Colonial Life & Accident
Insurance Company
P.O. Box 1365
Columbia, SC 29202-1365

Tier 1 Fire Protection LLC
3539 Us Highway 79 North
Brownsville, TN 38012-0000

Colonial Life & Accident Insurance Company

1200 Colonial Life Blvd., P.O. Box 1365, Columbia, SC 29202
(800) 325-4368 coloniallife.com
A Stock Company

Group Accident Insurance Policy

We welcome you as the Policyholder and are committed to providing quality service. This is an Accident Policy. Accident coverage can ease the potential financial impact of unforeseen accidents by providing benefits. This Policy describes the provisions with which you, as a Policyholder, should be familiar. Specific details on the Accident benefits are shown in the Certificate.

Policyholder: Tier 1 Fire Protection LLC

Policy Number: G0092906

Policy Effective Date: January 01, 2025

Policy Anniversary: January 01

Governing Jurisdiction: Tennessee

This Policy is issued to the Policyholder in return for the payment of required premiums. We issue this Policy and Certificate of Coverage in agreement of the Policyholder's and Insured's applications and enrollment forms. We will pay benefits to eligible Insureds according to the terms and provisions outlined in this Policy and the certificate.

This is a non-participating Policy that provides limited benefits. The limited benefits provided under this Policy are a supplement to major medical coverage and are not a substitute for major medical coverage or other minimal essential coverage as is required by federal law. Please read this Policy carefully.

This Policy is delivered in and is governed by laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. There may be changes that impact an Insured's benefits based on the Insured's state of residence.

All references to provisions, sections and defined terms found within this Policy and the Certificate of Coverage have been capitalized.

Notice of Thirty Day Right to Cancel Policy

If you are not satisfied with the coverage for any reason, you may return this Policy to us within 30 days of the date it is delivered. At that time, you should ask us in Writing to cancel it. We will cancel the coverage as of the Policy Effective Date, and any claims that are submitted under this Policy during the 30 day period will be denied. Any premium paid will be refunded to you.

Signed for Colonial Life & Accident Insurance Company.

President, Colonial Life

Secretary

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START OF COVERAGE

Eligibility Waiting Period
The continuous period of time an individual must be in an Eligible Group before they may enroll in coverage:
If an individual is in an Eligible Group on or before January 01, 2025 : None
If an individual enters an Eligible Group after January 01, 2025 : 0 days

New Hire Eligibility Period
31 days

Initial Enrollment
An individual who is a member of an Eligible Group may enroll in coverage during the Enrollment Period following the latest of:
- the Policy Effective Date;
- the date the individual first becomes a member of an Eligible Group; or
- the date the individual satisfies the Eligibility Waiting Period.

Late Enrollment
If an individual did not apply for coverage during the Initial Enrollment or an individual voluntarily cancelled coverage and is re-applying, they may apply for coverage during the next Enrollment Period or within 31 days of a Qualifying Life Event.

INITIAL MONTHLY RATES

Named Insured	$13.84
Named Insured and Spouse	$21.71
Named Insured and Children	$28.67
Named Insured, Spouse, and Children	$36.75

Rate Guarantee Period
A change in the initial monthly rates will not take effect before two years after the Policy Effective Date.

Divisions, subsidiaries or affiliated companies include:
Tier 1 Fire Protection Llc Brownsville, TN

PREMIUMS

Premium Payments
Premiums must be paid to us in United States Dollars and are due on or before their due date. If we do not receive premium payment on the Premium Due Date, we will provide the Policyholder Written notice to advise Premium Payments must be made by the last day of the Grace Period, otherwise this Policy will end.

The amount of Premium due on any Premium Due Date is calculated by using the total amount of insurance provided by this Policy on such date, multiplied by the applicable rates in effect, subject to any Premium Adjustments.

The rates have been agreed to by us and the Policyholder. We may use any reasonable method to calculate Premium due using the rates.

Premium Adjustments
Premium adjustments resulting from changes made in insurance after a Premium Due Date are due on the Premium Due Date following the effective date of the change. Changes will not be pro-rated daily.

Premium Due Dates that occur on other than a monthly basis will result in a monthly pro-rated adjustment due on the next Premium Due Date.

Premium adjustments will only be made for the current Policy Year and the prior Policy Year. In the event of Fraud, premium adjustments will be made for all Policy Years.

Grace Period
The Grace Period is 31 days following a Premium Due Date during which a premium payment may be made. The Policyholder is liable for all premium due during the Grace Period. During the Grace Period this Policy will remain in force, unless we have received Written notice from the Policyholder to cancel this Policy.

Right to Change Rates
We will not change rates before the later of the first Policy Anniversary or the end of any Rate Guarantee Period. However, if changes occur for reasons which affect the risk assumed for the insurance we are providing under this Policy, we can change the rates at any time. These reasons include, but are not limited to:

- a change occurs in this Policy design;
- a division, subsidiary, or affiliated company is added or deleted;
- the number of Insureds changes by 25% or more; or
- a change in federal or state law, regulation, or regulatory process that substantially impacts this Policy, the benefits payable, or the risk insured.

In any event, we will provide Written notice to the Policyholder at least 60 days prior to the effective date of a rate change. A rate change may take effect on an earlier date if agreed to by us and the Policyholder.

POLICY PROVISIONS

When Days Begin and End
For the purpose of all dates under this Policy, all days begin at 12:01 a.m. and end at 12:00 midnight.

Policy Contents
This Policy consists of:

- all Policy provisions, and any riders, amendments and endorsements, and other attachments to this Policy;
- the Certificate of Coverage, and any riders, amendments and endorsements, and other attachments to the Certificate of Coverage;
- the Policyholder's application for group insurance; and
- Insured's signed enrollment forms, if applicable.

Certificate of Coverage
We will provide a Certificate of Coverage for each Named Insured. The certificate describes:

- the coverage to which an Insured may be entitled;
- to whom we will make a payment; and
- the limitations, exclusions, and requirements that apply to an Insured’s coverage.

If any of the terms and provisions of the certificate are different from this Policy, this Policy will govern.

Communicating with an Insured or the Policyholder
We may provide notices, information, and other communications to an Insured or the Policyholder in Written form.

To protect our customers, we will abide by all applicable privacy laws and regulations.

Information Required from the Policyholder
The Policyholder must provide us with the following on a regular basis:

- information about Insureds:
    - who are eligible to become insured;
    - whose amounts of coverage change; and
    - whose coverage ends;
- occupational information and any other information that may be required to manage a claim; and
- any other information we may reasonably require.

Policyholder records that, in our opinion, have a bearing on this Policy must be available for our review at any time.

Representation in Applications
Any statements made by the Policyholder will be considered a representation and not a warranty. Statements will not be used to avoid insurance, reduce benefits, or deny a claim, unless such statements are included in an application which is made part of this Policy.

Contestability
We can take legal or other action using statements made in applications signed by the Policyholder during the first two years after the Policy Effective Date. However, in the event of Fraud, we can take Legal Action at any time as permitted by applicable law.

Misstatement of Information
If an Insured or the Policyholder provides us information about an Insured that is incorrect, we will:
- use the facts to decide whether the Insured has coverage under this Policy and the certificate and in what amounts; and
- if necessary, make the applicable Premium Adjustments.

Clerical Error or Omission
If a clerical error is made by us, the Policyholder, or an Insured in keeping or providing information, any premiums and benefits will be adjusted according to the correct information. An error will not end coverage that is validly in effect and will not reinstate coverage that was validly ended.

Policy Change Authority
This Policy may be changed in whole or in part at any time without the Insured's consent. Changes to this Policy or waiver of any of its terms and provisions will be made valid once approved by an officer of Colonial Life & Accident Insurance Company. The approval must be in Writing and endorsed on or attached to this Policy. No other person, including a broker or agent, may change or waive any part of this Policy.

Agency
For purposes of this Policy, the Policyholder acts on its and its Insureds behalf. Under no circumstances will the Policyholder be deemed our agent.

Conformity with Law
If the terms and provisions of this Policy are subject to and contrary to the laws of the governing jurisdiction, such terms and provisions are hereby amended to conform to the minimum requirements of those laws.

Additional Services
From time to time Colonial may offer or provide services or discounts to Policyholders who make Colonial coverage available to eligible individuals. The individuals eligible for the services or discounts may include individuals who do not apply for coverage, individuals who do apply for coverage, or individuals who become insured/enrolled with Colonial.

These services may include but not be limited to:
- enrollment services;
- benefits statement services;
- flexible spending account administrative services;
- Internal Revenue Code Sections 125 cafeteria plan services;
- access to human resources advisory services;
- payroll or plan administration services;
- legal or financial assistance programs;
- telemedicine services;
- employee assistance programs;
- identity theft protection and support;
- mental or physical wellness discounts or services; or
- other goods or services related to a comprehensive employee benefits program.

The services are in addition to the insurance coverage provided under this Policy. Participation is voluntary.

These services may be offered by us directly or through third-party providers. Where the third-party providers offer these services, they - not us - are responsible and liable for the provision of them.

We reserve the right to terminate, modify, or replace any service at any time.

When this Policy terminates, all access to services will end.

CANCELLATION OR MODIFICATION OF POLICY

Cancellation by the Policyholder
The Policyholder may cancel this Policy by providing us Written notice at least 31 days prior to the cancellation date. A cancellation will take effect on the later of:
- the date requested by the Policyholder; or
- 31 days after we receive the Written notice of cancellation.

Cancellation due to Non-Payment of Premium
This Policy will automatically be cancelled on the last day of the Grace Period if premium has not been paid. The Policyholder is liable for all premium due while this Policy remains in force, including premium that becomes due during the Grace Period.

Cancellation or Modification by Us
We may cancel or modify this Policy if:
- our participation requirements are not met, as applicable;
- the Policyholder does not promptly provide us with information that is reasonably required;
- the Policyholder fails to perform any of its obligations that relate to this Policy;
- the premium is not paid in accordance with the provisions of this Policy that specify whether the Policyholder, the Insured, or both, pay(s) the premiums;
- the Policyholder does not promptly report to us the required information about any Insureds who are added or removed from an Eligible Group;
- we determine that there is a significant change in the Policyholder or its Insureds as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization that impacts the size, occupation, or age of any Eligible Groups;
- we provide the Policyholder with 60 days Written notice at any time after any rate guarantee period for any reason; or
- any change occurs in federal or state law, regulation, or regulatory process that substantially impacts this Policy, the benefits payable, or the risk insured.

