

# PLAN 1 - INDIVIDUAL + SPOUSE



Gap HCI Plan<sup>sm</sup>  
Member Driven **Value.**  
Group Insurance Certificates



Build a Better Healthcare Future.

States:

AL, AZ, AR, DC, DE, FL, GA, IL, IN, IA, KY, MI, MS, NC,  
ND, NE, NM, OH, OK, PA, RI, SC, TN, TX, VA, WI & WY

*These Group Insurance Certificates are for the Gap HCI Plan<sup>sm</sup> **purchased on or after 090717**. If you purchased the Gap HCI Plan<sup>sm</sup> **prior to 090717**, your group insurance certificates may be different. You can call your personal member concierge at 866.438.4274 to get your correct certificates.*

# Accident and Sickness Limited Benefit Cash Insurance

Underwritten by:  
**Federal Insurance Company**  
A member insurer of the  
Chubb Group of Insurance Companies

15 Mountain View Road, PO Box 1615  
Warren, NJ 07061-1615

Administered by:  
HA Partners, Inc.  
409 W. Vickery Blvd  
Fort Worth, TX 76104  
Phone Number: 866-438-4274

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## **Important Notice - Please Read this Description of Coverage Carefully**

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As a handy reference guide, please read this document and keep it in a safe place with Your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete provisions are contained in the Policy form 9908-17-48, which can be obtained from the Policy Administrator.

POLICYHOLDER: United Business Association

GROUP POLICY NO.: 9908-17-48

CLASS DESCRIPTION: All Members of the Policyholder and their Spouse or Domestic Partner when the Member elects Plan 1 Member + Spouse coverage at time of enrollment and pays the required premium as on file with the administrator and who reside in the following states: Alabama, Arizona, Arkansas, Delaware, District Of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kentucky, Michigan, Mississippi, Nebraska, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, Wisconsin, Wyoming.

### **WHEN DOES MY COVERAGE BECOME EFFECTIVE?**

Subject to payment of premium due, Your insurance becomes effective on the later of the following: 1) on the date the policy is effective which is September 1, 2016; or 2) when We accept the eligible person's enrollment form.

### **WHEN DOES MY DEPENDENT'S COVERAGE BECOME EFFECTIVE?**

If You want to cover an eligible Dependent per the Class Description above, he or she will become a Covered Person on the later of the following: 1) the effective Date of Your insurance under this policy, subject to payment of any premium due; or 2) the date You enroll the Dependent for insurance and pay the premium due.

## **WHEN DOES COVERAGE TERMINATE?**

Insurance for a Covered Person automatically terminates on the earliest of: 1) the termination date of this policy; 2) the expiration of the period for which required premium has been paid for such Covered Person; 3) the date on which a person no longer meets the eligibility criteria as a Covered Person; 4) the date the Covered Person requests in writing that coverage be terminated; 5) the date on which the Covered Person attains age seventy-five (75); or 6) for any Dependent Covered Person, the date Your insurance terminates.

## **HOW DO I ADD NEWBORN CHILDREN AND ADOPTED CHILDREN IF I AM ALREADY COVERED?**

*Newborn Coverage:* Any child born to You is covered from the moment of birth for 31 days. If no additional premium is required, a notice of birth must be submitted to Us within 31 days of the birth in order to continue the coverage beyond the initial 31-day period. If payment of a specific premium is required to provide coverage for a child, such premium must be paid within 31 days after the date of birth in order to have the coverage continue beyond such 31-day period. If an application or other form of enrollment is required in order to continue coverage beyond the thirty-one-day period after the date of birth and You have notified Us of the birth within such 31-day period, We will, upon notification, provide the **Insured Person** with all forms and instructions necessary to enroll the newly born child and We will allow You an additional ten days from the date the forms and instructions are provided in which to enroll the newly born child.

