

Nova Casualty Company

GROUP LIMITED BENEFITS ACCIDENT AND SICKNESS HEALTH INSURANCE

THE INSURANCE EVIDENCED BY THIS CERTIFICATE PROVIDES LIMITED BENEFITS HEALTH INSURANCE ONLY. IT DOES NOT PROVIDE BASIC HOSPITAL; BASIC MEDICAL; MAJOR MEDICAL; MEDICARE SUPPLEMENT; LONG TERM CARE; NURSING HOME INSURANCE ONLY; HOME CARE INSURANCE ONLY OR NURSING HOME AND HOME CARE.

CERTIFICATE OF COVERAGE

Issued under the terms of

Group Insurance Policy Number: CSE-AH-5000001-0

**Issued to: Association for Independent Managers
(herein called the Policy Holder)**

Policy Date: April 1, 2009

Nova Casualty 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. Eligible Classes are 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" or "Certificate Holder" 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 Nova Casualty Company. Policy means the Group Limited Benefits Accident and Sickness 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.

TO OBTAIN INFORMATION ABOUT THIS POLICY; CALL OUR TOLL FREE NUMBER: 1-866-633-6945

Nova Casualty Company:



Marita Zuraitis
President



Charles Cronin
Secretary

This is a Group Limited Benefits Accident and Sickness policy. This is not a basic hospital; basic medical or major medical insurance.

Please READ YOUR POLICY CAREFULLY.

THE POLICY IS CANCELLABLE AT THE OPTION OF THE COMPANY.

PLEASE READ THE TERMINATION PROVISION.

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:

NOVA GRP LM 2008-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.

Charges or Loss

Charge or Loss or Charges or Losses if plural refer to expenses incurred by a Covered Person due to a Covered Accident or Covered Sickness which is covered under this Policy or Certificate.

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:

- causes a Loss which results in covered medical or health care treatment after the Certificate Effective date shown on the Certificate Schedule and ;
- causes a Loss which results in covered medical or health care treatment 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:

- causes a Loss which results in covered medical or health care treatment after the effective date shown on the Certificate Schedule and;
- causes a Loss which results in covered medical or health care treatment 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

NOVA GRP LM 2008 CERT

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 [6/12] month period preceding the effective date of coverage of the Covered Person.

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 12 days. The Waiting Period and the pre-existing condition exclusion period; if any; will be satisfied concurrently.

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 Open Enrollment Period shown on the Certificate Schedule and may be subject to evidence of individual insurability at the option of Us.

Delayed Effective Date of Coverage

The effective date of any Named Insured's coverage and the coverage of his Spouse; Family and dependants; if any; will be delayed for any Named Insured if they are not a member of an Eligible Class on the Certificate 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 entitled to coverage under this Policy.

Who is Covered By This Certificate

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

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

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

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

Dependent children means any unmarried natural children; step-children; legally adopted children or children placed into Your legal custody for adoption who are under the age of 25 years of age

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

Coverage on a Dependent child will continue for a covered student who takes a leave of absence from school due to illness for a period of 12 months from the last day of attendance in school. However; coverage will not continue beyond the age at which coverage would otherwise terminate. In order to qualify for this continuation; the medical necessity of a leave of absence from school must be certified to by the student's attending Physician. Written documentation of the illness must be submitted to Us.

Coverage for the Named Insured's newborn children:

Subject to the notification requirements of the section entitled; "**Coverage for all newly acquired Dependents**"; 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 birth. Such coverage includes:

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

Coverage for the Named Insured's adopted child(ren):

Subject to the notification requirements of the section entitled; "**Coverage for all newly acquired Dependents**"; a child adopted by You or Your insured Spouse will automatically become insured as a dependent. The effective date of the coverage will be the earlier of:

- the date of placement for the purpose of adoption; or
- the date of the entry of an order granting the adoptive parent custody of the child for purposes of adoption.

Coverage for adopted 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 child unless the placement is disrupted prior to the final adoption; and

- 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.

Coverage for all newly acquired Dependents:

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

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

For coverage to continue beyond the first 31 days; premium and notification must be received.

DESCRIPTION OF BENEFITS

All Benefits covered under this Policy and Certificate are subject to all of the provisions; Limitations and Exclusions of this Policy and Certificate. The Loss or Charges must have been incurred in the United States of America for coverage to apply under this Policy or Certificate.

