$500
Surgical repair: two or more tendons/ligaments/rotator cuffs	\$750
Exploratory Surgery without repair	\$100
<b>Broken Tooth Benefit:</b>	
Crown	\$100
Extraction	\$50
Filling	\$25
<b>Eye Injury Benefit</b>	\$200
<b>ACCIDENT - MEDICAL TREATMENT AND SERVICES BENEFITS</b>	
	<b>Benefit</b>
<b>Air Ambulance Benefit</b>	\$750
<b>Ground Ambulance Benefit</b>	\$200
<b>Emergency Care Benefit:</b>	
Emergency Room	\$50
Physician's Office	\$25
Urgent Care	\$25
<b>Non-Emergency Initial Care Benefit</b>	\$25
<b>Medical Testing Benefit</b>	\$100
<b>Physician Follow-Up Visit Benefit</b>	\$50
<b>Transportation Benefit</b>	\$200
<b>Therapy Services Benefit:</b>	<b>Benefit</b>
Cognitive behavioral therapy	\$15
Occupational therapy	\$15
Physical therapy	\$15
Respiratory therapy	\$15
Speech therapy	\$15
Vocational therapy	\$15
<b>Pain Management Benefit (for Epidural Anesthesia)</b>	\$50
<b>Prosthetic Device Benefit</b>	
One device only	\$500
More than one device	\$1,000



<b>Medical Appliance Benefit:</b>	<b>Benefit</b>
Brace	\$50
Cane	\$50
Crutches	\$50
Walker – expected use less than 1 year	\$100
Walker – expected use 1 year or longer	\$250
Walking boot	\$50
Wheel chair or motorized scooter – expected use less than 1 year	\$100
Wheel chair or motorized scooter – expected use 1 year or longer	\$500
Other medical device used for mobility	\$50
<b>Medical Appliance Benefit Limit:</b>	
Limit for all Medical Appliances combined, per Covered Person, per Accident	\$500
<b>Modification Benefit</b>	\$500
<b>Blood/Plasma/Platelets Benefit</b>	\$300
<b>Inpatient Surgery Benefit:</b>	
Cranial Surgery	\$1,000
Exploratory Surgery	\$100
Hernia repair	\$100
Thoracic cavity or abdominal pelvic cavity Surgery	\$1,000
<b>Outpatient Ambulatory Surgery Benefit</b>	\$150
<b>ACCIDENT - HOSPITAL BENEFITS</b>	<b>Benefit</b>
<b>Accident - Hospital Admission Benefit</b>	
Non-ICU Hospital Admission	\$500
Intensive Care Unit Admission	\$1,000
<b>Accident - Hospital Confinement Benefit</b>	
Non-ICU Hospital Confinement	\$100
Intensive Care Unit Confinement	\$200
<b>Inpatient Rehabilitation Benefit</b>	\$100
<b>OTHER BENEFITS</b>	
<b>Lodging Benefit</b>	\$100

## DEFINITIONS

As used in this Certificate, the terms listed below will have the meanings set forth below. Other terms may be defined where they are used. When defined terms are used in this Certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Accident** means an act or event which:

- is unforeseen, unexpected and unanticipated;
- is definite as to time and place;
- is not a Sickness; and
- occurs while insurance is in effect.

The term Accident includes unavoidable exposure to the elements if such exposure was a direct result of an Accident.

**Actively at Work or Active Work** means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Group Policyholder's place of business;
- an alternate place approved by the Group Policyholder; or
- a place to which the Group Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Group Policyholder approved vacations, holidays or temporary business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Certificate** means this Certificate including any riders attached to it.

**Confined or Confinement** means the assignment to a bed as a resident inpatient in a Hospital (including an Intensive Care Unit of a Hospital) on the advice of a Physician or confinement in an observation area within a Hospital for a period of no less than 20 continuous hours on the advice of a Physician.

**Contribution** means the amount You must pay towards the total premium charged by Us for insurance under this Certificate.

**Covered Person** means You and, if insured under the Group Policy for the insurance described in this Certificate, Your Dependents.

**Dependent** means Your Spouse, Domestic Partner and/or Dependent Child.

**Dependent Child** means the following:

Your biological, adopted, or stepchild who is under age 26.

The term does not include an unborn or stillborn child. No person can be insured under the Group Policy as both an employee and a Dependent Child.

A person cannot be insured as a Dependent Child of more than one employee under the Group Policy. Your adopted child will not be a Dependent Child prior to the date the child is placed in Your home for adoption.

## DEFINITIONS (continued)

**Dependent Insurance** means insurance under this Certificate for Your Dependents.

**Domestic Partner** means each of two people, one of whom is an employee of the Group Policyholder, who:

1. have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
2. are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  - 18 years of age or older;
  - unmarried;
  - the sole domestic partner of the other;
  - sharing a Primary Residence with the other; and
  - not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

No person can be insured under the Group Policy as both an employee and a Domestic Partner.

**Emergency Room** means an area within a Hospital that is dedicated to the provision of emergency care. This area must:

- be staffed and equipped to handle trauma;
- be supervised and provide treatment by Physicians; and
- provide care seven days per week, 24 hours per day.

**Full-Time** means Active Work on the Group Policyholder's regular work schedule for the class of employees to which You belong. The work schedule must be at least 20 hours per week.

**Group Policy** means the policy of insurance issued by Us to the Group Policyholder under which this Certificate is issued.

**Group Policyholder** means Stephens County Board of Education.

**Hospital** means a short-term, acute care, general facility which:

- is primarily engaged in providing, by or under the continuous supervision of Physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- has organized departments of medicine;
- has facilities for major Surgery either on its premises or through contractual arrangement with another Hospital;
- has a requirement that every patient must be under the care of a Physician or dentist;
- provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- is duly licensed by the agency responsible for licensing such Hospitals; and
- is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitative care.

**Injury** means any bodily harm:

- that results directly from an Accident; and
- is not specifically excluded as set forth in the section titled Accident - Exclusions.

## DEFINITIONS (continued)

**Intensive Care Unit or ICU** means a place which:

- is a specifically dedicated area of a Hospital that is restricted to patients who are critically ill or injured and who require intensive, comprehensive monitoring and care;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
- is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- is under close observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis; and
- has a Physician assigned to the intensive care unit on a full-time basis.

The term Intensive Care Unit includes Hospital units with the following names: Intensive Care Unit; Coronary Care Unit; Neonatal Intensive Care Unit; Pulmonary Care Unit; Burn Unit; or Transplant Unit.

**Medical Restriction** means a person is:

- restricted to the person's home under a Physician's care;
- receiving or applying to receive disability benefits from any source;
- an inpatient in a Hospital;
- receiving care in a hospice facility, an intermediate care facility or a long-term care facility; or
- receiving chemotherapy, radiation therapy or dialysis.

**Outpatient Ambulatory Surgery Facility** means a facility mainly engaged in performing outpatient Surgery. It must:

- be accredited as an ambulatory surgery facility by either the Joint Commission or the Accreditation Association for Ambulatory Care;
- be approved as an ambulatory surgery facility by Medicare; or
- meet all of the following criteria:
  - maintains all appropriate licensing for a facility that provides ambulatory Surgery;
  - is staffed by Physicians and nurses, under the supervision of a Physician;
  - has permanent operating and recovery rooms;
  - is staffed and equipped to provide emergency care; and
  - has written back-up arrangements with a local Hospital for emergency care.

