

SERFF Tracking Number: AEGX-126167939 State: Arkansas
Filing Company: Monumental Life Insurance Company State Tracking Number: 42501
Company Tracking Number: GH AR0049055F01
TOI: H05 Health - Champus/Tricare Supplement Sub-TOI: H05.000 Health - Champus/Tricare Supplement
Product Name: TRICARE SUPPLEMENT
Project Name/Number: TRICARE SUPPLEMENT/GH AR0049055F01

Filing at a Glance

Company: Monumental Life Insurance Company

Product Name: TRICARE SUPPLEMENT SERFF Tr Num: AEGX-126167939 State: ArkansasLH

TOI: H05 Health - Champus/Tricare SERFF Status: Closed State Tr Num: 42501

Supplement

Sub-TOI: H05.000 Health - Champus/Tricare Co Tr Num: GH AR0049055F01 State Status: Approved-Closed

Supplement

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Author: SPI ADMSLH

Disposition Date: 06/04/2009

Date Submitted: 05/28/2009

Disposition Status: Approved-

Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: TRICARE SUPPLEMENT

Status of Filing in Domicile: Pending

Project Number: GH AR0049055F01

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type:

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/04/2009

Explanation for Other Group Market Type:

State Status Changed: 06/04/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed are the above-referenced forms for your review and approval. These are new forms which do not replace any existing forms.

Group Policy Form MLTRC1000GP provides supplemental coverage of the TRICARE and/or CHAMPVA programs.

The policy is designed to provide supplemental coverage for the various insurance programs provided to eligible military

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personnel (both active and retired) and their dependents covered under the TRICARE and CHAMPVA programs. The coverage is marketed through sponsoring service associations and employer groups on a mass-marketed, direct mail basis.

Group Policy Form MLTRC1000GP is the over riding group policy form providing the supplement coverage that will be selected by the applicable policyholders. Group Application Form MLTRC1000GA is the master application executed by the policyholder. Group Certificate Form MLTRC1000GC is the certificate of insurance that will be provided to each insured member or employee eligible under the group policy. Group Enrollment Form MLTRC1000GE is the enrollment form that will be used by eligible members or employees to enroll for coverage under the group policy. Endorsement Form MLTRC1000GEND will be used to amend the group policy to make a change (especially at renewal) that is agreed upon by the policyholder and us.

Bracketed information throughout the forms is intended to be variable. An explanation of variability is included.

Completed filing forms are attached.

Your earliest consideration would be appreciated.

Company and Contact

Filing Contact Information

Edward Weigand, Director, Product Filing, eweigand@aegonusa.com
Compliance and Licensing
520 Park Avenue (410) 685-5500 [Phone]
Baltimore, MD 21201 (410) 209-5910[FAX]

Filing Company Information

Monumental Life Insurance Company CoCode: 66281 State of Domicile: Iowa
4333 Edgewood Road, N.E. Group Code: 468 Company Type: Life and Health
Cedar Rapids, IA 52499 Group Name: State ID Number:
(800) 553-5957 ext. [Phone] FEIN Number: 52-0419790

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Monumental Life Insurance Company	\$50.00	05/28/2009	28147421

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/04/2009	06/04/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	06/03/2009	06/03/2009	SPI ADMSLH	06/04/2009	06/04/2009

SERFF Tracking Number: AEGX-126167939 *State:* Arkansas
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Disposition

Disposition Date: 06/04/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	MLTRC1000GP Explanation of Variability	Approved-Closed	Yes
Supporting Document	AR - NAIC TRANSMITTAL DOCUMENT	Approved-Closed	Yes
Form	Endorsement	Approved-Closed	Yes
Form (revised)	Group Tricare Supplement Insurance Policy	Approved-Closed	Yes
Form	Group Tricare Supplement Insurance Policy	Replaced	Yes
Form (revised)	Group Tricare Supplement Certificate of Insurance	Approved-Closed	Yes
Form	Group Tricare Supplement Certificate of Insurance	Replaced	Yes
Form	Group Application	Approved-Closed	Yes
Form	Enrollment Form	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/03/2009
Submitted Date 06/03/2009

Respond By Date

Dear Edward Weigand,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Tricare Supplement Insurance Policy (Form)
- Group Tricare Supplement Certificate of Insurance (Form)

Comment:

Coverage for newborn infants must be for at least 90 days as outlined under ACA 23-79-129, plus coverage must be paid for routine newborn infant care for five full days in the hospital or until the mother is discharged, whichever is the lesser period of time.

Objection 2

- Group Tricare Supplement Insurance Policy (Form)

Comment:

With respect to Incapacitated Child Continuation, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/04/2009
Submitted Date 06/04/2009

Dear Rosalind Minor,

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Comments:

We are in receipt of your objection dated June 3, 2009 and offer the following in response:

Response 1

Comments: Objection 1. To comply with the requirements of ACA 23-79-129 regarding the newborn child coverage, we have revised that section in the Group Policy and Certificate forms. Newborns will be covered for at least 90 days as well as provide for coverage as noted in 23-79-129. As a result, we have revised the form number which now reads MLTRC1000GP.AR for the Group Policy and MLTRC1000GC.AR for the Certificate.

Objection 2. To comply with the requirements of ACA 23-86-108(4) and Bulletin 14-81 regarding coverage for incapacitated children, we have revised that section in the Group Policy and Certificate forms. The qualifying age now reads 19 and there is no time limit for furnishing proof of incapacity. As a result, we have revised the form number which now reads MLTRC1000GP.AR for the Group Policy and MLTRC1000GC.AR for the Certificate.

Related Objection 1

Applies To:

- Group Tricare Supplement Insurance Policy (Form)
- Group Tricare Supplement Certificate of Insurance (Form)

Comment:

Coverage for newborn infants must be for at least 90 days as outlined under ACA 23-79-129, plus coverage must be paid for routine newborn infant care for five full days in the hospital or until the mother is discharged, whichever is the lesser period of time.

Related Objection 2

Applies To:

- Group Tricare Supplement Insurance Policy (Form)

Comment:

With respect to Incapacitated Child Continuation, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

SERFF Tracking Number: AEGX-126167939 State: Arkansas
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Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Group Tricare Supplement Insurance Policy	MLTRC10 00GP.AR		Policy/Contract/Fraternal Certificate	Initial		47	MLTRC10 00GP_AR. PDF
Previous Version							
Group Tricare Supplement Insurance Policy	MLTRC10 00GP		Policy/Contract/Fraternal Certificate	Initial		47	MLTRC10 00GP.PD F
Group Tricare Supplement Certificate of Insurance	MLTRC10 00GC.AR		Certificate	Initial		47	MLTRC10 00GC_AR .PDF
Previous Version							
Group Tricare Supplement Certificate of Insurance	MLTRC10 00GC		Certificate	Initial		47	MLTRC10 00GC.PD F

No Rate/Rule Schedule items changed.

We hope the above noted revisions and the attached revised forms satisfy your Department's concerns and review of this submission can continue. If you need any additional material or information, please let me know.

Sincerely,

Edward Weigand
 410-209-5265
 eweigand@aegonusa.com

Sincerely,
 SPI ADMSLH

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Form Schedule

Lead Form Number: MLTRC1000GP

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	MLTRC1000GEND	Certificate	Endorsement Amendments, Insert Page, Endorsement or Rider	Initial		46	MLTRC1000GEND.PDF
Approved-Closed	MLTRC1000GP.AR	Policy/Contract	Group Tricare Supplement Insurance Policy Certificate	Initial		47	MLTRC1000GP_AR.PDF
Approved-Closed	MLTRC1000GC.AR	Certificate	Group Tricare Supplement Certificate of Insurance	Initial		47	MLTRC1000GC_AR.PDF
Approved-Closed	MLTRC1000GA	Application/Enrollment Form	Group Application	Initial		59	MLTRC1000GA.PDF
Approved-Closed	MLTRC1000GE	Application/Enrollment Form	Enrollment Form	Initial		48	MLTRC1000GE.PDF

Monumental Life Insurance Company
Home Office: Cedar Rapids, Iowa
Administrative Office: [520 Park Avenue, Baltimore, Maryland 21201]

[[POLICY][CERTIFICATE]] ENDORSEMENT

[Policyholder: [[XYZ Association][Association Trust][ABC Employer][Employer Trust]]
[Organization: [XYZ Association][ABC Employer]]
[Policy Number: [MZ12345]]
[Effective Date: [01/01/2009]]
[Termination Date: [01/01/2010]]

The [[Policy][Certificate]] is amended as follows:

Nothing herein contained shall vary, alter or extend any provision or condition of the [[Policy][Certificate]] other than as stated above.

Except as provided, this Endorsement is subject to all the terms, provisions and limitations of the [[Policy][Certificate]] to which it is attached. This Endorsement is effective on the Effective Date shown above and terminates [[concurrently with the [[Policy][Certificate]] to which it is attached][on the Termination Date shown above].



Secretary



President

Monumental Life Insurance Company

A Stock Company

Home Office: Cedar Rapids, Iowa

Administrative Office: [520 Park Avenue, Baltimore, Maryland 21201]

GROUP POLICY

Policyholder: [[XYZ Association][Association Trust][ABC Employer][Employer Trust]]
[Participating Organization: [XYZ Association][ABC Employer]]
Policy Number: [MZ12345]
Policy Effective Date: [October 1, 2009]
Policy Anniversary Date: [October 1 of each year beginning in 2010]

Monumental Life Insurance Company (“we”, “our” or “us”) has issued this Policy to the Policyholder shown above. This Policy is issued in consideration of a completed application and payment of premiums as provided by its terms. We agree to pay benefits in accordance with all the provisions of this Policy.

EFFECTIVE DATE AND RENEWAL AGREEMENT

EFFECTIVE DATE. This Policy and the insurance provided by it become effective 12:01 A.M. Standard Time at the Policyholder's address on the Effective Date shown above.

RIGHT TO RENEW. This Policy is renewable at the Policyholder's option or our option subject to the payment of premiums when due. Please refer to the Policy Cancellation section of the Group Policy Provisions. A Covered Person may renew insurance subject to the Period of Coverage provisions.

This coverage is subject to the exclusions, and to all other terms of this policy. This Policy will be governed by the laws of the state in which it is delivered.

This Policy is executed on the Effective Date shown above at Cedar Rapids, Iowa.



Secretary



President

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GROUP [[TRICARE][CHAMPVA]] SUPPLEMENT COVERAGE

POLICY SCHEDULE SECTION

ELIGIBILITY

Eligible Persons: Eligible Persons are described below and are eligible for the Supplement Plan stated across from their description. Each person who is a Member, Spouse or Child, as defined, is eligible under this Policy subject to the Eligibility Limitations. An Eligible Person may be covered under only one Supplement Plan. If a person qualifies for a Supplement Plan under more than one description of Eligible Person (Member, Spouse, Child), that person may only be covered once under such Supplement Plan.

<u>CLASS</u>	<u>MEMBERS</u>	<u>[[TRICARE][CHAMPVA]] Supplemental Plan</u>
	<p>“Member” means a [[member][employee]] of the [[Policyholder][Organization]] [who is under age 65][r/who sponsors the Member’s eligible dependents for coverage under this Policy].</p>	
1 A	<p>[Members who are: on Active Duty</p>	Not Available
1 B	Covered by TRICARE	[TRICARE Retiree Supplement Plan]
1 C	not covered by TRICARE	Not Available]

CLASS SPOUSES

“Spouse” means a Member’s spouse who is under age 65[and a CHAMPVA benefits recipient], but not a spouse from whom the Member is legally separated or divorced [unless the Member is required to provide coverage for such spouse by court decree]. “Spouse” also means a widow, widower, or former spouse [[as defined by TRICARE]][of a Member if the spouse is a member of the [[Organization][Policyholder]]]. [Spouses who are not covered by TRICARE are **not** eligible for coverage under this Policy.] [Spouses over age 65 are also eligible if documentation from the Social Security Administration certifying their non-entitlement to or exhaustion of Medicare Part A benefits is submitted with their enrollment form.]

2 A	<p>Spouses who are: covered by [[TRICARE][CHAMPVA]]</p>	<p>[[TRICARE Active Duty Family Supplement Plan] [TRICARE Retiree Supplement Plan] [CHAMPVA Supplement Plan]]</p>
2 B	not covered by [[TRICARE][CHAMPVA]]	Not Available

CLASS CHILD

“Child” means the Member’s or Member’s Spouse’s unmarried child[and a CHAMPVA benefits recipient]. The child must be dependent on the Member or Member’s Spouse for at least one-half support. The word “Child” includes stepchild or legally adopted child.

A legitimate Child who is:

- | | | |
|------------|---|---|
| 3 A | covered by [[TRICARE]][CHAMPVA]] and:
(1) under age [[21]][18]] ; or
(2) age [[21]][18]] or over, but under 23 if enrolled full time in a school of higher learning. | [[TRICARE Active Duty Family Supplement Plan]]
[[TRICARE Retiree Supplement Plan]]
[[CHAMPVA Supplement Plan]] |
| 3 B | not covered by [[TRICARE]][CHAMPVA]] | Not Available |

Eligibility Limitations:

Eligibility Rules by Plan: The following rules apply to eligibility under the indicated Plans of this Policy. Any exception is stated to the right of each rule.

