

# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: InsuranceTPA.com 14 N. Parker Dr. Janesville, WI 53545

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## GROUP BENEFITS ACCIDENT ONLY CERTIFICATE

**POLICYHOLDER:** Association of United Internet Consultants  
**POLICY NUMBER:** US1098928  
**CERTIFICATE HOLDER:** As stated on the Enrollment Form  
**EFFECTIVE DATE:** As stated on the Enrollment Form  
**EXPIRATION DATE:** 1 year from the Effective Date

The Policy and this Certificate is governed by the laws of the state where it was delivered

The Certificate is a legal contract between the Certificate holder and [United States Fire Insurance Company](#) (herein referenced as “the Company”).

The Company agrees to provide insurance, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Policy and this Certificate.

The Insurance Company, the Policyholder and the Certificate holder have agreed to all the terms and conditions of the Policy and this Certificate.

The Policy and this certificate and the coverage provided by it become effective at 12:01 A.M. at the address of the Certificate holder on the Certificate Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Policy and this Certificate.

**THIS IS LIMITED BENEFIT ACCIDENT ONLY COVERAGE.**

**READ IT CAREFULLY.**

**BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.**

**THIS CERTIFICATE PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.**

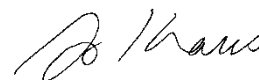
**THE POLICY and THIS CERTIFICATE ARE NOT RENEWABLE.**

**Non-Participating Insurance**

Signed for **United States Fire Insurance Company** By:



Marc J. Adey  
Chairman and CEO



James Kraus  
Secretary

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## SCHEDULE OF BENEFITS

**POLICYHOLDER:** Association of United Internet Consultants  
**CERTIFICATE NUMBER:** As stated on the Enrollment Form  
**CERTIFICATEHOLDER:** As stated on the Enrollment Form  
**EFFECTIVE DATE:** As stated on the Enrollment Form  
**PREMIUM DUE DATE:** Monthly

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### CLASSES OF ELIGIBLE PERSONS:

A person may be covered only under one Class of Eligible Persons even though He or She may be eligible under more than one class. Also, a person may not be covered as a Dependent and a Covered Person at the same time.

Class 1 All active members of the Policyholder.  
Class 2 Eligible Dependents of Covered Persons in Class 1

**PREMIUMS:**

**ELIGIBILITY WAITING PERIOD:** None  
**ACCIDENT MEDICAL EXPENSE BENEFIT**

### Annual Maximum for all Accident Medical

**Maximum number of occurrences per Certificate Year** 4

**Loss Period (first Covered Expenses must be incurred within):** 15 days after the Covered Accident or Injury

**Benefit Period:** 1 year from the date of the Covered Accident or Injury, provided the Injury occurs prior to the Expiration Date and care is Medically Necessary.

**Deductible:**

**Deductible must be incurred within:** 1 year from the Covered Accident

**Co-payment for all outpatient services:** None

**Coinsurance Percentage for all Covered Expenses**

**Terms of Payment** Primary



## DEFINITIONS

The male pronoun includes the female whenever used.

For the purposes of the Policy and this Certificate the capitalized terms used herein are defined as follows:

Additional terms may be defined within the provision to which they apply.

**"Accident"** means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

**"Aircraft"** means a vehicle which:

- (1) Has a valid certificate of airworthiness; and
- (2) Is being flown by a pilot with a valid license appropriate to the aircraft.

**"Benefit Period"** means the period of time from the date of the Accident causing the Injury for which benefits are payable, as shown in the Schedule of Benefits, and the date after which no further benefits will be paid.

**Certificate Holder** means a person to whom this insurance certificate has been issued evidencing coverage under the Policy and this Certificate.

**Child** means the Covered Person's natural Child, adopted Child (or Child placed in the Covered Person's home for purposes of adoption), foster Child, stepchild, or other Child for whom the Covered Person has legal guardianship (proof will be required). A Child must reside with the Covered Person in a parent-Child relationship and be eligible to be claimed as an exemption on the Covered Person's federal income tax return. NOTE: In the event the Covered Person shares physical custody of the Child with another parent, the requirement that the Child reside with the Covered Person will be waived.

**Civil Union Partner:** The parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded to spouses. Throughout the Policy and this Certificate, a party to a civil union shall be included in any definition or use of the terms such as spouse, family, , dependent, next of kin, and other terms descriptive of spousal relationships. This includes the terms 'marriage' or 'married' or variations thereon. The term spouse or dependent includes civil union couples whenever used.