**Physician** means:

- a person licensed to practice medicine and prescribe and administer drugs or to perform Surgery in the jurisdiction where such services are performed; or
- a medical practitioner who is licensed to provide a service for which a benefit is payable under this Certificate, according to the laws and regulations of the jurisdiction where such service is performed, and who is acting within the scope of such license.

The term Physician does not include:

- You;
- Your Spouse, Your Domestic Partner or anyone to whom You are related by blood or marriage;
- anyone with whom You are residing;
- Your adopted or stepchild;
- anyone with whom You share a business interest; or
- Your employee.

## DEFINITIONS (continued)

**Primary Residence** means the dwelling where a person lives for the majority of the time, whether the person owns or rents the dwelling.

**Proof** means Written evidence satisfactory to Us that a claimant has satisfied the conditions and requirements for any benefit described in this Certificate. When a claim is made for any benefit described in this Certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Except as provided in the Examinations and Autopsy provisions of this Certificate, Proof must be provided at the claimant's expense.

**Rehabilitation Facility** means a facility that:

- provides rehabilitation care services on an inpatient basis; and
- maintains all required licenses and certifications.

Rehabilitation care services consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by an Injury to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Physicians.

The term Rehabilitation Facility does not include:

- a nursing home;
- an extended care facility, unless the Covered Person is receiving rehabilitation care services at the extended care facility;
- a skilled nursing facility;
- a rest home or home for the aged;
- a hospice care facility;
- a place for alcoholics or drug addicts; or
- an assisted living facility.

**Schedule** means the Schedule of Insurance that appears in this Certificate, and the Covered Person Specifications page.

**Sickness** means:

- a physical illness, physical infirmity or physical disease;
- pregnancy; or
- infection, but not an infection received through an accidental cut or wound.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record. The signature may be transmitted by paper or electronic media, provided it is consistent with applicable law.

**Spouse** means Your lawful spouse. No person can be insured under the Group Policy as both an employee and a Spouse.

**Surgery** means a procedure performed by a Physician involving an incision of the Covered Person's skin or tissue that, in and of itself, is intended to be curative, palliative or exploratory.

## **DEFINITIONS (continued)**

**Urgent Care Facility** means a health care facility that:

- is separate from a Hospital or a separate unit within a Hospital; and
- its primary purpose is the offering and provision of immediate, short-term medical care, for urgent care.

**United States** means the United States of America, its territories and its possessions.

**We, Us** and **Our** mean Metropolitan Life Insurance Company.

**Write, Written** or **Writing** means a record that may be transmitted by paper or electronic media, and that is consistent with applicable law.

**You** and **Your** means an employee who is insured under the Group Policy for the insurance described in this Certificate.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

### **ELIGIBLE CLASS**

#### **CLASS 1**

All Active Full-Time Employees.

### **DATE YOU ARE ELIGIBLE FOR INSURANCE**

You may only become eligible for the insurance available for Your eligible class.

If You are in an eligible class on the date insurance becomes available for the class, You will be eligible for insurance on the date You complete any applicable eligibility waiting period set by the Group Policyholder.

If You enter an eligible class after the date insurance becomes available to members of that class, You will be eligible for insurance on the date You complete any applicable eligibility waiting period set by the Group Policyholder.

### **ENROLLMENT PROCESS**

If You are eligible for insurance, You may enroll for such insurance by completing the required form. You must also provide Written permission to deduct Contributions from Your pay for such insurance, if You are required to make such Contributions.

### **DATE YOUR INSURANCE TAKES EFFECT**

Provided that You are Actively at Work in an eligible class, insurance under this Certificate will take effect for You on the Certificate effective date.

If You are not Actively at Work in an eligible class on the date insurance would otherwise take effect under the above paragraph, insurance will take effect on the date You return to Active Work in an eligible class.

### **BENEFIT INCREASES**

If You are insured under this Certificate at the time a benefit increase is offered for Your eligible class, You may complete the form required to elect the benefit increase. If You do, provided that You are Actively at Work in an eligible class, the benefit increase will take effect on the later of:

- the date it is scheduled to go into effect for Your eligible class; and
- the date You complete the form required to elect the benefit increase.

If You are not Actively at Work in an eligible class on the date the benefit increase would otherwise take effect under the above paragraph, Your benefit increase will take effect on the date You return to Active Work in a class that is eligible for the benefit increase.

## **ELIGIBILITY PROVISIONS: DEPENDENT INSURANCE**

### **ELIGIBLE CLASSES FOR DEPENDENT INSURANCE**

All Class 1 employees of the Group Policyholder as specified in the Eligibility Provisions: Insurance For You section of this Certificate are eligible for Dependent Insurance.

A Dependent will not be eligible while the Dependent:

- is serving in the armed forces, or any auxiliary units of the armed forces, of any country; or
- lives outside of the United States, Canada or Mexico for more than 12 consecutive months.

### **DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE**

If You are in a class of employees who are eligible for Dependent Insurance on the date Your insurance takes effect, You will be eligible for Dependent Insurance on the later of the following:

- the date Your insurance takes effect; and
- the date an individual becomes Your first Dependent.

If You enter a class of employees who are eligible for Dependent Insurance after the date Your insurance takes effect, You will be eligible for Dependent Insurance on the later of the following:

- the date You enter a class eligible for Dependent Insurance; and
- the date an individual becomes Your first Dependent.

### **ENROLLMENT PROCESS**

Except as provided in the Newborn Children provision, if You become eligible for Dependent Insurance, You may enroll for such insurance by providing Us with the information We require for each Dependent to be insured. You must also provide Written permission to deduct Contributions from Your pay for Dependent Insurance, if You are required to make such Contributions.

### **DATE DEPENDENT INSURANCE TAKES EFFECT**

Except as provided in the Newborn Children provision, Dependent Insurance for a Dependent who is not under a Medical Restriction will take effect on the later of:

- the date You are eligible for Dependent Insurance; and
- the date You complete the form required to enroll that Dependent.

Except as provided in the Newborn Children provision, if the Dependent is under a Medical Restriction on the date insurance for such Dependent would otherwise take effect, insurance for the Dependent will take effect on the date the Dependent is no longer under a Medical Restriction.

### **NEWBORN CHILDREN**

A Dependent Child born to You while insurance is in effect under this Certificate will be covered for 31 days from the moment of such Dependent Child's birth. To continue coverage beyond the first 31 days You must notify Us of the child's birth and give Written permission to deduct Contributions from Your pay for Dependent Insurance for the newborn child.

### **BENEFIT INCREASES**

If a Dependent is insured under this Certificate at the time a benefit increase is offered for Your eligible class, You may complete the form required to elect the benefit increase. If You do, provided that the Dependent is not under a Medical Restriction on that date, the benefit increase will take effect for that Dependent on the later of:

- the date it is scheduled to go into effect for Your eligible class; and
- the date You complete the form required to elect the benefit increase.

If the Dependent is under a Medical Restriction on that date, the benefit increase will take effect on the date the Dependent is no longer under a Medical Restriction.



## ACCIDENTAL DEATH BENEFITS

Payment of the Accidental Death Benefits described in this section is subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.

### BASIC ACCIDENTAL DEATH BENEFIT

We will pay the applicable Basic Accidental Death Benefit shown in the Schedule for a Covered Person's death if:

- the death results directly from an Accident; and
- the death occurs within 180 days following the Accident.