In any event, we will provide Written notice to the Policyholder at least 60 days prior to any cancellation or modification date. The Policyholder may cancel this Policy if they choose not to accept the Policy modifications made by us.

Notice of Cancellation or Modification to Insureds
The Policyholder is responsible for giving Written notice of the cancellation or modification of this Policy to Insureds as soon as reasonably possible.

Cancellation of this Policy will not affect a Payable Claim for an Insured.

Premium Received After Cancellation
Premium accepted after the date this Policy is cancelled will not act to reinstate this Policy. We will refund any premium paid that was in excess of what was owed.

GLOSSARY

Certificate of Coverage
The document issued to the Named Insured, also referred to as the “certificate,” describing an Insured’s benefits and rights under this Policy, including any riders, amendments and endorsements, and other attachments to this Policy and the certificate.

Colonial Life & Accident Insurance Company
Referred to as “Colonial” and “we,” “us,” and “our.”

Enrollment Period
A period of time determined by the Policyholder and us during which you are eligible to enroll for or change your coverage. This period of time may be limited.

Grace Period
The period of time following a Premium Due Date when premium payment must be made in order for coverage to remain in force.

Insured
Any person who has coverage under this Policy.

Late Entrant
A Late Entrant is an individual who fails to enroll during the Initial Enrollment, the Eligibility Period, or has voluntarily cancelled previous coverage and is reapplying.

Payable Claim
A claim for which we are liable under the terms of this Policy.

Policy
The Group Accident Insurance Policy issued to the Policyholder, including the Certificate of Coverage and any riders, amendments and endorsements, and other attachments to this Policy and the certificate.

Policyholder
The entity to which this Policy is issued. It includes any division, subsidiary or affiliated company named in the Policy Rate Schedule.

Policy Year
January 01, 2025 to December 31, 2026 and each following January 01 to December 31.

Qualifying Life Event
For coverage determination purposes, a Qualifying Life Event means an event including, but not limited to:

- birth, adoption, or addition of a Child;
- a change in legal marital status;
- a change in employment status; or
- death of an Insured.

Qualifying Life Event coverage changes made in accordance with the Start of Coverage provisions must be consistent with the Qualifying Life Event.

Writing or Written
A record on or transmitted by paper, electronic, or telephonic media consistent with applicable law.

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Group Accident Insurance Certificate of Coverage

We welcome you as a customer and are committed to providing quality service. This is your Accident Certificate of Coverage. Accident coverage can ease the potential financial impact of unforeseen accidents by providing benefits. This certificate describes your Accident benefits in detail.

Policyholder: Tier 1 Fire Protection LLC

Policy Number: G0092906

Policy Effective Date: January 01, 2025

Policy Anniversary: January 01

Governing Jurisdiction: Tennessee

This certificate is issued to you under the Policy which is a contract between us and the Policyholder. If the terms and provisions of this certificate are different from the Policy, the Policy will govern. A copy of the Policy may be made available to you upon request. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

All references to provisions, sections, and defined terms found within this certificate have been capitalized. If you have any questions about the terms and provisions of this certificate, please contact the Policyholder or us at (800) 325-4368 Monday through Friday 8 a.m. to 8 p.m. Eastern Standard Time.

This Certificate of Coverage provides limited benefits under the non-participating Policy. The limited benefits provided under this Certificate of Coverage are a supplement to major medical coverage and are not a substitute for major medical coverage or other minimal essential coverage as required by federal law.

This certificate contains certain proof of loss requirements, limitations, exclusions, and other provisions that may reduce benefits or prevent an Insured from receiving benefits under this certificate. Please read your certificate carefully and keep it in a safe place.

Premiums are subject to periodic changes. This certificate replaces any and all certificates previously issued for the eligible classes under the Policy.

Your certificate may include notices as required by your state of residence that may impact your benefits. If you have any questions or concerns regarding your state regulations, you may contact the Tennessee Department of Commerce & Insurance at (615) 741-2241.

Right to Return this Certificate

If, for any reason, you are not satisfied with this certificate, you can return it to us within 30 days after you receive it. At that time, you should ask us in Writing to cancel it. We will consider this certificate as if it never existed and any premium paid will be refunded.

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ACCIDENT HIGHLIGHTS

Accident Insurance provides financial protection for an Insured by paying benefits if an Insured is involved in a Covered Accident that results in a Covered Loss payable under this certificate.

This section includes highlights of an Insured's coverage. Please refer to the Accident Details for further information on the benefits available.

Eligible Groups
Group 1
All full-time Employees in Active Employment in the United States working a required minimum of 20 hours per week.

Schedule of Benefits

Policyholder:	Tier 1 Fire Protection LLC	**Policy Number:**	G0092906
Named Insured:	John A. Doe	**Certificate Number:**	1234567890
Coverage Type:	Two Parent Family	**Governing Jurisdiction:**	Tennessee
Coverage Effective Date:	January 01, 2025	**Billing Control Number:**	E6239990
Accident Type:	On & Off Job		

The benefits an Insured may receive for a Payable Claim are listed in the Schedule of Benefits, subject to all other terms and provisions of this certificate. Amounts are the same for all Insureds, unless noted otherwise. Multiple benefits may be payable for a single Covered Accident.

Group 1		
Benefit Categories		**Benefit Amount**
Injury Benefits	*Burns*	
	2nd Degree Burns	
	At least 5%, but less than 20%of skin surface	$500
	20% or greater of skin surface	$1,000
	3rd Degree Burns	
	Less than 5% of skin surface	$2,000
	At least 5%, but less than 20% of skin surface	$7,000
	20% or greater of skin surface	$15,000
	Concussion	$375
	Connective Tissue Damage	
	One Connective Tissue	$100
	Two or more Connective Tissues	$200
	Eye Injury	$300
	Hearing Loss Injuries	$120
	Injury due to Auto Accident	$250
	Internal Injuries	$200
	Knee Cartilage (Meniscus) Injury	$150
	Lacerations	
	No Repair	$50
	Repair	
	Less than 2 inches	$150
	At least 2 inches but less than 6 inches	$300

	6 inches or greater	$600
	Loss of a Digit - Partial	
	Partial Dismemberment of one finger or toe	$300
	Partial Dismemberment of two or more fingers or toes	$600
	Loss of a Digit	
	One Digit (except a Thumb or Big Toe)	$750
	One Digit (a Thumb or Big Toe)	$1,000
	Two or more Digits	$2,000
	Ruptured or Herniated Disc	
	One Disc	$150
	Two or more Discs	$300

Fractures and Dislocations	*Fractures*	
	Ankle (including malleus and lower tibia or fibula)	$1,200
	Bones of the Face or Nose (except mandible or maxilla)	$910
	Coccyx, Sacrum	$320
	Collarbone (clavicle, sternum)	$1,200
	Finger	$200
	Foot or Heel (except toes)	$1,200
	Forearm (radius or ulna)	$1,200
	Hand (except fingers)	$1,200
	Hip	$3,150
	Kneecap (patella)	$1,200
	Leg (mid to upper tibia and/or fibula)	$1,800
	Lower Jaw, mandible (except alveolar process)	$1,200
	Pelvis (includes ilium, ischium, pubis, acetabulum except coccyx)	$2,400
	Rib	$375
	Shoulder Blade (scapula)	$1,200
	Skull, Depressed Skull fracture (except bones of face or nose)	$3,750
	Skull, Non-depressed Skull fracture (except bones of face or nose)	$1,800
	Thigh (femur)	$3,150
	Toe	$200
	Upper Arm between Elbow and Shoulder (humerus)	$1,050
	Upper Jaw, maxilla (except alveolar process)	$1,050
	Vertebrae, body of (except vertebral processes)	$2,700
	Vertebral Processes	$630
	Wrist (except fingers)	$1,200
	Chip Fracture *Payable as a % of the applicable Fractures benefit*	25%
	Dislocations	
	Ankle	$1,200
	Bone or Bones of the Foot (except toes)	$1,200
	Bone or Bones of the Hand (except fingers)	$810
	Collarbone (acromioclavicular and separation)	$200

	Collarbone (sternoclavicular)	$800
	Elbow	$450
	Finger	$200
	Hip	$3,000
	Knee (except patella)	$1,500
	Lower Jaw	$720
	Shoulder (glenohumeral)	$1,200
	Toe	$200
	Wrist	$600
	Incomplete Dislocation *Payable as a % of the applicable Dislocations benefit*	25%

Treatment Benefits	Air Ambulance	$1,500
	Ambulance (Ground or Water)	$300
	Durable Medical Equipment	
	Tier 1	$50
	Tier 2	$100
	Tier 3	$200
	Emergency Dental Repair	
	Dental Crown, Denture or Implant	$300
	Dental Extraction, Filling or Chip Repair	$100
	Emergency Department	$200
	Family Care	$50
	Injections to Prevent or Limit Infection	$50
	Lodging	$200
	Medical Imaging	$200
	Pain Management Injections	$100
	Pet Boarding	$20
	Prosthetic Device or Artificial Limb	
	One Device or Limb	$1,250
	Two or more Devices or Limbs	$2,500
	Skin Grafts	
	Due to Burns	
	Payable as a % of the applicable Burn benefit	50%
	Not due to Burns	
	Less than 20% of skin surface	$250
	20% or greater of skin surface	$500
	Transfusions	$400
	Transportation	$150
	Treatment in a Physician's Office or Urgent Care Facility	$100
	X-ray or Ultrasound	$60

Surgery Benefits	*Anesthesia*	
	Epidural or Regional Anesthesia	$150
	General Anesthesia	$250
	Connective Tissue Surgery	
	Exploratory without Repair	$125
	Repair for One Connective Tissue	$800
	Repair for Two or more Connective Tissues	$1,600
	Dislocations - Surgical Repair *Payable as a % of the applicable Injury Benefit*	100%
	Eye Surgery	$300
	Fractures - Surgical Repair *Payable as a % of the applicable Injury Benefit*	100%
	General Surgery	
	Abdominal, Thoracic, or Cranial	$1,500
	Exploratory	$225
	Hernia Surgery	$300
	Knee Cartilage (Meniscus) Surgery	
	Exploratory without Repair	$100
	Knee Cartilage (Meniscus) with Repair	$600
	Outpatient Surgical Facility	$300
	Ruptured or Herniated Disc Surgery	
	Exploratory without Repair	$125
	Repair for One Disc	$750
	Repair for Two or more Discs	$1,500

Recovery Care Benefits	At-Home Care	$100
	Physician Follow-Up Visits	$50
	Rehabilitation or Sub-Acute Rehabilitation Unit Confinement	$150
	Therapy Services	$45

Accidental Death and Dismemberment Benefits	*Accidental Death*	
	Named Insured	$50,000
	Spouse	$50,000
	Children	$10,000
	Accidental Death - Common Carrier	
	Named Insured	$200,000
	Spouse	$200,000
	Children	$40,000
	Accidental Dismemberment	
	Both Feet	$75,000
	Both Hands	$75,000
	One Foot	$9,000
	One Hand	$9,000

	Thumb and Index Finger of the same Hand	$4,500
	Coma	$10,000
	Home Alterations and Automobile Modifications	$1,500
	Loss of Use	
	Hearing (one ear)	$9,000
	Hearing (both ears)	$75,000
	Sight of one Eye	$9,000
	Sight of both Eyes	$75,000
	Speech	$75,000
	Paralysis	
	Uniplegia	$9,000
	Hemiplegia	$75,000
	Paraplegia	$75,000
	Triplegia	$75,000
	Quadriplegia	$75,000

Additional Benefits	Benefit Booster	
	$5,000 in Payable Claims	$500
	Wellbeing Assistance Benefit	$50

ACCIDENT DETAILS

The information in this section provides details about the benefits that may be payable to you, any applicable Exclusions and Limitations, and Other Features included in your coverage.