**Coinsurance** means the percentage of Reasonable and Customary Expenses for which the Covered Person is responsible for a specified covered service.

**"Company"** means United States Fire Insurance Company. Also hereinafter referred to as We, Us and Our.

**Covered Accident** means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

**Covered Loss or Covered Losses** means an accidental death, dismemberment or other Injury covered under the Policy and this Certificate and indicated on the Schedule of Benefits.

**"Covered Person"** means an Insured Person and Dependent eligible for coverage as identified in the Enrollment/Application who is a U.S citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States, for whom proper premium payment has been made when due, and who is therefore insured under the Policy and this Certificate.

**"Deductible"** means the dollar amount of Eligible Expenses which must be incurred and paid by the Covered Person before benefits are payable under the Policy and this Certificate. It applies separately to each Covered Person.

**"Dependent"** means a Covered Person's:

- 1) lawful spouse, if not legally separated or divorced, or Domestic Partner or Civil Union Partner.
- 2) unmarried Children under age 26.

The age limitations will not apply to a Covered Person's unmarried Child who is incapable of self-support due to a mental or physical incapacity. Proof of such incapacity must be furnished to the Company immediately upon enrollment or within 31 days of the Child reaching the age limitation. Thereafter proof will be required whenever reasonably necessary, but not more often than once a year after the 2-year period following the age limitation.

**"Domestic Partner"** means an opposite or same sex partner who, for at least 12 consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**"Eligible Expenses"** means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while the Policy and this Certificate is in force.

**"He", "His" and "Him"** includes "she", "her" and "hers."

**"Hospital"** means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of Physicians;
- (4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
  - (a) On its premises; or
  - (b) Available to it on a prearranged basis; and
- (6) Charges for its services.

"Hospital" does not include:

- (1) A clinic or facility for:
  - (a) Convalescent, custodial, educational or nursing care;
  - (b) The aged, drug addicts or alcoholics; or
  - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
  - (a) The services are rendered on an emergency basis; and
  - (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

**"Hospital Stay"** means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

**"Immediate Family"** means a Covered Persons spouse, domestic partner, civil union partner, parent, Child(ren) (includes legally adopted or step Child(ren)), brother, sister, step-Child(ren), grandchild(ren), or in-laws.

**"Injury"** means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one Accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

**Insured Person** means an member of the Policyholder who is eligible and insured for coverage under the Policy and this Certificate and who is not a dependent.

**"Leased Aircraft"** means an aircraft for which the Policyholder or any of its subsidiaries or affiliates has a written lease under whose terms, the aircraft:

- (1) Can be used at the Policyholder's or any of its subsidiaries' or affiliates' discretion;
- (2) Can be used by the Policyholder or any of its subsidiaries or affiliates for 2 or more trips or for more than 10 consecutive days; and
- (3) Cannot be altered or sold by the Policyholder or any of its subsidiaries or affiliates, without the consent of the leaser or owner.

"Leased Aircraft" does not include any Owned Aircraft.

**"Medically Necessary" or "Medical Necessity"** means a treatment, service or supply that is:

- 1) required to treat an Injury;
- 2) prescribed or ordered by a Physician or furnished by a Hospital;
- 3) performed in the least costly setting required by the condition;
- 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered Medically Necessary.

The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Group Policy or this Certificate.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.

**"Nurse"** means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

**"Occurrence"** means all losses or damages that are attributable directly or indirectly to one cause or one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one Occurrence without regard to the period of time or the area over which such losses occur.

**"Operated or Controlled Aircraft"** means an aircraft which:

- (1) Has been leased, rented or borrowed by the Policyholder for at least 10 consecutive days, or more than 15 days in any one year;
- (2) Can be used at the Policyholder's discretion; and
- (3) Cannot be altered or sold by the Policyholder without the consent of the owner or leaser.

"Operated or Controlled Aircraft" does not include any Owned Aircraft.

**"Owned Aircraft"** means aircraft to which the Policyholder or any of its subsidiaries or affiliates holds legal or equitable title.

**Physician** means a person who is a qualified practitioner of medicine. As such, He or She must be acting within the scope of his/her license under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.