### Reduction of the Basic Accidental Death Benefit

The Basic Accidental Death Benefit will be reduced by the following if paid for Injuries sustained by the Covered Person in the same Accident that resulted in the Covered Person's death:

- the amount of any benefits paid under the Accidental Dismemberment/Functional Loss/Paralysis Benefits section of this Certificate; and
- the Modification Benefit under the Accident – Medical Treatment & Services Benefits section of this Certificate.

### ACCIDENTAL DEATH - COMMON CARRIER BENEFIT

We will pay the applicable Accidental Death – Common Carrier Benefit shown in the Schedule, instead of the Basic Accidental Death Benefit for a Covered Person's death if:

- the death results directly from an Accident sustained by the Covered Person while:
  - a fare paying passenger on a Common Carrier; or
  - a passenger on public transportation that is a Common Carrier, for which there is no fare; and
- the death occurs within 180 days following the Accident.

We will not pay both the Accidental Death - Common Carrier Benefit and the Basic Accidental Death Benefit for the same Covered Person.

**Common Carrier** means airplanes, trains, buses, trolleys, subways, and boats that:

- run on a regularly scheduled basis between predetermined points or cities; and
- are operated by a government regulated entity.

The term Common Carrier does not include taxis, limousines or privately chartered vehicles.

### Reduction of the Accidental Death – Common Carrier Benefit

The Accidental Death – Common Carrier Benefit will be reduced by the following if paid for Injuries sustained by the Covered Person in the same Accident that resulted in the Covered Person's death:

- the amount of any benefits paid under the Accidental Dismemberment/Functional Loss/Paralysis Benefits section of this Certificate; and
- the Modification Benefit under the Accident – Medical Treatment & Services Benefits section of this Certificate.

## ACCIDENTAL DISMEMBERMENT / FUNCTIONAL LOSS / PARALYSIS BENEFITS

Payment of the Accidental Dismemberment/Functional Loss/Paralysis Benefits described in this section are subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.

### BASIC DISMEMBERMENT / FUNCTIONAL LOSS BENEFIT OR CATASTROPHIC DISMEMBERMENT / FUNCTIONAL LOSS BENEFIT

If a Covered Person sustains an Injury that is a Dismemberment or Functional Loss, We will pay the Basic Dismemberment/Functional Loss Benefit or the Catastrophic Dismemberment / Functional Loss Benefit shown in the Schedule that applies to the type of Dismemberment or Functional Loss the Covered Person sustained, subject to all of the following:

- The Dismemberment or Functional Loss must be documented by a Physician within 180 days after the Accident Occurs.
- In order for the Catastrophic Dismemberment / Functional Loss Benefit to be payable, the Injuries that qualify for such benefit must have been sustained by the Covered Person in a single Accident.
- If a Covered Person sustains an Injury that is a Dismemberment or Functional Loss that falls under more than one classification on the Schedule, We will only pay the benefit that applies to the classification that pays the highest benefit.

**Dismemberment** means any of the following:

- Loss of an arm: the arm is permanently severed at or above the elbow.
- Loss of a hand: the hand is permanently severed at or above the wrist joint.
- Loss of a finger: the finger is permanently severed at the joint proximate to the first interphalangeal joint where it is attached to the hand.
- Loss of a foot: the foot is permanently severed at or above the ankle joint.
- Loss of a leg: the leg is permanently severed at or above the knee.
- Loss of a toe: the toe is permanently severed at the joint proximate to the first interphalangeal joint where it is attached to the foot.

**Functional Loss** means any of the following:

- Loss of hearing: permanent deafness in at least one ear, such that it cannot be corrected to any functional degree by any procedure, aid or device. Loss of hearing must last for a continuous period of not less than 90 days as confirmed by a Physician.
- Loss of sight: permanent loss of sight in an eye. With correction, visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees. Loss of sight must last for a continuous period of not less than 90 days as confirmed by a Physician.
- Loss of ability to speak: total and permanent loss of audible communication, if such loss cannot be corrected to any functional degree by any procedure, aid or device. Loss of ability to speak must last for a continuous period of not less than 90 days as confirmed by a Physician.

## **PARALYSIS BENEFIT**

If a Covered Person sustains an Injury that is Paralysis, We will pay the Paralysis Benefit shown in the Schedule that applies to the type of Paralysis that the Covered Person sustained, subject to all of the following:

- Paralysis must be documented by a Physician within 180 days after the Accident occurs.
- If a Covered Person sustains an Injury that is Paralysis that falls under more than one classification on the Schedule, We will only pay the benefit that applies to the classification that pays the highest benefit.

**Paralysis** means the permanent total and irrecoverable loss of movement of two or more limbs:

- that has lasted for a continuous period of not less than 90 days as confirmed by a Physician; or
- as a result of transected spinal cord with supporting clinical and radiological evidence and no expectation of return to function.

The term Paralysis does not include a Dismemberment or Coma.

## ACCIDENTAL INJURY BENEFITS

Payment of the Accidental Injury Benefits described in this section are subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.

### FRACTURE BENEFIT

If a Covered Person sustains an Injury that is a Fracture, We will pay the Fracture Benefit, shown in the Schedule, that is applicable to the type of Fracture sustained by the Covered Person, subject to all of the following:

- The Injury must be diagnosed and treated as a Fracture by a Physician within 180 days after the Accident occurs.
- The Fracture must require, and be corrected by, open (surgical) or closed (non-surgical) reduction by a Physician. Closed reduction includes immobilization.
- We will pay no more than one Fracture Benefit per bone, per Accident.
- If more than one bone is Fractured in a single Accident, the amount We will pay for all Fractures combined will be no more than 2 times the highest Fracture Benefit that would otherwise be payable for any one of the bones involved.
- The Chip Fracture Benefit will be 25% of the Fracture Benefit shown in the Schedule for the bone involved.
- If the same Fracture is treated with both open reduction and closed reduction, We will pay no more than the Fracture Benefit payable for the open reduction.

**Fracture** means a break in a bone of a body part that is listed on the Schedule under Fracture Benefit, which can be detected by an x-ray or a similar diagnostic exam.

**Chip Fracture** means a Fracture in which a small fragment of the bone is broken off.

### DISLOCATION BENEFIT

If a Covered Person sustains an Injury that is a Dislocation, We will pay the Dislocation Benefit, shown in the Schedule, that is applicable to the type of Dislocation the Covered Person sustained, subject to all of the following:

- The Injury must be diagnosed and treated as a Dislocation by a Physician within 180 days after the Accident occurs.
- The Dislocation must require, and be corrected by, open (surgical) or closed (non-surgical) reduction by a Physician.
- If more than one joint is Dislocated in a single Accident, the amount We will pay for all Dislocations combined will be no more than 2 times the highest Dislocation Benefit that would otherwise be payable for any one of the joints involved.
- The Partial Dislocation Benefit will be 25% of the Dislocation Benefit shown in the Schedule for a Full Dislocation of the joint involved.
- If a Partial Dislocation Benefit was paid, or becomes payable, and the Covered Person subsequently sustains an Injury that is a Full Dislocation, We will reduce what We pay for the Full Dislocation by the amount that was paid, or is payable, for the Partial Dislocation.
- For each joint, We will pay no more than one Full Dislocation Benefit amount for all Injuries combined that are Dislocations of that same joint, regardless of whether the Injuries are sustained in the same Accident. Once the Covered Person has received an amount equal to one Full Dislocation Benefit for a joint, no further Dislocation Benefits will be paid for that same joint, even if the Covered Person subsequently sustains an Injury that is a Dislocation of that same joint in a new Accident.
- We will only pay benefits for those Dislocations specifically listed in the Schedule.