*Adopted Children:* A child adopted by You is covered from the date of placement. Coverage will continue unless the child's placement is disrupted prior to legal adoption. A notice of placement for adoption, together with any additional premium, must be submitted to Us within 31 days of the placement in order to continue the coverage beyond the initial 31-day period. Adopted Children will also include a child who is the subject of a suit to which the **Insured Person** is a party and in which the **Insured Person** seeks to adopt the child.

## **WHAT BENEFITS ARE INCLUDED?**

Benefits are provided in the United States including its territories and jurisdictions.

Benefits are payable based on the Plan Year as follows: Description of Coverage Year

The following benefits are included in Your coverage. Please note that Your covered Spouse or covered Domestic Partner's benefits may not be payable at the same level as Your benefits.

The covered Spouse or covered Domestic Partner is paid at 100% of Your Benefit Amount listed below for any loss covered under this policy.

## **HOSPITAL ADMISSION INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay a Hospital Admission Benefit if a Covered Person is admitted to a Hospital and Confined due to Sickness or as the result of an Accident. The Covered Person must become Confined within 6 months after the covered Accident. No benefit will be paid for:

- 1) emergency room treatment;
- 2) outpatient treatment; or
- 3) a stay of less than 20 hours in an observation unit.

The Benefit Amount is shown below.

We will not pay more than the Maximum number of admissions as shown below.

### **How much insurance is provided?**

Benefit Amount per Hospital admission: \$750.00

Maximum number of admissions per Sickness or Accident per Plan Year: 1

## **IN-HOSPITAL INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay the daily In-Hospital Benefit Amount shown below, for each day a Covered Person is In-Hospital due to a Sickness or Accident. The first day of a Hospital stay must occur within thirty (30) days of the Accident, causing the Injury.

The In-Hospital Benefit Amount will be paid until the earliest of the date the:

- 1) Covered Person dies;
- 2) Covered Person is no longer In-Hospital; or
- 3) Maximum Number of Days, shown below, has elapsed; or
- 4) Maximum Benefit Amount has been paid.

A Confinement for a Sickness shall not be combined with another Confinement for an Accident in determining a Period of Confinement.

We will not pay more than the Maximum Benefit Amount, shown below.

**How much insurance is provided?**

Daily Benefit Amount: \$1,000.00

Maximum Number of Days per Period of Confinement: 30

Maximum Benefit Amount per Sickness and Accident combined per Plan Year: \$30,000.00

**What Special Conditions Apply To This Benefit?**

If a Covered Person is discharged from the Hospital and a different Sickness or Accident causes such Covered Person to be In-Hospital again after 1 day of non-confinement, then We will consider it a new Period of Confinement. If a Covered Person is discharged from the Hospital and readmitted for the same Sickness or Accident as the prior Period of Confinement within 180 days of the prior Period of Confinement's discharge, it will be considered the same Period of Confinement. If it is considered the same Period of Confinement then a Covered Person will not have to satisfy a new Elimination Period but is subject to the same Maximum Number of Days and any Maximum Benefit Amounts shown above for that Sickness or Accident. If it is considered a new Period of Confinement, then a new Elimination Period must be satisfied but the Covered Person is entitled to a new Maximum Benefit Amount.

**INTENSIVE CARE UNIT INDEMNITY BENEFIT**

**What Is This Benefit?**

We will pay the daily Intensive Care Unit Benefit Amount shown below, for each day of Confinement if an Accident or Sickness causes a Covered Person to be Confined in an Intensive Care Unit. This benefit is paid in addition to the In-Hospital Benefit Amount. The first day of Confinement in the Intensive Care Unit must occur within thirty (30) days of the Accident.

The Intensive Care Unit Benefit Amount will be paid until the earliest of the date:

- 1) the Covered Person dies;
- 2) the Covered Person is no longer Confined in an Intensive Care Unit; or
- 3) the Maximum Number of Days, shown below, has elapsed.

We will not pay more than the Maximum Benefit Amount, shown below.