Benefits will only be payable for Covered Accidents that occur on or after the Insured's Coverage Effective Date. Benefits will not be paid for any Injury, treatment or care due to causes other than Covered Accidents.

Benefits paid under this certificate may be taxable if the total benefits received are greater than unreimbursed out-of-pocket medical expenses. As with all tax matters, a tax advisor should be consulted to assess the impact of any benefits received.

Accident Type
This certificate provides coverage for accidents that happen at any time, including while an Insured is working.

INJURY BENEFITS

Burns
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a 2nd or 3rd degree Burn in a Covered Accident and expenses are incurred.

Burns are damage to the skin or deeper tissues caused by sun, hot liquids, fire, electricity, or chemicals. Burns are characterized by severe skin damage that causes the affected skin cells to die.

A Physician must diagnose the Burn within 90 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

If an Insured sustains more than one type of Burn in a single Covered Accident, we will pay for the Burn with the highest benefit amount.

Concussion
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a Concussion in a Covered Accident and expenses are incurred.

A Concussion is a mild traumatic brain injury that alters the way the brain functions. Effects are usually temporary but can include headaches and problems with concentration, memory, balance, and coordination.

A Physician must diagnose the Concussion within 14 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Connective Tissue Damage
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains one or more torn, ruptured, or severed Connective Tissues in a Covered Accident and expenses are incurred.

A Physician must diagnose the Connective Tissue Damage within 90 days of the Covered Accident.

For purposes of this benefit, the following are considered Connective Tissues:
- tendons;
- ligaments;
- rotator cuffs; and
- muscles.

For purposes of this benefit, the following do not meet the Benefit Description of Connective Tissue Damage:
- sprains; and
- pulled muscles.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Eye Injury
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains an Eye Injury in a Covered Accident and expenses are incurred.

The Eye Injury must require the removal of a foreign object with or without anesthesia.

A Physician must remove the object within 90 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Hearing Loss Injuries
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains an ear injury resulting in at least 50% hearing loss as the result of a Covered Accident and expenses are incurred.

Treatment must be received by a Physician within 90 days of the Covered Accident.

For purposes of this benefit, hearing loss means 50% deafness in one or both ears, such that it cannot be corrected to any functional degree by any procedure, aid or device.

This benefit is not payable for hearing loss injuries due to a Sickness.

Benefit Duration
This benefit is payable once per lifetime per ear for each Insured injured in a Covered Accident.

Injury due to Auto Accident
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains an Injury or dies due to a Covered Accident while traveling in an Automobile and was transported by a licensed professional Air Ambulance or Ambulance (Ground or Water) company to a Hospital or medical facility and expenses are incurred.

Treatment must:
- be due to Injuries received as the result of a covered Automobile accident;
- be provided by a Physician in a Hospital Emergency Department; and
- occur within three days after the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Internal Injuries
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains an Internal Injury in a Covered Accident and expenses are incurred.

A Physician must diagnose the Internal Injury within 90 days of the Covered Accident.

For purposes of this benefit, Internal Injuries include but are not limited to:
- a collapsed or punctured lung;
- a ruptured or torn spleen, kidney, or liver; or
- a ruptured eardrum.

For purposes of this benefit, the following do not meet the Benefit Description of Internal Injuries:
- bruised organs or muscles;
- internal bleeding;
- swollen glands or organs;
- injuries to teeth, bones, joints or other connective tissues; and
- injuries for which another Injury Benefit is payable.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Knee Cartilage (Meniscus) Injury
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a partially torn or fully torn Knee Cartilage in a Covered Accident and expenses are incurred.

Knee Cartilage is the area of tissue which acts like a shock absorber in the joint called the meniscus. The meniscus may be partially torn or fully torn by a forceful knee movement while weight bearing on the same leg.

A Physician must confirm the Knee Cartilage (Meniscus) Injury within 90 days of the Covered Accident by an MRI, other medical imaging study, or Surgical Procedure.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Lacerations
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a Laceration in a Covered Accident and expenses are incurred.

A Laceration is an open wound or cut on the outside of the body.

A Physician must treat the Laceration within three days of the Covered Accident.

For purposes of this benefit, the following are considered repair techniques used by a Physician:
- stitches;
- staples; and
- tissue adhesive.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

If an Insured sustains multiple Lacerations in a Covered Accident, the amount payable will be based on the total length of all Lacerations sustained requiring repair.

Loss of a Digit - Partial
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains permanent, partial loss of one or more fingers, thumbs, or toes in a Covered Accident and expenses are incurred.

A Physician must treat the Loss of a Digit - Partial within 90 days of the Covered Accident.

For purposes of this benefit, the following losses meet the Benefit Description of Loss of a Digit - Partial:
- Partial loss of a finger means the finger is cut off at the joint other than the first interphalangeal joint where it is attached to the hand;
- Partial loss of a toe means the toe is cut off at the joint other than the first interphalangeal joint where it is attached to the foot.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Loss of a Digit
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains permanent and total loss of one or more fingers, thumbs, or toes in a Covered Accident and expenses are incurred.

A Physician must treat the Loss of a Digit within 90 days of the Covered Accident.

For purposes of this benefit, the following losses meet the Benefit Description of Loss of a Digit:
- for fingers and thumbs, the digit must be cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand; and
- for toes, the digit must be cut off at the joint where it is attached to the foot.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Ruptured or Herniated Disc
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a Ruptured or Herniated Disc in a Covered Accident and expenses are incurred.

A Ruptured or Herniated Disc, also known as a slipped disc, occurs when one of the intervertebral discs in the spine develops a crack in its outer wall, allowing the inner core to leak out into the spinal canal, causing pain or numbness.

A Physician must diagnose the Ruptured or Herniated Disc within 90 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

FRACTURES AND DISLOCATIONS

Fractures
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a fracture as the result of a Covered Accident and expenses are incurred.

If an Insured has a Chip Fracture, we will pay the percentage amount shown in the Schedule of Benefits for the bone involved.

A Fracture is a break of a bone. A Chip Fracture is a Fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

A Physician must confirm the bone fracture within 90 days of the Covered Accident.

For purposes of this benefit, a bone injury diagnosed as a stress fracture does not meet the definition of Fractures.

If the fracture requires a Surgical Procedure, an Insured may also be eligible for the Fractures - Surgical Repair benefit.

Benefit Duration
This benefit is payable once per Insured per bone per Covered Accident.

If an Insured sustains multiple Fractures of the same bone in a Covered Accident, we will only pay one Fractures benefit for that bone.

If an Insured sustains Fractures of multiple bones in a Covered Accident, we will pay for each bone, but will pay no more than two times the combined total amount of the Fractures benefit and the Fractures - Surgical Repair benefits for the bone involved with the highest benefit amount.

If an Insured sustains a Dislocation and a Fracture in the same Covered Accident, we will pay for both. However, we will pay no more than two times the combined total amount of the Dislocations benefit and the Fractures benefit and the corresponding Surgical Repair benefit for the bone or joint involved which has the highest benefit amount.

Dislocations
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a dislocated joint in a Covered Accident and expenses are incurred. The Dislocation must require correction with anesthesia by a Physician.

If the Dislocation requires reduction without anesthesia by a Physician, we will pay the percentage amount shown in the Schedule of Benefits for a dislocation of the joint involved.

If an Insured has an Incomplete Dislocation, we will pay the percentage amount shown in the Schedule of Benefits for the joint involved.

A Dislocation is an Injury to a joint where the ends of the bones are forced from their normal positions. An Incomplete Dislocation is a Dislocation in which the joint is not completely separated.

A Physician must set the dislocated joint within 90 days of the Covered Accident.

If the Dislocation requires a Surgical Procedure, an Insured may also be eligible for the Dislocations - Surgical Repair benefit.

Benefit Duration
If an Insured sustains multiple dislocated joints in a Covered Accident, we will pay for each joint, but will pay no more than two times the combined total amount of the Dislocations benefit and the Dislocations - Surgical Repair benefit for the joint involved with the highest benefit amount.

If an Insured sustains a Dislocation and a Fracture in the same Covered Accident, we will pay for both. However, we will pay no more than two times the combined total amount of the Dislocations benefit and the Fractures benefit and the corresponding Surgical Repair benefit for the bone or joint involved which has the highest benefit amount.

We will pay this benefit only for the first Dislocation of a joint after the Coverage Effective Date shown in the Schedule of Benefits. Subsequent Dislocations of the same joint after the Coverage Effective Date shown in the Schedule of Benefits will not be covered under this benefit.

TREATMENT BENEFITS

Air Ambulance
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if a licensed professional air ambulance company transports an Insured by air to or from a Hospital or between medical facilities where treatment is received due to Injuries sustained in a Covered Accident and expenses are incurred.

If an Insured is treated by Air Ambulance staff, but is not transported for a Covered Accident, we will pay the corresponding amount shown for Ambulance (Ground or Water).

The Air Ambulance transportation must be within 180 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Ambulance (Ground or Water)
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if a licensed professional ambulance company transports an Insured by ground or water to or from a Hospital or between medical facilities where treatment is received due to Injuries sustained in a Covered Accident and expenses are incurred.

If an Insured is treated by Ambulance staff, but is not transported for a Covered Accident, we will pay the corresponding amount shown for Ambulance (Ground or Water).

