

Terms & Conditions

No coverage shall be provided and no benefits will be paid for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks.

- Suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or any act of auto-eroticism.
- travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is:
 - riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
 - performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - riding as a passenger in an aircraft owned, leased or operated by the Insured Person's employer.
- Declared or undeclared war, or any act of declared or undeclared war.
- Full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
- The Insured Person's being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance.
- The Insured Person's being under the influence of drugs unless taken under the advice of and as specified by a Physician.
- The Insured Person's commission of or attempt to commit a felony.
- services and supplies which are not prescribed by a Physician as necessary to treat an Injury or Sickness; are received without charge or legal obligation to pay; would not normally be paid in the absence of insurance; are received outside of the United States; or are received while incarcerated by legal authorities of any state or country for any reason.
- Dental treatment unless due to an Injury.
- Cosmetic care, except for reconstructive plastic surgery required as a result of Injury; to restore a normal bodily function; to improve functional impairment by anatomic alteration made as necessary as a result of a congenital birth defect; or for breast reconstruction following mastectomy.
- Any Injury or Sickness covered under any state or federal Worker's Compensation, Employer's Liability law or similar law.
- Services and supplies which are not due to an Injury or Sickness except as specifically provided.
- Pre-existing conditions are covered after a twelve (12) month pre-existing condition limitation.
- Prescription Benefit: Generic Only: Benefits will not be payable under the Policy for Federal Legend expenses incurred for:
 - Generic drugs new to the market and less than 12 months old
 - Anorexiant
 - Anti-Obesity Drugs
 - Biologicals
 - Blood/Blood Plasma
 - Diaphragms
 - Fertility Drugs
 - Fluoride Preps
 - Growth Hormones
 - Injectables (other than Insulin)
 - Medical or Therapeutic Devices
 - Nutritional/Dietary Supplements
 - Implants
 - Smoking Cessation Agents
 - Topical Minoxidil
 - Vitamins (other than prenatal)
 - Glucometers
 - Other Syringes
 - Impotence Agents
 - Cosmetic Agents
 - Research or Experimental Drugs
 - Depo-Provera
- Mental or nervous disorders or substance abuse.
- Participating in any sport or sporting activity for wage, compensation, or profit, including officiating or coaching; or racing any type vehicle in an organized event except participating in a Covered Activity.
- Driving any taxi for wage, compensation, or profit.
- Mountaineering using ropes and/or other equipment; parachuting; or hang gliding.
- Custodial care or rest.

EFFECTIVE AND TERMINATION DATES

- **Insured's Effective Date.** Coverage for a person in an Eligible Class of Persons will become effective as follows.
- A person is required to enroll for coverage for which he or she is required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates:
 - the first day of the month following the date the person's enrollment form is received by the Company, if such date is within 31 days of the date he or she becomes a member of an Eligible Class of Persons;
 - the date for which the first premium for the person's coverage is paid;
 - the Coverage Effective Date;
 - the Policy Effective Date.
- **Insured Dependent's Effective Date.** An Insured Dependent's coverage under the Policy will become effective on the latest of the following dates:
 - the Policy Effective Date;
 - the Insured's effective date of insurance;
 - the date for which the first premium for the dependent's coverage is paid;
 - the first day of the month following the date the Insured elects dependent coverage under the Policy;
 - the first day of the month following the date the Company receives the enrollment for insurance and any required Evidence of Insurability, if application is made more than 31 days after the dependent's eligibility date.
- Newborn children are automatically covered from the moment of birth, and adopted children are covered from the earlier of the date of placement or final decree of adoption. If an Insured is not enrolled for Dependent Child coverage and such Insured desires uninterrupted coverage for a newborn or adopted child, the Insured must notify the Company within 31 days of the child's birth or the earlier of the date of placement or final decree of adoption. Upon notification, the Company will convert coverage under the Policy to include Dependent Child coverage and advise the Insured of the additional premium due. If Dependent Child coverage is in force, it is not necessary to notify the Company of the birth or adoption of a child and an additional premium payment is not required.

