

**American Medical and Life Insurance Company**  
New York, New York

**GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE**

**THIS IS A LIMITED BENEFIT COVERAGE PROVIDING BENEFITS DUE TO ACCIDENT AND SICKNESS. THIS CERTIFICATE EXPLAINS THE LIMITED BENEFITS PROVIDED UNDER THE GROUP SUPPLEMENTAL HEALTH INSURANCE POLICY. BENEFITS PROVIDED ARE SUPPLEMENTAL AND NOT INTENDED TO COVER ALL MEDICAL EXPENSES. THIS IS NOT A SUBSTITUTE FOR COMPREHENSIVE HEALTH INSURANCE.**

**CERTIFICATE OF COVERAGE**

Issued under the terms of

**Group Insurance Policy Number: 50016**

**Issued to: Association for Independent Managers, Inc.**  
**(herein called the Holder)**

**Policy Date: January 1, 2010**

American Medical and Life Insurance Company hereby certifies that members of the class(es) eligible for insurance are insured under the above Policy as determined by the Eligibility and Effective Date provisions. Class is defined in the Certificate Schedule.

This Certificate is evidence of insurance provided under the Policy. All benefits are paid according to the terms of the Policy. This Certificate describes the essential features of the insurance coverage.

In this Certificate, the words "Named Insured" or "You" means a member of an eligible class as described on the Certificate Schedule, who is insured under the Policy and for whom premiums are remitted. The words Covered Person refer to any person covered under the Policy as described on the Certificate Schedule. The words We, Us, Our or Company refer to American Medical and Life Insurance Company. Policy means the Group Supplemental Health Insurance contract owned by the Policy Holder and available for review by You. If the terms of Your Certificate of coverage and the Policy differ, the Policy will govern.

The Policy and this Certificate may be changed in whole or in part or cancelled as stated in the Policy. Such action may be taken without the consent of or notice to any Covered Person. Only an authorized officer at Our home office can approve a change. The approval must be in writing and endorsed on or attached to the Policy. No other person, including an agent, may change the Policy or Certificate or waive any of its provisions.

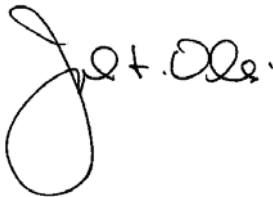
**PREMIUMS ARE SUBJECT TO PERIODIC CHANGES.**

The male pronoun includes the female whenever used.

This Policy is delivered in and governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

**You may call American Medical and Life Insurance Company at (888) 264-1512 for information, inquires or complaints.**

For American Medical and Life Insurance Company:



President



Executive Vice President, Compliance

**The Policy is a limited Policy. Please read this Certificate carefully.**  
**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.**

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SAMPLE

## CERTIFICATE SCHEDULE

The benefit specifications are shown on the following attachment(s) which are hereby made a part of this Certificate:

AML I GRP LM 2009-SCHED Certificate Schedule

SAMPLE

## **GENERAL DEFINITIONS**

Additional definitions may be contained in other Certificate benefit provision or any endorsement or rider.

### **Accident**

*Accident* means an unintended or unforeseen bodily injury sustained by a Covered Person, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition.

### **Confined or Confinement**

*Confined or Confinement* means the assignment to a bed as a resident inpatient in a Hospital or a licensed Skilled Nursing Facility on the advice of a Physician or Confinement in an Observation Unit within a Hospital for a period of no less than 20 continuous hours on the advice of a Physician.

### **Covered Accident**

A *Covered Accident* is an Accident which:

- occurs after the effective date shown on the Certificate Schedule;
- occurs while this Certificate is in force; and
- is not excluded by name or specific description in this Certificate.

**Covered Person(s).** You and Your Dependents who are insured under the Group Policy.

### **Covered Sickness**

A *Covered Sickness* means a Sickness which:

- occurs after the effective date shown on the Certificate Schedule;
- occurs while this Certificate is in force; and
- is not excluded by name or specific description in this Certificate.