**"Policyholder"** means the entity shown as the Policyholder in the Schedule of Benefits.

**"Prescription Drugs"** means drugs which may only be dispensed by written prescription under Federal law, and reapproved for general use by the Food and Drug Administration.

**"Rehabilitation Facility"** means a non-residential facility that provides therapy and training rehabilitation services at a single location in a coordinated fashion, by or under the supervision of a physician pursuant to the law of the jurisdiction in which treatment is provided. The center may offer occupational therapy, physical therapy, vocational training, and special training such as speech therapy. The facility may be either of the following:

- (a) A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; or
- (b) A free standing facility

**"Sound Natural Teeth"** means natural teeth, the major portion of the individual tooth which is present, regardless of filings and caps; and is not carious, abscessed, or defective.

**"Spouse"** means lawful spouse, if not legally separated or divorced, or Domestic Partner or Civil Partner.

**"Usual, Reasonable and Customary"** means:

- (1) With respect to fees or charges, fees for medical services or supplies which are:
  - (a) Usually charged by the provider for the service or supply given; and
  - (b) The average charged for the service or supply in the locality in which the service or supply is received; or
- (2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

**We, Our, Us** means [United States Fire Insurance Company](#) underwriting this insurance.

**You, Your, Yours, He or She** means the Covered Person who meets the eligibility requirements of the Policy and this Certificate and whose insurance under the Policy and this Certificate is in force.

## **ELIGIBILITY FOR INSURANCE**

Persons eligible to be insured under the Policy and this Certificate are those persons described as an ELIGIBLE CLASS on the Schedule of Benefits. This includes anyone who may become eligible while the Policy is in force.



We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

An Insured Person's Dependent(s), as applicable, are eligible on the latest of the date:

- 1) the Insured Person is eligible, if the Insured Person has Dependents on that date; or
- 2) the date the person becomes a Dependent

If the Insured Person is in a Class of Eligible Persons and is also eligible as a Dependent, He or She may be Covered only once under the Policy and this Certificate. In no event will a Dependent be eligible if the Insured Person is not eligible.

## **EFFECTIVE DATES OF INSURANCE:**

**Policy Effective Date.** The Policy begins on the Policy Effective Date shown in the Schedule of Benefits at 12:01 A.M. at the address of the Policyholder.

**Covered Person's Effective Date:**

A Covered Person will become an insured under the Policy and this Certificate, provided proper premium payment is made, on the latest of:

- (1) The Effective Date of the Policy; or
- (2) The day He becomes eligible, subject to any required waiting period, according to the referenced date shown in the Schedule of Benefits

**Newborn Children Coverage:** We will pay benefits for a newborn Child from the moment of birth. You must give Us notice within 31 days of the birth of the Child. If notice is not given within 31 days, coverage for the newborn Child will terminate

**Newborn Adopted Children Coverage:** In the case of adoption of a newborn Child, coverage will be on the same basis as a newborn Child if a written agreement to adopt such Child has been entered into by You prior to the birth of the Child, whether or not such agreement is enforceable.

**Newborn Child Exception:** This section does not apply to a newborn Child at that Child's birth if the Child is born to You while You are insured as a Dependent under the Policy and this Certificate. Benefits for Newborn Children apply only to a Child born to an Insured Person or their Spouse.

**Adopted Children Coverage:** Coverage for an adopted Child, other than a newborn, will begin from the date of placement in Your home. A notice of placement for adoption must be submitted to Us. If notice is not given within 31 days, coverage for the adopted Child will terminate.

**Court Ordered Custody:** A Child placed in court-ordered custody, including a foster Child will be covered on the same basis as an adopted Child.

## **TERMINATION DATE OF INSURANCE:**

### **Policy Termination Date**

Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

The Policy terminates automatically on the earlier of:

- 1) The Policy Termination Date shown in this Policy; or
- 2) The premium due date if premiums are not paid when due subject to any grace period.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.

The Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate this Policy at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

### **Covered Person's Termination Date**

Insurance for a Covered Person under the Policy and this Certificate will end on the earliest of:

- (1) The Date the Policy Terminates;
- (2) The date He is no longer in an Eligible Class as described in the Policy;.
- (3) The date He reports for full-time active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
  - (a) The date the premium is fully earned; or
  - (b) The Expiration Date of the Certificate.This does not include Reserve or National Guard duty for training;
- (4) The end of the period for which the last premium contribution is made; or
- (5) The date the Covered Person requests, in writing, that his/her coverage be terminated.