**How much insurance is provided?**

Daily Benefit Amount: \$100

Maximum Number of Days per Period of Confinement: 30

Maximum Benefit Amount per Sickness and Accident combined per Plan Year: \$3,000.00

### **What Special Conditions Apply To This Benefit?**

The Intensive Care Unit Benefit Amount will be paid until the earliest of the date:

- 1) the Covered Person dies;
- 2) the Covered Person is no longer Confined in an Intensive Care Unit; or
- 3) the Maximum Number of Days, shown above has elapsed.

A Confinement for a Sickness in an Intensive Care Unit shall not be combined with another Confinement in an Intensive Care Unit for an Accident in determining a Period of Confinement.

If a Covered Person is discharged from the Hospital and a different Sickness or Accident causes such Covered Person to be Confined in an Intensive Care Unit again after 1 day of non-confinement, then We will consider it to be a new Period of Confinement. If a Covered Person is discharged from the Hospital and readmitted to an Intensive Care Unit for the same Sickness or Accident as the prior Period of Confinement within 180 days of the prior Period of Confinement's discharge, it will be considered the same Period of Confinement. If it is considered the same Period of Confinement then a Covered Person will not have to satisfy a new Elimination Period but is subject to the same Maximum Number of Days and any Maximum Benefit Amounts shown above for that Sickness or Accident. If it is considered a new Period of Confinement, then a new Elimination Period must be satisfied but the Covered Person is entitled to a new Maximum Benefit Amount.

## **PHYSICIAN OFFICE VISIT INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay the Physician Office Visit Indemnity Benefit Amount, as shown below, for a Physician office visit as a result of an Accident or Sickness. The visit must be made to the Physician's office or clinic. The visit to a Physician's office must occur within thirty (30) days of the Accident, causing an Injury.

Benefits are not payable for:

- 1) visits made by a Physician while the Covered Person is Confined in a Hospital;
- 2) routine eye examinations, or fitting of glasses or fitting of hearing aids;
- 3) dental examinations or dental care other than expenses resulting from Accidental injury; or
- 4) Annual physicals, school sports physicals, and other types of preventive visits not required due to an Accident or Sickness.

We will not pay more than the Maximum Benefit Amount, shown below.

### **How much insurance is provided?**

Per Visit Benefit Amount: \$35.00

Maximum number of visits per Sickness or Accident per Plan Year: 2

## **EMERGENCY ROOM INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay the Emergency Room Benefit Amount, shown below, if an Accident or Sickness causes the Covered Person to require and receive Emergency Medical Care in an emergency room of a Hospital. Treatment must be received within 24 hours of the Accident.

We will not pay more than the Maximum Benefit Amount shown below.

### **How much insurance is provided?**

Per Visit Benefit Amount: \$300.00

Maximum number of emergency room visits per Sickness or Accident Plan Year: 2

## **SURGICAL INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay the Surgical Indemnity Benefit if a Covered Person has a Major or Minor Surgical Procedure performed while In-Hospital or on an outpatient basis in an Outpatient Unit. The Benefit Amounts are shown below.

If two or more procedures are performed through the same incision or operative field, payment will be made only for the procedure of the larger benefit. If more than one procedure is performed but each through separate incisions or in a separate operative field, the amount payable shall be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

A surgical procedure due to Accident must occur within thirty (30) days of the Accident, causing an Injury.

We will not pay more than the maximum number of Major or Minor Surgical Procedures in a Plan Year as shown below.

How much insurance is provided?

Benefit Amount per In-Hospital Major Surgical Procedure per Covered Person per Plan Year: \$7,500

Benefit Amount per Major Surgical Procedure performed in an Outpatient Unit per Covered Person per Plan Year: \$3,500

Benefit Amount per In-Hospital Minor Surgical Procedure per Covered Person per Plan Year: \$500

Benefit Amount per Minor Surgical Procedure performed in an Outpatient Unit per Covered Person per Plan Year: \$500

Maximum Number of In-Hospital Procedures per Covered Person per Plan Year regardless of whether a Major or Minor Surgical Procedure: 1

Maximum Number of Outpatient Unit Procedures per Covered Person per Plan Year regardless of whether a Major or Minor Surgical Procedure: 1