### **Doctor or Physician**

A *Doctor or Physician* means a legally qualified practitioner of the healing arts acting within the scope of his or her license and is not an Immediate Family Member.

For purposes of this definition, Immediate Family Member means a Covered Person's Spouse, son, daughter, mother, father, sister, or brother.

### **Experimental/Investigational**

A drug, device or medical care or treatment will be considered experimental/investigational if:

- The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;

- The drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- Reliable evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine the maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug, device, medical care or treatment. Benefits will be considered in accordance with the drug or device at the time it is given or when medical care is received.

### **Hospital**

A *Hospital* means a short-term, acute general hospital that is:

- primarily engaged in providing, by or under continuous supervision of physicians, to inpatients diagnostic and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- has organized departments of medicine and major surgery;
- has a requirement that every patient must be under the care of a physician or dentist;
- provides 24 hour nursing care by or under the supervision of RNs;
- has in effect a hospital review plan applicable to all patients which meets at least the standards set forth in Section 1861(k) of the United States Public Law 89-97 (42 USCA 1395x[k]);
- is duly licensed by the agency responsible for licensing such hospitals; and
- is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitative care.

### **Hospital Intensive Care Unit**

A *Hospital Intensive Care Unit* means a place which:

- is a specifically designated area of the Hospital called an Intensive Care Unit that is restricted to patients who are critically ill or injured and who

require intensive, comprehensive observation and care;

- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement
- is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Intensive Care Unit on a 24-hour basis; and
- has a Physician assigned to the Intensive Care Unit on a full-time basis.

A Hospital Intensive Care Unit that meets the definition above may include Hospital units with the following names:

- Intensive Care Unit;
- Coronary Care Unit;
- Neonatal Intensive Care Unit;
- Pulmonary Care Unit;
- Burn Unit;
- Transplant Unit.

A Hospital Intensive Care Unit is not any of the following step-down units:

- a progressive care unit;
- an intermediate care unit;
- a private monitored room;
- a sub-acute Intensive Care Unit;
- an Observation Unit; or
- any facility not meeting the definition of a Hospital Intensive Care Unit as defined in this Certificate.

### **Medically Necessary**

*Medically Necessary* means a service or supply that is necessary and appropriate for the diagnosis or treatment of an Injury or Sickness based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- it is provided only as a convenience to the Covered Person or provider;
- it is not appropriate treatment for the Covered Person's diagnosis or symptoms;
- it exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- it is experimental/investigational treatment.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

### **Named Insured**

A *Named Insured* is a person who is a member of an eligible class and holds a certificate of coverage.

### **Observation Unit**

An *Observation Unit* is a specified area within a Hospital, apart from the emergency room, where a patient can be monitored following outpatient surgery or treatment in the emergency room by a Physician; and which

- is under the direct supervision of a Physician or registered nurse; and
- is staffed by nurses assigned specifically to that unit; and
- provides care seven days per week, 24 hours per day.

### **Policy Year**

*Policy Year* means a consecutive 12-month period or any part of such period, beginning on the Certificate Effective Date and ending on the Certificate Anniversary Date as shown on the Certificate Schedule.

### **Pre-existing Condition**

*Pre-existing condition* means a condition (whether physical or mental), regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received from a physician within a 6 month period preceding the effective date of coverage of the Covered Person.

### **Resource Based Relative Value System, referred to as RBRVS.**

The methodology used by the federal government to determine benefits payable under Medicare. Medicare assigns a "Relative Value Unit" or RVU to thousands of procedure codes used to bill physician and other services. The total RVU is the sum of three component RVUs including the Work RVU, the Practice Expense RVU and the Malpractice RVU. The Work RVU takes into account factors such as the amount of time required to perform the service and the degree of skill required to perform it. The Practice Expense RVU takes into account the location of the service, e.g., office setting, outpatient setting, etc. The Malpractice RVU takes into account the malpractice cost associated with a particular practice. We will base benefits payable on RBRVS.