### **Dependent's Termination Date**

A Dependent's coverage under the Policy and this Certificate ends on the earliest of:

- 1) The date the Policy terminates; or
- 2) The date the Covered Person's coverage ends; or
- 3) The date the Dependent is no longer a Dependent; or
- 4) The last day of the period for which premiums have been paid.

## **PREMIUM PROVISIONS**

### **PREMIUMS:**

The Company provides insurance in return for premium payments. The premium showed in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premium due dates are the first of every month unless otherwise stated in the Policy. Premium payment made in advance or for more than a one month period will not affect any provisions of the Policy or this Certificate with regard to change. Failure by the Policyholder or Certificateholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date.

### **GRACE PERIOD:**

A grace period of 31 days is granted for each premium due after the first premium due date. Coverage will stay in force during this period provided the Policyholder or certificate holder pays all the premiums due by the last day of the grace period, unless notice has been sent, in accordance with the TERMINATION provision, of the intent to terminate coverage under the Policy and this Certificate. Coverage will end if the premium is not paid by the end of the grace period.

### **Changes in Premium Rate**

The Company may change the premium rates from time to time with at least 31, advanced written or authorized electronic notice. Notice will be sent to the Covered Person's most recent address in Our records. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more than once in a 12 month period. However, the Company reserves the right to change rates at any time if any of the following events occur:

- 1) A change in the terms of the Policy and this Certificate.
- 2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
- 3) A change in any federal or state law or regulation affecting the Policy and this Certificate and Our benefit obligation.
- 4) A change in the factors bearing on the risk assumed.
- 5) A misrepresentation in the information relied on in establishing the rate for the Policy and this Certificate
- 6) A change in the experience rating.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

### **NEWLY ACQUIRED SUBSIDIARIES:**

The premium for the Policy and this Certificate applies to the risks assumed on the Effective Date of the Policy and this Certificate. Eligible employees or members of subsidiaries newly acquired through merger, stock purchase, exchange of stock, or otherwise, shall be insured under the Policy and this Certificate, subject to the following conditions:

- (1) The Policyholder has at least 50% controlling interest in the subsidiary.
- (2) An additional premium payment is required with a report to us and the name of any newly acquired subsidiary.

- (3) Necessary underwriting information must be furnished for us to determine the additional risks assumed.
- (4) Coverage will begin on the legal date of acquisition.

No coverage shall continue for more than 60 days after the legal acquisition date unless the required report with the necessary data is supplied and the additional premium paid. The Policyholder shall be liable for payment of premium for the period during which such coverage remains in effect.

## **Reinstatement**

The Policy and this Certificate may be reinstated within 31 days of lapse if it is lapsed for nonpayment of premium, if the Policyholder or Certificateholder submits written application to the Company, the Company accepts the application and the Policyholder or Certificateholder makes payment of all overdue premiums.

## **SCOPE OF COVERAGE**

We will provide the benefits described in the Policy and this Certificate to all Covered Persons who suffer a covered loss which:

- (1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
- (2) Occurs while the person is a Covered Person under the Policy and this Certificate; and
- (3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

### **Terms of Payment for Benefits:**

#### **Primary Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, We will pay the applicable benefit, subject to any applicable Deductible Amount, Benefit Period, Co-Payment and Coinsurance Percentage.

The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:

- (1) While the person is insured under this Certificate; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

Such benefits will be paid on a primary basis, regardless of any other coverage the Covered Person may have. The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

## DESCRIPTION OF BENEFITS

### ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the Deductibles, Co-Payment, Coinsurance Factors, Benefit Periods, Benefit Maximums and other terms or limits shown below and in the Schedule of Benefits.

Accident Medical Expense Benefits are only payable:

- 1) for Usual and Customary Charges incurred after the Deductible has been met;
- 2) for those Medically Necessary Eligible Expenses incurred by or on behalf of the Covered Person;
- 3) for Eligible Expenses incurred within 365 days after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

Each Eligible Medical Expense listed below will be in-or-out depending on the plan selected by the Policyholder. However, any benefits required by state law/regulation will always be included.

