

## **INSURED RISKS**

Unless otherwise stated in the Schedule, We will pay benefits for a loss only once.

### **SPONSORED ACTIVITY COVERAGE (IRACT062)**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored and Supervised Activity;
- traveling as part of a group in transportation authorized or arranged by the Policyholder.

## **ELIGIBILITY FOR BENEFITS**

### **ELIGIBILITY**

Persons who are eligible to be an Insured under the policy are described in the Schedule. This includes persons who may become eligible while the policy is in force.

### **WHEN INSURANCE BEGINS**

Insurance for an Insured begins on the later of:

- the Policy Effective Date; or
- the day the Insured becomes eligible under the terms of the policy.

### **CHANGE IN COVERAGE**

Any change in the Insured's coverage because of change of class as shown in the Schedule will become effective on the date of the change.

### **WHEN INSURANCE ENDS**

Insurance for an Insured will end on the earliest of the date:

- the Insured is no longer eligible;
- the Insured enters full time active duty in any Armed Forces;
- any premium for the Insured is due and unpaid, subject to the Grace Period provision; or
- the policy is terminated.

Termination of insurance will not affect a claim incurred while coverage was in effect.

## DESCRIPTION OF BENEFITS

### ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT (ADSLFLAT001)

If an Insured suffers a loss listed below from an Accident within the Loss Period stated in the Schedule, We will pay the benefit opposite the Loss. If the Insured sustains more than one loss as the result of one Accident, We will pay only the largest benefit to which the Insured is entitled.

The Principal Sum is shown in the Schedule.

**TABLE OF BENEFITS FOR  
ACCIDENTAL DEATH AND SPECIFIC LOSS**

<i>Loss</i>	<i>Benefit Amount</i>
Loss of Life	Flat Principal Sum
Loss of Both Hands	Flat Principal Sum
Loss of Both Feet	Flat Principal Sum
Loss of Entire Sight of Both Eyes	Flat Principal Sum
Loss of One Hand and One Foot	Flat Principal Sum
Loss of One Hand and Entire Sight of One Eye	Flat Principal Sum
Loss of One Foot and Entire Sight of One Eye	Flat Principal Sum
Loss of Speech and Hearing	Flat Principal Sum
Loss of Entire Sight of One Eye	Flat Principal Sum
Loss of Speech or Hearing	Flat Principal Sum
Loss of One Hand or One Foot	Flat Principal Sum
Loss of Thumb and Index Finger	Flat Principal Sum

### MEDICAL EXPENSE FOR ACCIDENT OR SICKNESS BENEFIT (A&S002)

We will pay the following Medical Expenses incurred as a result of an Accident. The Medical Expense Maximum and any applicable sub-limit amounts are shown in the Schedule.

1. Hospital room and board charges, up to the average semi-private daily room rate, for each day in the Hospital;
2. Intensive Care Unit charges are payable in lieu of payment for Hospital room and board charges for each day the Insured is confined in an intensive care unit;
3. Hospital miscellaneous charges during a hospital confinement. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take-home items, or other convenience items;
4. outpatient charges by a Hospital for:
  - a. emergency room treatment. Treatment must be received within 72 hours of the Accident;
  - b. emergency room physician; or
  - c. use of surgical facilities;
5. surgical charges for the primary performance of a surgical procedure by a Physician subject to the following:
  - a. if bilateral or multiple surgical procedures are performed by one Physician, We will pay the Medical Expenses for the primary procedure;
  - b. for each procedure that is not the primary procedure performed through the same incision as the primary procedure, we will pay 50% of the amount otherwise payable if the additional procedure were the primary procedure;
  - c. if multiple surgical procedures are performed during the same operating session, reimbursement shall be based upon, 100% of Allowable Expense for the primary procedure, 50% of Allowable Expense for the secondary procedure and 25% of Allowable Expense for the third and subsequent procedures;