### **Sickness**

*Sickness* means an illness, infection, disease or any other abnormal physical condition not caused by an Accident.

### **Skilled Nursing Facility**

*Skilled Nursing Facility* means a facility that is operated pursuant to law and is primarily engaged in providing room and board accommodations and skilled nursing care under the supervision of a duly licensed Physician.

### **Waiting Period**

*Waiting period* means the period of time during which benefits are not paid. The waiting period for this policy is 0 days

## ELIGIBILITY AND EFFECTIVE DATE

### Effective Dates of Coverage

Your coverage under the Policy will start at 12:01 a.m. Standard Time on the effective date of coverage shown on Your Certificate Schedule.

### Eligibility

To be eligible to enroll in the coverage, an individual must:

- be a member of an eligible class as defined on the Certificate Schedule; and
- satisfy the waiting period shown on the Certificate Schedule, if applicable.

### Enrollment

An individual who is a member of an eligible class may enroll for coverage during the eligibility period, as shown on the Certificate Schedule that follows the later of:

- the Certificate Effective Date;
- the date the individual first becomes a member of an eligible class;
- the date the individual completes the waiting period shown on the Certificate Schedule, if applicable.

An individual who fails to enroll during the eligibility period may enroll only during the annual Open Enrollment Period shown on the Certificate Schedule.

### Delayed Effective Date of Coverage

The effective date of any Named Insured's coverage will be delayed for any Named Insured if they are not a member of an eligible class on the effective date shown on the Certificate Schedule. The coverage will be effective on the date that the Named Insured returns to status as a member of an eligible class. If this is Named Insured and Spouse coverage or family coverage, coverage on the Spouse and/or Dependent children will be effective on the date that the Named Insured returns to status as a member of an eligible class.

### Who is Covered By This Certificate

If this is Named Insured coverage as shown on the Certificate Schedule, We insure You, the Named Insured.

If this is Named Insured and Spouse coverage as shown on the Certificate Schedule, We insure You and Your Spouse.

If this family coverage, as shown on the Certificate Schedule, We insure You, Your Spouse (if applicable), and Your Dependent children.

*Spouse* means the person married to You on the day We issue Your Certificate.

*Dependent children* means any natural children, step-children, foster children, legally adopted children or children placed into Your custody for adoption who are

under the age of 25 years of age; and meets all of the following:

- The child is dependent upon the you for support.
- The child is living in Your household, or the child is a full-time or part-time student.

You have the option to insure a child until the end of the calendar year in which the child reaches the age of 30, if the child:

- Is unmarried and does not have a dependent of his or her own;
- Is a resident of this state or a full-time or part-time student; and
- Is not provided coverage as a named subscriber, insured, enrollee, or covered person under any other group, blanket, or franchise health insurance policy or individual health benefits plan, or is not entitled to benefits under Title XVIII of the Social Security Act.

If a child is provided coverage after the end of the calendar year in which the child reaches age 25 and coverage for the child is subsequently terminated, the child is not eligible to be covered under the parent's policy unless the child was continuously covered by other creditable coverage without a gap in coverage of more than 63 days.

Adopted children, foster children and step children will be eligible for coverage on the same basis as natural children.

### Coverage for the Named Insured's Newborn Adopted and Foster Children:

A child born to You or Your insured Spouse will automatically become insured as a Dependent. The child must be born to the Named Insured or to his Spouse while this Policy is in force. We will cover each newborn child from the moment of live birth. Such coverage includes:

- the necessary care and treatment of medically diagnosed congenital defects;
- birth abnormalities;
- prematurity'

We will cover adopted child(ren) and foster children will automatically become insured as a dependent. The effective date of the coverage will be the earlier of:

- the date of placement in your home; or
- the date on which You assume a legal obligation for total or partial support of the child.

Coverage for adopted children/foster children will be to the same extent as is provided for other covered dependent children and will include the necessary care and treatment of pre-existing medical conditions.