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 for more than 20 consecutive hours 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 Hospital Confinement Benefit for each day the Covered Person is confined; up to the Hospital Confinement Maximum Benefit shown on the Certificate Schedule. The Hospital Confinement Maximum Benefit is the number of days listed in the Certificate Schedule that the Hospital Confinement Benefit will be paid per day of confinement per Policy Year per Family.

We will not pay this benefit for:

- emergency room treatment; or
- any form of outpatient treatment; or
- Confinement to a Hospital or Observation Unit of less than 20 hours; or
- Confinement to a Hospital that commenced prior to the Certificate Effective Date or the Policy Effective Date.

We will not pay the Hospital Confinement Benefit and the Hospital Intensive Care Unit Confinement Benefit concurrently. If both the Hospital Confinement Benefit and the Hospital Intensive Care Unit Confinement Benefit cover any Loss; only the Hospital Intensive Care Unit Confinement Benefit will cover the Loss and the Hospital Confinement Benefit will not provide coverage for the Loss until and unless the Hospital Intensive Care Unit Confinement Benefit Maximum has been reached.

We will not pay for any Hospital Confinement for the birth of a newborn child of any Covered Person following birth unless the Hospital Confinement is required because the child is injured or sick. In such case; the Hospital Confinement Benefit will only apply after the first three consecutive days of confinement.

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 Confinement 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. The Hospital Intensive Care Unit Confinement Maximum Benefit is up to the number of days listed in the Certificate Schedule that the Hospital Confinement Benefit will be paid per day of confinement per Policy Year per Family.

If any Covered Person is confined to a Hospital Intensive Care Unit that does not meet the definition in this Policy or Certificate of a Hospital Intensive Care Unit; We will pay the Hospital Confinement Benefit up to the Maximum Benefit shown on the Certificate Schedule. We will not pay the Hospital Intensive Care Unit Confinement Benefit and the Hospital Confinement Benefit concurrently. If both the Hospital Confinement Benefit and the Hospital Intensive Care Unit Confinement Benefit cover any Loss; only the Hospital Intensive Care Unit Confinement Benefit will cover the Loss and the Hospital Confinement Benefit will not provide coverage for the Loss until and unless the Hospital Intensive Care Unit Confinement Benefit Maximum has been reached.

We will not pay for this Hospital Intensive Care Unit Confinement Benefit for the birth of a newborn child of any Covered Person following birth unless the confinement to any Hospital Intensive Care unit is required because the child is injured or sick. In such case; the Hospital Intensive Care Unit Benefit will only apply after the first three consecutive days of the confinement.

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 With Anesthesia 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). If a Covered Person has more than one surgical procedure performed at the same time or on the same day as caused by a Covered Accident or Covered Sickness; We will pay for only one surgical procedure; even if caused by more than one Accident or Sickness. In such case; We will pay the surgical procedure that has the highest dollar value. The surgical procedure must occur while the coverage is in force.

The Anesthesia Benefit is the Surgery With Anesthesia Benefit times the percentage shown in the Certificate Schedule.

Multiple surgical procedures performed during the same operative session and through the same incision shall be reimbursed in an amount set forth in the Certificate Schedule for the most expensive procedure then being performed; and the lessor expensive procedures shall not be covered. Multiple surgical procedures performed during the same operative session but through different incisions shall be reimbursed for all such procedures as follows: The most expensive procedure then being performed shall be reimbursed at the amount set forth in the Certificate Schedule and any other procedures at an amount equal to 50 percent of the amount set forth in the Certificate Schedule for these procedures.

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 which applies per Policy Year per Family.

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

HOSPITAL ADMISSION BENEFIT

We will pay the Hospital Admission Benefit shown on the Certificate Schedule; if any Covered Person incurs Charges and is admitted to a Hospital as the result of

injuries received in a Covered Accident or Covered Sickness while this coverage is in force.

If a Covered Person is admitted to a Hospital and is discharged and admitted again for the same or related condition within 90 days; We will treat this later Hospital admission as a continuation of the previous Hospital Confinement. If more than 90 days have passed between the periods of Hospital Confinement; We will treat this later admission as a new and separate admission.

We will not pay this benefit for:

- emergency room treatment;
- outpatient treatment; or
- A stay of less than 20 hours in an Observation Unit or Hospital.

This benefit is subject to the Hospital Admission Benefit Maximum Benefit; shown on the Certificate Schedule; which applies per Policy Year per Family.

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.

Services that result in Charges 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; which applies per Policy Year per Covered Person.

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)
- Colonoscopy or virtual colonoscopy
- Eye exam performed by a licensed optometrist or ophthalmologist
- Fasting blood glucose test
- Flexible sigmoidoscopy
- Hemoccult 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

Benefits for any type of Colonoscopy Test which includes virtual colonoscopy Test are limited to one test per Policy Year per Covered Person.