The Ambulance (Ground or Water) transportation must be within 180 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident for Ambulance (Ground or Water) transportation.

Durable Medical Equipment

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured is prescribed Durable Medical Equipment by a Physician or Therapist as an aid in treatment, recovery, or mobility due to Injuries sustained in a Covered Accident and expenses are incurred.

The Durable Medical Equipment must be prescribed to the Insured within 90 days of the Covered Accident.

Durable Medical Equipment

Tier 1

- Arm Sling
- Cane
- Medical Ring Cushion
- Neck Brace
- Wrist or Ankle Splint

Tier 2

- Bedside Commode
- Cold Therapy System (Cryotherapy)
- Crutches
- Leg Brace
- Shower Chair
- Walker or Walking Boot that extends above the ankle

Tier 3

- Back Brace
- Body Jacket
- Continuous Passive Movement (CPM)
- Electric Scooter
- Halo
- Hospital Bed
- Knee Scooter
- Stair Lift Chair
- Wheelchair

We will use the current relative value to determine the appropriate Tier amount for any medical equipment not listed above.

For purposes of this benefit, the Durable Medical Equipment must:

- be designed for and able to withstand repeated use by more than one person;
- customarily serve a medical purpose; and
- be generally not useful in the absence of an Injury.

Benefit Duration

This benefit is payable once per Insured per Covered Accident. If an Insured is prescribed multiple pieces of Durable Medical Equipment as a result of a single Covered Accident, we will pay the amount for the highest Tier.

Emergency Dental Repair

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured has an Emergency Dental Repair for a partially broken or broken tooth sustained in a Covered Accident and expenses are incurred.

The partially broken or broken tooth must require repair by a Dental Crown, Denture or Implant or Dental Extraction, Filling or Chip Repair.

The Emergency Dental Repair must be within 180 days of the Covered Accident.

Benefit Duration

Each Emergency Dental Repair benefit shown on the Schedule of Benefits is payable once per Insured per Covered Accident regardless of the number of teeth involved.

Emergency Department

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured requires examination or treatment by a Physician in the Emergency Department due to Injuries sustained in a Covered Accident and expenses are incurred.

Emergency Department treatment must be within three days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident, up to a maximum of 4 times per Insured per Calendar Year.

Family Care

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits for Family Care that takes place when an Insured has a Child attending a Child Care Center during an Insured's period of Confinement or when an Insured undergoes a Surgical Procedure due to Injuries sustained in a Covered Accident and expenses are incurred.

Benefit Duration

This benefit is payable a maximum of one benefit per day for all Insureds combined, up to a maximum of three days per Covered Accident, regardless of the number of Children.

Injections to Prevent or Limit Infection

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured receives an injection after exposure to bacteria, viruses, or venom in a Covered Accident and expenses are incurred.

A Physician must administer the injection within 180 days of the Covered Accident.

For purposes of this benefit, Injections to Prevent or Limit Infection include, but are not limited to:

- tetanus boosters;
- rabies shots;
- antivenom; and
- immune globulin.

For the purposes of this benefit, the following do not meet the Benefit Description of Injections to Prevent or Limit Infection:

- immunizations;
- tetanus boosters as part of routine medical care; and
- EpiPen injections intended to limit an allergic reaction.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Lodging

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits for each day of a hotel stay for a companion accompanying an Insured to a Surgical Procedure or during a period of Confinement due to Injuries sustained in a Covered Accident and expenses are incurred.

The Lodging must be within 180 days of the Covered Accident.

The Surgical Procedure or Confinement must be at a Hospital or other medical facility more than 50 miles from the companion's residence.

Benefit Duration

This benefit is payable up to a maximum of 30 days per Covered Accident.

Medical Imaging

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Medical Imaging Test ordered by a Physician due to Injuries sustained in a Covered Accident and expenses are incurred.

The Medical Imaging must be within 180 days of the Covered Accident.

Medical Imaging Tests

- Bone Scan;
- Computed Axial Tomography (CAT);
- Computed Tomography Scan (CT);
- Electroencephalogram (EEG);
- Magnetic Resonance (MR);
- Magnetic Resonance Angiogram (MRA); and
- Magnetic Resonance Imaging (MRI).

Benefit Duration

This benefit is payable once per Insured per Medical Imaging Test per Covered Accident, regardless of the number of Medical Imaging Test ordered.

Pain Management Injections

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured receives an injection for the purposes of blocking pain in a particular region of the body due to Injuries sustained in a Covered Accident and expenses are incurred.

A Physician must administer the injection within 180 days of the Covered Accident.

For purposes of this benefit, the following are considered Pain Management Injections:

- cortisone shots;
- steroid shots; and
- epidural steroids.

For the purposes of this benefit, the following do not meet the Benefit Description of Pain Management Injections:

- oral prescriptions for pain relief;
- over the counter pain medications;
- topical pain management;
- general, regional, or local anesthesia; and
- pain management injections for chronic pain or causes other than a Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Pet Boarding

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits for Pet Boarding that takes place during an Insured's period of Confinement or when an Insured undergoes a Surgical Procedure due to Injuries sustained in a Covered Accident and expenses are incurred.

The Pet or Pets must be boarded overnight at a Pet Boarding Facility.

Benefit Duration

This benefit is payable a maximum of one benefit per day for all Insureds combined, up to a maximum of three days per Covered Accident, regardless of the number of Pets that are boarded.

Prosthetic Device or Artificial Limb

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured receives a Prosthetic Device or Artificial Limb for a permanently missing hand, arm, foot, leg, or eye due to Injuries sustained in a Covered Accident and expenses are incurred.

The Prosthetic Device or Artificial Limb can be a newly required device or a replacement of an existing device, which was irreparably damaged in the Covered Accident.

The Prosthetic Device or Artificial Limb must be received within 365 days of the Covered Accident.

For purposes of this benefit, the following do not meet the Benefit Description of Prosthetic Device or Artificial Limb:

- hearing aids;
- dental aids (including false teeth);
- eyeglasses;
- cosmetic prostheses such as wigs; and
- artificial hips, knees, or other joint replacements.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Skin Grafts

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured receives a Skin Graft due to Injuries sustained in a Covered Accident and expenses are incurred.

A Skin Graft is the transplantation of a piece of skin to replace a lost portion of skin due to burns or other accidental traumatic loss of skin.

The Insured must receive the Skin Graft within 180 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per type of Skin Graft per Covered Accident.

Transfusions

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured receives a Transfusion due to Injuries sustained in a Covered Accident and expenses are incurred.

A Transfusion is the receipt of blood, plasma, or platelets intravenously.

The Transfusion must be within 180 days of the Covered Accident.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

Transportation

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits for any mode of Transportation, including a personal car, for an Insured if the Insured requires diagnosis, treatment, or a Surgical Procedure due to Injuries sustained in a Covered Accident and expenses are incurred.

The Transportation must be within 180 days of the Covered Accident.

The diagnosis, treatment, or Surgical Procedure must be at a Hospital or other medical facility more than 50 miles from the Insured's residence.

For purposes of this benefit, any mode of Air Ambulance or Ambulance (Ground or Water) transportation does not meet the Benefit Description of Transportation.

Benefit Duration

This benefit is payable up to a maximum of six one-way trips per Insured per Covered Accident. A trip must either start or end at the Insured's residence.

Treatment in a Physician's Office or Urgent Care Facility

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured receives initial examination or treatment by a Physician due to Injuries sustained in a Covered Accident and expenses are incurred.

The Treatment in a Physician's Office or Urgent Care Facility must be within 14 days of the Covered Accident.

For purposes of this benefit a routine physical or annual wellness exam and treatment that meets the Benefit Description of Therapy Services do not meet the Benefit Description of Treatment in a Physician's Office or Urgent Care Facility.

Benefit Duration
This benefit is payable once per Insured per Covered Accident, up to a maximum of four times per Insured per Calendar Year.

X-ray or Ultrasound
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes an X-ray or Ultrasound test ordered by a Physician due to Injuries sustained in a Covered Accident and expenses are incurred.

The X-ray or Ultrasound must be within 180 days of the Covered Accident.

For purposes of this benefit, X-rays are considered a single test, regardless of the number of images produced.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

SURGERY BENEFITS

Anesthesia
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if general, epidural, or regional Anesthesia is administered to an Insured during a Surgical Procedure due to Injuries sustained in a Covered Accident and expenses are incurred.

General Anesthesia is the induction of a balanced state of unconsciousness, accompanied by the absence of pain sensation and the paralysis of skeletal muscle over the entire body.

Epidural Anesthesia is an injection of anesthetic into the space between the spinal column and outer membrane of the spinal cord.

Regional Anesthesia is the use of anesthetics to block sensations of pain from a large area of the body such as an arm, leg, or the abdomen.

A Physician must administer the Anesthesia within 365 days of the Covered Accident.

For purposes of this benefit, the following do not meet the Benefit Description of Anesthesia:
- epidural anesthesia administered for childbirth;
- peripheral nerve blocks; and
- local anesthesia used to temporarily numb a small area of the body.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Connective Tissue Surgery
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure to treat one or more torn, ruptured, or severed Connective Tissues sustained in a Covered Accident and expenses are incurred.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For purposes of this benefit, the following are considered Connective Tissues:
- tendons;
- ligaments;
- rotator cuffs; and
- muscles.

For the Connective Tissue Surgery benefit to be paid, a Connective Tissue Injury benefit must be paid first.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Dislocations - Surgical Repair
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure to repair a dislocated joint sustained in a Covered Accident and expenses are incurred.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For the Dislocations - Surgical Repair benefit to be paid, a Dislocations Injury benefit must be paid first.

Benefit Duration
This benefit is payable once per Insured per joint per Covered Accident.

If an Insured sustains multiple dislocated joints in a Covered Accident and they are repaired with a Surgical Procedure, we will pay the Dislocations - Surgical Repair benefit for each joint but will pay no more than two times the amount for the joint involved with the highest benefit amount.

Eye Surgery
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure with anesthesia due to an Eye Injury sustained in a Covered Accident and expenses are incurred.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Fractures - Surgical Repair
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits for a Surgical Procedure to repair a fractured bone sustained in a Covered Accident and expenses are incurred.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For the Fractures - Surgical Repair benefit to be paid, a Fractures Injury benefit must be paid first.

Benefit Duration
This benefit is payable once per Insured per bone per Covered Accident.