**Dislocation** means a separated joint of a body part that is listed on the Schedule under Dislocation Benefit. The term Dislocation does not include vertebral subluxation complex (misaligned vertebrae).

**Full Dislocation** means a Dislocation in which the joint is completely separated.

**Partial Dislocation** means a Dislocation in which the joint is not completely separated.

## **ACCIDENTAL INJURY BENEFITS (continued)**

### **BURN BENEFIT**

If a Covered Person sustains an Injury that is a second or third degree burn, We will pay the Burn Benefit, shown in the Schedule, that is applicable to the size and severity of the burn, subject to all of the following:

- The burn must be treated by a Physician within 96 hours after the Accident occurs.
- If a burn meets more than one of the burn classifications shown in the Schedule, the amount We pay will be based on the classification of the burn that pays the highest benefit.
- We will pay the Burn Benefit no more than one time per Covered Person, per Accident.
- No benefit is payable for a first degree burn.

### **SKIN GRAFT BENEFIT**

We will pay the applicable Skin Graft Benefit shown in the Schedule if a Covered Person receives a skin graft for a burn for which We paid a Burn Benefit. We will pay a Skin Graft Benefit no more than one time per Covered Person, per Accident.

### **CONCUSSION BENEFIT**

If a Covered Person sustains an Injury that is a concussion, We will pay the Concussion Benefit shown in the Schedule, subject to all of the following:

- The Injury must be diagnosed as a concussion by a Physician within 96 hours after the Accident occurs.
- We will pay the Concussion Benefit no more than one time per Covered Person, per calendar year.

### **COMA BENEFIT**

If a Covered Person sustains an Injury that is a Coma, We will pay the Coma Benefit shown in the Schedule, subject to both of the following:

- The Coma must begin within 180 days after the Accident occurs.
- We will pay the Coma Benefit no more than one time per Covered Person, per Accident.

**Coma** means a continuous state of profound unconsciousness lasting for a period of 14 or more consecutive days, characterized by the absence of purposeful response to commands, including:

- eye opening;
- verbal response; and
- motor response.

### **RUPTURED DISC WITH SURGICAL REPAIR BENEFIT**

If a Covered Person sustains an Injury that is a Ruptured Disc and undergoes Surgery to repair it, We will pay the Ruptured Disc with Surgical Repair Benefit shown in the Schedule, subject to all of the following:

- The Covered Person must be treated by a Physician for the Ruptured Disc within 180 days after the Accident occurs.
- The Surgery to repair the Ruptured Disc must be performed by a Physician within 365 days after the Accident occurs.
- We will pay the Ruptured Disc with Surgical Repair Benefit no more than 1 time per Covered Person, per Accident.

**Ruptured Disc** means a tear in the spinal disc capsule. It does not include a bulging disc.

## **ACCIDENTAL INJURY BENEFITS (continued)**

### **TORN CARTILAGE IN KNEE BENEFIT**

If a Covered Person sustains an Injury that is torn cartilage in the knee (meniscus) and undergoes Surgery to repair or explore it, We will pay the Torn Cartilage in Knee Benefit, shown in the Schedule, that is applicable to the type of Surgery performed as follows:

- if the Surgery performed is to repair the knee, We will pay the Torn Cartilage in Knee Benefit with surgical repair; and
- if the Surgery performed is exploratory Surgery and either no repair is done or the cartilage is shaved or trimmed, We will pay the Torn Cartilage in Knee Benefit for exploratory Surgery without repair.

Payment of the Torn Cartilage in Knee Benefit is subject to all of the following:

- The Covered Person must be treated by a Physician for the torn cartilage in the knee within 180 days after the Accident occurs.
- Surgery must be performed by a Physician on the knee within 365 days after the Accident occurs.
- We will pay the Torn Cartilage in Knee Benefit no more than 1 time per Covered Person, per Accident.

### **LACERATION BENEFIT**

If a Covered Person sustains an Injury that is a Laceration and receives treatment from a Physician to repair it, We will pay the Laceration Benefit, shown in the Schedule, that is applicable to the length of the Laceration and the treatment received as follows:

- if the Laceration is repaired with stitches, We will pay the Laceration Benefit repaired with stitches; or
- if the Laceration is not repaired with stitches, We will pay the Laceration Benefit repaired without stitches.

Payment of the Laceration Benefit is subject to all of the following:

- The Laceration must be treated by a Physician within 96 hours after the Accident occurs.
- A Laceration repaired with sutures or staples will be deemed to be a Laceration repaired with stitches for purposes of this Laceration Benefit.
- If the Covered Person has more than one Laceration, the amount We pay will be based on the total length of all Lacerations received in any one Accident that are repaired with stitches. If some, but not all, of the Lacerations require repair with stitches, We will not pay any benefit for the Laceration or Lacerations that are repaired without stitches.
- We will pay the Laceration Benefit no more than one time per Covered Person, per Accident and no more than 3 times per Covered Person, per calendar year.

**Laceration** means a cut.

### **TORN, RUPTURED OR SEVERED TENDON / LIGAMENT / ROTATOR CUFF BENEFIT**

If a Covered Person sustains an Injury that is a torn, ruptured or severed tendon, ligament or rotator cuff and undergoes Surgery to explore or repair it; We will pay the Torn, Ruptured or Severed Tendon/Ligament/Rotator Cuff Benefit shown in the Schedule, that is applicable to the type of Surgery performed as follows:

- if the Surgery is performed to repair the tendon, ligament or rotator cuff, the benefit We will pay will be for torn, ruptured, or severed tendon, ligament or rotator cuff with surgical repair; or
- if the Surgery performed is exploratory Surgery and no repair is done, the benefit We will pay will be for exploratory Surgery without repair.

Payment of the Torn, Ruptured or Severed Tendon / Ligament / Rotator Cuff Benefit is subject to all of the following:

- The Covered Person must be treated by a Physician for the torn, ruptured or severed tendon, ligament or rotator cuff within 180 days after the Accident occurs.
- Surgery must be performed by a Physician on the tendon, ligament or rotator cuff within 365 days after the Accident.
- We will pay the Torn, Ruptured or Severed Tendon / Ligament / Rotator Cuff Benefit no more than one time per Covered Person, per Accident.

## **ACCIDENTAL INJURY BENEFITS (continued)**

### **BROKEN TOOTH BENEFIT**

If a Covered Person sustains an Injury that is a broken tooth and the tooth is repaired by a dental crown or filling, or is extracted, We will pay the Broken Tooth Benefit, shown in the Schedule, that is applicable to the dental crown, filling and/or extraction, subject to all of the following:

- No benefit will be payable for an Injury to a tooth that is not a sound, natural tooth.
- No benefit will be payable for an Injury caused by biting or chewing.
- The dental services must begin within 180 days after the Accident occurs.
- Regardless of the number of teeth involved, We will pay the Broken Tooth Benefit for no more than 1 dental crown, no more than 1 dental filling, and no more than 1 dental extraction per Covered Person, per Accident.

### **EYE INJURY BENEFIT**

If a Covered Person sustains an Injury to an eye, We will pay the Eye Injury Benefit shown in the Schedule, subject to both of the following:

- The Injury to the eye must require Surgery or the removal of a foreign object by a Physician within 180 days after the Accident occurs.
- We will pay the Eye Injury Benefit no more than 1 time per Covered Person, per Accident and no more than 3 times per Covered Person, per calendar year.