This benefit is subject to the Preventive Care Test Benefit Maximum Benefit shown on the Certificate Schedule which applies per Policy Year per Covered Person.

This benefit shall not provide coverage if any test is covered also under the Diagnostic; X-Ray and Laboratory Test Benefit.

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; X-Ray and Laboratory 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 per test. This Benefit will pay the Diagnostic Test Benefit listed in the Certificate Schedule per test. This benefit is subject to:

- the Maximum Benefit which applies per Policy Year per Covered Person.

The Diagnostic; X-Ray and Laboratory Test Benefit must be performed:

- while the coverage is in force;
- in a Hospital; ambulatory surgical center or Licensed Physician's office; and
- after the Waiting Period. No benefits will be paid for a diagnostic test performed during the Waiting Period.

The Diagnostic; X-Ray and Laboratory Test Benefit must be ordered by a Physician because of a Covered Accident or Covered Sickness.

We will not pay the Preventive Care Test Benefit and the Diagnostic; X-Ray and Laboratory Test Benefit concurrently. If the Diagnostic; X-Ray and Laboratory Test Benefit and the Preventative Test Benefit cover any Charge at the same time; the Diagnostic; X-Ray and Laboratory Test Benefit will provide coverage and the Preventative Test Benefit will not provide coverage for such Charge.

Benefits for any type of colonoscopy Test which includes virtual colonoscopy test are limited to one test per Policy Year per Covered Person.

If any Covered Person has a Diagnostic Test; X-Ray or Laboratory Test in conjunction with a surgery which is covered and payable under the Surgery With Anesthesia benefit; We will pay only the Surgery With Anesthesia Benefit and not the Diagnostic; X-Ray and Laboratory Test 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.

LIMITATIONS AND EXCLUSIONS

We will not pay Benefits under this Policy and Certificate for:

Medical or healthcare treatment; services; or supplies which:

- Are not Medically Necessary; or
- Are not prescribed by a licensed Doctor as necessary to treat sickness; illness or injuries including Mental Illness; or

- Are experimental or investigational in nature; except as required by law; or
- Are received without charge or legal obligation to pay; or
- Is provided by an immediate family member.
- Are rendered or supplied to the Named Insured outside the United States; its possessions or the countries of Canada and Mexico.

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

Aviation; other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.

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.

Eyeglasses; hearing aids and examination for the prescription or fitting thereof.

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 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 was:

- (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 Named Insured's Coverage 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 to Us that the Named Insured is no longer included for insurance; or
- On the date the Named Insured asks Us in writing 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 that may become eligible for such coverage.

Extension of Benefits

Termination of coverage will not affect any claim that began while the coverage was in force.

If a Covered Person is Confined in a Hospital on the date coverage terminates We will continue to pay any applicable Benefits subject to applicable Benefit Maximums; Deductibles; Policy Limitations and Exclusions; until the earlier of

- the date the Covered Person is discharged from the Hospital; or
- 90 days after the date the coverage terminates.

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

If this Policy provides coverage for the Named Insured and Spouse or two-parent family coverage whether other dependants are covered or not; 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 provided the Named Insured provides a Decree or Judgment of Divorce from a Court of competent jurisdiction in the United States of America.

If this Policy provides 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

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.

Incontestability

Validity of policy may not be contested after 2 years except for a) nonpayment of premiums; or if b) the disputed statement is in a written instrument signed by insured. Ineligibility of insured or enrollee under the policy may be disputed any time.

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 or as we otherwise instruct You in writing.

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 or deny each clean claim as follows:

(1) If the claim is filed electronically; within thirty (30) days after the date the claim is received by the insurer.

(2) If the claim is filed on paper; within forty-five (45) days after the date the claim is received by the insurer.

If we fail to pay or deny a clean claim in the time specified and if we subsequently pay the claim; we will pay the provider that submitted the claim interest on the claim amount. Interest will begin accruing: thirty-one (31) days after the date the claim is filed electronically; or forty-six (46) days after the date the claim is filed on paper; and will stop accruing on the date the claim is paid.

Clean claim means a claim submitted by a provider for payment under an accident and sickness insurance policy that has no defect; impropriety; or particular circumstance requiring special treatment preventing payment.

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 Action

We cannot be sued for benefits under the Policy until 60 days after written proof of Loss has been given as required by the Policy or the expiration of 3 years from the time We receive written proof of Loss.