If an Insured sustains multiple Fractures of the same bone in a Covered Accident and they are repaired with a Surgical Procedure, we will only pay one Fractures - Surgical Repair benefit for that bone.

If an Insured sustains Fractures of multiple bones in a Covered Accident and they are repaired with a Surgical Procedure, we will pay the Fractures - Surgical Repair benefit for each bone but will pay no more than two times the amount for the bone involved with the highest benefit amount.

General Surgery
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure due to Injuries sustained in a Covered Accident and expenses are incurred.

If an exploratory abdominal, thoracic, or cranial Surgical Procedure is performed, we will pay the corresponding amount for General Surgery - Exploratory.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For purposes of this benefit, the following are considered a General Surgery:
- abdominal surgery;
- thoracic surgery;
- cranial surgery; and
- exploratory.

Benefits for General Surgery will not be paid for a Covered Accident for which any other Surgery Benefits are paid.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Hernia Surgery
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure to repair a Hernia sustained in a Covered Accident and expenses are incurred.

A hernia occurs when an organ is displaced and protrudes through the wall of the cavity containing it.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Knee Cartilage (Meniscus) Surgery
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure to treat a Knee Cartilage (Meniscus) Injury sustained in a Covered Accident and expenses are incurred.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For the Knee Cartilage (Meniscus) Surgery benefit to be paid, a Knee Cartilage (Meniscus) Injury benefit must be paid first.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Outpatient Surgical Facility
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure on an Outpatient Basis in a Hospital, Ambulatory Surgical Center, or other medical facility due to Injuries sustained in a Covered Accident and expenses are incurred.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For purposes of this benefit, the following do not meet the Benefit Description of Outpatient Surgical Facility:
- Surgical Procedures performed in the Emergency Department; and
- Surgical Procedures performed while Confined in a Hospital or other medical facility.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Ruptured or Herniated Disc Surgery

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured undergoes a Surgical Procedure to treat a Ruptured or Herniated Disc sustained in a Covered Accident and expenses are incurred.

A Physician must perform the Surgical Procedure within 365 days of the Covered Accident.

For the Ruptured or Herniated Disc Surgery benefit to be paid, a Ruptured or Herniated Disc Injury benefit must be paid first.

Benefit Duration

This benefit is payable once per Insured per Covered Accident.

RECOVERY CARE BENEFITS

At-Home Care

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits for each day an Insured receives At-Home Care from a Nurse at the direction of a Physician and expenses are incurred.

At-Home Care must be prescribed to begin within 14 days of release from the Hospital after a Surgical Procedure or period of Confinement due to Injuries sustained in a Covered Accident.

For purposes of this benefit, the following services do not meet the Benefit Description of At-Home Care:

- hospice care; and
- any care provided by you, a Family Member, a business or professional partner, or any person who has a financial affiliation or business interest with you.

Benefits for At-Home Care will not be paid for any day that benefits are paid for Rehabilitation or Sub-Acute Rehabilitation Unit Confinement.

Benefit Duration

This benefit is payable up to a maximum of five days per Insured per Covered Accident.

Physician Follow-Up Visits

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits if an Insured receives any of the following and expenses are incurred:

- initial examination or treatment by a Physician due to Injuries sustained in a Covered Accident more than 14 days after the Covered Accident; or
- follow-up care by a Physician prescribed to occur after the initial examination or treatment due to Injuries sustained in a Covered Accident.

The Physician Follow-Up Visit must be within 365 days from the Covered Accident.

For purposes of this benefit, care received in a Physician's office, Hospital, or through Telemedicine meets the Benefit Description of Physician Follow-Up Visit.

For purposes of this benefit, routine physical or wellness exams do not meet the Benefit Description of Physician Follow-Up Visit.

Benefit Duration

This benefit is payable up to a maximum of 4 visits per Insured per Covered Accident, up to a maximum of 16 times per Insured per Calendar Year.

Rehabilitation or Sub-Acute Rehabilitation Unit Confinement

Benefit Description

We will pay the corresponding amount shown in the Schedule of Benefits for each day an Insured is Confined in a Rehabilitation or Sub-Acute Rehabilitation Unit and expenses are incurred.

The Insured must be transferred to the Rehabilitation or Sub-Acute Rehabilitation Unit for inpatient care immediately after a period of Confinement in a Hospital due to Injuries sustained in a Covered Accident.

Benefits for Rehabilitation or Sub-Acute Rehabilitation Unit Confinement will not be paid for any day that benefits are paid for Hospital Admission, or Hospital ICU Admission, or Hospital Confinement - Daily Stay, or Hospital ICU Confinement - Daily Stay, or Hospital Sub-Acute ICU Confinement - Daily Stay, or At-Home Care.

Benefit Duration
This benefit is payable up to a maximum of 15 days per Insured per Covered Accident.

Therapy Services
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits for each day an Insured receives Therapy Services due to Injuries sustained in a Covered Accident and expenses are incurred.

A Physician must prescribe the Therapy Services to the Insured on an Outpatient Basis with a Physician or Therapist.

The therapy must begin within 90 days after the Covered Accident and must be received within 365 days of the Covered Accident.

For purposes of this benefit, the following are considered Therapy Services:

- Chiropractic Therapy;
- Occupational Therapy;
- Physical Therapy;
- Respiratory Therapy;
- Speech Therapy; and
- Vestibular Therapy.

For purposes of this benefit, therapy received in a Rehabilitation or Sub-Acute Rehabilitation Unit is considered inpatient and does not meet the Benefit Description of Therapy Services.

Benefit Duration
This benefit is payable up to a maximum of 15 days per Insured per Covered Accident.

If more than one type of Therapy Service is received on the same day by the same Physician, we will pay only one day of Therapy Services.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Accidental Death
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured dies due to Injuries sustained in a Covered Accident.

The Accidental Death must be within 365 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured.

If we pay this benefit, we will not pay the Accidental Death - Common Carrier benefit.

Accidental Death - Common Carrier
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured dies while traveling as a fare-paying passenger on a Common Carrier due to Injuries sustained in a Covered Accident.

A Common Carrier is commercial transportation including airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not common carriers.

The Accidental Death must be within 365 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured.

If we pay this benefit, we will not pay the Accidental Death benefit.

Accidental Dismemberment
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains a Dismemberment in a Covered Accident and expenses are incurred.

The Accidental Dismemberment must be within 365 days of the Covered Accident.

For purposes of this benefit, the following losses meet the Benefit Description of Accidental Dismemberment:
- for the loss of a foot, all of the foot is cut off at or above the ankle joint;
- for the loss of a hand, all four fingers are cut off at or below the knuckles joining each to the hand; and
- for the loss of a thumb and index finger, all of the thumb and index finger are cut off at or below the joint closest to the wrist.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

If an Insured sustains multiple Dismemberments in a single Covered Accident, we will pay for each Dismemberment, but will pay no more than the Insured's Accidental Death benefit amount.

Coma
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured is in a Coma for a period of seven or more consecutive days due to Injuries sustained in a Covered Accident and expenses are incurred.

A Coma is a continuous state of profound unconsciousness requiring intubation for respiratory assistance characterized by the absence of:
- eye opening;
- verbal response; and
- motor response.

A Physician must confirm the Coma within 365 days of the Covered Accident.

For purposes of this benefit, the term Coma does not include any medically induced coma.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Home Alterations and Automobile Modifications
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains an Injury due to a Covered Accident, which requires;
- permanent structural alterations that were made to the Insured's primary residence to make it accessible and livable; or
- modifications that were made to a primary Automobile to make it accessible to drive.

The Home Alterations and Automobile Modifications must take place and expenses must be incurred within 365 days of the Covered Accident.

This benefit will not be paid unless:
- home alterations are recommended by a Physician; or
- modifications to an Automobile are recommended by a Physician, are made by a person or persons with experience in these types of modifications, and modifications are approved by the federal or state vehicle licensing authorities if required.

For the Home Alterations and Automobile Modifications benefit to be paid, an Accidental Dismemberment, Loss of Use, or Paralysis Benefit must be paid first.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Loss of Use
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured loses the ability to hear, see, or speak due to Injuries sustained in a Covered Accident and expenses are incurred.

A Physician must confirm the Loss of Use within 365 days of the Covered Accident.

For the purposes of this benefit, the following losses meet the Benefit Description of Loss of Use:
- for the loss of hearing, total deafness in one or both ears;
- for the loss of sight in one eye, the eye must be totally blind and no sight can be restored in that eye;
- for the loss of sight in both eyes, the:
    - sight in the better eye reduced to a best corrected visual acuity of 20/200 or less (Snellen or E-Chart Acuity);
    - visual field remaining is less than 20° in the better eye; and
    - the Insured was not previously legally blind; and
- for the loss of speech, the ability to speak is a total and irrecoverable loss.

For purposes of this benefit, any loss that can be corrected to any functional degree by any procedure, aid, or device does not meet the Benefit Description of Loss of Use.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

If an Insured sustains multiple losses in a single Covered Accident, we will pay for each Loss of Use, but will pay no more than the Insured's Accidental Death benefit amount.

Paralysis
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits if an Insured sustains Paralysis of one or more limbs in a Covered Accident and expenses are incurred.

A Physician must confirm the Paralysis within 365 days of the Covered Accident.

For the purposes of this benefit, the following types of Paralysis meet the Benefit Description of Paralysis:
- for Uniplegia, the total and irreversible paralysis of any one limb;
- for Hemiplegia, the total and irreversible paralysis of both limbs on either side of the body, for example the right arm and right leg, or the left arm and left leg;
- for Paraplegia, the total and irreversible paralysis of any two limbs;
- for Triplegia, the total and irreversible paralysis of any three limbs; and
- for Quadriplegia, the total and irreversible paralysis of all four limbs.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

ADDITIONAL BENEFITS

Benefit Booster
Benefit Description
We will pay the corresponding amount shown in the Schedule of Benefits, if the total amount of Payable Claims for a Covered Accident equals or exceeds the amount shown in the Schedule of Benefits.

This benefit is payable for Payable Claims that occur within 365 days of the Covered Accident.

Benefit Duration
This benefit is payable once per Insured per Covered Accident.

Wellbeing Assistance Benefit
Benefit Description
We will pay the corresponding amount shown on the Schedule of Benefits to help with monetary expenditures such as transportation, missed work, and other incidentals, as a result of having one of the routine, preventative tests covered by this certificate. The test must be performed after the 30 day Benefit Waiting Period has been satisfied. The Benefit Waiting Period is the period of time during which Insureds must have continuous coverage before benefits for Wellbeing Assistance become payable.