Coverage will continue for the adopted children and foster children until:

- the child is permanently removed from placement;
- the legal obligation terminates; or
- You rescind, in writing, the agreement of adoption or agreement assuming financial responsibility.

For each newborn, step child, foster child and/or adopted child, You must:

- notify Us of his birth or placement in Your residence within 31 days of this occurrence;
- complete the required application for him; and
- pay the required premium for him, if any.

If a newborn is not enrolled within 31 days of birth coverage will be provided from the date that notice is given. Any Additional premium required should be made to the Holder within 31 days of notification of birth or placement for the purposes of a step child and/ or adoption.

## **DESCRIPTION OF BENEFITS**

### **HOSPITAL CONFINEMENT BENEFITS**

#### **Hospital Confinement Benefit**

We will pay the Hospital Confinement Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for and is Confined in a Hospital due to injuries received in a Covered Accident or due to a Covered Sickness. The Confinement to a Hospital must begin while the coverage is in force.

We will pay the amount shown on the Certificate Schedule for each day the Covered Person is confined, up to the Hospital Confinement Maximum Benefit shown on the Certificate Schedule.

We will not pay this benefit for:

- emergency room treatment;
- outpatient treatment; or
- Confinement of less than 20 hours to an Observation Unit.

We will not pay the Hospital Confinement benefit and the Hospital Intensive Care Unit Confinement benefit concurrently.

We will not pay for any Hospital Confinement of a newborn child of a covered person following birth unless the child is injured or sick.

Written proof of loss should include a Hospital bill verifying the patient's name, the dates of Hospital Confinement, the diagnosis and the charges incurred.

#### **Hospital Intensive Care Unit Confinement Benefit**

We will pay the Hospital Intensive Care Unit Confinement Benefit, shown on the Certificate Schedule,

if any Covered Person incurs charges for and is Confined to a Hospital Intensive Care Unit as the result of injuries received in a Covered Accident or due to a Covered Sickness. The Confinement to a Hospital Intensive Care Unit must begin while the coverage is in force.

We will pay the Hospital Intensive Care Unit benefit amount shown on the Certificate Schedule for each day the Covered Person is Confined, up to the Hospital Intensive Care Unit Maximum Benefit shown on the Certificate Schedule.

If any Covered Person is Confined to a Hospital care unit that does not meet the definition in this Policy of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit up to the maximum benefit period shown on the Certificate Schedule. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

We will not pay for any Hospital Confinement of a newborn child of a covered person following birth unless the child is injured or sick.

Written proof of loss should include a Hospital bill verifying the patient's name, the dates of Hospital Confinement, the diagnosis and the charges incurred.

#### **Surgery With Anesthesia Benefit**

We will pay the Surgery Benefit, shown on the Certificate Schedule, if any Covered Person undergoes a surgical procedure due to a Covered Accident or Covered Sickness. The procedure must be performed by a Physician using anesthesia administered by a licensed anesthesiologist or certified registered nurse anesthetist (CRNA). We will pay this benefit once per covered surgical procedure. If a Covered Person has more than one surgical procedure performed at the same time, We will pay only one surgical procedure benefit, even if caused by more than one Accident or Sickness. We will pay the benefit that has the highest dollar value. The surgical procedure must occur while the coverage is in force.

The Anesthesia Benefit is the surgery benefit times the percentage shown in the Certificate Schedule.

If a Covered Person has more than one surgery for the same Covered Accident or Covered Sickness in a 90-day time period, We will pay the benefit that has the highest dollar value. If We have already paid a lower benefit amount for the same Covered Accident or Covered Sickness, We will deduct the amount paid from the higher benefit amount and pay the difference.

Written proof of loss should include the surgeon's and the anesthesiologist's or certified registered nurse anesthetist's (CRNA's) itemized statement(s) verifying the patient's name, the surgical procedure code(s), the

date of treatment, the diagnosis and the charges incurred.

This benefit is subject to the Surgery Maximum Benefit shown on the Certificate Schedule.

This benefit will not be paid for surgeries performed without anesthesia.