Eligible Medical Expenses, from a Covered Accident, include:

- 1) **Hospital Admission Expenses:** Charges for each hospital admission as shown in the Schedule of Benefits  
  
**Recurrent Admissions:** Separate Hospital admissions due to Injuries from the same Accident will be treated as one Hospital admission, unless separated by at least 6 months.
- 2) **Hospital room and board expenses:** charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
- 3) **Intensive Care/Cardiac Care Room and Board** - charges for each day of Intensive Care/Cardiac Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- 4) **Hospital Miscellaneous** – services, supplies and charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous services include services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs (excluding take-home drugs) or medicines; therapeutic services; and supplies. Miscellaneous services do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- 5) **Outpatient Pre-Admission Testing Benefit** – charges for Pre-admission testing (inpatient confinement must occur within 7 days of the testing)
- 6) **Outpatient Hospital Expenses/Emergency Room Treatment** - We will pay this benefit up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit. if the Covered Person requires Emergency Room treatment due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident. This Benefit will cover all services needed during the course of treatment in an Emergency Room.

**Emergency Room** means a trauma center or special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.

7) **In-Patient Surgical Benefits** - charges for:

(a) A Physician, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.

(b) A Physician, for: assistant surgeon duties up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon

8) **Anesthesia Benefit** – Anesthesia for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.

9) **Physician's Visits** - charges by a Physician for other than pre- or post-operative care:

(a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Physician's Visit – In-Hospital.

(b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Physician's Office Visits.

Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Physician's Visits.

10) **Diagnostic X-Ray and Laboratory Benefit** - We will pay the benefit shown in the Schedule of Benefits if the Covered Person requires diagnostic x-ray and/or laboratory examinations due to a Covered Loss, up to the Maximum Benefit per Covered Accident indicated in the Schedule of Benefits.

11) **Nursing Services** – Outpatient Charges for nursing services by a Registered Nurse or Licensed Professional Nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.

12) **Physiotherapy** - Charges for physiotherapy:

- a. While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
- b. As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Charges include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, microtherm, chiropractic, adjustments, manipulation, acupuncture, massage or any form of physical therapy.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits.

- 13) **Ambulance** - from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.
- 14) **Medical Equipment Rental/Purchase** - charges for a wheelchair or other medical equipment that has therapeutic value for the Covered Person up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.

Rental charges shall not exceed the lesser of the 6 month rental cost or the purchase price of the Medical Equipment.

- 15) **Medical Services and Supplies** - Charges for medical services and supplies for:  
(a) Oxygen and its administration;  
(b) Blood and blood transfusions;  
up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.
- 16) **Dental Treatment** - Charges for dental treatment including dental x-rays for the repair and treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit.
- 17) **Mental or Nervous Disorders/Psychotherapy** - charges for treatment of a disorder that results directly or independently of all other causes from a Covered Accident, while Hospital confined or on an outpatient basis up to the Maximum Benefit Amount shown in the Schedule of Benefits. Benefits are limited to one treatment per day.

Mental and nervous disorders mean neurosis, psychoneurosis, psychopathic, psychosis, or mental or emotional disease or disorder of any kind.

## EXCLUSIONS

This Certificate does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following even if the immediate cause of the loss is an Accidental bodily Injury, unless otherwise covered under this Certificate by Additional Benefits:

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.
2. War or any act of war, declared or undeclared.
3. An Accident which occurs while the Covered Person is on Active Duty Service in any Armed Forces, National Guard, military, naval or air service or organized reserve corps;
4. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, We will refund the unearned pro rata premium upon request;
5. Participation in a riot or insurrection;
6. Any Injury requiring treatment which arises out of, or in the course of fighting, brawling assault or battery.

7. Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an Accidental external bodily injury or accidental food poisoning.
8. Disease or disorder of the body or mind.
9. Mental or nervous disorders, except as specifically provided in this Certificate.
10. Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the Covered Person's job.
11. Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician and not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
12. Intoxication or being under the influence of any drug or narcotic
13. Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
14. Driving under the influence of a controlled substance unless administered on the advice of a Physician;
15. Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs
16. Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.
17. Conditions that are not caused by a Covered Accident.
18. Covered Expenses for which the Covered Person would not be responsible in the absence of this Certificate.
19. Any treatment, service or supply not specifically covered by this Certificate.
20. Loss resulting from participation in any activity not specifically covered by this Certificate.
21. Charges which Are in excess of Usual, Reasonable and Customary charges.
22. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
23. Regular health check ups;
24. Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.
25. Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
26. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);
27. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay
28. Travel or activity outside the United States.
29. Participation in any motorized race or speed contest.
30. Aggravation or re-injury of a prior Injury that the Covered Person suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Covered Person's Physician.
31. Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.
32. Treatment of a hernia whether or not caused by a Covered Accident.
33. Treatment of Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological or stress fractures, congenital weakness, whether or not caused by a Covered Accident.
34. Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.
35. Pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.
36. Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Certificate.
37. Expense incurred for 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; or craniomandibular joint dysfunction and associated myofacial pain, except as specifically provided in this Certificate.
38. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Certificate, and rendered within 6 months of the Accident;
39. Treatment for Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
40. Eyeglasses, contact lenses, hearing aids braces, appliances, or examinations or prescriptions therefore;
41. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
42. Travel in or upon:
  - (a) A snowmobile;