## **ACCIDENT - MEDICAL TREATMENT & SERVICES BENEFITS**

**Payment of the Accident – Medical Treatment and Services Benefits described in this section are subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.**

### **AIR AMBULANCE BENEFIT**

We will pay the Air Ambulance Benefit shown in the Schedule if a licensed professional air ambulance service is required to transport a Covered Person by air to or from a Hospital or between medical facilities, where treatment for an Injury is received, subject to both of the following:

- The air ambulance transportation must be within 90 days after the Accident occurs.
- We will pay the Air Ambulance Benefit no more than 1 time per Covered Person, per Accident.

### **GROUND AMBULANCE BENEFIT**

We will pay the Ground Ambulance Benefit shown in the Schedule if a licensed professional ambulance service is required to transport a Covered Person by ground to or from a Hospital or between medical facilities, where treatment for an Injury is received, subject to both of the following:

- The ambulance transportation must be within 90 days after the Accident occurs.
- We will pay the Ground Ambulance Benefit no more than 1 time per Covered Person, per Accident.

### **EMERGENCY CARE BENEFIT OR NON-EMERGENCY INITIAL CARE BENEFIT**

If a Covered Person sustains an Injury and receives initial care from a Physician for the Injury in an Emergency Room, a Physician's office, or an Urgent Care Facility, within 96 hours after the Accident occurs, We will pay the Emergency Care Benefit, shown in the Schedule that is applicable to the place where care is received.

If a Covered Person sustains an Injury and receives initial care from a Physician for the Injury in an Emergency Room, a Physician's office, or an Urgent Care Facility, more than 96 hours but less than 180 days after the Accident occurs, We will pay the Non-Emergency Initial Care Benefit shown in the Schedule.

Payment of the Emergency Care Benefit and the Non-Emergency Initial Care Benefit is subject to both of the following:

- We will never pay both the Emergency Care Benefit and the Non-Emergency Care Benefit for the same Covered Person, for the same Accident.
- If We pay either the Emergency Care Benefit or the Non-Emergency Initial Care Benefit, We will pay the benefit no more than one time per Covered Person, per Accident.

### **MEDICAL TESTING BENEFIT**

If a Covered Person sustains an Injury and receives any of the following medical tests to evaluate the Injury, We will pay the Medical Testing Benefit shown in the Schedule:

- x-rays;
- magnetic resonance imaging (MRI) or magnetic resonance (MR);
- ultrasound;
- nerve conduction velocity test (NCV);
- computed tomography scan (CT) or computed axial tomography (CAT); or
- electroencephalogram (EEG).

Payment of the Medical Testing Benefit is subject to both of the following:

- The test must be ordered by a Physician and be performed within 180 days after the Accident occurs.
- We will pay the Medical Testing Benefit no more than 1 time per Covered Person, per Accident.



## **ACCIDENT – MEDICAL TREATMENT & SERVICES BENEFITS (continued)**

### **PHYSICIAN FOLLOW-UP VISIT BENEFIT**

If a Covered Person sustains an Injury and receives follow-up care, for the Injury, that is recommended by a Physician or is a second opinion, We will pay the Physician Follow-Up Visit Benefit shown in the Schedule, subject to all of the following:

- Treatment must:
  - begin within 180 days after the Accident occurs and be provided within 365 days after the Accident occurs;
  - be specific to the Injury;
  - occur on an outpatient basis in a Physician's office, Urgent Care Facility or Hospital; and
  - not be for routine examinations, preventive testing, or any treatment for which a benefit is payable under the Therapy Services Benefit.
- We will pay the Physician Follow-Up Visit Benefit no more than:
  - 2 times per Covered Person, per Accident; and
  - 6 times per Covered Person, per calendar year.

### **TRANSPORTATION BENEFIT**

We will pay the Transportation Benefit shown in the Schedule when a Covered Person travels more than 50 miles one way for follow-up treatment of an Injury for which We pay a benefit under this Certificate at a Hospital or other treatment facility, subject to all of the following:

- Mileage is measured from the Covered Person's Primary Residence to the facility where the follow-up treatment is provided.
- The follow-up treatment must be prescribed by a Physician and not available within 50 miles of the Covered Person's Primary Residence.
- You must submit Proof that the follow-up treatment was provided.
- We will not pay the Transportation Benefit if the Ground Ambulance Benefit or Air Ambulance Benefit is payable for the trip.
- We will pay the Transportation Benefit no more than:
  - 1 time per Covered Person, per Accident; and
  - 3 times per Covered Person, per calendar year.

### **THERAPY SERVICES BENEFIT**

If a Covered Person sustains an Injury and receives Therapy Services, We will pay the Therapy Services Benefit shown in the Schedule that applies to the type of Therapy Service received, subject to all of the following:

- Therapy Services must:
  - begin within 180 days and be provided within 365 days after the Accident occurs;
  - be provided on an outpatient basis;
  - be prescribed by a Physician; and
  - be provided by a practitioner licensed to provide the type of Therapy Services provided and operating within the scope of such license.
- We will pay the Therapy Services Benefit for Therapy Services received no more than 10 times per Covered Person, per Accident.
- We will not pay a Therapy Services Benefit for Therapy Services received by the Covered Person on the same day for which the Inpatient Rehabilitation Benefit is payable under the Accident – Hospital Benefits section of this Certificate.

**Therapy Services** means any of the following:

- cognitive behavioral therapy;
- occupational therapy;
- physical therapy;
- respiratory therapy;
- speech therapy; and
- vocational therapy.

## **ACCIDENT – MEDICAL TREATMENT & SERVICES BENEFITS (continued)**

### **PAIN MANAGEMENT BENEFIT (FOR EPIDURAL ANESTHESIA)**

If a Covered Person sustains an Injury and receives epidural anesthesia to manage the pain from the Injury, We will pay the Pain Management Benefit shown in the Schedule, subject to both of the following:

- We will not pay a benefit for epidural anesthesia administered more than 180 days after the Accident occurs.
- We will pay the Pain Management Benefit no more than 1 time per Covered Person, per Accident.

### **PROSTHETIC DEVICE BENEFIT**

If a Covered Person sustains an Injury that is a loss of a limb, hand, foot or sight in an eye and receives a Prosthetic Device as a result of the loss, We will pay the Prosthetic Device Benefit, shown in the Schedule, that is applicable to the number of Prosthetic Devices the Covered Person receives, subject to all of the following:

- The Prosthetic Device must be received within 365 days after the Accident occurs.
- No benefit will be payable for replacement of a Prosthetic Device.
- No benefit will be payable for more than one Prosthetic Device for the same body part.
- We will not pay the Prosthetic Device Benefit for a joint replacement such as an artificial hip or knee.
- We will pay the Prosthetic Device Benefit no more than 1 time per Covered Person, per Accident.

**Prosthetic Device** means an artificial device that replaces a missing body part. The term Prosthetic Device does not include hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as wigs.

### **MEDICAL APPLIANCE BENEFIT**

If a Covered Person sustains an Injury for which a Physician prescribes the use of a Medical Appliance as an aid in personal locomotion or mobility, We will pay the Medical Appliance Benefit, shown in the Schedule, for the type of Medical Appliance that the Physician prescribes, subject to all of the following:

- The use of such Medical Appliance must begin within 180 days after the Accident occurs.
- The amount We will pay for all Medical Appliances combined, per Covered Person, per Accident, will be no more than the Medical Appliances Benefit Limit shown in the Schedule.
- We will not pay the Medical Appliance Benefit for the replacement of a Medical Appliance.