[[TRICARE]][CHAMPVA]] SUPPLEMENT PLANS

- | <u>Rule</u> | <u>Exception</u> |
|--|---|
| [1. A Member must be covered under a [[TRICARE]][CHAMPVA]] Plan for the Member's Spouse or Child to be covered under it. | Rule 1 does not apply to a Spouse of Child of:
a) an Active Duty Member;
b) a Service Disabled Member;
c) a Member who is covered by Medicare[;
d) a Member who is covered under an Employer Health Program or an Individually Purchased Health Plan].] |
| [2. The Spouse and Child of an Active Duty Member may only be covered by an Active Duty Family Plan. | Rule 2 – NO EXCEPTIONS] |
| [3. The Spouse and Child of a Member who has been rated permanently and totally disabled for a service-connected disability by a VA regional office or who has died from a VA-rated service connected disability may only be covered by a CHAMPVA Supplement Plan. | Rule 3 – NO EXCEPTIONS] |

BENEFITS AND AMOUNTS

Benefits and Amounts: The Covered Person's Plan will be as elected from this Schedule. The election must be in accordance with the Eligibility provisions and all other terms of this Policy.

[[TRICARE]][CHAMPVA]] SUPPLEMENT PLANS

- [[TRICARE ACTIVE DUTY FAMILY SUPPLEMENT PLAN]]**
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[[Double] the Plan Deductible per Fiscal Year]]**
- [[TRICARE RESERVE SELECT SUPPLEMENT PLAN]]**
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[[Double] the Plan Deductible per Fiscal Year]]**
- [[TRICARE RETIREE SUPPLEMENT PLAN]]**
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[[Double] the Plan Deductible per Fiscal Year]]**
- [[TRICARE PRIME BENEFITS SUPPLEMENT PLAN]]**
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[[Double] the Plan Deductible per Fiscal Year]]**
- [[CHAMPVA SUPPLEMENT PLAN]]**
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[[Double] the Plan Deductible per Fiscal Year]]**

GENERAL DEFINITIONS

[Active Duty] means active duty in a Uniformed Service of the United States for more than 30 days.]

[Active Duty Member] means a member of the [[Organization]][Policyholder]] who is on Active Duty.]

Age means the age a Covered Person has attained on any Premium Due Date.

Calendar Year means a period of 12 months in a row, starting on January 1 and ending on December 31 of the same year.

[CHAMPUS] means: (a) the Military Medical Benefits Amendments of 1966 (Public Law 89-614); or (b) Section 613 of the Veterans Health Care Expansion Act of 1973 (Public Law 93-89), also known as CHAMPVA; as amended. CHAMPUS is an acronym for the Civilian Health and Medical Program of the Uniformed Services.]

[CHAMPVA] means the Civilian Health and Medical Program of the Department of Veterans Affairs, established by Section 613 of the Veterans Health Care Expansion Act of 1973 (Public Law 93-89), as amended.]

[CHAMPVA Allowed Amount] means the amount CHAMPVA determines is a reasonable charge for a Covered Expense. It may be less than the actual charge. The CHAMPVA Allowed Amount will not exceed the CHAMPVA DRG Amount, if the Covered Expenses are subject to the CHAMPVA DRG.]

[CHAMPVA Cap] means the amount CHAMPVA determines is the limit for expenses applied to the CHAMPVA Outpatient Deductible and CHAMPVA Covered Expenses subject to coinsurance for all members of a family in a Calendar Year. After a family has incurred Covered Expenses which meet the CHAMPVA Cap, CHAMPVA will increase its rate of payment to 100% of the CHAMPVA Allowed Amount for all members of such family.]

[CHAMPVA Diagnostic Related Group (DRG)] means a system adopted by CHAMPVA establishing a relative value to hospitalizations based on the Covered Person's diagnosis and the customary costs for Inpatient hospital services connected with such diagnosis. The value assigned forms the basis for CHAMPVA benefit payments for the hospital confinement regardless of actual cost. We will recognize the DRG as the cost of the hospital confinement if CHAMPVA so recognizes it.]

[CHAMPVA Per Diem Charge] means the fixed daily amount CHAMPVA uses to determine the Covered Person's cost share for each continuous Confinement in a Civilian Hospital or Skilled Nursing Facility.]

Civilian Hospital means any Hospital, as defined, other than a Government Hospital.

Confined or Confinement means being an Inpatient in a Hospital or Skilled Nursing Facility due to Sickness or Injury.

Covered Expense means the reasonable expense incurred by a Covered Person for needed medical or surgical treatment, services or supplies. The expense must be: (a) incurred for the sole purpose of treating The Covered Person's Injury or Sickness; (b) prescribed by the Covered Person's attending physician, except for routine nursing services; and (c) incurred while the Covered Person is an Inpatient in the Hospital to be covered under an Inpatient Benefit; or (d) incurred while the Covered Person is not confined as an Inpatient in a Hospital to be covered under an Outpatient Benefit. In addition, the expense must be incurred: (a) by the Covered Person while the Covered Person is covered under such benefit; (b) for a Confinement, service, supply that is covered under [[TRICARE]][CHAMPVA]].

[Covered Expense in Excess of the TRICARE Allowed Amount] means the difference between the TRICARE Allowed Amount for an expense and the actual charge, but only if: (a) the Allowed portion is a Covered Expense under such benefit; and (b) the non-participating doctor or supplier will not reduce the Covered Person's charge to the Allowed Amount. [It also does not include any part of a charge that is more than [115%] of what TRICARE allows.]]

Covered Person means [a Member][,] [the Member's Eligible Spouse] [and] [the Member's Eligible Child], while such person is covered under this Policy.

Daily Subsistence Charge means the current amount that the Department of Defense determines is applicable to a day of confinement in a Uniformed Services Hospital.

[Employer Health Program means a program to or sponsored by a Covered Person's employer which provides coverage for basic hospital, medical or surgical expenses incurred as a result of injury or sickness. Such program may be an insurance policy, a hospital or medical service contract, a Blue Cross or Blue Shield contract, a medical practice or other prepayment plan, or a managed care plan.]

Fiscal Year means the Federal Government's 12-month accounting period. Currently, that is the period from October 1st of one year to September 30th of the next year.

Government Hospital means a Service Hospital or any other hospital owned by the Federal Government [including Veterans Administration Facilities].

Hospital means an institution which [[TRICARE][CHAMPVA]] recognizes as a hospital.

Injury means bodily injury of a Covered Person resulting from an accident.

Inpatient means confinement in a Hospital [or Skilled Nursing Facility] for which the Covered Person is charged at least one full day's room and board.

[Insured Person means a Member covered under this Policy.]

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act of 1965, as amended.

Member means a [[member][employee]] of the [[Organization][Policyholder]] [who sponsors the Member's eligible dependents for coverage under this Policy. In the event the sponsor is deceased, Member means the Member's widow(er) who is a member of the [[Organization][Policyholder]] and is covered under this Policy].

[Organization means the Participating Organization named on the first page of this Policy.]

Outpatient means a Covered Person's treatment for Injury or Sickness on a day that Covered Person is not Confined.

Outpatient Deductible means the Outpatient deductible as defined and determined by [[TRICARE][CHAMPVA]].

Period of Confinement means an interval of time during which the Covered Person is an Inpatient in a Hospital [or Skilled Nursing Facility]. A Period of Confinement: (a) begins on the date the Covered Person is admitted to a Hospital [or Skilled Nursing Facility] while the Covered Person is covered by the Policy; and (b) ends of the date the Covered Person is discharged from the Hospital [or Skilled Nursing Facility].

Physician means a legally qualified physician or surgeon or other practitioner who is recognized by [[TRICARE][CHAMPVA]].

Plan Administrator means: [Name and Address of Plan Administrator].

[Plan Deductible means: under the [TRICARE Active Duty Family Supplement Plan], a [\$100] Plan Deductible is [[the deductible amount] applied to each Covered Person's expenses each Fiscal Year [under the TRICARE Active Duty Family Supplement Plan]. [Once Covered Persons in a family have collectively satisfied [[double] the applicable amount], no further deductible amount shall apply for that family for the remainder of the Fiscal Year. The Plan Deductible amount per Covered Person and family is shown on the Certificate Schedule.] [For the purposes of this definition, the term "family" means all members of your immediate family covered under the Policy referred to as Covered Persons.] [The Plan Deductible may only be satisfied by: (a) with respect to Inpatient charges, any TRICARE Inpatient copayment or cost sharing charges; and (b) with respect to Outpatient charges: any TRICARE Outpatient copayment or cost sharing charges [and expenses applied to the TRICARE Outpatient Deductible.]]]

Policyholder means the legal entity in whose name this Policy is issued, as shown on the first page of this Policy.

Request means a written request made on the form we [or the Plan Administrator] furnish for making the request.

[Retiree or Retired Member means a member of the [[Organization][Policyholder]] who is retired [from Active Duty and is covered by TRICARE.]

Service means Uniformed Service of the United States.

[Service Disabled Member means a member of the **[[Organization]][Policyholder]]** who has a service-related total disability as determined by the Veteran's Administration.]

Service Hospital means: (a) a U.S. Military Service hospital; or (b) a U.S. Public Health Service hospital.

Sickness means: (a) a Covered Person's sickness or disease including pregnancy; or (b) Well Baby Care, as defined.

Skilled Nursing Facility means one which: (a) is approved by Medicare or is qualified to receive approval by Medicare if so required; (b) operates pursuant to law; (c) primarily and continuously provides skilled nursing care and related services to persons convalescing from Sickness or Injury on an Inpatient basis for which a charge is made; (d) provides 24-hour-a-day nursing service by or under the supervision of registered nurses (R.N.); (e) provides adequate procedures for the administration of drugs; (f) maintains daily medical records of each patient; and (g) provides each patient with a planned program of medical care and treatment by or under the supervision of a Physician. Skilled Nursing Facility does not mean: (a) a hospital; (b) a place for rest, custodial care, or the aged; or (c) a place for the treatment of mental disease, drug addicts or alcoholics.

Totally Disabled means disabled by an injury or Sickness that continuously confines the Covered Person: (a) in a Hospital; (b) in a Skilled Nursing Facility; or (c) indoors under the regular care and attendance of a physician. Total Disability will not be ended: (a) by going to and from a doctor's office of Hospital for treatment; or (b) by resting out-of-doors at home; if advised to do so by a Physician.

[TRICARE means the Department of Defense regional managed care program for members of the uniformed services and their families, and survivors and retired members and their families. TRICARE provides TRICARE beneficiaries three choices for their health care delivery: TRICARE Standard, a fee-for-service option which is the same as the former standard CHAMPUS program; TRICARE Extra, a preferred provider option which offers discounts; and TRICARE PRIME, an enrolled health maintenance organization (HMO) option.]

[TRICARE Allowed Amount means the amount TRICARE determines is a reasonable charge for a Covered Expense. It may be less than the actual charge. The TRICARE Allowed Amount will not exceed the TRICARE DRG Amount, if the Covered Expenses are subject to the TRICARE DRG.]

[TRICARE Cap means the amount TRICARE determines is the limit for expenses applied to the TRICARE Outpatient Deductible and TRICARE Covered Expenses subject to coinsurance for all members of a family in a Fiscal Year. After a family has incurred Covered Expenses which meet the TRICARE Cap, TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount for all members of such family.]

[TRICARE Diagnostic Related Group (DRG) means a system adopted by TRICARE establishing a relative value to hospitalizations based on the Covered Person's diagnosis and the customary costs for Inpatient hospital services connected with such diagnosis. The value assigned forms the basis for TRICARE benefit payments for the hospital confinement regardless of actual cost. We will recognize the DRG as the cost of the hospital confinement if TRICARE so recognizes it.]

[TRICARE Extra means the preferred provider option of TRICARE which offers discounts when a TRICARE beneficiary uses a civilian preferred network provider. TRICARE beneficiaries do not enroll in TRICARE Extra, but may participate in TRICARE Extra on a case-by-case basis.]

[TRICARE Extra Contracted Fee means the preferred network provider's discounted allowable amount.]

[TRICARE Per Diem Charge means the fixed daily amount TRICARE uses to determine the Covered Person's cost share for each continuous Confinement in a Civilian Hospital or Skilled Nursing Facility.]

[TRICARE PRIME means the health maintenance organization (HMO) option of TRICARE which requires enrollment of the TRICARE beneficiary.]

[TRICARE Standard means the fee-for-service option of TRICARE.]

Well Baby Care means expenses incurred during the first **[[2 years (730 days)][5 years]]** after birth for: (a) newborn examination; (b) PKU tests; (c) newborn circumcision; (d) medical history and physical exams; (e)

discussion and counseling by a physician; (f) vision, hearing, and dental screening; (g) developmental appraisal; (h) immunizations; (i) tuberculin tests; and (j) hematocrits and hemoglobin and urinalysis. Well Baby Care does not include the Hospital's charge for nursery care of a well newborn.

[INSURED PERSON PERIOD OF COVERAGE

Insured Person's Effective Date: Subject to the Deferred Effective Date provision, an eligible Member will become covered by this Policy on: (a) the Policy Effective Date if we receive the eligible Member's Request for coverage prior to the Policy Effective Date; or (b) the first day of the month after we receive the Request if it is received at any other time; provided the required premium is paid.