### **DOCTOR'S OFFICE VISIT BENEFITS**

#### **Doctor's Office Visit**

We will pay the Doctor's Office Visit Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for and requires a Doctor's office visit due to injuries received in a Covered Accident or due to a Covered Sickness. The visit must occur:

- while the coverage is in force; and
- after the waiting period. No benefits will be paid for visits during the waiting period.

For a visit due to injuries received in a Covered Accident, the visit must occur within 72 hours after the date of the Covered Accident.

Services must be rendered by a licensed Physician acting within the scope of their license.

We will pay the Doctor's Office Visit benefit amount per visit shown on the Certificate Schedule, up to the Doctor's Office Visit Benefit Maximum Benefit, shown on the Certificate Schedule.

Written proof of loss should include bills verifying the patient name, the date of treatment, the diagnosis and the charges incurred.

### **PREVENTIVE CARE TEST BENEFIT**

We will pay the Preventive Care Test Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for and has one of the preventive care tests listed below performed:

- while the coverage is in force; and
- after the waiting period. No benefits will be paid for a Preventive Care Test performed during the waiting period.

This benefit is not subject to the limitations and exclusions listed in the Limitations and Exclusions section of this Policy.

We will pay the Preventive Care Test Benefit listed on the Certificate Schedule for one of only the following Preventive Care Tests (also referred to as "Tests" or "Test")

- Blood test for triglycerides
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)

- Chest X-ray
- Colonoscopy or virtual colonoscopy
- Eye exam performed by a licensed optometrist or ophthalmologist
- Fasting blood glucose test
- Flexible sigmoidoscopy
- Hemocult stool analysis
- Mammography
- PSA (blood test for prostate cancer)
- Pap smear or Thin Prep Pap Test
- Serum Protein Electrophoresis (blood test for myeloma)
- Stress test on a bicycle or treadmill
- Thermography

This benefit is subject to the Preventive Care Test Benefit Maximum Benefit shown on the Certificate Schedule.

Written proof of loss should include a billing statement from the medical provider conducting the test, verifying the patient's name, the type of Preventive Test performed and the date of treatment.

### **DIAGNOSTIC, X-RAY AND LABORATORY TESTS BENEFIT**

We will pay the Diagnostic Test Benefit shown on the Certificate Schedule when any Covered Person incurs charges for diagnostic, x-ray and/or laboratory testing caused by a Covered Accident or Covered Sickness.

Benefits are payable on a per day basis and are subject to:

- the Diagnostic Test Benefit amount per day;
- the maximum number of testing days per Policy Year, per Covered Person; and
- the definitions, limitations, exclusions and other provisions of this policy.

The Diagnostic Test must be performed:

- while the coverage is in force;
- in a Hospital, ambulatory surgical center or Doctor's office; and
- after the waiting period. No benefits will be paid for a diagnostic test performed during the waiting period.

The Diagnostic Test must be ordered by a Physician because of a Covered Accident or Covered Sickness.

Benefits are payable subject to the Maximum Number of Testing days per Policy Year for each Covered Person shown in the Certificate Schedule.

This benefit is subject to the Diagnostic Tests, X-ray and Laboratory Benefit Maximum Benefit shown on the Certificate Schedule.

We will not pay the Preventive Care Test Benefit and the Diagnostic Test Benefit concurrently.

Benefits for Colonoscopy Test are limited to one test per Policy Year per Covered Person.

If any Covered Person has a procedure for which a benefit would be payable under the Surgery With Anesthesia benefit, We will pay only the Surgery With Anesthesia benefit.

Written proof of loss should include a billing statement from the medical provider conducting the Diagnostic Test, verifying the patient's name, the type of Diagnostic Test performed, the diagnosis and the charges incurred and the date of treatment.

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

### **Accidental Death Benefit**

We will pay the Accidental Death Benefit, shown on the Certificate Schedule if any Covered Person is injured as the result of a Covered Accident, and the injury causes the Covered Person to die within 90 days after the Covered Accident.