**Medical Appliance** means any of the following:

- brace for the neck, back or leg;
- cane;
- crutches;
- walker;
- walking boot that extends above the ankle;
- wheelchair or motorized scooter for medical purposes; and
- any other medical device used for mobility.

### **MODIFICATION BENEFIT**

If a Covered Person sustains an Injury which is a Dismemberment, Functional Loss or Paralysis for which We paid a benefit under this Certificate, We will pay the Modification Benefit shown in the Schedule for modifications made to the Covered Person's Primary Residence or vehicle, subject to all of the following:

- A Physician must certify that because of the Injury, the modification is necessary to help enable the Covered Person to live in his or her Primary Residence or travel in his or her primary vehicle.
- The modification must be made within 365 days after the Accident occurs.
- We will pay the Modification Benefit no more than one time per Covered Person, per Accident.

## **ACCIDENT – MEDICAL TREATMENT & SERVICES BENEFITS (continued)**

### **BLOOD / PLASMA / PLATELETS BENEFIT**

If a Covered Person sustains an Injury for which the Covered Person receives a transfusion of blood, plasma or platelets, We will pay the Blood/Plasma/Platelets Benefit shown in the Schedule, subject to both of the following:

- The blood, plasma or platelets must be prescribed by a Physician on an emergency basis or provided while the Covered Person is undergoing Surgery and must be administered within 180 days after the Accident.
- We will pay the Blood/Plasma/Platelets Benefit no more than one time per Covered Person, per Accident.

### **INPATIENT SURGERY BENEFIT**

If a Covered Person undergoes Covered Surgery to treat an Injury while the Covered Person is Confined as an inpatient in a Hospital, We will pay the Inpatient Surgery Benefit, shown in the Schedule, for the type of Covered Surgery the Covered Person undergoes, subject to all of the following:

- The Covered Person must seek treatment for the Injury within 180 days after the Accident occurs.
- The Surgery must be performed within 365 days after the Accident occurs.
- If a Covered Person has open abdominal and hernia Surgery, or open thoracic and hernia Surgery as a result of the same Accident, the benefit We pay will be based on the abdominal or thoracic Surgery and We will not pay a benefit for the hernia Surgery.
- If a Covered Person has exploratory Surgery at the same time as any other type of Covered Surgery, We will not pay a benefit for the exploratory Surgery.
- We will not pay the Inpatient Surgery Benefit if any of the following Benefits are payable for the same Surgery:
  - Broken Tooth Benefit;
  - Eye Injury Benefit;
  - Ruptured Disc with Surgical Repair Benefit;
  - Skin Graft Benefit;
  - Torn Cartilage in Knee Benefit; or
  - Torn, Ruptured or Severed Tendon / Ligament / Rotator Cuff Benefit.

**Covered Surgery** means:

- cranial Surgery;
- exploratory Surgery;
- hernia repair; or
- thoracic cavity and abdominal pelvic cavity Surgery.

### **OUTPATIENT AMBULATORY SURGERY BENEFIT**

If a Covered Person sustains an Injury and undergoes Surgery required to treat the Injury in an Outpatient Ambulatory Surgery Facility, We will pay the Outpatient Ambulatory Surgery Benefit shown in the Schedule, subject to all of the following:

- The Covered Person must seek treatment for the Injury within 180 days after the Accident occurs.
- The Surgery must be performed in an Outpatient Surgery Facility within 365 days after the Accident occurs.
- We will pay the Outpatient Ambulatory Surgery Benefit no more than one time, per Covered Person, per Accident.

## **ACCIDENT - HOSPITAL BENEFITS**

**Payment of the Accident - Hospital Benefits described in this section are subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.**

### **ACCIDENT – HOSPITAL ADMISSION BENEFIT**

If a Covered Person is admitted to a Hospital for treatment of an Injury, We will pay the Accident - Hospital Admission Benefit shown in the Schedule that applies to the type of Hospital admission, subject to all of the following:

- In order for the Accident - Hospital Admission Benefit to be payable for a non-ICU Hospital admission, admission must occur within 180 days after the Accident occurs.
- In order for the Accident - Hospital Admission Benefit to be payable for an Intensive Care Unit admission, admission to the Intensive Care Unit must occur within 180 days after the Accident occurs.
- This benefit does not apply to Emergency Room treatment, outpatient treatment, or a stay of less than 20 hours in an observation area.
- We will only pay one Accident - Hospital Admission Benefit per Covered Person, per Accident. If the Covered Person moves from or to an Intensive Care Unit after initial admission to a Hospital, We will not pay an additional Accident - Hospital Admission Benefit.

### **ACCIDENT - HOSPITAL CONFINEMENT BENEFIT**

If a Covered Person is Confined in a Hospital for treatment of an Injury, We will pay the Accident - Hospital Confinement Benefit shown in the Schedule that applies to the type of Hospital Confinement for each day the Covered Person is Confined in the Hospital, subject to all of the following:

- In order for the Accident - Hospital Confinement Benefit to be payable for a non-ICU Hospital Confinement, the initial Confinement must begin within 180 days after the Accident occurs.
- In order for the Accident - Hospital Confinement Benefit to be payable for an Intensive Care Unit Confinement, the initial Confinement must begin within 180 days after the Accident occurs.
- For a non-ICU Hospital Confinement, the Accident - Hospital Confinement Benefit is payable for up to 31 days per Covered Person, per Accident, and may be used over a two-year period following the date of the Accident.
- For an Intensive Care Unit Confinement, the Hospital Confinement Benefit is payable for up to 31 days per Covered Person, per Accident, and may be used over a two-year period following the date of the Accident.
- We will pay the Accident – Hospital Confinement Benefit for only one Hospital Confinement at a time, even if the Confinement is caused by more than one Accident.
- We will only pay one Accident - Hospital Confinement Benefit per day. If the Covered Person has a non-ICU Hospital Confinement and an Intensive Care Unit Confinement on the same day, We will only pay the Accident - Hospital Confinement Benefit that applies to Intensive Care Unit Confinement.
- If a Covered Person exhausts the Accident – Hospital Confinement Benefit that applies to Confinement in an Intensive Care Unit and remains Confined in an Intensive Care Unit, the Covered Person may still be eligible for the Accident – Hospital Confinement Benefit that applies to a non-ICU Hospital Confinement.

### **INPATIENT REHABILITATION BENEFIT**

If a Covered Person is transferred to a Rehabilitation Facility immediately after a period of Confinement for treatment of an Injury for which We paid an Accident – Hospital Confinement Benefit, We will pay the Inpatient Rehabilitation Benefit shown in the Schedule, subject to all of the following:

- We will pay the Inpatient Rehabilitation Benefit for each day of the Covered Person's continuous stay as a resident inpatient in a Rehabilitation Facility, up to a maximum stay of 15 days per Covered Person, per Accident but not to exceed 30 days per calendar year.
- The Covered Person's inpatient stay in the Rehabilitation Facility must start within 365 days after the Accident.
- After the Covered Person is discharged from the Rehabilitation Facility, We will not pay the Inpatient Rehabilitation Benefit for a subsequent admission to a Rehabilitation Facility for treatment of the same Injury for which We already paid the Inpatient Rehabilitation Benefit.
- We will not pay the Inpatient Rehabilitation Benefit for any day for which We paid an Accident – Hospital Confinement Benefit.