- (b) A water jet ski
  - (c) Any two or three wheeled motor vehicle, other than a motorcycle registered for on-road travel;
  - (d) Any off-road motorized vehicle not requiring licensing as a motor vehicle; when used for recreation competition.
43. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
- i. While riding as a passenger in any Aircraft not intended or licensed for the transportation of passengers; or
  - ii. While being used for any test or experimental purpose; or
  - iii. While piloting, operating, learning to operate or serving as a member of the crew thereof; or
  - iv. while traveling in any such Aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household.
  - v. A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
  - vi. An ultra light, hang-gliding, parachuting or bungy-cord jumping;
- Except as a fare paying passenger on a regularly scheduled commercial airline or as a passenger in a non-scheduled, private aircraft used for business or pleasure purposes.
44. Treatment for an Injury that is caused by or results from a Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
- (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
  - (ii) The Covered Person was within a 25-mile radius of the site of the release either:
    - 1) At the time of the release; or
    - 2) Within 24 hours of the start of the release
45. Practice or play in any school or professional sports contest or competition.
46. The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
47. Rest cures or custodial care;
48. Prescription medicines unless specifically provided for under this Certificate.
49. Elective or Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
50. Massage Therapy, Physical Therapy or Acupuncture/Acupressure Services, unless otherwise specifically allowed for in the schedule of benefits.
51. Services rendered for detection and correction by manual or mechanical means (including x-rays incidental thereto) of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM:**

Written notice of death or injury must be given to Us within 30 days after a Covered Loss occurs or begins or as soon as reasonably possible. Notice can be given at Our administrative office as shown on the cover page or to Our authorized licensed agent. Notice should include the Policyholder's name and number and a Covered Person's name and address.

If written notice is not received within 30 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 30 day period; and
- 2) it is further shown that notice was given as soon as possible.

**CLAIM FORMS:**

When We receive the notice of claim, We will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, the Proof of Loss requirements stated below will be deemed to have been met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

**PROOF OF LOSS:**

Written proof of loss must be furnished to Us in the case of a claim for loss for which this Certificate provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which We are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If the proof of loss is not submitted within 90 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 90 day period; and
- 2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**TIMELY FILING OF CLAIMS:**

All claims for benefits under this Certificate must be submitted to Us no more than 90 from the date of service or date of death.

**TIME OF PAYMENT OF CLAIMS:**

Benefits due under this Certificate for a loss, other than a loss for which this Certificate provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Certificate provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

**PAYMENT OF CLAIMS:**

All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of this Certificate.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision of this Certificate .

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. This good faith payment satisfies Our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at Our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

## **DESIGNATION OR CHANGE OF BENEFICIARY:**

Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order:

- 1) Beneficiaries designated in writing by the Covered Person for this Certificate on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
  - a) a Covered Person's lawful spouse, if not legally separated or divorced, or Domestic Partner;
  - b) a Covered Person's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Covered Person has or had legal guardianship (proof will be required); or
  - c) a Covered Person's parents, whether natural, step or adoptive; or
  - d) a Covered person's Sisters or Brothers, otherwise.
- 4) The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Dependent's beneficiary is the Covered Person. If no beneficiary is living on the date of a Dependent's death, the beneficiary is the Covered Person's estate.

## **CONDITIONAL CLAIM PAYMENT:**

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in Our opinion a third party may be liable, We will pay benefits if:

- (1) The Covered Person first agrees in writing to refund the lesser of:
  - (a) The amount We actually paid for such expenses; or
  - (b) The amount actually received from the third party for such expenses; and
- (2) The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to Our payment of benefits under this Certificate, if the third party's liability is satisfied in an amount less than the benefits payable under this Certificate, We will pay the difference.