### **Dismemberment Benefit**

We will pay the Dismemberment Benefit amount shown on the Rider Schedule if any Covered Person is injured as the result of a Covered Accident. Loss must occur within 90 days after the Covered Accident.

Only one amount will be paid for all losses resulting from one Accident. We will pay the largest benefit amount to which the Covered Person is entitled. Payment will be made to the Covered Person, or in the event of his death, to the named beneficiary.

### **Proof of Loss**

We must be given written proof of loss within 90 days after the covered loss occurs. If an authorized representative is not able to give Us written proof of loss within 90 days, it will not have a bearing on the claim if proof is given to Us as soon as it is reasonably possible except in the absence of legal capacity. Written proof of loss must include a claim form and if loss is due to death of a covered person, a certified copy of the death certificate.

### **Beneficiary**

In the event of a benefit payable due to the Named Insured's death, the Accidental Death benefit will be paid to the Named Insured's beneficiary. The beneficiary is the person the Named Insured designated in the enrollment form as the beneficiary, unless it was changed at a later date. If a beneficiary was not named or if the person named is not living at the Named Insured's death, any Accidental Death benefit due will be paid in this order to:

The Insured's Spouse; or children; or parents; or brothers and sisters; or estate. In the event of a benefit payable due to the death of a Spouse or Dependent child, the Accidental Death benefit will be paid to the

Named Insured, if living, otherwise to the estate of the insured Spouse or Dependent child.

If benefits are payable to a Covered Person's estate, We can pay benefits up to \$2,000 to any person appearing to Us to be equitably entitled thereto by reason of having incurred funeral or other expenses incident to the last illness or death of the Covered Person insured. If We do this, We will have no responsibility for this payment because We made it in good faith.

### **Change of Beneficiary**

The Named Insured can ask Us to change their beneficiary at any time. The Insured should notify Us, and We will send him the form to complete. The request must be witnessed by someone other than his present beneficiary or his proposed beneficiary and returned to Us at Our home office. The change must be approved by Us. If approved, it will go into effect the day he signed the request. The change will not have a bearing on any payment We make before We receive it.

### **LIMITATIONS AND EXCLUSIONS**

We will not pay benefits for:

Treatment, services or supplies which:

- Are not Medically Necessary;
- Are not prescribed by a Doctor as necessary to treat Sickness or injury;
- Are experimental/investigational in nature, except as required by law;
- Are received without charge or legal obligation to pay; or
- Is provided by an immediate family member.

### **Additional Limitations and Exclusions**

Except as specifically provided for in this Policy or any attached Riders, We will not pay benefits for Sickness or injuries that are caused by:

### **Alcoholism or Drug Addiction**

**Dental Procedures** –Dental care or treatment except for such care or treatment due to accidental injury to sound natural teeth within 12 months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly.

**Elective Procedures and Cosmetic Surgery** – Cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect.

**Felony or Illegal Occupation** Commission of or attempt to commit a felony or to which a contributing cause was the insured's being engaged in an illegal occupation.

**Manipulations of the Musculoskeletal System** –care in connection with the detection and correction by

manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation or of or in the vertebral column.

**Mental Illness** – is a psychiatric or psychological condition including but not limited to affective disorders, neuroses, anxiety, stress and adjustment reactions. Mental Illness is not covered under this Policy. However, Alzheimer's disease and other organic senile dementias are covered under this Policy.

**Suicide or Injuries Which Any Covered Person Intentionally Does to Himself-** suicide, attempted suicide or intentionally self-inflicted injury.

**War or Act of War.** War or act of war (whether declared or undeclared; participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto. Losses as a result of acts of terrorism committed by individuals or groups will not be excluded from coverage unless the Covered Person who suffered the loss committed the act of terrorism.

**Worker's Compensation** –benefits provide under any State or Federal workers' compensation, employers' liability or occupational disease law.

#### **Pre-existing Condition Limitation**

There is no coverage for a pre-existing condition for a continuous period of 12 months following the effective date of coverage under this Policy.