## OTHER BENEFITS

Payment of the Other Benefits described in this section are subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.

### LODGING BENEFIT

If a Covered Person is Confined in a Hospital for treatment of an Injury, and a companion who accompanies the Covered Person while the Covered Person is so Confined stays in a Lodging for which a charge is made, We will pay the Lodging Benefit shown in the Schedule subject to all of the following:

- We will pay the Lodging Benefit for each day the companion stays in a Lodging while the Covered Person is Confined in a Hospital for treatment of an Injury, and for the 24 hours following the Hospital Confinement.
- We will pay the Lodging Benefit for up to 31 days per calendar year.
- The Lodging Benefit is only payable on account of a Hospital Confinement for which We are paying an Accident - Hospital Confinement Benefit.
- You must submit Proof that the companion incurred an expense for staying at a Lodging.

**Lodging** means an establishment licensed under the laws where it is located, such as a motel, hotel, or other facility that provides sleeping accommodations to the general public in exchange for a fee and is located at least 50 miles from the Covered Person's Primary Residence.

## ACCIDENT – EXCLUSIONS

The exclusions set forth in this section apply to the benefits described in the following sections of this Certificate:

- ACCIDENTAL DEATH BENEFITS
- ACCIDENTAL DISMEMBERMENT / FUNCTIONAL LOSS / PARALYSIS BENEFITS
- ACCIDENTAL INJURY BENEFITS
- ACCIDENT – MEDICAL TREATMENT & SERVICES BENEFITS
- ACCIDENT – HOSPITAL BENEFITS

We will not pay benefits for any loss for a Covered Person caused by the Covered Person's Sickness, or the diagnosis or treatment of such Sickness, except for the Covered Person's use of:

- any drug, medication or sedative that is taken or used as prescribed by a Physician; or
- an "over the counter" drug, medication or sedative taken as directed.

We will not pay benefits for any loss for a Covered Person caused or contributed to by:

- the Covered Person's voluntary use, by any means, of:
  - any drug, medication or sedative, unless it is:
    - taken or used as prescribed by a Physician; or
    - an "over the counter" drug, medication or sedative taken as directed;
  - alcohol in combination with any drug, medication, or sedative; or
  - poison, gas, or fumes;
- the Covered Person's suicide or attempted suicide (while sane or insane);
- the Covered Person's intentionally self-inflicted injury;
- war, whether declared or undeclared; or act of war;
- the Covered Person's active participation in an insurrection, rebellion, riot, or terrorist act;
- the Covered Person's engagement in any activity that constitutes a felony under the laws of the jurisdiction in which the activity occurred;
- the Covered Person's infection, other than infection occurring in an external wound resulting from an Injury;
- food poisoning;
- the Covered Person's operation, while intoxicated, of a motor vehicle involved in the incident. For purposes of this exclusion:
  - intoxicated means that the Insured's blood alcohol level met or exceeded .08%; and
  - motor vehicle means any vehicle that is powered by a motor, including, but not limited to: an automobile; a boat; a motorcycle; a truck; an all terrain vehicle; or a snow mobile;
- dental or plastic Surgery for cosmetic purposes, except when such Surgery is performed to:
  - treat an Injury;
  - correct a disorder of normal bodily function or structure that was caused by an Injury for which coverage is not otherwise excluded under this Certificate; or
  - reconstruct a part of the body which was disfigured or removed as a result of an Injury for which coverage is not otherwise excluded under this Certificate;
- the Covered Person's mental illness, or the diagnosis or treatment of such mental illness, except for the Covered Person's use of:
  - any drug, medication or sedative that is taken or used as prescribed by a Physician; or
  - an "over the counter" drug, medication or sedative taken as directed;
- activities required by the Covered Person's service in the armed forces or any auxiliary unit of the armed forces of any country or international authority;
- the Covered Person's travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight;
- the Covered Person parachuting or otherwise exiting from a motorized or non-motorized aircraft while such aircraft is in flight, except for self-preservation;
- the Covered Person riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- the Covered Person participating in any semi-professional or professional competitive athletic activity for which any type of compensation or remuneration is received; or
- the Covered Person bungee jumping, base jumping, hang gliding, para-kiting, sail-gliding, scuba diving deeper than 130 feet; spelunking; or mountaineering including rock climbing using ropes and any other climbing equipment. For the purposes of this exclusion the term mountaineering does not include backpacking, mountain biking, hiking or trail running.

## **ACCIDENT – EXCLUSIONS (continued)**

In addition, We will not pay benefits for:

- a Covered Person while incarcerated in any type of penal or detention facility; or
- any of the following outside of the United States, Canada or Mexico:
  - medical treatment;
  - Hospital admission or Confinement; or
  - inpatient stay in a Rehabilitation Facility.

## WHEN INSURANCE ENDS

### DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

- the date the Group Policy ends;
- the date You die;
- the date insurance ends for Your class;
- the end of the period for which the last full premium has been paid for You;
- the date You cease to be in an eligible class; or
- the date Your employment ends for any reason.

### DATE DEPENDENT INSURANCE ENDS

A Dependent's insurance will end on the earliest of:

- the date Your insurance under this Certificate ends;
- the date Dependent Insurance ends under the Group Policy for all employees or for Your class;
- the date the person ceases to be a Dependent;
- the date the Dependent is no longer eligible as described in the Eligible Classes for Dependent Insurance provision; or
- the end of the period for which the last full premium has been paid for the Dependent.

Termination of a Covered Person's insurance will be without prejudice to an existing claim.

In certain cases insurance may be continued as stated in the Continuation of Insurance With Premium Payment section of this Certificate. Please see that section for details.



## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

### FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if that child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Dependent Child attains the age limit and at reasonable intervals after such date.

Except as stated in the Date Dependent Insurance Ends provision of the When Insurance Ends section of this Certificate, insurance will continue while such Dependent Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Dependent Child, except for the age limit.

### FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify under the Family and Medical Leave Act of 1993 (FMLA) or similar state laws for continuation of insurance. Please contact the Group Policyholder for information regarding the FMLA or any similar state law.

### AT YOUR OPTION: CONTINUATION WITH PREMIUM PAYMENT

Insurance provided under this Certificate may be continued with premium payment in certain situations, as described in this provision. This is referred to in this provision as "Continued Insurance". Evidence of insurability will not be required to obtain Continued Insurance. If You obtain Continued Insurance under this provision, You may also continue Dependent Insurance. For purposes of this provision, insurance in effect under the Group Policy for which the Group Policyholder remits premium is referred to in this provision as "Group Billed Insurance".

You may obtain Continued Insurance for You and for Your Dependents by making a request in Writing during the Request Period specified below if Your Group Billed Insurance ends except as described below.

Continued Insurance is not available if:

- Your Group Billed insurance ends due to Your failure to make a required Contribution; or
- Your insurance ends because the Group Policy ends and, within 30 days of the day that the Group Policy ends, You become eligible for insurance under another policy of group insurance providing similar benefits issued to or provided through the Group Policyholder.

#### Request Period

To obtain Continued Insurance, We must receive Your completed Written request on a form approved by Us within the Request Period which begins on the date Your Group Billed Insurance ends, and ends 31 days later. If You do not request Continued Insurance within the Request Period, You cannot obtain Continued Insurance.