## **REDUCTION OF BENEFIT AMOUNT FOR ALL BENEFITS PROVIDED**

### **Do Benefits reduce at certain ages?**

If a Covered Person is age 65 or older on the date of a loss covered under this policy, the benefit otherwise payable will be reduced according to the following schedule:

### **How much insurance is provided?**

Age on Date of Loss:	Amount of Benefit Amount after Reduction:
65	50% of the Benefit Amount otherwise payable to the Covered Person
70	25% of the Benefit Amount otherwise payable to the Covered Person

The Benefit Amount cannot be increased by You after age sixty-five (65).



## WHAT DEFINITIONS APPLY TO MY COVERAGE?

The following definitions are important to Your benefits:

Accident or Accidental means a sudden, unforeseen, and unexpected event which happens by chance, arises from a source external to the Covered Person, is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; occurs while the Covered Person is insured under this policy which is in force; and is the direct cause of loss. Benefit Amount means the amount stated in the provision entitled WHAT BENEFITS ARE INCLUDED? for a benefit covered under this policy for a Covered Person. Class means the categories of Covered Persons described on page 1 of the Description of Coverage. Company means Federal Insurance Company. Complications of Pregnancy means conditions which require Hospital stays before the pregnancy ends and whose diagnoses are distinct from but are caused or affected by pregnancy. These conditions are: 1) acute nephritis or nephrosis; and 2) cardiac decompensation or missed abortion; and 3) similar medical and surgical conditions of comparable severity; and 4) non-elective caesarean section; and 5) termination of an ectopic pregnancy; and 6) spontaneous termination when a live birth is not possible. (This does not include elective abortion.) Confined or Confinement means being admitted to a Hospital to receive inpatient services for which the Covered Person is charged at least one day's room and board by the Hospital. Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient in a Hospital. Covered Person means You and Your insured Dependents. Dependent means Your Dependent Child, Your Spouse, or Your Domestic Partner. Dependent Child means an unmarried child from the moment of birth who is dependent upon You for support and maintenance and is described as follows: 1) A child under the age of twenty-five (25) and includes biological children; step-children; adopted children from the date of placement in Your home or from the time You are a party in a suit in which the adoption of the child by You is sought (a child is considered to be the Your child You are a party to a suit in which You seek to adopt the child); and a child for which You must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a court in this state. Coverage will not terminate solely because the child does not reside You or because You do not claim the child as an exemption for federal income tax purposes under Section 151(c)(1)(B), Internal Revenue Code of 1986; 2) A grandchild under the age of twenty-five (25) if the grandchild is claimed as a dependent You for federal income tax purposes at the time application for coverage of the grandchild is made. Coverage for a grandchild may not be terminated solely because the covered child is no longer a dependent of Yours for federal income tax purposes; and 3) A child classified as an Incapacitated Dependent Child. Description of Coverage Year means the consecutive twelve (12) month period starting with the Insured Person's effective date of coverage under this policy and ending on the day before the anniversary date of such effective date. Domestic Partner means a person designated by You who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who is at least eighteen (18) years of age and competent to enter into a contract; is not related to You by blood; has exclusively lived with You for at least twelve (12) consecutive months prior to the date of enrollment; is not legally married or separated; and as of the date of enrollment, has with You at least two (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor