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- If a husband and wife are both eligible to be covered as Insured's, one but not both, is eligible for dependent coverage for their Eligible Dependent Children. The other spouse may elect single coverage only.
- **Insured's Termination Date.** An Insured's coverage under the Policy ends on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; (3) attainment of age 65; (4) the date the Insured requests, in writing, that his or her coverage be terminated; (5) the date the Insured ceases to be eligible for coverage under the Policy.
- Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under the Policy.

BENEFITS AND COVERAGES

- **Health Screening Benefit**
 - Pays a Per Test Amount when an Insured Person undergoes specified routine examinations or other preventive testing.
- **Routine Well-Child Benefit**
 - Pays a Per Physician's Visit amount when an Insured Dependent Child visits a
 - Physician and undergoes physical examination and/or appropriate immunizations during the first 6 months following birth.
- **Hospital Benefits**
 - Hospital Admission Benefit: Pays a lump sum Hospital Admission Benefit if an Insured Person is admitted as an inpatient to a Hospital for treatment of a covered Sickness or Injury.
 - Hospital Confinement Benefit: Pays a Daily Hospital Confinement Benefit for each day that an Insured Person is charged for a room as an Inpatient when that Insured Person becomes confined as an Inpatient to a Hospital for treatment of a covered Sickness or Injury.
 - Intensive Care Unit Benefit: If benefits have become payable for an Insured Person under the Hospital Confinement Benefit, and such Insured Person becomes confined in an Intensive Care Unit, pays an additional Daily Intensive Care Unit Benefit for each day an Insured Person is confined in and charged for an Intensive Care Unit.
- **Surgical/Anesthesia Benefits**
 - Pays a scheduled Surgical Benefit when an Insured Person undergoes a surgical procedure for treatment of a covered Sickness or Injury. Anesthesia: Pays an Anesthesia Benefit for the administration of anesthesia for which a charge is incurred during a covered surgical procedure.
- **Emergency Room Accident Treatment Benefit**
 - Pays a Per Accident Benefit shown when an Insured Person suffers a covered injury that, within 72 hours of the accident that caused the injury, requires him or her to receive Emergency Treatment in the Emergency room of a Hospital.
- **Emergency Room Sickness Treatment Benefit**
 - Pays a Per Visit Benefit when an Insured Person visits the emergency room of a Hospital for Emergency Treatment of a covered Sickness.
- **Physician's Office Visits Benefit**
 - Pays a Per Visit benefit if an Insured Person visits a Physician's office for treatment of a covered Sickness or Injury.
- **Outpatient Diagnostic X-Ray And Laboratory Benefit**
 - Pays an Outpatient Diagnostic X-Ray and Laboratory Benefit when an Insured Person visits a Physician's office or other outpatient setting except an emergency room, and undergoes diagnostic x-ray and laboratory tests for treatment of a covered Sickness or Injury.
- **Ambulatory Surgical Center Benefit**
 - Pays a lump sum benefit if an Insured Person visits an Ambulatory Surgical Center for treatment of a covered Sickness or Injury.
- **Accidental Death Benefit**
 - Pays a lump sum benefit if an Insured Person suffers a covered injury that results in death.
- **Critical Illness Rider**
 - Pays a lump sum benefit upon diagnosis of a specified Critical Illness after a 30 day waiting period.