#### Premiums for Continued Insurance

The premium that You must pay for Continued Insurance may include the amount, if any, that You contributed for Your Group Billed Insurance before it ended, plus any amount the employer paid. Premium rates for Continued Insurance will be the same as premium rates charged for Group Billed Insurance. Premiums rate increases or decreases that apply to Group Billed Insurance will apply to Continued Insurance as well. When You make a request to obtain Continued Insurance, You must pay the first premium during the Request Period. All premium payments must be made directly to Us. When We approve Your request for Continued Insurance, We will also provide a schedule of premiums and payment instructions.

**End of Continued Insurance**

Continued Insurance will end on the earliest of the following dates:

- the date You die;
- if You do not pay a premium that is required for Continued Insurance, the last day of the period for which a required premium payment was made;
- if the Group Policy ends, the date You become eligible for insurance under another policy providing similar coverage issued to or provided through the Group Policyholder;
- with respect to Dependent Insurance, the date Continued Insurance for You ends for any reason;
- with respect to Dependent Insurance, the date the Dependent no longer meets the definition of a Dependent; or
- with respect to Dependent Insurance, the date the Dependent is no longer eligible as described in the Eligibility for Dependent Insurance section of this Certificate.

If Your insurance ends, Your Dependent Insurance will also end in accordance with the Date Dependent Insurance Ends provision of the When Insurance Ends section of this Certificate.

## CLAIMS

### NOTICE OF CLAIM

You must give Us notice of a claim under this Certificate by Writing to Us or calling Us at the toll free number shown on the face page of this Certificate within 30 days of the date of the loss.

### CLAIM FORM

When We receive notice of a claim under this Certificate, We will provide You or the claimant (for a death claim) with a claim form. If We do not provide the claim form within 10 days from the date We received notice of claim, Our claim form requirements will be satisfied if We are provided with the required Proof in support of the claim.

### PROOF OF LOSS

Proof must be provided to Us not later than 90 days after the date of the loss. If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

### PAYMENT OF BENEFITS

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy as follows:

After We receive a claim, We will mail to You or other person claiming payment under this Certificate, within 15 working days for an electronic claim, and within 30 calendar days for a paper claim, either:

- payment of benefits if Proof has been established; or
- notice which states the reasons We may have for failing to pay the claim, either in whole or in part. Our notice will provide itemization of any documents or other information needed to process the claim or any portions of the claim which are not being paid. If We dispute a portion of the claim, benefits for the undisputed portion of the claim (for which Proof has been established) will be paid by Us in accordance with the terms and provisions of this Certificate.

When all of the itemized documents or other information needed to process the claim have been received by Us, We will then have, for an electronic claim, 15 working days, and for a paper claim, 30 calendar days, within which to process the claim and either:

- pay benefits if Proof has been established; or
- mail a notice denying the claim, in whole or in part, which provides Our reasons for such denial.

Receipt of any Proof, claim, or documentation by an entity which administers or processes claims on Our behalf will be deemed receipt of by Us. If We fail to comply with the timeframes stated in this provision, We will pay to You or other person claiming payment under this Certificate, interest equal to 12 percent per annum on the benefits due under the terms of this Certificate.

All benefits to be paid under this Certificate will be paid to You, except any benefit to be paid under the Accidental Death Benefits section of this Certificate due to Your death will be paid in accordance with the Your Beneficiary provision below.

If You are living when benefits are to be paid to You, but You are not legally competent to claim or receive the benefits, We may pay up to \$1,000 to anyone related to You by blood or marriage who We believe is entitled to payment of the benefits. If We make such a payment in good faith, We will not be liable to anyone for the amount We pay. Any remaining benefits will be paid to Your legal representative if You are alive.

If You are not alive to receive benefits that are payable to You, We will pay any benefits in accordance with the provision below titled Your Beneficiary.

## **YOUR BENEFICIARY**

A beneficiary may be named by You to receive:

- a benefit payable due to Your death under the Accidental Death Benefits section of this Certificate; and
- any other benefit that becomes payable to You under this Certificate that You are not alive to receive.

You may request to change Your beneficiary at any time. A beneficiary change request must be made to Us in Writing. Once the request is recorded, the change will take effect as of the date You sign the request, whether or not You are living when We receive the request. The change will be subject to any legal restrictions. It will also be subject to any payment We made or action We took before We recorded the change. If You designated two or more beneficiaries and their shares are not specified, they will share the benefit payable equally.

If there is no beneficiary designated or no surviving beneficiary at Your death, We will determine the beneficiary according to the following order:

1. Your Spouse or Domestic Partner, if alive;
2. Your child(ren), if there is no surviving Spouse or Domestic Partner;
3. Your parent(s), if there is no surviving child;
4. Your sibling(s), if there is no surviving parent; or
5. Your estate, if there is no surviving sibling.

Instead of making payment in the order above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment. If a beneficiary or a Payee is a minor or incompetent to receive payment, We will pay that person's guardian.

## **HOW WE WILL PAY ACCIDENTAL DEATH BENEFITS**

A benefit due under the Accidental Death Benefits section of this Certificate will be paid in one sum to the Payee. Unless the Payee requests payment by check, when this Certificate states that We will pay benefits in "one sum", We may pay the full benefit amount:

- by check;
- by establishing an account that earns interest and provides the Payee with immediate access to the full benefit amount; or
- by any other method that provides the Payee with immediate access to the full benefit amount.

Other modes of payment may be available upon request.

**Payee** means a person to be paid a benefit under the Accidental Death Benefits section of this Certificate as determined in accordance with this Payment of Benefits provision.

## **AUTHORIZATIONS**

We may require that You provide authorization for Us to obtain medical information and any other information pertinent to Your claim.

## **EXAMINATIONS**

At Our expense, as often as is reasonably necessary, We may require a Covered Person to have an independent examination by a Physician of Our choice.

At Our expense, as often as is reasonably necessary, We may have Our representatives conduct telephone or in-person interviews with You regarding Your claim.

## **AUTOPSY**

At Our expense, We have the right to make a reasonable request for an autopsy and/or exhumation where permitted by law. Any such request will set forth the reasons We are requesting the autopsy or exhumation.

## **TIME LIMIT ON LEGAL ACTIONS**

A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends three years after the date such Proof is required to be filed.

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT**

Your insurance is provided under a contract of group insurance with the Group Policyholder. The entire contract with the Group Policyholder is made up of the following:

- the Group Policy and its Exhibits, which include the Certificate(s);
- Your enrollment form;
- the Group Policyholder's application; and
- any amendments and/or endorsements to the Group Policy.

### **INCONTESTABILITY: STATEMENTS MADE BY YOU**

Any statement made by You will be considered a representation and not a warranty. We will not use such a statement to void insurance, reduce benefits or defend a claim unless the following requirements are met:

- the statement is in an enrollment form that is in Writing;
- You have Signed the enrollment form; and
- a copy of the enrollment form has been given to You or Your beneficiary.

We will not use Your statements which relate to insurability to contest this insurance after it has been in force for 2 years, unless the statement is fraudulent. In addition, We will not use such statements to contest a benefit increase after the benefit increase has been in force for 2 years, unless such statement is fraudulent.

### **MISSTATEMENTS**

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or Contributions.

### **ASSIGNMENT**

The benefits under the Group Policy are not assignable except as required by law.

### **CONFORMITY WITH LAW**

If the terms and provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

### **STANDARD OF TIME**

All insurance becomes effective and terminates at 12:01 A.M. Eastern Standard Time, or at 12:01 A.M. Eastern Daylight Time if Daylight Savings Time is then being observed.