Deferred Effective Date for Insured Person: If on the date the Member is to become covered under this Policy, the Member is confined in a Hospital, the Member's coverage will be deferred until the first day after the Member is discharged.

Request for Change in Insured Person's Coverage: If the Member's Requests a change in coverage, the change will become effective on the first day of the month on or after the date we receive the Request, provided the required premium is paid. No change will be made if the Member is not eligible for the change requested.

Insured Person Termination: The Insured Person's coverage under this Policy will cease on the first to occur of:

- (1) the date this Policy terminates[, or the date the Organization ceases to be a Participating Organization of the Policyholder];
- (2) the date the required premium is not paid, subject to the Grace Period provision;
- (3) the first [[day of the month on or next following][premium due date on or next following]] the date the Member ceases to be a [[member][employee]] of the [[Organization][Policyholder]];
- (4) the first [[day of the month on or next following][premium due date on or next following]] the date the Member ceases to be eligible for the Plan under which the Member is covered;
- (5) the date we or the [[Policyholder][Participating Organization]] cancel coverage for a Class of Eligible Person to which the Insured Person belongs;
- (6) [the date the Insured Person attains age 65;]
- (7) [the date the Insured Person ceases to be covered under TRICARE;]
- (8) the date the Insured Person becomes eligible for Medicare unless the Insured Person resides in an area where Medicare is not available, in which case coverage will not terminate until the Insured Person returns to residency in an area where Medicare is available.

Termination of coverage will be without prejudice to any claim which originated before the effective date of termination.]

COVERED DEPENDENT PERIOD OF COVERAGE

Covered Dependent Effective Date: Subject to the Deferred Effective Date provision, an Eligible Dependent will become covered by this Policy on the later of: (a) the Policy Effective Date if we receive the Member's Request for Dependent Coverage prior to the Policy Effective Date; [or] (b) the first day of the month after we receive the Member's Request for Dependent Coverage if it received at any other time; [or (c) the eligible Member's effective date of coverage under a Retiree Supplement Plan;] provided the required premium is paid. However, in no event will a dependent become covered under this Policy before the date the dependent qualifies as an Eligible Dependent.

Deferred Effective Date of Dependent: If, on the date that an Eligible Dependent is to become covered under this Policy, the Eligible Dependent is confined in a Hospital, coverage of that Eligible Dependent will be deferred until the first day after that Eligible Dependent is discharged. This provision does not apply to a newborn child.

Request for Change in Dependent's Coverage: If a Member Requests a change in the Member's dependent's coverage, the change will become effective on the first day of the month on or after the date we receive the Request, provided the required premium is paid. No change will be made if the Member's dependent is not eligible for the change requested.

Newborn Child: If a child is born to the Member or the Member's Covered Spouse, the child will become covered by this Policy from the moment of birth. The child will be covered for Injury or Sickness (including congenital defects, birth abnormalities and prematurity) under the same plans and benefits that apply: (a) to the Member's other child(ren), if the Member has other children covered under this Policy; or if not (b) to the Member's Spouse, if the Member's Spouse is covered under this Policy; or if not (c) to the Member]. Regardless of the applicable plans and benefits, the newborn child will be provided coverage for: routine nursery care and pediatric charges for a well newborn child for up to 5 full days in a hospital nursery or until the mother is discharged from the Hospital following the birth of the child, whichever is the lesser period of time; and tests for hypothyroidism, phenylketonuria, galactosemia, sickle-cell anemia, and all other disorders of metabolism for which screening is performed by or for the State of Arkansas, as well as any testing of newborn infants hereafter mandated by law. We may require that the Member give us notice of any newborn children within 90 days of the birth or before the next premium due date, whichever is later. The child's coverage will continue provided we receive any required premium.

Dependent Termination: A dependent's coverage under this Policy will cease on the first to occur of:

- (1) the date this Policy terminates[, or the date the Organization ceases to be a Participating Organization of the Policyholder];
- (2) the date the required premium is not paid, subject to the Grace Period provision;
- (3) [the date the Member or the Member's widow(er) terminates membership in the Participating Organization;]
- (4) the first [[day of the month on or next following][premium due date on or next following]] the date the dependent ceases to be an Eligible Spouse or an Eligible Child;
- (5) [the first [[day of the month on or next following][premium due date on or next following]] the date the dependent ceases to be eligible for the Plan under which the dependent is covered;]
- (6) the date we or the [[Policyholder][Participating Organization]] cancel coverage for a Class of Eligible Person to which the dependent belongs;
- (7) [the date the Member ceases to be covered, subject to the Covered Dependent Continuation provision (this will not apply to the Spouse or Child of an Active Duty Member or a Service Disabled Member);]
- (8) [the first [[day of the month on or next following][premium due date on or next following]] the date the dependent ceases to be covered by CHAMPVA;]
- (9) the date the dependent becomes eligible for Medicare unless the dependent resides in an area where Medicare is not available, in which case coverage will not terminate until the dependent returns to residency in an area where Medicare is available;
- (10) if a child, the date the child attains age [[21][18]] or age 23 if the child is enrolled full time at a school of higher learning[;]
- (11) the date a dependent ceases to be covered under TRICARE[;]
- (12) [the date a dependent attains age 65].

Termination of coverage will be without prejudice to any claim which originated before the effective date of termination.

Incapacitated Child Continuation: If on the date a child reaches age 19, the child is: (a) covered under this Policy; (b) mentally retarded or physically handicapped and incapable of earning his or her own living; and (c) unmarried and primarily dependent on the Member for support and maintenance; the child's coverage will not

terminate solely due to age. The Member must give us written notice of the incapacity. Coverage will continue as long as: (a) the child qualifies as an incapacitated child; and (b) the required premium is paid. We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year.

[Covered Dependent Continuation: If a Member's Dependent Coverage under this Policy will terminate because the Member's coverage ends due to Medicare eligibility[, attainment of age 65,] or the Member's death, then the Member's spouse may continue the coverage for any of the Member's Dependents who are covered under this Policy on the date the Member's coverage ceases. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the date coverage terminates. Solely for the purposes of continuing the coverage, the Spouse may be considered the Member. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of this Policy. Any coverage continued under this provision due to the Member's death will terminate on the Premium due Date on or next following the date the Spouse remarries.]

[Widow or Widower's Continuation: If a Member dies while the Member's Spouse is covered under this Policy, the Member's Spouse may continue: (a) the Member's Spouse's coverage; and (b) coverage for any of the Member's Dependents who are covered under this Policy on the date of the Member's death. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the Member's date of death. Solely for the purposes of continuing the coverage, the Spouse may be considered the Member. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of this Policy. Any coverage continued by this Widow or Widower's Continuation provision will terminate on the Premium due Date on or next following the date the Spouse remarries.]

[Survivor Continuation Benefit: In the event of a Member's death, the Member's Spouse or Child's coverage will be continued without premium payment from the Premium Due Date next following the Member's death until the earlier of: (a) the last day of the [fourth (4th)] calendar year following the first premium due date after the Member's death; (b) the date the Spouse remarries; (c) the date the Spouse attains age 65; or (d) the date coverage would end in accordance with the Dependent Termination provision. This Survivor Continuation Benefit applies only to a Spouse or Child who was covered under this Policy on the date of the Member's death. It does not apply if the Member was not covered under this Policy, unless the Member was an Active Duty Member or Service Disabled Member.]

[[TRICARE][CHAMPVA]] SUPPLEMENT PLAN[S]

[[TRICARE ACTIVE DUTY FAMILY SUPPLEMENT PLAN]

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: We will pay as follows for Covered Expenses incurred while the Covered Person is Confined in a Civilian Hospital or Skilled Nursing Facility.

For the Covered Spouse or Child of an Active Duty Member, we will pay:

Under TRICARE Standard and TRICARE Extra:

- (a) the greater of:
 - (1) the current Daily Subsistence Charge for each day of Confinement; or
 - (2) \$25 for all Confinements which are due to the same or related Sickness or Injury and separated by less than 60 days until TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE; and
- (d) incurred after the Covered Person has satisfied [the Outpatient Deductible charged by TRICARE] [and] [the Covered Person's Plan Deductible].

For the Covered Spouse or Child of an Active Duty Member, we will pay:

- (1) Under TRICARE Standard:
 - (a) [20%] of the TRICARE Allowed Amount for the Covered Expenses until the TRICARE Cap is met; and
 - (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount.
- (2) Under TRICARE Extra:
 - [15%] of the TRICARE Extra Contracted Fee for the Covered Expenses until the TRICARE Cap is met.
- (3) [Same-Day Surgery Benefit: We will pay the \$25 not paid by TRICARE for Covered Expenses which are incurred in connection with Same-Day Surgery performed:
 - (a) in a facility licensed as an ambulatory surgical center approved by TRICARE; or
 - (b) in a Hospital, provided the Hospital charges less than a full day's room and board.

"Same-Day Surgery" means a non-emergency elective surgical procedure: which would otherwise be performed on an Inpatient basis; which is performed the same day a person enters and leaves a Hospital or ambulatory surgical center; for which no overnight hospitalization is required; and for which less than a full day's charge is made for room and board services.]

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

We will not pay for expenses which are used to satisfy [the Outpatient Deductible charged by TRICARE] [or] [the Covered Person's Plan Deductible].]

TRICARE RESERVE SUPPLEMENT PLAN

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: We will pay as follows for Covered Expenses incurred while the Covered Person is Confined in a Civilian Hospital or Skilled Nursing Facility.

For the Covered Member, Covered Spouse or Covered Child, we will pay:

- (a) the greater of:
 - (1) the current Daily Subsistence Charge for each day of Confinement; or
 - (2) \$25 for all Confinements which are due to the same or related Sickness or Injury and separated by less than 60 days until TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the legal limit.

Same-Day Surgery Benefit: Until the TRICARE Cap is met, we will pay the \$25 not paid by TRICARE for Covered Expenses which are incurred in connection with Same-Day Surgery performed:

- (a) in a facility licensed as an ambulatory surgical center approved by TRICARE; or
- (b) in a Hospital, provided the Hospital charges less than a full day's room and board.

Same-Day Surgery means a non-emergency elective surgical procedure: which would otherwise be performed on an Inpatient basis; which is performed the same day a person enters and leaves a Hospital or ambulatory surgical center; for which no overnight hospitalization is required; and for which less than a full day's charge is made for room and board services.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE;
- (d) incurred after the Covered Person has satisfied the Outpatient Deductible charged by TRICARE [and the Covered Person's Plan Deductible].

For the Covered Member, Covered Spouse or Covered Child, we will pay:

- (a) [20%] of the TRICARE Allowed Amount ([15%] for care received from a TRICARE Network Provider) for the Covered Expenses until the TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the legal limit.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

No benefits are provided for covered expenses in excess of the TRICARE allowed amount unless so indicated in the Covered Person's Schedule.]

[[TRICARE RETIREE SUPPLEMENT PLAN]]

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: For Confinement in a Civilian Hospital or Skilled Nursing Facility which is subject to the TRICARE DRG, we will pay:

(1) Under TRICARE Standard:

- [After the Covered Person has satisfied the Covered Person's Plan Deductible, t][T]he lesser of:
- (a) the TRICARE Per Diem Charge for the Period of Confinement; or
 - (b) [25%] of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount;
- until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, [after the Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay [25%] of the TRICARE Allowed Amount until the TRICARE Cap is met.

For all Confinements with services not subject to the TRICARE DRG, we will [NOT] pay [[100%] of all] Covered Expenses in Excess of the TRICARE Allowed Amount incurred during the Confinement.

(2) Under TRICARE Extra:

- [After the Covered Person has satisfied the Covered Person's Plan Deductible, t][T]he lesser of:
- (a) the TRICARE Extra discounted TRICARE Per Diem Charge for the Period of Confinement; or
 - (b) [25%] of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount;
- until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, [after the Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay [20%] of the amount billed until the TRICARE Cap is met.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE[;];
- (d) incurred after the Covered Person has satisfied [the Covered Person's Plan Deductible] [and] [the Outpatient Deductible charged by TRICARE]].

[We will pay the expenses which are used to satisfy the Outpatient Deductible charged by TRICARE, provided that the Outpatient Deductible is satisfied after the effective date of coverage (reimbursement for the Outpatient Deductible will be prorated for a Covered Person who is covered less than a full year).]

[In addition, w][W]e will pay:

(1) Under TRICARE Standard:

- (a) [25%] of the TRICARE Allowed Amount for the Covered Expenses [after the Covered Person has satisfied the Covered Person's Plan Deductible] until the TRICARE Cap is met[;]; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount[;].

[We will NOT pay Covered Expenses in Excess of the TRICARE Allowed Amount incurred while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility.]

(2) Under TRICARE Extra:

[20%] of the TRICARE Extra Contracted Fee for the Covered Expenses [after the Covered Person has satisfied the Covered Person's Plan Deductible] until the TRICARE Cap is met.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

[We will not pay for expenses which are used to satisfy [the Outpatient Deductible charged by TRICARE] [or] [the Plan Deductible.]]