The covered tests include:
- Blood test for triglycerides;
- Bone marrow testing;
- BRCA1 or BRCA2 testing;
- Breast ultrasound;
- Carotid Doppler;
- CA 15-3;
- CA 125;
- CEA;
- Chest X-ray;
- Colonoscopy;
- Electrocardiogram (EKG, ECG);
- Echocardiogram (ECHO);
- Fasting blood glucose;
- Flexible sigmoidoscopy;
- Hemoccult stool analysis;
- Mammography;
- Pap smear;
- PSA;
- Serum protein electrophoresis;
- Serum cholesterol test for HDL and LDL;
- Skin cancer biopsy;
- Stress test on a bicycle or treadmill;
- Thermography;
- ThinPrep pap test; or
- Virtual colonoscopy.

Benefit Duration
This benefit is payable a maximum of once per Insured per Calendar Year.

EXCLUSIONS AND LIMITATIONS

Exclusions
We will not pay benefits for a claim that is caused by, contributed to by, or resulting from any of the following:

Elective Procedures
- elective procedures, cosmetic surgery, or reconstructive surgery unless it is a result of a Covered Accident, organ donation, trauma, infection, or other diseases.

Felonies or Illegal Occupations
- committing or attempting to commit a felony;
- being engaged in an illegal occupation or activity.

Hazardous Avocations
- operating, learning to operate, serving as a crew member of any aircraft or hot air balloon, including those which are not motor-driven, unless flying as a fare paying passenger;
- jumping, parachuting, or falling from any aircraft or hot air balloon, including those which are not motor-driven;
- travel or flight in any aircraft or hot air balloon, including those which are not motor-driven, if it is being used for testing or experimental purposes, used by or for any military authority, or used for travel beyond the earth's atmosphere;

- engaging in hang-gliding, bungee jumping, sail gliding, parasailing, parakiting, or BASE jumping.

Impaired Driving
- Operating any motorized vehicle while under the influence of intoxicants or narcotics.

Incarceration
- a Covered Loss that occurs while an Insured is legally incarcerated in a penal or correctional institution.

Racing
- Riding or driving an air, land or water vehicle in a race, speed or endurance contest.

Semi-professional or Professional Sports
- practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

Sickness
- any Sickness, bodily infirmity, or other abnormal physical condition or Mental or Nervous Disorders, including diagnosis, treatment, or surgery for it;
- Infection. This exclusion does not apply when the infection is due directly to an Injury sustained in a Covered Accident.

Suicide or Self-Inflicted Injuries
- injuring oneself intentionally or attempting or committing suicide, whether sane or not.

War or Armed Conflict
- active participation in a riot, insurrection, or terrorist activity. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- participating in war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the armed forces of any nation or authority, including the National Guard, or similar government organizations.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

OTHER FEATURES

Newborn Coverage Feature
Your newborn or newly adopted Children will automatically be covered for 31 days from their Coverage Eligibility Date if you are insured.

If you wish to continue Child coverage, you must notify us on or before the end of the 31 day period and pay any additional premium.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to notify us or pay any additional premium for the newly eligible Child.

Portability
Portability allows you, and your Spouse, and Children to continue coverage when coverage under the Policy would otherwise end due to an Eligible Portability Event. The certificate in force at the time of an Insured's Eligible Portability Event will reflect the terms and condition of the coverage that can be continued.

Any future changes made in the Policyholder's group Policy will not apply to coverage an Insured has ported, unless required by law.

Eligible Portability Events
You are eligible to port coverage on the date:
- the Policyholder cancels the Policy; or
- you are no longer in an Eligible Group.

However, you will not be considered eligible to port coverage if:
- the Policyholder's Policy is closed to new enrollments; or
- the Policyholder's Policy is cancelled by us.

Applying for Portable Coverage

If you choose to apply for portable coverage for yourself, you may also port coverage for your Spouse and or Children who were covered under the Policy.

You must apply for portable coverage and pay the first premium within 31 days from the date of an Eligible Portability Event.

Ported Coverage Effective Date

Once premiums and all forms have been received within the specified time period, ported coverage is effective on the day after coverage would have otherwise ended under the Policy.

End of Ported Coverage

For you

Ported coverage will automatically end on the earliest of:

- the last day for which premiums have been paid;
- the date you return to an Eligible Group and are covered under the Policy;
- the date coverage provided under Portability is cancelled by us for any reason upon 31 days notice; or
- the date you die.

For your Spouse

Your Spouse's coverage will end on the earliest of:

- the last day for which premiums have been paid;
- the date your Spouse no longer meets the definition of a Spouse;
- the date of your divorce or annulment;
- the date coverage provided under Portability is cancelled by us for any reason upon 31 days notice;
- the date the Named Insured dies; or
- the date of your Spouse's death.

For your Children

Your Children's coverage will end on the earliest of:

- the last day for which premiums have been paid;
- the date your Children no longer meet the definition of Children;
- the date coverage provided under Portability is cancelled by us for any reason upon 31 days notice;
- the date the Named Insured dies; or
- the date of your Children's death.

Once ported coverage ends, it cannot be reinstated.

Paying for Ported Coverage

You must make all premium contributions for ported coverage. We will bill you directly for any premium due.

Rates for Ported Coverage

Premium will be based on the rates for Portability in effect on the date you apply to port your coverage.

Portability rates may be changed by us at any time. We will provide Written notice at least 45 days before any change is to take effect.

Portability In The Event Of Your Death, Divorce Or Annulment

Portability allows your covered Spouse to continue coverage when coverage under the Policy would otherwise end in the case of your death, divorce or annulment. Such coverage will provide the same rights and conditions as portable coverage available to a Named Insured.

Your Spouse is not eligible to continue coverage under this provision if your Spouse was not covered under this certificate on the date of your death, divorce or annulment.

START OF COVERAGE

Coverage Eligibility Date

For you

If you are in an Eligible Group, you are eligible for coverage on the later of:

- the Policy Effective Date; or
- the day after any applicable Eligibility Waiting Period has been satisfied.

For your Spouse and your Children

If you elect coverage for yourself, and your Spouse, and your Children are eligible for coverage on the later of:

- the date you are eligible for coverage; or
- the date you first acquire a Spouse or Child.

Enrolling for Coverage

Initial Enrollment

You may apply for any coverage available for you, and your Spouse, and your Children within 31 days of your, your Spouse's, or your Children's Coverage Eligibility Date.

You may also apply for any coverage available for you, and your Spouse, and your Children during any scheduled annual Enrollment Period or within 31 days of a Qualifying Life Event.

Late Enrollment

If you did not apply for coverage during your, or your Spouse's, or your Children's Initial Enrollment or you voluntarily cancelled coverage for you, or your Spouse, or your Children and are re-applying, you may apply for coverage during any scheduled annual Enrollment Period or within 31 days of a Qualifying Life Event.

Coverage Effective Date

Coverage under this certificate will start at 12:01 a.m. Standard Time in the time zone where you live on the Coverage Effective Date shown on your Certificate Schedule for purposes of all dates under this Certificate of Coverage.

Coverage Effective Date if you are not in Active Employment

You must be in Active Employment in order for coverage to become effective for any Insured in accordance with the Coverage Effective Date provision.

If you are not in Active Employment due to a temporary Layoff, Furlough, or Leave of Absence on the date coverage would become effective, your, and your Spouse's, and your Children's Coverage Effective Date will be the date you return to Active Employment.

Coverage Effective Date for Initial Enrollment and Late Enrollment are subject to this provision.

A delay of Coverage Effective Date for a change in coverage will not affect coverage that is currently in force.

CONTINUATION AND END OF COVERAGE

Continuation of your Coverage During Extended Absences

Family and Medical Leave of Absence

We will continue coverage during absences for family and medical leave if premium payments continue and the Policyholder approved your leave in Writing. You will be covered up to the end of the latest of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;
- the leave period required by applicable state law; or
- the leave period provided to you for an Injury or Sickness, provided premium is paid and the Policyholder has approved your leave in Writing.

If coverage is not continued during a Family and Medical Leave of Absence, upon the Named Insured's return to Active Employment, we will not apply a new Eligibility Waiting Period.

In order for these conditions to apply, the Policyholder must notify us and commence paying premiums for the Named Insured's coverage within 31 days following a Named Insured's return to Active Employment following a Leave of Absence for Family and Medical Leave.

Leave of Absence, other than a Family and Medical Leave of Absence
If the Named Insured is on a Layoff, Furlough, or Leave of Absence other than for Family and Medical Leave, you will be covered through the premium due date immediately following the date your Layoff, Furlough, or Leave of Absence begins, provided premium is paid.

If premium is remitted beyond the premium due date referenced above, our only liability will be to return the premium.

End of Coverage

For You
Your coverage under this certificate ends on the earliest of:
- the date the Policy is cancelled by us or the Policyholder;
- the date you are no longer in an Eligible Group;
- the date your Eligible Group is no longer covered;
- the date of your death; or
- the last day of the period any required premium contributions are made.

However, as long as premium is paid as required, coverage will continue:
- in accordance with the Continuation of your Coverage During Extended Absences provision; or
- if you elect to continue coverage for you, and your Spouse, and your Children under Portability.

We will provide coverage for a Payable Claim that occurs while you are covered under this certificate.

For your Spouse
Your Spouse's coverage will end on the earliest of:
- the date your coverage under this certificate ends;
- the date your Spouse is no longer eligible for coverage;
- the date your Spouse no longer meets the definition of a Spouse;
- the date of your Spouse's death; or
- the date of your divorce or annulment.

If your Spouse's coverage ends as a result of your death, divorce or annulment, your Spouse may elect to continue Spouse and Children coverage in accordance with the Portability In The Event Of Your Death, Divorce, or Annulment provision.

We will provide coverage for a Payable Claim that occurs while your Spouse is covered under this certificate.

For your Children
Your Children's coverage will end on the earliest of:
- the date your coverage under this certificate ends;
- the date your Children are no longer eligible for coverage;
- the date of your Children's death; or
- the date your Children no longer meet the definition of Children.

We will provide coverage for a Payable Claim that occurs while your Children are covered under this certificate.

CLAIM PROVISIONS

Notice of a Claim

A claim for benefits under this certificate must be submitted in Writing within 90 days from the date of the Covered Loss, or as soon as reasonably possible.

Claim Forms

After receiving the Notice of a Claim, we will send a claim form, if required, to you or your authorized representative within 15 days from the date we receive the Notice of a Claim.