This limitation does not apply to:

- genetic information in the absence of a diagnosis of the condition related to such information;
- a newborn child who is enrolled in the plan within 30 days after birth; nor to a child who is adopted or placed for adoption before attaining 18 years of age; and as of the last day of the 30-day period beginning on the date of birth, adoption or placement for adoption, is covered under creditable coverage;
- pregnancy; and
- an individual, and any dependent of such individual, who is eligible for a federal tax credit under the federal Trade Adjustment Assistance Reform Act of 2002 and who has three months or more of creditable coverage.

In determining whether a pre-existing condition limitation applies, we will credit the time the covered person was previously covered under creditable coverage, if the previous creditable coverage terminated less than 63 days prior to the effective date of the Covered Person's coverage under the policy.

Creditable coverage includes (a) a group health plan; (b) health coverage; (c) Part A or Part B of title XVIII of the

Social Security Act; (d) Title XIX of the Social Security Act, other than coverage consisting solely of benefits under section 1928; (e) Chapter 55 of title 10, United States Code; (f) a medical care program of the Indian Health Service or of a tribal organization; (g) a state health benefits risk pool; (h) a health plan offered under chapter 89 of title 5, United States Code; (i) a public health plan, including health coverage provided under a plan established or maintained by a foreign country or political subdivision (as defined in regulations); (j) a health plan under section 5(e) of the Peace Corps Act (22 U.S.C. 2504(e)) and coverage under S-CHIP.

#### **TERMINATION OF INSURANCE**

##### **Termination of a Named Insured's Coverage**

The coverage on a Named Insured will terminate on the earliest of the following dates:

- the date the Policy terminates; or
- midnight on the last day, for which premium was paid, if premium is not paid by the end of the grace period, or
- 90 days after the date written notice was provided that the Named Insured is no longer in an eligible class; or
- the date the Named Insured's class is no longer included for insurance; or
- on the date the Named Insured asks Us to end their coverage.

If we discontinue to offer this coverage to a particular class we will provide the class the option to purchase other coverage currently offered in such market without regard to the claims experience of the class or any health related status to any insureds covered or new insureds who may become eligible for such coverage.

##### **Extension of Benefits**

If a Covered Person is Totally Disabled as a result of Sickness, Injury or pregnancy, and received treatment for such condition on the date his or her coverage under the Group Policy terminates, Eligible Expenses shall include charges incurred for that Sickness Injury or pregnancy, subject to the applicable Maximum Amounts of the Group Policy. The extension of benefits terminates until the earliest of the following: (1) the end of the Sickness or Injury that caused the Total Disability; (2) the date the pregnancy ends; or (3) the end of the 90 day following the date coverage terminated.

If a Covered Person is unable to renew coverage under the current Policy Year due to a loss of eligibility, Eligible Expenses incurred after termination of insurance will be payable provided they resulted from an Injury or Sickness which commenced while insured. No payment will be made under this provision beyond 90 days from the date of the Accident or the date of the first treatment of Sickness.

The Extension of Benefits will apply only to the extent the Covered Person will not be covered under the Group

Policy or any other health insurance policy in the ensuing term of coverage.

In the case of pregnancy, benefits will continue for a pregnancy which commenced while the policy was in effect. The extension shall be for the period of that pregnancy and may not be based upon total disability.

#### **When Coverage Ends on the Named Insured's Spouse and/or Dependents**

If this is Named Insured and Spouse coverage or two-parent family coverage, coverage on the Named Insured's Spouse will end:

- if the Policy terminates;
- if the premiums are not paid for the Named Insured's Spouse when they are due;
- on the date the Named Insured asks Us to end their Spouse's coverage;
- on the date the Named Insured dies; or
- on the date the next premium is due after the Named Insured divorces their Spouse.

If this is family coverage, coverage on the Named Insured's dependents will end:

- if this Policy terminates;
- if the premium is not paid for the Named Insured's dependents when it is due;
- on the date the Named Insured asks Us to end their Dependent coverage; or
- on the date the Named Insured dies.