DEFINITIONS

- **Ambulatory Surgical Center** means a facility, licensed as such, that provides outpatient surgical services. It does not include a Hospital, Physician's or dentist's office, a clinic, or any other such location.
- **Coccyx** means four fused vertebrae at the bottom of the spine.
- **Common Carrier** means a vehicle in which an Insured Person is a passenger at the time of the accident and which vehicle is duly licensed by a proper authority to transport passengers for a fee. Common-carrier vehicles are limited to airplanes, trains, buses, trolleys and boats that operate on a regularly scheduled basis between predetermined points or cities. A taxi is not a common-carrier vehicle.
- **Complications of Pregnancy** means any condition which: (1) is diagnosed as being distinct from pregnancy but is adversely affected by or caused by pregnancy and (2) requires a Hospital stay. Such conditions include: acute nephritis, nephrosis, cardiac decompression, missed abortion, ectopic pregnancy, spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, and similar medical and surgical conditions of comparable severity.
- Complications of pregnancy do not include: (1) false labor, occasional spotting, physician prescribed rest during a period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsia; (2) any condition similar to those named above, associated with the management of a difficult pregnancy, not constituting a nosologically distinct complication of pregnancy; or (3) non elective cesarean section.
- **Concussion** means significant blow to the head that may result in unconsciousness.
- **Covered Activity(ies)** - means those activities set out in the Covered Activities section of the Schedule with respect to which Insured Persons are provided accident and Sickness insurance under the Policy.
- **Dislocation** means that one or more bones are out of place, out of joint, or out of position. Dislocation does not include fingers and toes.
- **Eligible Dependent** means an Eligible Spouse or an Eligible Dependent Child.

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- **Eligible Dependent Child(ren)** - means the Insured's unmarried children, including natural, step, foster or adopted children (including a child while the Insured is a party to a proceeding in which the adoption of such child by the Insured is sought); a child for whom the Insured is required by a court order to provide medical support, and grandchildren who are dependent on the Insured for federal income tax purposes at the time of application, under age 25 (26 if attending an accredited institution of higher learning on a full time basis).
- Any unmarried Eligible Dependent Children of the Insured covered under the Policy before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under the Policy beyond that age limit for as long as the Policy is in force, but only if they remain continuously covered under the Policy. The Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to the Company within 31 days after the Eligible Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof after the Eligible Dependent Child(ren) reach the age limit, coverage for the Eligible Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s continued incapacity and dependency to the Company on an annual basis. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31-day period.
- **Eligible Spouse** means the Insured's legal spouse.
- **Emergency Treatment** means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:
 - Placing the health of the person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy;
 - Serious impairment to bodily functions; or
 - Serious dysfunction of any bodily organ or part.
- **Family Coverage** means coverage in force under the Policy on an Insured's Eligible Dependents: 1) whom the Insured has elected to cover under the Policy; and (2) for whom premium has been paid.
- **Fracture** means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.
- **Hairline Fracture** means a break that appears as a narrow crack along the surface of the bone.
- **Hospice** means a licensed agency, organization, or unit that provides a centrally administered and autonomous continuum of palliative and supportive care to terminally ill persons and their families. The care must be directed and coordinated by the Hospice organization and received primarily in the patient's home, or on an outpatient or short-term inpatient basis in a Hospice unit.
- **Hospital** means a legally operated institution licensed by the state in which it is located that maintains and uses a laboratory, X-ray equipment and an operating room on its premises or in facilities available to it on a prearranged, written, contractual basis. The institution must also have permanent and full-time facilities for the care of overnight resident bed patients under the supervision of one or more licensed Physicians, provide 24-hour-a-day nursing service by or under the supervision of a registered professional nurse, and maintain the patients' written histories and medical records on the premises. The term "Hospital" does not include any institution or part thereof used as a Rehabilitation Unit; a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; an extended-care facility; a skilled nursing facility; or a facility primarily affording 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.
- **Immediate Family Member** means a person who is related to the Insured Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild.)
- **Injury** means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force, and (2) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss and (3) which occurs while such person is participating in a Covered Activity.
- **Inpatient** means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.
- **Insured** means a member of an eligible class of persons as described in the Schedule and for whom premium has been paid while covered under the Policy.
- **Insured Dependent** means an Insured Spouse or an Insured Dependent Child.
- **Insured Dependent Child(ren)** means the Insured's Eligible Dependent Child(ren): whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.
- **Insured Person** means an Insured or an Insured Dependent.
- **Insured Spouse** means the Insured's Eligible Spouse: (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.
- **Intensive Care Unit (ICU)** means a specifically designated facility of the Hospital that provides the highest level of medical care and that is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. The ICU must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured, and the patients must be under constant and continual observation by nursing staffs assigned exclusively to the ICU on a full-time basis. These units must be listed as Intensive Care Units in the current edition of the American Hospital Association Guide or be eligible to be listed therein. This guide lists three types of facilities that meet this definition: (1) Intensive Care Units, (2) Cardiac Intensive Care Units, and (3) Infant (Neonatal) Intensive Care Units.
- **Limb** means entire arm or entire leg.
- **Loss** of a hand or foot means complete severance through or above the wrist or ankle joint. Loss of sight of an eye means total and irrecoverable loss of the entire sight in that eye. Loss of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. Loss of speech means total and irrecoverable loss of the entire ability to speak. Loss of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits. Loss of finger or toe means complete severance through or above the metacarpophalangeal joint of either digit.