- d. any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered incidental and no benefits will be provided for such procedure;
  - e. if multiple unrelated surgical procedures are performed by two or more Physicians on separate operative fields, benefits will be based on the Medical Expenses for each Physician's primary procedure; and
  - f. if two or more Physicians perform a procedure that is normally performed by one Physician, We will only pay the Medical Expenses for the primary Physician;
6. surgical charges for assistant surgeon duties will be reimbursed at 25% of the allowable for surgery codes that have been assigned an assistant surgery indicator by the Centers for Medicare & Medicaid Services;
7. charges for anesthesia and its administration for surgery;
8. Physician's charges for other than pre- or post-operative care for in-Hospital visits or office visits;
9. charges for, including Physician's charges for reading or interpreting the results of, Laboratory Tests and diagnostic imaging including X-Ray, MRI, or CAT Scan;
10. charges for nursing services, other than routine Hospital care, by or under the supervision of a Nurse;
11. treatment of the spine by manual or mechanical means;
12. charges for physiotherapy which includes:
  - a. adjustment;
  - b. diathermy;
  - c. heat treatment;
  - d. manipulation;
  - e. microtherm;
  - f. ultrasonic;
13. Ambulance Service (Surface) and Ambulance Service (Air);
14. Orthopedic Appliances and prosthetics, not including replacements;
15. Prescription Drugs;
16. dental expense for sound natural teeth; and
17. other Medical Expenses as noted in the Schedule.

## EXCLUSIONS (EXCUS001-OH)

We will not pay benefits for a loss due to or expenses incurred for:

1. intentionally self-inflicted injury, suicide while sane or insane;
2. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Insured's Physician;
3. treatment for alcoholism or drug addiction;
4. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
5. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
6. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
7. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
8. commitment of or an attempt to commit a felony, or engagement in an illegal activity;
9. participation in a riot or insurrection;
10. any Injury that results from fighting, brawling, assault or battery;
11. an act of declared or undeclared war;
12. active duty service in any Armed Forces;
13. operating, learning to operate, or serving as a pilot or crew member of any aircraft unless specified in the Insured Risk section of this policy;
14. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
15. parachuting, except for self-preservation;
16. snow skiing, scuba diving, bob-sledding, bungee jumping, ballooning, flight in an ultralight aircraft, sky diving, hang-gliding, glider flying, sailplaning or parasailing;
17. participation in professional racing;
18. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
19. orthodontic braces or appliances;
20. any loss for which benefits are paid under state or federal employers' liability or occupational disease law;
21. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
22. charges which the Insured would not have to pay if the Insured did not have insurance;
23. a charge which is in excess of the Allowable Expense;
24. cosmetic surgery, except reconstructive surgery due to a covered Injury;
25. participation in semi-professional and professional sports, play or practice, or any related travel;
26. organ transplants;
27. elective treatment or surgery that is not prescribed by a Physician and is not Medically Necessary, health treatment, or examination where no Injury is involved;
28. preventive medicines or serums or vaccines;
29. voluntary termination of pregnancy;
30. contraceptive methods, devices or aids; elective sterilization or its reversal; artificial insemination; or in-vitro fertilization;
31. routine medical care and normal health checkups;
32. rest cures or Custodial Care;
33. mental and nervous disorders;
34. Pre-existing Conditions;
35. human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC);
36. infectious disease;
37. any Heart or Circulatory Malfunction;
38. loss caused by or resulting from nuclear radiation or the release of nuclear energy;

39. services or treatment rendered by a Physician, Nurse or any other person who is:
  - employed or retained by the Policyholder; or
  - the Insured or an Immediate Family Member;
40. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
41. travel in or upon:
  - a snowmobile;
  - any two or three wheeled motor vehicle;
  - any off-road motorized vehicle not requiring licensing as a motor vehicle in the jurisdiction where operated;
42. any Accident in which the Insured is operating a motor vehicle without a current and valid motor vehicle operator's license (except in a driver's education program);
43. eyeglasses, contact lenses, hearing aids, or related examinations or prescriptions;
44. treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy.

## **TERMS OF BENEFIT PAYMENTS**

We will pay the benefits specified in the DESCRIPTION OF BENEFITS section to all Insureds who suffer a loss within the Scope of Coverage due to Injury.

### **FULL EXCESS MEDICAL EXPENSE (TBFE004)**

We will pay the Medical Expenses an Insured incurs for covered services that exceed amounts payable by any Other Insurance Plan, subject to the Deductible, Benefit Percentage, and Benefit Period shown in the Schedule. We will determine the amount of benefits provided by any Other Insurance Plan without reference to any coordination of benefits, non-duplication of benefits or similar provisions. The amount of benefits provided by an Other Insurance Plan includes any amount to which the Insured is entitled whether or not a claim is made for the benefits. This Policy is secondary to all Other Insurance Plans.

The first Medical Expense must be incurred within the Loss Period stated in the Schedule.