TRICARE PRIME BENEFITS SUPPLEMENT PLAN

(Applies when a Covered Person ~~enrolls~~remains in TRICARE PRIME but ~~does not request~~is transitioning to TRICARE PRIME Supplement coverage)

INPATIENT BENEFIT: If:

(a) a Covered Person ~~becomes~~remains enrolled in TRICARE PRIME while covered under a TRICARE/CHAMPUS Supplement which provides Inpatient benefits; and
(b) the Covered Person ~~does not change coverage~~is transitioning to the TRICARE PRIME Supplement; we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for a Period of Confinement in a Hospital or Skilled Nursing Facility [after the Covered Person has satisfied the Covered Person's Plan Deductible]. The Period of Confinement must begin while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for service.

OUTPATIENT BENEFIT: If:

(a) a Covered Person ~~becomes~~remains enrolled in TRICARE PRIME while covered under a TRICARE/CHAMPUS Supplement which provides Outpatient benefits; and
(b) the Covered Person ~~does not change coverage~~is transitioning to the TRICARE PRIME Supplement; we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for Covered Expenses incurred while not Confined in a Hospital or Skilled Nursing Facility [after the Covered Person has satisfied the Covered Person's Plan Deductible]. The expenses must be incurred while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for service.

POINT-OF-SERVICE BENEFIT:

[If the Covered Person exercises the Point-of-Service Option of TRICARE PRIME, the TRICARE Standard Inpatient benefit will apply and the TRICARE Standard Outpatient benefit will apply. The TRICARE Point-of-Service Outpatient Deductible must be satisfied before Outpatient benefits are payable.]

[If the Covered Person exercises the Point-of-Service Option of TRICARE PRIME, we will pay:

- (a) the expenses which are used to satisfy [50%] of the annual TRICARE Point-of-Service Deductible; and
- (b) the Cost-Share Amount for Inpatient services and Outpatient services, after the Point-of-Service Deductible for such expenses has been satisfied; and
- (c) [100%] of all Covered Excess Charges.]

["Covered Excess Charges" does not include any part of a charge that is not only more than TRICARE allows, but also more than we determine is the Reasonable and Customary Community Standard Level.]

["Reasonable and Customary Community Standard Level" means the part of a charge that we determine is reasonable and customary in the locale involved.]

This benefit does not cover any expenses applied to the TRICARE PRIME annual enrollment fee.

Benefits paid under this TRICARE PRIME benefit will be in lieu of any benefits payable under the TRICARE Supplement Inpatient or Outpatient Benefit.]

[[CHAMPVA SUPPLEMENT PLAN]]

INPATIENT BENEFIT: We will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by CHAMPVA.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital, if such charge is made.

Benefits in a Civilian Hospital or Skilled Nursing Facility: For Confinement in a Civilian Hospital or Skilled Nursing Facility which is subject to the CHAMPVA DRG, we will pay the lesser of:

- (a) the CHAMPVA Per Diem Charge for the Period of Confinement; or
- (b) [25%] of the amount billed for Covered Expenses, not to exceed the CHAMPVA DRG Amount;

until the CHAMPVA Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the CHAMPVA DRG, we will pay [25%] of the CHAMPVA Allowed Amount until the CHAMPVA Cap is met.

For Inpatient Physician Services, we will pay [25%] of the CHAMPVA Allowed Amount until the CHAMPVA Cap is met.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by CHAMPVA; and
- (d) incurred after the Covered Person has satisfied the Outpatient Deductible charged by CHAMPUSVA.

In addition, we will pay [25%] of the CHAMPVA Allowed Amount for the Covered Expenses, until the CHAMPVA Cap is met.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

We will not pay for expenses which are used to satisfy the Outpatient Deductible charged by CHAMPVA.]

[We will pay the Inpatient and Outpatient Covered Expenses once the Plan Deductible [for the Covered Person [and the family]] has been satisfied. Expenses incurred to satisfy the CHAMPVA Calendar Year Outpatient Deductible cannot be used to satisfy the Plan Deductible.]

[PLAN CONVERSIONS]

The following conversions are provided under this Policy. All premiums due will be adjusted according to the conversion made. The conversion will not become effective if any additional premium required is not paid.

None of the conversions will continue coverage beyond the date that it would be terminated in accordance with a Termination provision of this Policy.

[TRICARE Active Duty Family Supplement Plan] to [TRICARE Retiree Supplement Plan]: When a Member retires from Active Duty, any Spouse or Child coverage under **[TRICARE Active Duty Family Supplement Plan]** will cease.

The Member may then Request coverage under the **[TRICARE Retiree Supplement Plan]**.

The Member and the Member's Spouse or Child(ren) will become covered under the Plan of the Member's choice provided we receive the Member's Request and the required premium within 63 days of retirement.]

**EXTENSION OF BENEFITS
IF TOTALLY DISABLED WHEN COVERAGE TERMINATES**

If a Covered Person is Totally Disabled on the date the Covered Person's coverage under this Policy terminates, we will extend Inpatient benefits for expense incurred as the result of that disability until the first to occur of:

- (a) the date the Covered Person is no longer Totally Disabled; or
- (b) the 90th day from the date the Covered Person's Inpatient benefit ended.

After the 90th day, no further benefits will be paid.

If a Covered Person is Totally Disabled on the date the Covered Person's Outpatient Benefit ends, then the Covered Person's benefits under this Policy will continue up to 90 days from the date of termination.

If a Covered Person is not Totally Disabled on the date the Covered Person's **[[Outpatient Benefit][CHAMPVA Supplement Plan]]** terminates, no benefits will be provided for Outpatient expenses the Covered Person incurs after the date of termination.

The continuation will only apply to expense incurred for Injury or Sickness that caused the Total Disability.

LIMITATIONS

Nervous, Mental, Emotional Disorder, Alcoholism, and Drug Addiction Limits

The coverage provided under the Inpatient Benefits of the TRICARE Supplements for nervous, mental, emotional disorders, including alcoholism and drug addiction, is limited to:

- (a) 30 Inpatient treatment days for a Covered Person age 19 and older; or
- (b) 45 Inpatient treatment days for a Covered Person under age 19; or
- (c) 150 Inpatient treatment days in a CHAMPVA authorized Residential Treatment Center for a Covered Person under age 21;]

per [[Calendar]][Fiscal]] Year.

This Inpatient limit is based on the number of days [[TRICARE]][CHAMPVA]] normally provides each [[Calendar]][Fiscal]] Year for such confinements.

In rare instances, [[TRICARE]][CHAMPVA]] extends these daily limits. If this occurs, we will limit the number of days that we provide for such Confinement to the lesser of:

- (a) the number of days [[TRICARE]][CHAMPVA]] pays for such Inpatient treatment during the [[Calendar]][Fiscal]]; or
- (b) 90 Inpatient days per [[Calendar]][Fiscal]] Year.

The coverage provided under the Outpatient Benefits of the [[TRICARE]][CHAMPVA]] Supplement Plan for:

- (a) nervous, mental, and emotional disorders; and
- (b) alcoholism and drug addiction;

is limited to \$500 during any period of [[Calendar Year]][12 consecutive months]] for all such disorders.

CHAMPVA Cap

CHAMPVA will increase its rate of payment to 100% of the CHAMPVA Allowed Amount when a Covered Person has met the CHAMPVA Cap. After the CHAMPVA Cap has been met, we will not duplicate benefits by paying any part of the cost-share which is payable under CHAMPVA.]

TRICARE Cap

TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount when a Covered Person has met the TRICARE Cap. After the TRICARE Cap has been met, we will not duplicate benefits by paying any part of the cost-share which is payable under TRICARE.]

Other Insurance With Us

If a Covered Person is insured under more than one policy underwritten by us which provides TRICARE Supplement benefits, we will limit our payment of benefits to the one policy that affords the greater level of benefits.]

Non-Duplication of Coverage under Employer Health Program

If a claim payable under this Policy is also payable under an Employer Health Program with TRICARE as the secondary payor, we will limit our payment to an amount which, when added to the amounts paid by the Employer Health Program and TRICARE, will not exceed 100% of TRICARE Covered Expenses.]

Additional Coverage Limits

Coverage provided under the CHAMPVA Supplement Plan for:

- (a) routine newborn and Well Baby Care;
- (b) Hospital nursery charges for a well newborn;
- (c) dental care;
- (d) treatment for the prevention or cure of alcoholism or drug addiction; and
- (e) prosthetic devices;

will be limited to those expenses covered by CHAMPVA for such care or services.]

[PRE-EXISTING CONDITION LIMITATION

Pre-Existing Condition Defined:

Pre-Existing Condition, as used in this limitation, means any Injury or Sickness, diagnosed or undiagnosed, for which Medical Care is received by a Covered Person:

- (a) within the [6] month period prior to the Covered Person's effective date of insurance; or
- (b) with respect to the limitation for increase in coverage, within the [6] month period prior to the effective date of the Covered Person's increase in coverage.

For the purposes of this limitation, we will consider:

- (a) Medical Care received when:
 - (1) a Physician is consulted or medical advice is given; or
 - (2) Treatment is recommended or prescribed by, or received from, a Physician;
- (b) Treatment to include, but not limited to, any:
 - (1) medical examination, test, attendance, or observation;
 - (2) medical services, supplies, or equipment, including their prescription or use; or
 - (3) prescribed drugs or medicines, including their prescription or use.

All manifestations, symptoms, or findings which result:

- (a) from the same or related accident or Sickness; or
- (b) from any aggravations of accident or Sickness;

are considered to be the same accident or Sickness for the purposes of determining Pre-Existing Condition.

Conditions Prior to Effective Date: During the first [6 months] of a Covered Person's insurance, losses incurred for Pre-Existing Conditions are not covered. [This will not apply to loss that the Covered Person incurs after being free of Medical Care for the condition for a one year period (ending any time on or after the Covered Person's effective date).]

Conditions Prior to Effective Date of Increase in Coverage: During the first [6 months] following the date a Covered Person makes a change in coverage that increases the Covered Person's benefit, the increase will not be paid for Pre-Existing Conditions. [This will not apply to loss that the Covered Person incurs after being free of Medical Care for the condition for a one year period (ending any time on or after the effective date of increase).]

[WAIVER OF PRE-EXISTING CONDITION LIMITATION

Waiver for Conditions Prior to Effective Date of Coverage: Under the following conditions, the period of time required to satisfy the Pre-Existing Condition exclusion will be reduced or waived as stated:

If a Member who retires from Active Duty becomes eligible for TRICARE Retiree Supplement coverage as provided under "Plan Conversions" and Requests such coverage within 63 days of the date the Member first becomes eligible for coverage, we will credit the Member with continuity of coverage from the Member's prior effective date under the [TRICARE Active Duty Family Supplement Plan].]

EXCLUSIONS

The Policy does not cover:

1. injury or sickness resulting from war or act of war, whether war is declared or undeclared;
2. [treatment or confinement not ordered by a physician or necessary for medical care;]
3. intentionally self-inflicted injury;
4. suicide or attempted suicide, whether sane or insane (in Missouri while sane);
5. routine physical exams [, unless required for school enrollment (but not sports physicals) by a Covered Child aged 5 through 11] and immunizations, except [[that these services are covered when rendered to a Covered Child who is less than [[6 years][2 years (730 days)]] of age][when considered Well Baby Care covered by CHAMPVA][when:
 - (a) rendered to a child up to [[6 years][2 years (730 days)]] from the child's birth; or
 - (b) ordered by a Uniform Service:
 - (1) for a Covered Spouse or Child of an Active Duty Member;
 - (2) for such spouse or child's travel out of the United States due to the Member's assignment]]];
6. domiciliary or custodial care[, care received in a retirement home, rest home or halfway house];
7. [rest cures;]
8. eye refractions and routine eye exams except [[when considered Well Baby Care covered by CHAMPVA][when rendered to a child up to 2 years (730 days) from the child's birth]]];
9. eyeglasses and contact lenses;
10. prosthetic devices [(except that artificial limbs and eyes and devices which must be implanted by surgery are covered)][except those covered by TRICARE];
11. cosmetic procedures, except those resulting from Sickness or Injury while a Covered Person;
12. hearing aids[or hearing exams except when considered Well Baby Care covered by CHAMPVA];
13. orthopedic footwear;
14. care for the mentally incapacitated or physically handicapped if the care is required because the mental incapacitation or physical handicap [or the care is received by an Active Duty Member's child who is covered by the "Program for the Handicapped" under TRICARE];
15. drugs which do not require a prescription, except insulin[and other diabetic supplies];
16. [dental care unless such care is covered by TRICARE, and then only to the extent that TRICARE covers such care;]
17. any confinement, service, or supply that is not covered under [[TRICARE][CHAMPVA]];
18. [Hospital nursery charges for well newborn, except as specifically provided under TRICARE;]
19. [any routine newborn care except Well Baby Care, as defined, for a child up to [[6 years][2 years (730 days)]] from the child's birth;]
20. [[TRICARE eligible cost-share and deductible amounts][expenses]] in excess of the [[TRICARE][CHAMPVA]] Cap [except as specifically provided];
21. [expenses in excess of the [[TRICARE][CHAMPVA]] Allowed Amount [except as specifically provided];]
22. expenses which are paid in full by [[TRICARE][CHAMPVA]] [except as specifically provided];
23. [any expense or portion thereof applied the TRICARE Outpatient Deductible except as specifically provided;]
24. [treatment for the prevention or cure of alcoholism or drug addiction except as specifically provided under TRICARE[and this Policy];]
25. any part of a covered expense which the Covered Person is not legally obligated to pay [because of payment by a TRICARE alternative program];
26. [care received as part of a grant, study or research program;]
27. [care considered experimental or investigational][;]
28. [any claim under more than one of the TRICARE Supplement Plans, or under more than one Inpatient benefit or more than one Outpatient Benefit of the TRICARE Supplement Plans. If a claim is payable under more than one of the stated Plans or Benefits, payment will only be made under the one that provides the highest coverage[, subject to the Pre-Existing Condition Limitation]].