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- **Osteoporosis** means the thinning of bone with reduction in bone mass due to depletion of calcium and bone protein.
- **Pathological Fracture** means any Fracture in an area where pre-existing disease has caused weakening of the bone.
- **Period of Confinement:** a time period of continuous confinement as an Inpatient in a Hospital or other medical facility. If the confinement follows a previously covered confinement, it will be deemed a continuation of the first confinement unless the later confinement is the result of an entirely unrelated Injury or Sickness or the confinements are separated by 30 days or more.
- **Physician:** a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.
- **Pregnancy** means childbirth, miscarriage, abortion or any complications thereof.
- **Prosthetic Device/Prosthesis** means a removable artificial substitute or replacement of a part of the body. It does not include:
 - dental aids, including false teeth,
 - eyeglasses,
 - cosmetic prosthesis such as hair wigs,
 - other types of prosthesis devices that are permanently implanted such as artificial hip or tooth,
 - any experimental prosthesis,
 - Any auditory prosthesis (a device that substitute for or enhances ability to hear).
- **Rehabilitation Facility** means an institution whose primary purpose is to provide restorative therapy to disabled persons. Such facility must be licensed as such in the state in which it operates. "Rehabilitation Facility" does not include places for custodial care or places for confinement of drug addicts or alcoholics.
- **Rehabilitation Unit:** a unit of a Hospital providing coordinated multidisciplinary physical restorative services to inpatients under the direction of a Physician who is knowledgeable and experienced in rehabilitative medicine. Beds must be set up and staffed in a unit specifically designated for this service.
- **Reduction** means restoration to a normal position, of a dislocated bone or joint.
- **Schedule** means the schedule found in the beginning of this certificate form attached to this certificate on file with the Policyholder.
- **Sickness** means an illness or disease which requires treatment by a Physician. Sickness includes pregnancy.
- **Skilled Nursing Facility** means a lawfully operating institution or a distinct part thereof. Such facility must be engaged mainly in providing skilled nursing care and treatment for people convalescing from an injury or sickness. It must: (1) have organized facilities for medical services; (2) provide 24 hour a day nursing services under the full-time supervision of a Physician or a registered nurse; (3) have available the services of a Physician at all times; (4) maintain daily clinical records on each patient; and (5) provide appropriate methods for dispensing and administering drugs and medicines.
- A Skilled Nursing Facility shall include the following facilities that are operating within the scope of their lawful licenses: (1) a rehabilitation center; (2) a transitional care unit; an intermediate nursing facility; (4) an extended care facility; and (5) a nursing home.
- A Skilled Nursing Facility does not mean a home or facility, or part of home or facility, that is used primarily for: (1) rest; (2) the aged; (3) alcoholics or drug addicts; (4) mental illness or disorders; (5) custodial care; or (6) educational care.