## **EXPOSURE AND DISAPPEARANCE:**

A Covered Person will be presumed to have died due to covered Injuries, if while insurance is in effect He suffers Covered Loss due to exposure to the elements.

A Covered Person will be presumed to have died, if, while insurance is in effect and after the forced landing, stranding, sinking or wrecking of a covered vehicle:

- 1) He disappears; and
- 2) His body is not found within a year of the Accident; and
- 3) a valid death certificate or other legal proof of death is issued by a court of appropriate jurisdiction.

## **PHYSICAL EXAMINATION AND AUTOPSY:**

We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy. (Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)

#### **RECOVERY OF OVERPAYMENT:**

If benefits are overpaid, or paid in error We have the right to recover the amount overpaid or paid in error by any of the following methods.

- 1) A request for lump sum payment of the amount overpaid or paid in error or
- 2) Reduction of any proceeds payable under this Certificate by the amount overpaid or paid in error.

#### **RECOVERY OF BENEFITS:**

We reserve the right to recover from a Covered Person any benefits We have paid to him for injuries:

- (1) Received in a covered Accident; and
- (2) Which are covered under:
  - (a) workers' compensation or similar statutory remedies available under law; or
  - b) Any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he gives us proof such benefits have been denied to him.

"Recovery" means monies paid to the Covered Person through judgment, settlement or otherwise to compensate for all losses caused by the Injury.

#### **SUBROGATION:**

If We have paid benefits to a Covered Person for Injuries received in a covered Accident, and in Our opinion a third party may be liable, We will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

#### **LEGAL ACTIONS:**

All Policy terms will be interpreted under the laws of the state in which the Policy and this Certificate was issued. No legal action may be brought to recover on the Policy and this Certificate within 60 days after written Proof of Loss has been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT; CHANGES:**

The Policy, this Certificate, the application of the Policyholder (if any, a copy of which is attached), endorsements, riders, and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at Our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in the Policy or this Certificate will be valid until approved by one of Our executive officers. This approval must be endorsed on or attached to the Policy and this Certificate. No agent may change the Policy or this Certificate or waive any of its provisions.

### **WORKERS' COMPENSATION INSURANCE:**

The Policy and this Certificate is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

### **RECORDS MAINTAINED:**

The Policyholder or its authorized administrator will maintain records of the essential features of each Covered Person's insurance under the Policy and this Certificate.

We shall be permitted to examine the Policyholder's records relating to coverage under this Certificate. Examination may occur at any reasonable time up to the later of:

- (1) The two year period after the expiration of the Policyholder's coverage; or
- (2) The final adjustment and settlement of all claims under the Policyholder's coverage.

### **REPORTING REQUIREMENTS:**

The Policyholder or its authorized agent must report to us, by the premium due date:

- (1) The names of all persons insured on the Effective Date of this Certificate;
- (2) The names of all persons who are insured after the Effective Date of the Policy and this Certificate;
- (3) The names of those persons whose insurance has terminated; and
- (1) Additional information required as agreed to by us and the Policyholder.

### **CERTIFICATES OF INSURANCE:**

A certificate of insurance will be delivered to the Policyholder for delivery to each Covered Person. Each certificate will list the benefits, conditions and limits of the Certificate. It will state to whom the benefits will be paid.

**POLICY TERMINATION:**

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

**CONFORMITY WITH STATE STATUTES:**

Any provision of the Policy and this Certificate in conflict on its effective date with the laws of the State of Issue indicated on the front page of the Policy and this Certificate is amended to conform to the minimum requirements of such laws.

**OTHER COVERAGE WITH US:**

At any one time each Covered Person may have only one Certificate issued by Us having coverage similar to that described in the Policy and this Certificate. If we find He has more than one such Certificate, coverage will be provided under the plan that has been in force for the longer period of time. We will refund premiums paid for all other Certificates for concurrent periods of coverage.

**CLERICAL ERROR:**

Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

**ASSIGNMENT:**

No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

**INSOLVENCY:**

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Policy and this Certificate.

**NON-PARTICIPATING:**

The Policy and this Certificate is non-participating. It does not share in the Company's profits or surplus earnings.

**WAIVER:**

Failure of the Company to strictly enforce its rights under the Policy and this Certificate at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.