If you or your authorized representative do not receive a claim form from us within 15 days after we receive the Notice of a Claim, a Written statement from you or your authorized representative as to the nature and extent of the Covered Loss will be deemed Proof of Loss, if sent to us within the time limit stated in the Proof of Loss section below.

Proof of Loss

Proof of Loss must be sent to us no later than 90 days after the date of Covered Loss. If it is not reasonably possible to provide Proof of Loss within this time period, it will not affect a Payable Claim if it is provided within one year, unless the Insured lacks the legal capacity to do so.

In no event can Proof of Loss be submitted after the expiration of the time limit for commencing Legal Action as stated in this certificate, even if the failure to provide Proof of Loss is due to a lack of legal capacity.

Proof of Loss, provided at your or your authorized representative's expense, must establish the nature and extent of the Covered Loss and should include but not be limited to the following:

- the cause of death or Covered Loss;
- the extent of the Covered Loss;
- the date of Covered Loss;
- the name and address of any Hospital or institution where treatment was received, including all attending Physicians;
- a Physician's bill, a Hospital bill, or other proof of expenses incurred; and
- in case of death, a certified copy of the death certificate or other lawful evidence providing equivalent information.

If the Proof of Loss is not complete, we will request additional information.

Authorization for Release of Information

We may request Written authorization from an Insured. This authorization may be required in order for us to obtain the necessary medical and non-medical information needed for Proof of Loss. This information may include any appropriate financial records such as income tax returns. Failure to provide us with Written authorization may result in the denial of a claim if the Insured does not send proof to us and we are not able to obtain the proof that is required to make a claim decision.

Right to Exam, Test, or Interview

We may ask the Insured to be examined or tested by one or more Physicians, other medical practitioners, or vocational experts of our choice. We may also require the Insured to be interviewed by an authorized representative of ours.

We have the right to request exams or tests as often as it is reasonably necessary. Any exam, test, or interview that we require will be paid at our expense. If the Insured fails to attend or fully participate, we will not pay the benefits or we will stop sending benefits under this certificate.

Autopsy

We will have the right to request an Autopsy, at our expense, where it is allowed by law.

Claim Procedures

After the Insured has satisfied the requirements above, we will process and evaluate the information to determine if a claim is payable. We will notify the Insured of a claim decision and issue payment for a Payable Claim in accordance with the Payment of Benefits provision.

If we determine additional time is needed to review a claim, we may extend this time period by 30 days. We will notify the Insured of the circumstances requiring a review extension and when we anticipate making a claim decision.

If a claim for benefits under this certificate is wholly or partially denied, we will provide notice of our decision in Writing.

Payment of Benefits

Benefits for which we are liable will be paid immediately, or within 30 days after we receive written Proof of Loss. All benefits will be paid to you, unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits.

In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision.

In the event of your Spouse's death, should your Spouse have survived you and continued coverage, any unpaid benefits for your Spouse, will be paid to your surviving Spouse's beneficiary in accordance with the Beneficiary Designation and Change provision.

Beneficiary Designation and Change

When a person becomes insured under this certificate, the Insured is responsible for designating a beneficiary in Writing for any benefits due in the event of the Insured's death. It is important to list the full name of each beneficiary and that all beneficiary designations are kept current and provided to us.

You are the beneficiary for any Insured under this certificate while you are still living unless there is a valid change in beneficiary designation by an Insured. If an Insured wishes to change their beneficiary designation, they may do so by sending us a completed, dated, and signed beneficiary designation change form. Changes in beneficiary designations will take effect on the date notice of the beneficiary designation is signed by the Insured.

If a beneficiary is not named, or if all named beneficiaries do not survive the Insured, or the named beneficiary is legally unable to receive benefits, any benefits due will be paid to the first surviving member of the family in the order that follows:

- you;
- the Insured's Spouse;
- the Insured's natural offspring and legally adopted Children in equal shares;
- the Insured's mother or father in equal shares, if paying both; or
- the Insured's sisters and brothers in equal shares.

Instead of making a payment to a surviving member of the family, we have the right to pay any benefits due to the Insured's estate. If there are no surviving members of the family, any benefits due will be paid to the Insured's estate.

Overpayment of Claims

We have the right to recover any overpayments made on a prior claim up to 18 months from the date the claim was paid. However, in the event of any material misstatements, ineligibility of an Insured, incomplete information, or Fraud, we have the right to recover any overpayments at anytime.

We must be reimbursed in full. If it is not possible for you to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments.

We will not recover more money than the amount we paid you.

Underpayment of Claims

We have the responsibility to make additional payments if any underpayments have been made. Any underpayments will be paid in accordance with the Payment of Benefits provision.

Unpaid Premium

Any Unpaid Premium due for an Insured's coverage at the time of payment for a claim may be deducted from the Insured's claim payment.

Appeal Procedures

Prior to filing any lawsuit and within 60 days after denial of a claim, you or your estate must appeal any denial of benefits under the Policy by making a Written request for review of the denial.

Legal Actions

If you or your authorized representative disagree with our decision, you or your authorized representative can start Legal Action regarding your claim 60 days after Proof of Loss has been given to us and up to three years from the latest of when:

- original Proof of Loss was first required to have been given to us;
- your claim was denied; or
- your benefits were terminated,

unless otherwise provided under federal law.

GENERAL PROVISIONS

When Days Begin and End

For the purpose of all dates under this Certificate of Coverage, all days begin at 12:01 a.m. and end at 12:00 midnight in the time zone where you live.

Certificate of Coverage Contents

Coverage for an Insured is provided under this Certificate of Coverage which is a part of the Policy issued to the Policyholder. The Policy consists of:

- all Policy provisions, and any riders, amendments and endorsements, and other attachments to the Policy;
- this Certificate of Coverage, and any riders, amendments and endorsements, and other attachments to this Certificate of Coverage;
- the Policyholder's application for group insurance; and
- Named Insured's enrollment form and Evidence of Insurability, if applicable.

Certificate of Coverage
We will provide a Certificate of Coverage for each Named Insured. Your certificate describes:
- the coverage to which an Insured may be entitled;
- to whom we will make a payment; and
- the limitations, exclusions, and requirements that apply to an Insured's coverage.

If any of the terms and provisions of this certificate are different than in the Policy, the Policy will govern.

Cancellation or Modification to the Policy and this Certificate of Coverage
The Policy and this Certificate of Coverage may be cancelled or modified by the Policyholder at any time without the Insured's consent. Any cancellation or modification to the Policy or certificate requested by the Policyholder will take effect on the date agreed upon by us and the Policyholder.

Representation in Applications
Any statements made by you will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits, or deny a claim unless it is included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.

Assignment
An Assignment transfers all or part of your legal title and rights under the Policy and this certificate to someone else, known as an "assignee." We will recognize your assignee(s) as owners of the rights you transferred under the Policy and this certificate if the Assignment is in Writing, is certified or signed by you and the assignee, is filed with us, and is in a form acceptable to us.

An Assignment will take effect on the date notice of the Assignment is signed by you. If we have taken any action or made any payment before we receive notice of the Assignment, that Assignment will not go into effect for those actions taken or payments made. An Assignment does not change an Insured's coverage or beneficiary designation.

We are not responsible for the validity of any Assignment. We advise you to verify your Assignment is legal in your state and that it accomplishes the goals you intend.

Contestability
We can take legal or other action using statements made in signed applications for coverage only when a Covered Loss occurs during the first two years after an Insured's Coverage Effective Date. However, in the event of Fraud, we can take Legal Action at any time as permitted by applicable law.

Misstatement of Information
If you or the Policyholder provides us information about an Insured that is incorrect, we will:
- use the facts to decide whether the Insured has coverage under this certificate and the Policy and in what amounts; and
- if necessary, make the applicable premium adjustments.

Fraud
We want to make sure you and the Policyholder do not incur additional insurance costs as a result of the undermining effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if anyone knowingly, and with intent to injure, defrauds, or deceives us. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

Agency
For purposes of the Policy, the Policyholder acts on their own behalf or as your agent. Under no circumstances will the Policyholder be deemed our agent.

Workers' Compensation or State Disability Insurance
This certificate does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

Communicating With you or the Policyholder
We may provide notices, information, and other communications to you or the Policyholder in Written form.

To protect our customers, we will abide by all applicable privacy laws and regulations.

Additional Services
This certificate may include enrollment, administrative, risk management, health, legal, financial protection, and other support services related to your Policyholder's benefit program. We may offer or provide these services, or we may arrange for a third party to offer or provide these services. If we arrange for a third party to do so, that third party remains liable for the provision of such goods or services.

We reserve the right to terminate, modify, or replace any service at any time.

When the Policy terminates, all access to services will end.

GLOSSARY

Active Employment
You are working for the Policyholder for earnings that are paid regularly, and you are performing the Material and Substantial Duties of your Regular Occupation. You must be regularly scheduled to work at least the minimum number of hours as determined by the Policyholder.

Your work site must be:
- the Policyholder's usual place of business in the United States;
- an alternative work site in the United States at the direction of the Policyholder; or
- a location in the United States to which your job requires you to travel.

Normal vacation, holidays, or temporary business closures are considered Active Employment provided you are in Active Employment on the last scheduled work day preceding such time off.

For purposes of this certificate, temporary business closures that meet the Glossary definition of Active Employment include, but are not limited to:
- inclement weather;
- power outage; and
- public health agency orders.

Temporary and seasonal workers are excluded from coverage.

Ambulatory Surgical Center
A facility, separate from a Hospital, equipped for Physicians to perform Surgical Procedures on an Outpatient Basis and must:
- provide anesthesia administered by a licensed anesthesiologist or licensed nurse anesthetist; and
- have agreements with local Hospitals to immediately accept patients who develop complications.

Automobile
A private passenger motor vehicle, also referred to as "auto," which is licensed for use on public roads and highways, and is subject to motor vehicle registration. The term Automobile does not include an All-Terrain Vehicle (ATV), motorcycle, scooter, or golf cart.

Calendar Year
The period beginning on the Insured's Coverage Effective Date and ending on December 31 of the same year. For each following year, it is the period beginning on January 1 and ending on December 31.

Certificate of Coverage
The document issued to the Named Insured, also referred to as the "certificate," describing an Insured's benefits and rights under the Policy, including any riders, amendments and endorsements, and other attachments to this certificate and the Policy.

Child Care Center
Any facility or private care that:
- is licensed as a child care center by the state;
- provides non-medical care and supervision for Children; and
- is not operated by you or a Family Member.