PREMIUM PROVISION

Individual Premiums: Premiums for each Covered Person are on file at the offices of the Policyholder.

Premiums are based on:

- (a) the Covered Person's effective date of coverage; and
- (b) the Covered Person's age on each Premium Due Date; and
- (c) the Plan; and/or
- (d) the Benefit Options under the Plan; and
- (e) the Premium Renewal Period (annual, semi-annual, quarterly, or monthly);

as selected by the Member.

Premiums are mutually agreed upon between the Policyholder and us.

Individual Premium Due Dates: The first premium for each Covered Person is due on the date the Covered Person becomes covered under the Policy. Each premium after the initial premium is due at the end of the period for which the Covered Person's preceding premium was paid.

Individual Grace Period: A grace period of 31 days from the Individual Premium Due Date is allowed for payment of each premium due after the initial premium. The Covered Person's insurance will be continued during the Grace Period. If the Covered Person incurs a covered loss during the Grace Period, the Member will be liable to us for payment of any premium accruing during the period we continue coverage in force under this provision. The Grace Period will not continue beyond a date stated in a Termination provision.

Policy Premium: The premium for this Policy is the sum of the Individual Premiums for each Covered Person.

Policy Premium Due Dates: The Policy Premium is payable on:

- (a) the Policy Effective Date; and
- (b) the 1st day of each month thereafter, with respect to each Covered Person whose premium becomes due on such date, subject to the Individual Grace Period provision.

Each Policy Premium is due on or in advance of the date it becomes payable. The Policy terminates on the last day of the period for which premium is paid.

Policy Payment: The Policy premiums are to be paid to us by the Policyholder. However, they may be paid to us by any other person according to mutual agreement among the other person, the Policyholder and us.

Change of Policy Premiums: We have the right on each Premium Due Date to change the rate at which further premiums will be calculated. This includes the right to change premium rates for a benefit that applies to all individuals of the same class, age, plan and effective date. Rates may be changed based on claims experience of this Policy. We will give the Policyholder [or Participating Organization] notice of any change at least 45 days before the Premium Due Date on which it is to become effective.

CLAIMS PROVISIONS

Notice of Claim: The person who has the right to claim benefits must give us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the Member's name, the Covered Person's name, this Policy number and the Certificate number. Send it to us [or give it to the Plan Administrator].

Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if written proof of the occurrence, character and extent of the loss is sent to us. Claim forms may be obtained from us [or the Plan Administrator].

Proof of Loss: Proof of loss must be sent to us in writing within 90 days after the end of each month of our liability for periodic payment claims or the date of the loss for all other claims. If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

- (a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- (b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately after we receive the proof of loss.

Payment of Claim: We will pay any benefit due and not assigned, to the Covered Person, if living. Otherwise, we will pay any benefit due for loss which occurred:

- (a) prior to the Covered Person's death to the Covered Person's estate; and
- (b) after the Covered Person's death to:
 - (1) the Covered Persons' spouse if the spouse is covered under this Policy; or, if not
 - (2) the person whose loss is the basis of the claim.

If a benefit due is payable to a minor, it will be paid to the minor's guardian. If a benefit due is payable to the Member's dependent and that dependent dies, it will be paid to the dependent's estate.

If a benefit due is payable to a Member's estate, to a minor, or to a person not competent to give valid release for payment, we may pay up to \$1,000 of the benefit due to some other person. The other person will be someone related to the Member by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

If the Member provide us with a written release to do so, we may, at our option, pay benefits directly to the institution or person rendering hospital services; or nursing, medical or surgical services, unless the Member or the person to whom the benefit is payable requests otherwise in writing no later than the time proof of loss is filed with us.

"Written release" means any written direction from the Member to pay benefits to the institution or person rendering the service. We will not require that the service be rendered by a particular institution or person.

Assignment: The Member may assign the benefits of this Policy to the institution or person rendering service as allowed in the Payment of Claims provision. The Member may not assign this Policy in any other way or to any other person.

Physical Examinations: While a claim is pending we have the right at our expense to have the person who has a loss examined by a physician when and as often as we feel is necessary.

Legal Actions: Legal action cannot be taken against us before 60 days following the date proof of loss is sent to us or after 3 years following the date proof of loss is due.

GROUP POLICY PROVISIONS

Entire Contract: The entire contract between the Policyholder and us consists of this Policy and any forms made a part of this Policy at issue.

All statements made by the Policyholder[or the Participating Organization] or the Covered Person will be deemed representations and not warranties. No statement made to effect this insurance will void the insurance or deny benefits, unless it is in writing and signed by the Policyholder or the Covered Person.

Changes: We reserve the right to make changes in this Policy. We will give the Policyholder 30 days advance written notice of any change. No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of this Policy.

Time Periods: All periods begin and end at 12:01 A.M. Standard Time at the place where this Policy is delivered.

Certificates: We will give individual certificates to the Policyholder[or the Participating Organization]; or any other person according to mutual agreement among the other person, the Policyholder[or the Participating Organization] and us; for delivery to Covered Persons. The certificates will describe the features of this Policy which are important to Covered Persons.

30 Day Right To Examine Certificate: The [[Member][Covered Person]] has a 30 day right to examine the [[Member's][Covered Person's]] certificate. If the [[Member][Covered Person]] is not satisfied, the [[Member][Covered Person]] may return it to us within 30 days of the certificate effective date. In that event, we will consider it void from the certificate effective date and any premium paid will be refunded. Any claims paid during the initial 30 day period will be deducted from the refund.

Data Furnished by Policyholder: The Policyholder, or any other person designated by the Policyholder, may keep the important insurance records on all Covered Persons. The Policyholder or its designee must give us information, when and in the manner we ask, to administer the insurance provided by this Policy. The Policyholder or designee will, upon our request, give us: the names of all persons initially eligible; the names of all additional persons who become eligible; the names of all person whose benefit is to be changed; the names of all persons whose insurance is terminated; and any data necessary to calculate premiums. The Policyholder's failure to report a person's termination of insurance does not continue the coverage beyond the date of termination. The Policyholder's insurance records will be open for our inspection at any reasonable time.

Clerical Error: Clerical error (whether by the Policyholder[, the Plan Administrator,] or us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person f that insurance would otherwise have ended or been reduced as provided by this Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

Misstatement of Age: If the Age of a Covered Person has been incorrectly stated, the premium rates will be adjusted to the correct Age of the person. If the change in Age affects the Covered Person's benefits, the benefits will be correct accordingly and the premium adjustment will take this correction into account.

Policy Cancellation: This Policy may be canceled at any time by written notice mailed or delivered by us to the Policyholder[or the Participating Organization], or by the Policyholder[or the Participating Organization] to us. If we cancel, we will mail or deliver the notice to the Policyholder[or the Participating Organization] at its last address shown in our records. If we cancel, it becomes effective on the later of the date stated in the notice, or the 31st day after we mail or deliver the notice. If the Policyholder[or the Participating Organization] cancels, it becomes effective on the later of the date we receive the notice, or the date stated in the notice. In either event we will promptly return any unearned premium paid, or the Policyholder[or the Participating Organization] will promptly pay any earned premium which has not been paid. Any earned or unearned premium will be determined on a pro rata basis. Cancellation will be without prejudice to any claim which originated prior to the effective date of the cancellation.

Not in Lieu of Worker's Compensation: This Policy does not satisfy any requirement for worker's compensation insurance.

Conformity with Law: If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

Monumental Life Insurance Company

A Stock Company

Home Office: Cedar Rapids, Iowa

Administrative Office: [520 Park Avenue, Baltimore, Maryland 21201]

CERTIFICATE OF INSURANCE

[Policyholder: [[XYZ Association][Association Trust][ABC Employer][Employer Trust]]
[Organization: [XYZ Association][ABC Employer]]
Policy Number: [MZ12345]]

Monumental Life Insurance Company (we, us, our) has issued a Policy to the Policyholder (our name, the Policyholder name and the Policy Number are shown above). The provisions of the Policy which are important to you are summarized in this Certificate; consisting of this form, the Schedule with the most recent effective date, and any additional forms which may have been made a part of this Certificate. This Certificate replaces any certificates which may have been given to you earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy. The Policy may be inspected at the office of the Policyholder.



Secretary



President

30 DAY FREE LOOK

You have the right to examine your Certificate. If you are not satisfied, you may return it to us within 30 days of your effective date. In that event, we will consider it void from the Certificate Effective Date and any premium paid will be refunded. Any claims paid under the Policy during the initial 30 day period will be deducted from the refund.

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GROUP [[TRICARE][CHAMPVA]] SUPPLEMENT COVERAGE

Monumental Life Insurance Company
Home Office: Cedar Rapids, Iowa
Administrative Office: [520 Park Avenue, Baltimore, Maryland 21201]

SCHEDULE OF BENEFITS
(Form MLTRC1000GC)

Billing Information:

[John Doe
123 Street Address
City State Zip]

Policyholder: [[XYZ Association]][Association Trust][ABC Employer][Employer Trust]
[Organization: [XYZ Association][ABC Employer]
Policy Number: [MZ12345]

Certificate Number: [TRCSP12345]

Effective Date: [January 1, 2009]

Plan of Coverage: [TRICARE SUPPLEMENT]

Covered Persons

Member: John Doe
Spouse:
Child(ren):

Effective Date of Coverage

04/01/2009
NONE
NONE

[Plan of Coverage: [TRICARE SUPPLEMENT]

Covered Persons

Member: John Doe
Spouse:
Child(ren):

Effective Date of Coverage

04/01/2009
NONE
NONE]

[Plan Deductible: [[\$100] Per Fiscal Year per Covered Person]

[Family Deductible: [Double] the Plan Deductible amount listed above Per Fiscal Year]]

This Schedule of Benefits is to be attached to your Certificate of Insurance and, as of [Effective Date], replaces previously issued schedules, if any.

GENERAL DEFINITIONS

[Active Duty] means active duty in a Uniformed Service of the United States for more than 30 days.]

[Active Duty Member] means a member of the [[Organization]][Policyholder]] who is on Active Duty.]

Age means the age a Covered Person has attained on any Premium Due Date.

Calendar Year means a period of 12 months in a row, starting on January 1 and ending on December 31 of the same year.

[CHAMPUS] means: (a) the Military Medical Benefits Amendments of 1966 (Public Law 89-614); or (b) Section 613 of the Veterans Health Care Expansion Act of 1973 (Public Law 93-89), also known as CHAMPVA; as amended. CHAMPUS is an acronym for the Civilian Health and Medical Program of the Uniformed Services.]

[CHAMPVA] means the Civilian Health and Medical Program of the Department of Veterans Affairs, established by Section 613 of the Veterans Health Care Expansion Act of 1973 (Public Law 93-89), as amended.]

[CHAMPVA Allowed Amount] means the amount CHAMPVA determines is a reasonable charge for a Covered Expense. It may be less than the actual charge. The CHAMPVA Allowed Amount will not exceed the CHAMPVA DRG Amount, if the Covered Expenses are subject to the CHAMPVA DRG.]

[CHAMPVA Cap] means the amount CHAMPVA determines is the limit for expenses applied to the CHAMPVA Outpatient Deductible and CHAMPVA Covered Expenses subject to coinsurance for all members of a family in a Calendar Year. After a family has incurred Covered Expenses which meet the CHAMPVA Cap, CHAMPVA will increase its rate of payment to 100% of the CHAMPVA Allowed Amount for all members of such family.]

[CHAMPVA Diagnostic Related Group (DRG)] means a system adopted by CHAMPVA establishing a relative value to hospitalizations based on the Covered Person's diagnosis and the customary costs for Inpatient hospital services connected with such diagnosis. The value assigned forms the basis for CHAMPVA benefit payments for the hospital confinement regardless of actual cost. We will recognize the DRG as the cost of the hospital confinement if CHAMPVA so recognizes it.]

[CHAMPVA Per Diem Charge] means the fixed daily amount CHAMPVA uses to determine the Covered Person's cost share for each continuous Confinement in a Civilian Hospital or Skilled Nursing Facility.]

Civilian Hospital means any Hospital, as defined, other than a Government Hospital.

Confined or Confinement means being an Inpatient in a Hospital or Skilled Nursing Facility due to Sickness or Injury.

Covered Expense means the reasonable expense incurred by a Covered Person for needed medical or surgical treatment, services or supplies. The expense must be: (a) incurred for the sole purpose of treating The Covered Person's Injury or Sickness; (b) prescribed by the Covered Person's attending physician, except for routine nursing services; and (c) incurred while the Covered Person is an Inpatient in the Hospital to be covered under an Inpatient Benefit; or (d) incurred while the Covered Person is not confined as an Inpatient in a Hospital to be covered under and Outpatient Benefit. In addition, the expense must be incurred: (a) by the Covered Person while the Covered Person is covered under such benefit; (b) for a Confinement, service, supply that is covered under [[TRICARE]][CHAMPVA]].