Coverage will end on each Dependent child when they no longer qualifies as a Dependent as defined in the Certificate. It is the Named Insured's responsibility to notify Us if any Dependent no longer qualifies as an eligible Dependent. If this is family coverage and all of the dependents no longer qualify as eligible dependents and We are not notified, the extent of Our liability will be to refund premium for the time period for which they did not qualify. Coverage will not end on a Dependent child who reaches the limiting age if that child is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation as defined in the mental hygiene law or physical handicap and who became so incapable prior to the attainment of the age at which dependent coverage would otherwise terminate and who is dependent upon such employee or member for support and maintenance.

#### **GENERAL PROVISIONS**

##### **Incontestability**

The validity of the Policy shall not be contested, except for nonpayment of premium, after it has been in force for 2 years from its date of issue. No statement made by a Named Insured relating to insurability shall be used in contesting the validity of the insurance with respect to which the statement was made after the insurance has been in force prior to the contest for a period of 2 years during the Named Insured's lifetime nor unless it is contained in a written instrument signed by the named Insured.

#### **Statements**

A copy of the Holder's application will be attached to the Policy when issued. All statements made by the Holder or by the Named Insured are deemed representations and not warranties. No statement made by any person insured will be used in any contest unless a copy of the instrument containing the statement is or has been furnished to such person or to her or his beneficiary.

#### **Misstatement of Age**

If Your age has been misstated, all amounts payable shall be such as the premium paid would have purchased at the correct age.

#### **Coverage Provided by the Policy**

We insure a Covered Person for loss according to the provisions of the Policy.

When making a benefit determination under the Policy, We have discretionary authority to determine the Covered Person's eligibility for the benefits and interpret the terms and provisions of the Policy.

#### **State Laws**

Any provision of the Policy that, on the effective date, does not agree with state laws where the Named Insured lives will be amended to conform to the minimum requirements of those laws.

#### **HOW TO FILE A CLAIM/CLAIM PROVISIONS**

##### **How to File a Claim**

A claim form must be completed within 90 days after the covered loss begins or as soon as it is reasonably possible. The claim form, along with proof of loss, should be sent to Us at Our home office.

If the Named Insured does not have a claim form, he must give Us a written statement describing the loss within 90 days after the covered loss begins or as soon as it is reasonably possible. The statement should include his name and Certificate Schedule Number as shown in the Certificate Schedule. It must also include proof of loss and how the loss occurred. The Named Insured should send the statement to Us at Our home office. When We receive the statement describing the loss, We will send him claim forms within 15 days. If he does not receive claim forms, his written statement along with the proof of loss will be used to process his claim.

##### **Proof of Loss**

The Named Insured must give Us a written proof of loss within 90 days after the covered loss begins. If he is not able to give Us written proof of loss within 90 days, it will not have a bearing on this claim if proof is given to Us as soon as it is reasonably possible, except in the absence of legal capacity.

Refer to the applicable benefit section(s) for written proof of loss requirement.

### **Payment of Claim**

Benefits will be paid to the Named Insured or to the designated beneficiary on record. If no named beneficiary is on record with us all or any part of the benefits owed will be paid to the estate. In lieu of paying benefits to the estate we may at our option pay benefits to any one or more of the following surviving relatives:

- spouse;
- mother;
- father
- child or children; and
- brothers or sisters.

If there are no survivors in any of these classes, we may pay benefits for expenses on account to a Hospital or Doctor's office or other person actually supporting him or her and who is deemed by us to be entitled to payment. Any payments made in good faith will end our liability to the extent of the payment.

### **Time of Payment of Claim**

We will pay any benefits due not more than 60 days after We receive written proof of loss.

### **Questions Concerning the Named Insured's Claim**

If the Named Insured has questions concerning his claim, he can call Us at Our home office.

### **Physical Examinations**

We can require that any Covered Person be examined by a Physician of Our choice at Our expense as often as it is reasonably necessary while his claim is pending.

### **Legal Actions**

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.