Children
Any Child from live birth to age 26 who is:
- your own natural offspring;
- your Spouse's Child;
- your lawfully adopted Child as of the earliest of the date:
    - the Child is placed in your home or in a medical facility;
    - a petition is filed for you to adopt the Child; or
    - an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the Child;
- a foster Child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction; or
- grandchildren, nieces, and nephews living with you in a regular parent-child relationship that are dependent on you for primary financial support; or
- any other Child residing with you through legal mandate that is dependent on you for financial support.

Your Child may be eligible for coverage past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 31 days of the Child's 26th birthday or we will accept proof within 31 days of the Child's Coverage Eligibility Date. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be insured as both a Child and an Employee.

Your Children may not be insured by more than one Employee.

Colonial Life & Accident Insurance Company
Referred to as "Colonial" and "we," "us," and "our."

Confined or Confinement
Assignment to a bed as a resident inpatient in a medical or treatment facility, including an Observation Unit, for a minimum of 20 continuous hours on the advice of a Physician.

Covered Accident
An unintended or unforeseen bodily Injury sustained by an Insured, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition and which:
- occurs on or after the Coverage Effective Date;
- occurs while coverage is in force; and
- is not excluded by name or specific description in this certificate.

Covered Loss
An accidental death, dismemberment, loss, or other Injury for which benefits are payable under this certificate.

Eligibility Waiting Period
The continuous period of time an individual must be in an Eligible Group before they may enroll in coverage.

Emergency Department
A specified area within a Hospital, or standalone facility that is affiliated with a Hospital, designated for the emergency care of accidental Injuries or Sicknesses. This area must:
- be staffed and equipped to handle trauma;
- be supervised and have treatment provided by Physicians; and
- provide care seven days per week, 24 hours per day.

Employee
A person, also referred to as "you," who is in Active Employment in the United States with the Policyholder.

Enrollment Period
A period of time determined by the Policyholder and us during which you are eligible to enroll for or change your coverage. This period of time may be limited.

Family Member
A Child, stepchild, Spouse, parent, stepparent, sibling, stepsibling, parent-in-law, Child-in-law, sibling-in-law, grandparent, grandparent's Spouse, grandchild, or grandchild's Spouse.

Furlough
Temporary absence from Active Employment for a period of time that has determined in advance by the Policyholder.

Hospital
A licensed institution supervised by Physicians and operated pursuant to law on a full-time basis. The Hospital must:
- provide overnight care to people with Injuries or Sicknesses;
- have full-time Nurses on duty or on call who are supervised by a registered Nurse; and
- have X-ray equipment, a laboratory, and a surgical operating room at its locations or available to use on a pre-arranged basis.

For purposes of this certificate, the following hospital units meet the Glossary definition of Hospital:
- Progressive Care Unit;
- Intermediate Care Unit; and
- Step-Down Unit.

For purposes of this certificate, the following do not meet the Glossary definition of Hospital:
- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility;
- a Rehabilitation or Sub-Acute Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

Injury
Any damage or harm to the body that is the direct result of a Covered Accident and not related to any other cause.

Insured
Any person who has coverage under this certificate.

Layoff
Temporary suspension or permanent termination of Active Employment.

Normal vacation time, holidays, or temporary business closures are not considered a temporary Layoff.

Leave of Absence
Temporary absence from Active Employment for a period of time under a leave granted in Writing by the Policyholder that is in accordance with the Policyholder's formal leave policies.

Normal vacation time, holidays, or temporary business closures are not considered a Leave of Absence.

Material And Substantial Duties
Duties that:
- are routinely required for the performance of your Regular Occupation; and
- cannot be reasonably omitted or modified.

Mental or Nervous Disorders
A psychiatric or psychological condition classified in the most recent Diagnostic and Statistical Manual of Mental Health Disorders (DSM) published by the American Psychiatric Association (APA), as of the date of Covered Loss. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the APA as of the date of Covered Loss. If the APA no longer publishes a diagnostic manual or the APA ceases to exist, we will use a comparable diagnostic manual.

Nurse
A healthcare professional trained to care for people with Injuries or Sicknesses. A Nurse may include a graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).

We will not recognize you, your Family Member, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Nurse for a claim that you send to us.

Observation Unit
A specified area within a Hospital, separate from the Emergency Department, where a patient can be monitored following a Surgical Procedure performed on an Outpatient Basis or treatment in the Emergency Department. The Observation Unit must:
- be under the direct supervision of a Physician or registered Nurse;
- be staffed by Nurses assigned specifically to that unit; and
- provide care seven days per week, 24 hours a day.

Occupational Therapy
The treatment of an Insured by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living and those tasks required by the person's particular occupational role.

For purposes of this certificate, the following do not meet the Glossary definition of Occupational Therapy:
- diversional therapy;
- recreational therapy; and
- any vocational therapies (e.g. hobbies, arts, and crafts).

Off-Job Accident
A Covered Accident that occurs while an Insured is not working at any job for pay or benefits.

On-Job Accident
A Covered Accident that occurs while an Insured is working at any job for pay or benefits.

Outpatient Basis
Medical care and treatment received without being admitted to a Hospital or other facility.

Payable Claim
A claim for which we are liable for under the terms of this certificate.

Pet
A domestic animal that lives with an Insured and is dependent on the Insured for primary care and maintenance.

Pet Boarding Facility
An appropriately licensed independent animal care provider or facility specializing in the care and overnight or long-term boarding of animals that is not owned or operated by an Insured or a Family Member.

Physical Therapy
Treatment by physical means, hydrotherapy, heat or similar modalities, physical agents, bio-mechanical, and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent additional Injury following Injury or loss of a body part.

Physician
A person performing tasks that are within the limits of their medical license and is also:
- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;
- licensed to practice medicine, prescribe and administer drugs, or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

We will not recognize you, a Family Member, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us.

Policy
The Group Accident Insurance Policy issued to the Policyholder, including this Certificate of Coverage and any riders, amendments and endorsements, and other attachments to this certificate and the Policy.

Policyholder
The entity to which the Policy is issued. It includes any division, subsidiary or affiliated company named in the Policy Rate Schedule.

Qualifying Life Event
For coverage determination purposes, a Qualifying Life Event means an event including, but not limited to:
- birth, adoption, or addition of a Child;
- a change in legal marital status;
- a change in employment status; or
- death of an Insured.

Qualifying Life Event coverage changes made in accordance with the Start of Coverage provisions must be consistent with the Qualifying Life Event.

Regular Occupation
The occupation you are routinely performing. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer at a specific location.

Rehabilitation Unit
An appropriately licensed facility that provides rehabilitation care services on an inpatient basis. The care services provided by the Rehabilitation Unit must:
- consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by accidental Injury or Sickness to achieve the highest possible functional ability; and
- be provided by or under the supervision of an organized staff of Physicians.

The Rehabilitation Unit may be part of a Hospital or a standalone facility.

For purposes of this certificate, the following do not meet the Glossary definition of Rehabilitation Unit:
- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility;
- a Sub-Acute Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

Respiratory Therapy
Treatment and assistance used to recover lung function.

Sickness
An illness or disease.

Speech Therapy
Treatment and assistance for disorders related to speech, language, cognitive-communication, voice, swallowing, and fluency.

Spouse
The person who is your partner through lawful marriage, civil union, domestic partnership (established by a declaration acceptable to us), or your legally separated Spouse.

Your Spouse may not be insured as both a Spouse and an Employee.

Sub-Acute Rehabilitation Unit
A licensed facility or distinct part of a facility supervised at all times by a Physician or Nurse. The facility must provide care to people with Injuries or Sicknesses on an inpatient basis. The Sub-Acute Rehabilitation Unit must have a Physician available at all times and have a transfer agreement in effect with one or more participating Hospitals.

For purposes of this certificate, the following do not meet the Glossary definition of Sub-Acute Rehabilitation Unit:
- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility;
- a Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

Substance Abuse
Abuse of or addiction to drugs or alcohol.

Surgical Procedure
The cutting into the skin or other organ to accomplish any of the following goals:
- further explore the condition for the purpose of diagnosis;
- take a biopsy of a suspicious lump;
- remove diseased tissues or organs;
- remove an obstruction;
- reposition structures to their normal position;
- redirect channels;
- transplant tissue or whole organs;
- implant mechanical or electronic devices;
- repair an area that has been injured or affected by trauma, overuse, or Sickness; or
- restore proper function.

For purposes of this certificate, the following do not meet the Glossary definition of Surgical Procedure:
- venipuncture (drawing blood);
- lumbar puncture;
- epidural steroid injections;
- removal of skin tags; and
- foreign body removal from the eye.

Telemedicine
A medical inquiry with a Physician via the use of telecommunication and information technologies (including, but not limited to, audio or video communications) for the Insured's evaluation, diagnosis, or treatment as would be practiced in person. This does not include requests for prescription refills or medical records.

Therapist
A health care professional appropriately licensed by the state to perform Therapy Services with the exception of you, your Family Member, a business or professional partner, or any person who has a financial affiliation or business interest with you.

Urgent Care Facility
A health care facility that is organizationally separate from a Hospital with the primary purpose of offering and providing urgent and immediate, short-term medical care, without an appointment.

Vestibular Therapy
Treatment and assistance for balance and dizziness problems, and vestibular disorders.

Writing or **Written**
A record on or transmitted by paper, electronic, or telephonic means consistent with applicable law.

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY
1200 Colonial Life Boulevard, P.O. Box 1365, Columbia, South Carolina 29202

NOTICE CONCERNING COVERAGE UNDER THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Insurance companies and health maintenance organizations (HMOs) licensed in this state to write life insurance, annuities or health insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to provide a safety-net of coverage, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverage, exclusions and limits. **This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, HMO contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

(1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
(2) the insurer was not authorized to do business in this state;
(3) their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

(1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
(2) any policy of reinsurance (unless an assumption certificate was issued);
(3) interest rate yields that exceed an average rate;
(4) dividends;
(5) credits given in connection with the administration of a policy by a group contractholder;
(6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
(7) unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- $300,000 for policies and contracts of all types, except as described in the next point
- $500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - $300,000
- life insurance cash surrender value - $100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - $100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - $250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - $100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
    - $100,000 for limited benefits and supplemental health coverages
    - $300,000 for disability and long term care insurance
    - $500,000 for basic hospital, medical and surgical insurance or major medical insurance

NOTE

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Insurance Guaranty Association
P.O. Box 190434
Nashville, TN 37219
Website: www.tnlifega.org

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243