[Covered Expense in Excess of the TRICARE Allowed Amount] means the difference between the TRICARE Allowed Amount for an expense and the actual charge, but only if: (a) the Allowed portion is a Covered Expense under such benefit; and (b) the non-participating doctor or supplier will not reduce the Covered Person's charge to the Allowed Amount. [It also does not include any part of a charge that is more than [115%] of what TRICARE allows.]]

Covered Person means [you][,] [your Eligible Spouse] [and] [your Eligible Child], while such person is covered under the Policy.

Daily Subsistence Charge means the current amount that the Department of Defense determines is applicable to a day of confinement in a Uniformed Services Hospital.

[Employer Health Program means a program to or sponsored by a Covered Person's employer which provides coverage for basic hospital, medical or surgical expenses incurred as a result of injury or sickness. Such program may be an insurance policy, a hospital or medical service contract, a Blue Cross or Blue Shield contract, a medical practice or other prepayment plan, or a managed care plan.]

Fiscal Year means the Federal Government's 12-month accounting period. Currently, that is the period from October 1st of one year to September 30th of the next year.

Government Hospital means a Service Hospital or any other hospital owned by the Federal Government [including Veterans Administration Facilities].

Hospital means an institution which [[TRICARE][CHAMPVA]] recognizes as a hospital.

Injury means bodily injury of a Covered Person resulting from an accident.

Inpatient means confinement in a Hospital or Skilled Nursing Facility for which the Covered Person is charged at least one full day's room and board.

[Insured Person means you (your or yours), a Member of the [[Organization][Policyholder]] named on the Schedule.]

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act of 1965, as amended.

Member means you (your or yours), a [[member][employee]] of the [[Organization][Policyholder]] [who sponsors the Member's eligible dependents for coverage under the Policy. In the event the sponsor is deceased, Member means the Member's widow(er) who is a member of the [[Organization][Policyholder]] and is covered under the Policy].

[Organization means the Participating Organization named on the Schedule[and the first page of this Certificate].]

Outpatient means a Covered Person's treatment for Injury or Sickness on a day that Covered Person is not Confined.

Outpatient Deductible means the Outpatient deductible as defined and determined by [[TRICARE][CHAMPVA]].

Period of Confinement means an interval of time during which the Covered Person is an Inpatient in a Hospital [or Skilled Nursing Facility]. A Period of Confinement: (a) begins on the date the Covered Person is admitted to a Hospital [or Skilled Nursing Facility] while the Covered Person is covered by the Policy; and (b) ends of the date the Covered Person is discharged from the Hospital [or Skilled Nursing Facility].

Physician means a legally qualified physician or surgeon or other practitioner who is recognized by [[TRICARE][CHAMPVA]].

Plan Administrator means: [Name and Address of Plan Administrator].

[Plan Deductible means[: under the [TRICARE Active Duty Family Supplement Plan], a [\$100] Plan Deductible is][the deductible amount] applied to each Covered Person's expenses each Fiscal Year [under the TRICARE Active Duty Family Supplement Plan]. [Once Covered Persons in a family have collectively satisfied [[double] the applicable amount], no further deductible amount shall apply for that family for the remainder of the Fiscal Year. The Plan Deductible amount per Covered Person and family is shown on the Certificate Schedule.] [For the purposes of this definition, the term "family" means all members of your immediate family covered under the Policy referred to as Covered Persons.] [The Plan Deductible may only be satisfied by: (a) with respect to Inpatient charges, any TRICARE Inpatient copayment or cost sharing charges; and (b) with respect to Outpatient charges: any TRICARE Outpatient copayment or cost sharing charges [and expenses applied to the TRICARE Outpatient Deductible.]]]

Policyholder means the legal entity in whose name the Policy is issued, as shown on the Schedule[and the first page of this Certificate].

Request means a written request made on the form we [or the Plan Administrator] furnish for making the request.

[Retiree or Retired Member means a member of the [[Organization]][Policyholder]] who is retired from Active Duty and is covered by TRICARE.]

Service means Uniformed Service of the United States.

[Service Disabled Member means a member of the [[Organization]][Policyholder]] who has a service-related total disability as determined by the Veteran's Administration.]

Service Hospital means: (a) a U.S. Military Service hospital; or (b) a U.S. Public Health Service hospital.

Sickness means: (a) a Covered Person's sickness or disease including pregnancy; or (b) Well Baby Care, as defined.

Skilled Nursing Facility means one which: (a) is approved by Medicare or is qualified to receive approval by Medicare of so required; (b) operates pursuant to law; (c) primarily and continuously provides skilled nursing care and related services to persons convalescing from Sickness or Injury on an Inpatient basis for which a charge is made; (d) provides 24-hour-a-day nursing service by or under the supervision of registered nurses (R.N.); (e) provides adequate procedures for the administration of drugs; (f) maintains daily medical records of each patient; and (g) provides each patient with a planned program of medical care and treatment by or under the supervision of a Physician. Skilled Nursing Facility does not mean: (a) a hospital; (b) a place for rest, custodial care, or the aged; or (c) a place for the treatment of mental disease, drug addicts or alcoholics.

Totally Disabled means disabled by an injury or Sickness that continuously confines the Covered Person: (a) in a Hospital; (b) in a Skilled Nursing Facility; or (c) indoors under the regular care and attendance of a physician. Total Disability will not be ended: (a) by going to and from a doctor's office of Hospital for treatment; or (b) by resting out-of-doors at home; if advised to do so by a Physician.

[TRICARE means the Department of Defense regional managed care program for members of the uniformed services and their families, and survivors and retired members and their families. TRICARE provides TRICARE beneficiaries three choices for their health care delivery: TRICARE Standard, a fee-for-service option which is the same as the former standard CHAMPUS program; TRICARE Extra, a preferred provider option which offers discounts; and TRICARE PRIME, an enrolled health maintenance organization (HMO) option.]

[TRICARE Allowed Amount means the amount TRICARE determines is a reasonable charge for a Covered Expense. It may be less than the actual charge. The TRICARE Allowed Amount will not exceed the TRICARE DRG Amount, if the Covered Expenses are subject to the TRICARE DRG.]

[TRICARE Cap means the amount TRICARE determines is the limit for expenses applied to the TRICARE Outpatient Deductible and TRICARE Covered Expenses subject to coinsurance for all members of a family in a Fiscal Year. After a family has incurred Covered Expenses which meet the TRICARE Cap, TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount for all members of such family.]

[TRICARE Diagnostic Related Group (DRG) means a system adopted by TRICARE establishing a relative value to hospitalizations based on the Covered Person's diagnosis and the customary costs for Inpatient hospital services connected with such diagnosis. The value assigned forms the basis for TRICARE benefit payments for the hospital confinement regardless of actual cost. We will recognize the DRG as the cost of the hospital confinement if TRICARE so recognizes it.]

[TRICARE Extra means the preferred provider option of TRICARE which offers discounts when a TRICARE beneficiary uses a civilian preferred network provider. TRICARE beneficiaries do not enroll in TRICARE Extra, but may participate in TRICARE Extra on a case-by-case basis.]

[TRICARE Extra Contracted Fee means the preferred network provider's discounted allowable amount.]

[TRICARE Per Diem Charge means the fixed daily amount TRICARE uses to determine the Covered Person's cost share for each continuous Confinement in a Civilian Hospital or Skilled Nursing Facility.]

[TRICARE PRIME means the health maintenance organization (HMO) option of TRICARE which requires enrollment of the TRICARE beneficiary.]

[TRICARE Standard means the fee-for-service option of TRICARE.]

Well Baby Care means expenses incurred during the first ~~[[2 years (730 days)]~~ **[[5 years]]** after birth for: (a) newborn examination; (b) PKU tests; (c) newborn circumcision; (d) medical history and physical exams; (e) discussion and counseling by a physician; (f) vision, hearing, and dental screening; (g) developmental appraisal; (h) immunizations; (i) tuberculin tests; and (j) hematocrits and hemoglobin and urinalysis. Well Baby Care does not include the Hospital's charge for nursery care of a well newborn.

[INSURED PERSON] PERIOD OF COVERAGE

[Insured Person's Effective Date: Subject to the Deferred Effective Date provision, you will become covered by the Policy on the Effective Date of the Schedule that first shows coverage for you. Coverage is shown for you by a TRICARE Supplement Plan stated across from "Member" in the Schedule. If no coverage is shown across from "Member", you are not covered under the Policy.]

[Deferred Effective Date for Insured Person: If on the date you are to become covered under the Policy, you are confined in a Hospital, your coverage will be deferred until the first day after you are discharged.]

[Request for Change in Insured Person's Coverage: If you Request a change in coverage, the change will become effective on the first day of the month on or after the date we receive the Request, provided the required premium is paid. No change will be made if you are not eligible for the change requested.]

[Insured Person Termination: Your coverage under the Policy will cease on the first to occur of:

- (1) the date the Policy terminates[, or the date the Organization ceases to be a Participating Organization of the Policyholder];
- (2) the date the required premium is not paid, subject to the Grace Period provision;
- (3) the first [[day of the month on or next following][premium due date on or next following]] the date you cease to be a [[member][employee]] of the [[Organization][Policyholder]];
- (4) the first [[day of the month on or next following][premium due date on or next following]] the date you cease to be eligible for the Plan under which the Member is covered;
- (5) the date we or the [[Policyholder][Participating Organization]] cancel coverage for a Class of Eligible Person to which you belong;
- (6) [the date you attain age 65;]
- (7) [the date you cease to be covered under TRICARE;]
- (8) the date you become eligible for Medicare unless you reside in an area where Medicare is not available, in which case coverage will not terminate until you return to residency in an area where Medicare is available.

Termination of coverage will be without prejudice to any claim which originated before the effective date of termination.]

[COVERED DEPENDENT PERIOD OF COVERAGE]

Eligible Dependents: Your Eligible Dependents are described below.

Eligible Spouse: “Spouse” means your Spouse who is under age 65[and a CHAMPVA benefits recipient], but not a spouse from whom you are legally separated or divorced [unless you are required to provide coverage for such person by a court decree]. “Spouse” also means your widow, widower, or former spouse [[as defined by TRICARE][if the spouse is a member of the [[Organization][Policyholder]]]. [Spouses who are not covered by TRICARE are **not** eligible for coverage under the Policy.] [Spouses over age 65 are also eligible if documentation from the Social Security Administration certifying their non-entitlement to or exhaustion of Medicare Part A benefits is submitted with their enrollment form.]

Eligible Child: “Child” means your or your Spouse’s unmarried child who [is a CHAMPVA benefits recipient and] is dependent on you or your Spouse for at least one-half support, including a stepchild or legally adopted child[and who is under age 18 (23 if enrolled full-time in a school of higher learning)]. [A legitimate child who is covered by TRICARE and: (a) under age 21; or (b) age 21 or over, but under age 23 if enrolled full time in a school of higher learning; is eligible for coverage under the Policy. A child who is not covered by TRICARE is **not** eligible for coverage under the Policy.]

Covered Dependent Effective Date: Subject to the Deferred Effective Date provision, an Eligible Dependent will become covered by the Policy on the Certificate Effective Date that first shows coverage for the Eligible Dependent. Dependent coverage is shown in the Schedule by a [[TRICARE][CHAMPVA]] Supplement Plan stated across from the Eligible Dependent class. If no coverage is shown across from “Spouse” or “Child(ren)”, the Eligible Dependent is not covered under the Policy.

Deferred Effective Date of Dependent: If, on the date that an Eligible Dependent is to become covered under the Policy, the Eligible Dependent is confined in a Hospital, coverage of that Eligible Dependent will be deferred until the first day after that Eligible Dependent is discharged. This provision does not apply to a newborn child.

Request for Change in Dependent’s Coverage: If you Request a change in your dependent’s coverage, the change will become effective on the first day of the month on or after the date we receive the Request, provided the required premium is paid. No change will be made if your dependent is not eligible for the change requested.

Newborn Child: If a child is born to you or your Covered Spouse, the child will become covered by the Policy from the moment of birth. The child will be covered for Injury or Sickness (including congenital defects, birth abnormalities and prematurity) under the same plans and benefits that apply: (a) to your other child(ren), if you have other children covered under the Policy; or if not (b) to your Spouse, if your Spouse is covered under the Policy[; or if not (c) to you]. Regardless of the applicable plans and benefits, the newborn child will be provided coverage for: routine nursery care and pediatric charges for a well newborn child for up to 5 full days in a hospital nursery or until the mother is discharged from the Hospital following the birth of the child, whichever is the lesser period of time; and tests for hypothyroidism, phenylketonuria, galactosemia, sickle-cell anemia, and all other disorders of metabolism for which screening is performed by or for the State of Arkansas, as well as any testing of newborn infants hereafter mandated by law. We may require that the Member give us notice of any newborn children within 90 days of the birth or before the next premium due date, whichever is later. The child’s coverage will continue provided we receive any required premium.