vehicle lease; or d) a joint credit card account with a financial institution. Neither You nor the Domestic Partner can be married to, nor in a civil union with, anyone else. Emergency Medical Care means the sudden onset of a medical condition due to Accident or Sickness for which the Covered Person seeks immediate medical care at the nearest available facility. The condition must be one that manifests itself by acute symptoms that are sufficiently severe that, without immediate medical attention, could reasonably be expected to result in: placing the Covered Person's health in serious jeopardy; serious impairment of bodily functions; or serious dysfunction of any bodily organ or part. Hospital means a public or private institution which: 1) is licensed in accordance with the laws of the jurisdiction where it is located; 2) is accredited by the Joint Commission on Accreditation of Hospitals; 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients; 4) provides organized facilities for diagnosis and medical or surgical treatment; 5) provides twenty-four (24) hour nursing care; 6) has a Physician or staff of Physicians; and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts. Hospital includes a Rehabilitation Facility except a facility that is exclusively a treatment facility for alcoholism or drug or substance abuse or a detoxification facility. Immediate Family Member means Your 1) Spouse or Domestic Partner; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. Immediate Family Member also means a Spouse's or Domestic Partner's children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews. Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on the Insured Person for support and maintenance. The incapacity must have occurred while the child was under the age of twenty-five (25). In-Hospital means registered as an in-patient and Confined to a Hospital while being treated by a Physician. In-Hospital does not include confinement solely for convalescent or nursing care. Intensive Care Unit means only that specifically designated facility of the Hospital that provides the highest level of medical care. It is restricted to patients who are critically ill or injured. The Intensive Care Unit must be listed in the current edition of the American Associate Guide or eligible to be listed therein. This guide lists three types of facilities that meet the definition of Intensive Care Unit: 1) Intensive Care Unit; 2) Cardiac Intensive Care Unit; and 3) Infant (neonatal) Intensive Care Unit. Major Surgical Procedure means a surgical procedure required to treat an injury caused by an Accident or Sickness that requires general anesthesia with respiratory assistance. Mental Illness means those illnesses classified as disorders in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association that is current as of the date services are rendered to a Covered Person. For purposes of the policy, Mental Illness does not include alcoholism or drug or substance abuse. Minor Surgical Procedure means a surgical procedure required to treat an Accident or Sickness that requires general anesthesia but no respiratory assistance. Outpatient Unit means a licensed treatment center that has: 1) permanent facilities; 2) a Physician present during all operating hours; and 3) ancillary services, including laboratory and X-ray, staffed during all operating hours. Period of Confinement means a period of consecutive days of In-Hospital from the date the Covered Person is admitted to the Hospital until the date of discharge. The Period of Confinement must be for at least one 24 hour period. A Confinement for a Sickness shall not be combined with another Confinement for an Accident

in determining a Period of Confinement. Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include: 1) the Covered Person; 2) an Immediate Family Member; 3) the Covered Person's employer or business partner; or 4) the Policyholder. Plan Year means the 12 month period of time used to determine how benefits are paid. The Plan Year is shown in the section entitled WHAT BENEFITS ARE INCLUDED?. Policyholder means the entity identified in the Insuring Agreement. Policy Year means the consecutive 12 months period starting on the Policy Effective Date. Pre-existing Condition means a Sickness for which, in the 6 months before the Covered Person becomes insured under the policy, medical advice, treatment or care was sought by the Covered Person, or, was recommended by, prescribed by or received from a Physician. Proof of Loss means written evidence acceptable to Us that an Accident or Sickness has occurred that results in a loss covered under this Policy. Rehabilitation Facility means a public or private institution which: 1) is licensed in accordance with the laws of the jurisdiction where it is located; 2) is accredited by either the Joint Commission on Accreditation of Health Care Organizations or the Commission on the Accreditation of Rehabilitation Facilities; 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients; 4) provides organized facilities for the rehabilitation of physical disabilities; 5) provides twenty-four (24) hour nursing care; 6) has a Physician or staff of Physicians; and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts. Sickness means a physical illness or disease or Mental Illness that begins while the policy is in force and is not a Pre-existing Condition. Sickness includes Complications of Pregnancy. All Sicknesses due to the same or a related cause are considered one Sickness. Spouse means Your husband or wife who is recognized as such by the laws of the jurisdiction in which You reside. A covered Spouse is a Covered Person. We, Us and Our means Federal Insurance Company. You, Your means an eligible Member who has enrolled for insurance under this Policy and paid the premium due.