The Maximum Benefit Amount payable and sub-limits under this policy are shown in the Schedule.

### **NON-DUPLICATION OF BENEFITS**

This provision applies if an Insured:

- is covered by any Other Insurance Plan; and
- would, as a result, receive total medical expense or service benefits that would exceed the expenses actually incurred.

In this case, the Medical Expense for Accident Benefit payable under this policy will be reduced by the excess amount of benefits. The total amount of benefits payable will never exceed 100% of the Medical Expenses or service benefits.

## CLAIM PROVISIONS

### NOTICE OF CLAIM

We must receive written notice within 20 days after a loss occurs or begins, or as soon as reasonably possible. Notice can be given at Our home office or to Our authorized representative. Notice should include:

- the Policyholder's name;
- the policy number; and
- the Insured's name and address.

### CLAIM FORMS

When We receive the notice of the claim, We will send forms for filing proof of loss within 15 days. If We do not send the necessary forms within 15 days, written information may be given that includes the nature, date, cause, and extent of the loss for which claim is made.

### PROOF OF LOSS

We must be given written proof of loss at Our home office or to Our authorized representative within 90 days after the date of the loss. If the written proof is not given within 90 days, the claim will not be invalidated or reduced if:

- it was not reasonably possible to give proof within 90 days; and
- proof is given as soon as reasonably possible, but not later than one year from the date it is otherwise required, except in the absence of legal capacity.

If the claim is for a continuing loss for which this policy provides periodic payments, written proof that the loss continues must be given to Us or to Our authorized representative at the intervals We require.

### Physical Examination and Autopsy

We have the right to have an Insured examined at Our cost and as often as reasonably necessary while the claim is pending. We may require an autopsy at Our expense unless prohibited by law.

### PAYMENT OF CLAIMS

Benefits will be paid after We receive acceptable proof of loss and confirm benefits are payable, but not later than 30 days.

We will pay benefits other than for loss of life to the Insured, unless otherwise stated in this certificate.

We will pay benefits for loss of life and any benefits payable to the Insured but unpaid at the Insured's death to the Insured's named beneficiary for the policy. This choice must be in writing and filed with Us, or filed with the Policyholder if We have agreed in advance.

The Insured has the right to change the beneficiary. Unless this right has been given up, the Insured does not need the consent of the beneficiary to make a change.

If the Insured has not named a beneficiary or no beneficiary survives the Insured, We will pay benefits at the Insured's death as follows:

- to the Insured's surviving spouse; if none, then
- in equal shares to the Insured's surviving children; if none, then
- in equal shares to the Insured's surviving parents; if none, then
- in equal shares to the Insured's surviving brothers and sisters; if none, then
- to the Insured's estate.



If benefits are payable to a person who is not legally competent to claim or release benefits, a minor, or an estate, We may pay up to \$1,000 to any relative by blood or marriage whom We find entitled to the payment. This good faith payment satisfies Our legal duty to the extent of the payment.

### **Assignment of Benefits**

The Insured may direct that We pay benefits to a Hospital, Physician or other provider who furnished care, diagnosis, advice or supplies. We are not liable for any actions We take before We receive notice of the assignment. We are not responsible for the validity of any assignment of benefits.

### **OPPORTUNITY TO REQUEST AN APPEAL**

The claimant may request an appeal, in writing, within 60 days after receiving notice of Our initial claim review decision.

The request for an appeal should include:

- the Policyholder's name and the Policy number or group number;
- the Insured's name and mailing address;
- the name and mailing address of the claimant filing the appeal, if different from the Insured;
- the nature of the appeal; and
- any additional information that may have been omitted from Our review or that We should consider.

By requesting an appeal, the claimant has authorized Us, or anyone We designate, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal. We will review all information submitted and make Our final determination. No additional appeals are available.

Applicable state laws may contain requirements for claims review and appeal procedures. To the extent that this provision is inconsistent with any state law requirement, the requirement that is most favorable to the claimant will apply.

### **AUTHORITY TO INTERPRET POLICY**

By purchasing the policy, the Policyholder grants Us the discretion and the final authority to construe and interpret this policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any policy benefits within the terms of this policy as We interpret it. We will pay benefits under the policy only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, an Insured, or any other third party. Our interpretation of this policy as to the amount of benefits and eligibility will be binding and conclusive on all persons.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in this policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this policy.