[Dependent]Termination: A [[dependent’s][Covered Person’s]] coverage under the Policy will cease on the first to occur of:

- (1) the date the Policy terminates[, or the date the Organization ceases to be a Participating Organization of the Policyholder];
- (2) the date the required premium is not paid, subject to the Grace Period provision;
- (3) [the date you or your widow(er) terminates membership in the Participating Organization;]
- (4) [the first [[day of the month on or next following][premium due date on or next following]] the date you cease to be a [[member][employee]] of the [[Organization][Policyholder]];
- (5) the first [[day of the month on or next following][premium due date on or next following]] the date the dependent ceases to be an Eligible Spouse or an Eligible Child;
- (6) [the first [[day of the month on or next following][premium due date on or next following]] the date the [[dependent][Covered Person]] ceases to be eligible for the Plan under which the dependent is covered;]
- (7) the date we or the [[Policyholder][Participating Organization]] cancel coverage for a Class of Eligible Person to which the [[dependent][Covered Person]] belongs;

- (8) [the date you cease to be covered, subject to the Covered Dependent Continuation provision (this will not apply to the Spouse or Child of an Active Duty Member or a Service Disabled Member);]
- (9) [the first [[day of the month on or next following][premium due date on or next following]] the date the [[dependent][Covered Person]] ceases to be covered by CHAMPVA;]
- (10) the date the [[dependent][Covered Person]] becomes eligible for Medicare unless the dependent resides in an area where Medicare is not available, in which case coverage will not terminate until the dependent returns to residency in an area where Medicare is available;
- (11) if a child, the date the child attains age [[21][18]] or age 23 if the child is enrolled full time at a school of higher learning[;
- (12) the date a [[dependent][Covered Person]] ceases to be covered under TRICARE];
- (13) [the date a [[dependent][Covered Person]] attains age 65].

Termination of coverage will be without prejudice to any claim which originated before the effective date of termination.

Incapacitated Child Continuation: If on the date a child reaches age 19, the child is: (a) covered under the Policy; (b) mentally retarded or physically handicapped and incapable of earning his or her own living; and (c) unmarried and primarily dependent on you for support and maintenance; the child's coverage will not terminate solely due to age. You must give us written notice of the incapacity. Coverage will continue as long as: (a) the child qualifies as an incapacitated child; and (b) the required premium is paid. We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year.

[Covered Dependent Continuation: If your Dependent Coverage under the Policy terminates because your coverage ends due to Medicare eligibility[, attainment of age 65,] or your death, then your spouse may continue the coverage for any of your Dependents who are covered under the Policy on the date your coverage ceases. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the date coverage terminates. Solely for the purposes of continuing the coverage, the Spouse may be considered the Member. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of the Policy. Any coverage continued under this provision due to your death will terminate on the Premium due Date on or next following the date the Spouse remarries.]

[Widow or Widower's Continuation: If you die while your Spouse is covered under the Policy, your Spouse may continue: (a) your Spouse's coverage; and (b) coverage for any of your Dependents who are covered under the Policy on the date of your death. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the date of your death. Solely for the purposes of continuing the coverage, the Spouse may be considered the Member. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of the Policy. Any coverage continued by this Widow or Widower's Continuation provision will terminate on the Premium due Date on or next following the date the Spouse remarries.]

[Survivor Continuation Benefit: In the event of your death, your Spouse or Child's coverage will be continued without premium payment from the Premium Due Date next following your death until the earlier of: (a) the last day of the [fourth (4th)] calendar year following the first premium due date after your death; (b) the date the Spouse remarries; (c) the date the Spouse attains age 65; or (d) the date coverage would end in accordance with the Dependent Termination provision. This Survivor Continuation Benefit applies only to a Spouse or Child who was covered under the Policy on the date of your death. It does not apply if you were not covered under the Policy, unless you were an Active Duty Member or Service Disabled Member.]

[[TRICARE][CHAMPVA]] SUPPLEMENT PLAN[S]

[[TRICARE ACTIVE DUTY FAMILY SUPPLEMENT PLAN]

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: We will pay as follows for Covered Expenses incurred while the Covered Person is Confined in a Civilian Hospital or Skilled Nursing Facility.

For the Covered Spouse or Child of an Active Duty Member, we will pay:

Under TRICARE Standard and TRICARE Extra:

- (a) the greater of:
 - (1) the current Daily Subsistence Charge for each day of Confinement; or
 - (2) \$25 for all Confinements which are due to the same or related Sickness or Injury and separated by less than 60 days until TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE; and
- (d) incurred after the Covered Person has satisfied [the Outpatient Deductible charged by TRICARE] [and] [the Covered Person's Plan Deductible].

For the Covered Spouse or Child of an Active Duty Member, we will pay:

- (1) Under TRICARE Standard:
 - (a) [20%] of the TRICARE Allowed Amount for the Covered Expenses until the TRICARE Cap is met; and
 - (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount.
- (2) Under TRICARE Extra:
 - [15%] of the TRICARE Extra Contracted Fee for the Covered Expenses until the TRICARE Cap is met.
- (3) [Same-Day Surgery Benefit: We will pay the \$25 not paid by TRICARE for Covered Expenses which are incurred in connection with Same-Day Surgery performed:
 - (a) in a facility licensed as an ambulatory surgical center approved by TRICARE; or
 - (b) in a Hospital, provided the Hospital charges less than a full day's room and board.

"Same-Day Surgery" means a non-emergency elective surgical procedure: which would otherwise be performed on an Inpatient basis; which is performed the same day a person enters and leaves a Hospital or ambulatory surgical center; for which no overnight hospitalization is required; and for which less than a full day's charge is made for room and board services.]

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

We will not pay for expenses which are used to satisfy [the Outpatient Deductible charged by TRICARE] [or] [the Covered Person's Plan Deductible].]

TRICARE RESERVE SUPPLEMENT PLAN

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: We will pay as follows for Covered Expenses incurred while the Covered Person is Confined in a Civilian Hospital or Skilled Nursing Facility.

For the Covered Member, Covered Spouse or Covered Child, we will pay:

- (a) the greater of:
 - (1) the current Daily Subsistence Charge for each day of Confinement; or
 - (2) \$25 for all Confinements which are due to the same or related Sickness or Injury and separated by less than 60 days until TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the legal limit.

Same-Day Surgery Benefit: Until the TRICARE Cap is met, we will pay the \$25 not paid by TRICARE for Covered Expenses which are incurred in connection with Same-Day Surgery performed:

- (a) in a facility licensed as an ambulatory surgical center approved by TRICARE; or
- (b) in a Hospital, provided the Hospital charges less than a full day's room and board.

Same-Day Surgery means a non-emergency elective surgical procedure: which would otherwise be performed on an Inpatient basis; which is performed the same day a person enters and leaves a Hospital or ambulatory surgical center; for which no overnight hospitalization is required; and for which less than a full day's charge is made for room and board services.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE;
- (d) incurred after the Covered Person has satisfied the Outpatient Deductible charged by TRICARE [and the Covered Person's Plan Deductible].

For the Covered Member, Covered Spouse or Covered Child, we will pay:

- (a) [20%] of the TRICARE Allowed Amount ([15%] for care received from a TRICARE Network Provider) for the Covered Expenses until the TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the legal limit.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

No benefits are provided for covered expenses in excess of the TRICARE allowed amount unless so indicated in the Covered Person's Schedule.]

[[TRICARE RETIREE SUPPLEMENT PLAN]]

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: For Confinement in a Civilian Hospital or Skilled Nursing Facility which is subject to the TRICARE DRG, we will pay:

(1) Under TRICARE Standard:

[After the Covered Person has satisfied the Covered Person's Plan Deductible, t][T]he lesser of:

- (a) the TRICARE Per Diem Charge for the Period of Confinement; or
 - (b) [25%] of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount;
- until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, [after the Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay [25%] of the TRICARE Allowed Amount until the TRICARE Cap is met.

For all Confinements with services not subject to the TRICARE DRG, we will [NOT] pay [[100%] of all] Covered Expenses in Excess of the TRICARE Allowed Amount incurred during the Confinement.

(2) Under TRICARE Extra:

[After the Covered Person has satisfied the Covered Person's Plan Deductible, t][T]he lesser of:

- (a) the TRICARE Extra discounted TRICARE Per Diem Charge for the Period of Confinement; or
 - (b) [25%] of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount;
- until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, [after the Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay [20%] of the amount billed until the TRICARE Cap is met.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE[;]
- (d) incurred after the Covered Person has satisfied [the Covered Person's Plan Deductible] [and] [the Outpatient Deductible charged by TRICARE]].

[We will pay the expenses which are used to satisfy the Outpatient Deductible charged by TRICARE, provided that the Outpatient Deductible is satisfied after the effective date of coverage (reimbursement for the Outpatient Deductible will be prorated for a Covered Person who is covered less than a full year).]

[In addition, w][W]e will pay:

(1) Under TRICARE Standard:

- (a) [25%] of the TRICARE Allowed Amount for the Covered Expenses [after the Covered Person has satisfied the Covered Person's Plan Deductible] until the TRICARE Cap is met[; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount].

[We will NOT pay Covered Expenses in Excess of the TRICARE Allowed Amount incurred while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility.]

(2) Under TRICARE Extra:

[20%] of the TRICARE Extra Contracted Fee for the Covered Expenses [after the Covered Person has satisfied the Covered Person's Plan Deductible] until the TRICARE Cap is met.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

[We will not pay for expenses which are used to satisfy [the Outpatient Deductible charged by TRICARE] [or] [the Plan Deductible.]]

TRICARE PRIME BENEFITS SUPPLEMENT PLAN

(Applies when a Covered Person ~~enrolls~~remains in TRICARE PRIME but ~~does not request~~is transitioning to TRICARE PRIME Supplement coverage)

INPATIENT BENEFIT: If:

- (a) a Covered Person ~~becomes~~remains enrolled in TRICARE PRIME while covered under a TRICARE/CHAMPUS Supplement which provides Inpatient benefits; and
 - (b) the Covered Person ~~does not change coverage~~is transitioning to the TRICARE PRIME Supplement;
- we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for a Period of Confinement in a Hospital or Skilled Nursing Facility [after the Covered Person has satisfied the Covered Person's Plan Deductible]. The Period of Confinement must begin while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for service.

OUTPATIENT BENEFIT: If:

- (a) a Covered Person ~~becomes~~remains enrolled in TRICARE PRIME while covered under a TRICARE/CHAMPUS Supplement which provides Outpatient benefits; and
 - (b) the Covered Person ~~does not change coverage~~is transitioning to the TRICARE PRIME Supplement;
- we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for Covered Expenses incurred while not Confined in a Hospital or Skilled Nursing Facility [after the Covered Person has satisfied the Covered Person's Plan Deductible]. The expenses must be incurred while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for service.

POINT-OF-SERVICE BENEFIT:

[If the Covered Person exercises the Point-of-Service Option of TRICARE PRIME, the TRICARE Standard Inpatient benefit will apply and the TRICARE Standard Outpatient benefit will apply. The TRICARE Point-of-Service Outpatient Deductible must be satisfied before Outpatient benefits are payable.]

[If the Covered Person exercises the Point-of-Service Option of TRICARE PRIME, we will pay:

- (a) the expenses which are used to satisfy [50%] of the annual TRICARE Point-of-Service Deductible; and
- (b) the Cost-Share Amount for Inpatient services and Outpatient services, after the Point-of-Service Deductible for such expenses has been satisfied; and
- (c) [100%] of all Covered Excess Charges.]

["Covered Excess Charges" does not include any part of a charge that is not only more than TRICARE allows, but also more than we determine is the Reasonable and Customary Community Standard Level.]

["Reasonable and Customary Community Standard Level" means the part of a charge that we determine is reasonable and customary in the locale involved.]

This benefit does not cover any expenses applied to the TRICARE PRIME annual enrollment fee.

Benefits paid under this TRICARE PRIME benefit will be in lieu of any benefits payable under the TRICARE Supplement Inpatient or Outpatient Benefit.]

[[CHAMPVA SUPPLEMENT PLAN]]

INPATIENT BENEFIT: We will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by CHAMPVA.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital, if such charge is made.

Benefits in a Civilian Hospital or Skilled Nursing Facility: For Confinement in a Civilian Hospital or Skilled Nursing Facility which is subject to the CHAMPVA DRG, we will pay the lesser of:

- (a) the CHAMPVA Per Diem Charge for the Period of Confinement; or
- (b) [25%] of the amount billed for Covered Expenses, not to exceed the CHAMPVA DRG Amount;

until the CHAMPVA Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the CHAMPVA DRG, we will pay [25%] of the CHAMPVA Allowed Amount until the CHAMPVA Cap is met.

For Inpatient Physician Services, we will pay [25%] of the CHAMPVA Allowed Amount until the CHAMPVA Cap is met.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by CHAMPVA; and
- (d) incurred after the Covered Person has satisfied the Outpatient Deductible charged by CHAMPUSVA.

In addition, we will pay [25%] of the CHAMPVA Allowed Amount for the Covered Expenses, until the CHAMPVA Cap is met.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

We will not pay for expenses which are used to satisfy the Outpatient Deductible charged by CHAMPVA.]

[We will pay the Inpatient and Outpatient Covered Expenses once the Plan Deductible [for the Covered Person [and the family]] has been satisfied. Expenses incurred to satisfy the CHAMPVA Calendar Year Outpatient Deductible cannot be used to satisfy the Plan Deductible.]

[PLAN CONVERSIONS]

The following conversions are provided under the Policy. All premiums due will be adjusted according to the conversion made. The conversion will not become effective if any additional premium required is not paid.