## **WHAT IS NOT COVERED?**

This insurance does not apply to any loss that is caused by or resulting from, directly or indirectly:

- 1) any Accident caused by or resulting from, directly or indirectly, a Covered Person's participation in scuba diving to depths of more than 130 feet; skydiving; hang-gliding or para-gliding; parascending other than over water; bungee jumping; mountaineering or rock climbing normally requiring the use of guides or ropes; or caving.
- 2) any Accident or Sickness caused by or resulting from, directly or indirectly, the Covered Person's commission or attempted commission of a felony or being engaged in an illegal occupation.
- 3) any Accident or Sickness caused by or resulting from, directly or indirectly any occurrence while the Covered Person is incarcerated.
- 4) Alcoholism or drug or substance abuse. In addition, the insurance does not apply to any confinement in a detoxification facility or drug or alcohol rehabilitation facility that is not also a Hospital or part of a Hospital.
- 5) any Accident or Sickness caused by or resulting from, directly or indirectly, the Covered Person being under the influence of any narcotic or other controlled substance at the time

of the loss. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a Physician.

- 6) Sickness caused by or resulting from a Covered Person's Pre-existing Condition if the Sickness occurs during the first 12 months that a Covered Person is insured under this policy.
- 7) pregnancy, except a Complication of Pregnancy;
- 8) pregnancy of a Dependent Child, unless required by law.
- 9) any Accident caused by or resulting from, directly or indirectly, the Covered Person participating in any professional sporting activity for which the Covered Person received a salary or prize money.
- 10) any rest care or custodial care or treatment for any Accident or Sickness.
- 11) any Accident caused by or resulting from, directly or indirectly, the Covered Person being engaged in or participating in a motorized vehicular race or speed contest.
- 12) any Accident or Sickness caused by or resulting from, directly or indirectly, the Covered Person participating in military action while in active military service with the armed forces of any country or established international authority.
- 13) related to the Covered Person's suicide, attempted suicide or intentionally self-inflicted injury.
- 14) voluntary abortion, except with respect to You or Your covered Spouse or Domestic Partner where such person's life would be endangered if the fetus were carried to term.
- 15) any Accident or Sickness caused by or resulting from, directly or indirectly: (a) war, undeclared war, civil war, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss; or (b) an Insured Person's active participation in an insurrection, rebellion or revolution.
- 16) routine newborn well baby care, including routine nursery charges.
- 17) Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit or which are payable under Occupational Disease Law, Workers Compensation or similar law, whether or not application for such benefits have been made.

## **ARE THERE IMPORTANT THINGS TO KNOW WHEN FILING A CLAIM?**

Yes, these are the Claim Provisions:

Answers to specific questions can be obtained by writing the Plan Administrator. **To submit a claim please contact the Claim Administrator.**

Health Special Risk, Inc.  
HSR Plaza II  
4100 Medical Parkway  
Carrollton, TX 75007  
Phone Number: 866-523-3452  
Fax Number: 972-512-5824  
Email: [ubaclaims@hsri.com](mailto:ubaclaims@hsri.com)

Reference the policy number: 9908-17-48

**Notice of Claim:**

Written Claim Notice must be given to Us or any of Our brokers or appointed agents within twenty (20) days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Covered Person and Policyholder. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

**Claim Forms:**

When We receive notice of a claim, We will send the Covered Person or the Covered Person's designee, within fifteen (15) days, forms for giving Proof of Loss to Us. If the Covered Person or the Covered Person's designee does not receive the forms before the 16<sup>th</sup> day after receiving notice of claim, then the Covered Person or the Covered Person's designee should send Us a written description of the loss. This written description should include information detailing the occurrence, type and extent of the loss for which the claim is made.

**Claim Proof of Loss:**

Complete Proof of Loss must be given to Us within ninety (90) days after the date of the loss, or as soon as reasonably possible.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

**Claim Payment:**

We will pay the Covered Person, beneficiary, or the Covered Person's assignee the applicable Benefit Amount within sixty (60) days after We receive complete Proof of Loss if the Covered Person, the Policyholder and beneficiary, where applicable, have complied with all the terms of this policy.

We shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th business day after the date We receive all items, statements, and forms required by Us, in order to secure final proof of loss. If We reject the claim, We will provide the Covered Person with the reasons for rejection. If We cannot accept or reject the claim within the 15 day period, We shall notify the claimant within the 15 day period and give the reasons that We require the additional time. We must accept the claim within 45 days of such notice of delay. If We delay payment of a claim for more than 60 days following Our receipt of all items, statements, and forms reasonably requested and required, We shall pay, in addition to the amount of the claim, 18 percent per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.

**Claim and Suit Cooperation:**

In the event of a claim under this policy, the Policyholder, the Covered Person or the beneficiary, if applicable, must fully cooperate with Us in Our handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all

physical examinations and autopsies that We may require. If We are sued in connection with a claim under this policy, then the Policyholder, the Covered Person or the beneficiary must fully cooperate with Us in the handling of such suit. The Policyholder, the Covered Person or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without Our prior written consent.

### **ARE THERE ANY OVER-ARCHING PROVISIONS THAT I SHOULD KNOW ABOUT?**

Yes, these are the general provisions. The following provisions apply to the Covered Persons:

#### **Grace Period:**

The Policyholder is entitled to a grace period of thirty-one (31) days from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. We are not required to provide notification of such termination.

#### **Compliance by Policyholder and Covered Person :**

We have no duty to provide insurance under this policy unless the Policyholder, the Covered Person and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

#### **Concealment or Fraud:**

Subject to the “Time Limit on Certain Defenses” provisions, insurance under this policy is void if:

- 1) the Policyholder or any Covered Person has intentionally concealed any material fact or made a material misrepresentation relating to this policy before or after a loss;
- 2) the Policyholder or any Covered Person has intentionally concealed any material fact or made a material misrepresentation relating to a loss or benefit otherwise payable; or
- 3) the Policyholder or any Covered Person files a false report of a loss.

#### **Assigned Payment of Benefits:**

You may assign payment of benefits by notifying Us in writing on a form acceptable to Us of the assignment. We assume no responsibility for the validity or effect of an assignment.

#### **Governing Jurisdiction and Conformance with Statutes:**

This policy is governed by the laws of the jurisdiction in which it is delivered to the Policyholder. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a Description of Coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the Description of Coverage is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

**Legal Action Against Us:**

No legal action may be brought to recover on this policy until sixty (60) days after We have been given complete Proof of Loss. No such action may be brought after three (3) years from the time complete Proof of Loss is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will We be liable for benefits that are not payable under the terms of this policy or that exceed the applicable Benefit Amounts or limits of insurance of this policy.

**Liberalization:**

If We adopt any changes:

- 1) within forty-five (45) days prior to the policy effective date shown in the WHEN DOES MY COVERAGE BECOME EFFECTIVE? Section above; or
- 2) during the Plan Year,

which broaden this insurance without an additional premium charge, then the Covered Person will automatically receive the benefit of the broadened insurance.

**Misstatement of Age:**

If the age of a Covered Person has been misstated, We will make an equitable adjustment of the premium and benefits. The premium will be the difference between the premiums paid and the premiums that would have been paid at the Covered Person's true age. If coverage would not have been provided, We will refund the premiums paid for such insurance on and terminate the insurance, if no benefits have been paid. Benefits payable will be based on the correct age and premium paid.

**Physical Examination and Autopsy:**

We have the right to have the Covered Person examined by a Physician approved by Us, as often as reasonably necessary while a claim is open. We may also have an autopsy done by a Physician, unless prohibited by law. Any examinations or autopsies that We require will be done at Our expense.

**Time Limit on Certain Defenses:**

In the absence of fraud, statements made by a Covered Person are deemed representations and not warranties. After two years from the Covered Person's effective date of coverage, no misstatements, except fraudulent misstatements, on the Covered Person's enrollment form may be used to:

- 1) void this coverage; or
- 2) deny or reduce any claim for loss that occurs after the two year period.

If a Covered Person receives an increase in any Benefit Amount, an additional two year time limit period will apply to the increase in benefits only.

**Workers' Compensation:**

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.