None of the conversions will continue coverage beyond the date that it would be terminated in accordance with a Termination provision of the Policy.

[TRICARE Active Duty Family Supplement Plan] to [TRICARE Retiree Supplement Plan]: When you retire from Active Duty, any Spouse or Child coverage under **[TRICARE Active Duty Family Supplement Plan]** will cease.

You may then Request coverage under the **[TRICARE Retiree Supplement Plan]**.

You and your Spouse or Child(ren) will become covered under the Plan of your choice provided we receive your Request and the required premium within 63 days of retirement.]

**EXTENSION OF BENEFITS
IF TOTALLY DISABLED WHEN COVERAGE TERMINATES**

If a Covered Person is Totally Disabled on the date the Covered Person's coverage under the Policy terminates, we will extend Inpatient benefits for expense incurred as the result of that disability until the first to occur of:

- (a) the date the Covered Person is no longer Totally Disabled; or
- (b) the 90th day from the date the Covered Person's Inpatient benefit ended.

After the 90th day, no further benefits will be paid.

If a Covered Person is Totally Disabled on the date the Covered Person's Outpatient Benefit ends, then the Covered Person's benefits under the Policy will continue up to 90 days from the date of termination.

If a Covered Person is not Totally Disabled on the date the Covered Person's **[[Outpatient Benefit][CHAMPVA Supplement Plan]]** terminates, no benefits will be provided for Outpatient expenses the Covered Person incurs after the date of termination.

The continuation will only apply to expense incurred for Injury or Sickness that caused the Total Disability.

LIMITATIONS

Nervous, Mental, Emotional Disorder, Alcoholism, and Drug Addiction Limits

The coverage provided under the Inpatient Benefits of the TRICARE Supplements for nervous, mental, emotional disorders, including alcoholism and drug addiction, is limited to:

- (a) 30 Inpatient treatment days for a Covered Person age 19 and older; or
- (b) 45 Inpatient treatment days for a Covered Person under age 19; or
- (c) 150 Inpatient treatment days in a CHAMPVA authorized Residential Treatment Center for a Covered Person under age 21;]

per [[Calendar]][Fiscal]] Year.

This Inpatient limit is based on the number of days [[TRICARE]][CHAMPVA]] normally provides each [[Calendar]][Fiscal]] Year for such confinements.

In rare instances, [[TRICARE]][CHAMPVA]] extends these daily limits. If this occurs, we will limit the number of days that we provide for such Confinement to the lesser of:

- (a) the number of days [[TRICARE]][CHAMPVA]] pays for such Inpatient treatment during the [[Calendar]][Fiscal]]; or
- (b) 90 Inpatient days per [[Calendar]][Fiscal]] Year.

The coverage provided under the Outpatient Benefits of the [[TRICARE]][CHAMPVA]] Supplement Plan for:

- (a) nervous, mental, and emotional disorders; and
- (b) alcoholism and drug addiction;

is limited to \$500 during any period of [[Calendar Year]][12 consecutive months]] for all such disorders.

CHAMPVA Cap

CHAMPVA will increase its rate of payment to 100% of the CHAMPVA Allowed Amount when a Covered Person has met the CHAMPVA Cap. After the CHAMPVA Cap has been met, we will not duplicate benefits by paying any part of the cost-share which is payable under CHAMPVA.]

TRICARE Cap

TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount when a Covered Person has met the TRICARE Cap. After the TRICARE Cap has been met, we will not duplicate benefits by paying any part of the cost-share which is payable under TRICARE.]

Other Insurance With Us

If a Covered Person is insured under more than one policy underwritten by us which provides TRICARE Supplement benefits, we will limit our payment of benefits to the one policy that affords the greater level of benefits.]

Non-Duplication of Coverage under Employer Health Program

If a claim payable under the Policy is also payable under an Employer Health Program with TRICARE as the secondary payor, we will limit our payment to an amount which, when added to the amounts paid by the Employer Health Program and TRICARE, will not exceed 100% of TRICARE Covered Expenses.]

Additional Coverage Limits

Coverage provided under the CHAMPVA Supplement Plan for:

- (a) routine newborn and Well Baby Care;
- (b) Hospital nursery charges for a well newborn;
- (c) dental care;
- (d) treatment for the prevention or cure of alcoholism or drug addiction; and
- (e) prosthetic devices;

will be limited to those expenses covered by CHAMPVA for such care or services.]

[PRE-EXISTING CONDITION LIMITATION

Pre-Existing Condition Defined:

Pre-Existing Condition, as used in this limitation, means any Injury or Sickness, diagnosed or undiagnosed, for which Medical Care is received by a Covered Person:

- (a) within the [6] month period prior to the Covered Person's effective date of insurance; or
- (b) with respect to the limitation for increase in coverage, within the [6] month period prior to the effective date of the Covered Person's increase in coverage.

For the purposes of this limitation, we will consider:

- (a) Medical Care received when:
 - (1) a Physician is consulted or medical advice is given; or
 - (2) Treatment is recommended or prescribed by, or received from, a Physician;
- (b) Treatment to include, but not limited to, any:
 - (1) medical examination, test, attendance, or observation;
 - (2) medical services, supplies, or equipment, including their prescription or use; or
 - (3) prescribed drugs or medicines, including their prescription or use.

All manifestations, symptoms, or findings which result:

- (a) from the same or related accident or Sickness; or
- (b) from any aggravations of accident or Sickness;

are considered to be the same accident or Sickness for the purposes of determining Pre-Existing Condition.

Conditions Prior to Effective Date: During the first [6 months] of a Covered Person's insurance, losses incurred for Pre-Existing Conditions are not covered. [This will not apply to loss that the Covered Person incurs after being free of Medical Care for the condition for a one year period (ending any time on or after the Covered Person's effective date).]

Conditions Prior to Effective Date of Increase in Coverage: During the first [6 months] following the date a Covered Person makes a change in coverage that increases the Covered Person's benefit, the increase will not be paid for Pre-Existing Conditions. [This will not apply to loss that the Covered Person incurs after being free of Medical Care for the condition for a one year period (ending any time on or after the effective date of increase).]

[WAIVER OF PRE-EXISTING CONDITION LIMITATION

Waiver for Conditions Prior to Effective Date of Coverage: Under the following conditions, the period of time required to satisfy the Pre-Existing Condition exclusion will be reduced or waived as stated:

If you retire from Active Duty and become eligible for TRICARE Retiree Supplement coverage as provided under "Plan Conversions" and Requests such coverage within 63 days of the date you first becomes eligible for coverage, we will credit you with continuity of coverage from your prior effective date under the [TRICARE Active Duty Family Supplement].]

EXCLUSIONS

The Policy does not cover:

1. injury or sickness resulting from war or act of war, whether war is declared or undeclared;
2. [treatment or confinement not ordered by a physician or necessary for medical care;]
3. intentionally self-inflicted injury;
4. suicide or attempted suicide, whether sane or insane (in Missouri while sane);
5. routine physical exams [, unless required for school enrollment (but not sports physicals) by a Covered Child aged 5 through 11] and immunizations, except [[that these services are covered when rendered to a Covered Child who is less than [[6 years][2 years (730 days)]] of age][when considered Well Baby Care covered by CHAMPVA][when:
 - (a) rendered to a child up to [[6 years][2 years (730 days)]] from the child's birth; or
 - (b) ordered by a Uniform Service:
 - (1) for a Covered Spouse or Child of an Active Duty Member;
 - (2) for such spouse or child's travel out of the United States due to your assignment]]];
6. domiciliary or custodial care[, care received in a retirement home, rest home or halfway house];
7. [rest cures;]
8. eye refractions and routine eye exams except [[when considered Well Baby Care covered by CHAMPVA][when rendered to a child up to 2 years (730 days) from the child's birth]]];
9. eyeglasses and contact lenses;
10. prosthetic devices [(except that artificial limbs and eyes and devices which must be implanted by surgery are covered)][except those covered by TRICARE];
11. cosmetic procedures, except those resulting from Sickness or Injury while a Covered Person;
12. hearing aids[or hearing exams except when considered Well Baby Care covered by CHAMPVA];
13. orthopedic footwear;
14. care for the mentally incapacitated or physically handicapped if the care is required because the mental incapacitation or physical handicap [or the care is received by an Active Duty Member's child who is covered by the "Program for the Handicapped" under TRICARE];
15. drugs which do not require a prescription, except insulin[and other diabetic supplies];
16. [dental care unless such care is covered by TRICARE, and then only to the extent that TRICARE covers such care;]
17. any confinement, service, or supply that is not covered under [[TRICARE][CHAMPVA]];
18. [Hospital nursery charges for well newborn, except as specifically provided under TRICARE;]
19. [any routine newborn care except Well Baby Care, as defined, for a child up to [[6 years][2 years (730 days)]] from the child's birth;]
20. [[TRICARE eligible cost-share and deductible amounts][expenses]] in excess of the [[TRICARE][CHAMPVA]] Cap [except as specifically provided];
21. [expenses in excess of the [[TRICARE][CHAMPVA]] Allowed Amount [except as specifically provided];]
22. expenses which are paid in full by [[TRICARE][CHAMPVA]] [except as specifically provided];
23. [any expense or portion thereof applied the TRICARE Outpatient Deductible except as specifically provided;]
24. [treatment for the prevention or cure of alcoholism or drug addiction except as specifically provided under TRICARE[and the Policy];]
25. any part of a covered expense which the Covered Person is not legally obligated to pay [because of payment by a TRICARE alternative program];
26. [care received as part of a grant, study or research program;]
27. [care considered experimental or investigational][;]
28. [any claim under more than one of the TRICARE Supplement Plans, or under more than one Inpatient benefit or more than one Outpatient Benefit of the TRICARE Supplement Plans. If a claim is payable under more than one of the stated Plans or Benefits, payment will only be made under the one that provides the highest coverage[, subject to the Pre-Existing Condition Limitation]].

PREMIUM PROVISION

Individual Premium Due Dates: The first premium for each Covered Person is due on the date the Covered Person becomes covered under the Policy. Each premium after the initial premium is due at the end of the period for which the Covered Person's preceding premium was paid.

Individual Grace Period: A grace period of 31 days from the Individual Premium Due Date is allowed for payment of each premium due after the initial premium. The Covered Person's insurance will be continued during the Grace Period. If the Covered Person incurs a covered loss during the Grace Period, you will be liable to us for payment of any premium accruing during the period we continue coverage in force under this provision. The Grace Period will not continue beyond a date stated in a Termination provision.

Change of Policy Premiums: We have the right on each Premium Due Date to change the rate at which further premiums will be calculated. This includes the right to change premium rates for a benefit that applies to all individuals of the same class, age, plan and effective date. Rates may be changed based on claims experience of the Policy. We will give the Policyholder notice of any change at least 45 days before the Premium Due Date on which it is to become effective.

CLAIMS PROVISIONS

Notice of Claim: The person who has the right to claim benefits must give us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include your name, the Covered Person's, the Policy Number and this Certificate number. Send it to us [or give it to the Plan Administrator].

Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if written proof of the occurrence, character and extent of the loss is sent to us. Claim forms may be obtained from us [or the Plan Administrator].

Proof of Loss: Proof of loss must be sent to us in writing within 90 days after the end of each month of our liability for periodic payment claims or the date of the loss for all other claims. If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

- (a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- (b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately after we receive the proof of loss.

Payment of Claim: We will pay any benefit due and not assigned, to the Covered Person, if living. Otherwise, we will pay any benefit due for loss which occurred:

- (a) prior to the Covered Person's death to the Covered Person's estate; and
- (b) after the Covered Person's death to:
 - (1) the Covered Persons' spouse if the spouse is covered under the Policy; or, if not
 - (2) the person whose loss is the basis of the claim.

If a benefit due is payable to a minor, it will be paid to the minor's guardian.

If a benefit due is payable to the Covered Person's dependent and that dependent dies, it will be paid to the dependent's estate.

If a benefit due is payable to a Covered Person's estate, to a minor, or to a person not competent to give valid release for payment, we may pay up to \$1,000 of the benefit due to some other person. The other person will be someone related to the Covered Person by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

If the Covered Person provide us with a written release to do so, we may, at our option, pay benefits directly to the institution or person rendering hospital services; or nursing, medical or surgical services, unless the Covered Person or the person to whom the benefit is payable requests otherwise in writing no later than the time proof of loss is filed with us.

"Written release" means any written direction from the Covered Person to pay benefits to the institution or person rendering the service.

We will not require that the service be rendered by a particular institution or person.

Assignment: The Covered Person may assign the benefits of the Policy to the institution or person rendering service as allowed in the Payment of Claims provision. The Covered Person may not assign the Policy in any other way or to any other person.

Physical Examinations: While a claim is pending we have the right at our expense to have the person who has a loss examined by a physician when and as often as we feel is necessary.

Legal Actions: Legal action cannot be taken against us before 60 days following the date proof of loss is sent to us or after 3 years following the date proof of loss is due.

Monumental Life Insurance Company

Baltimore, Maryland 21201

GROUP APPLICATION FORM

APPLICANT: [XYZ Association]
[Address]

COVERAGE SELECTED:

[TRICARE][CHAMPVA] SUPPLEMENT PLANS

- PLAN A** [TRICARE ACTIVE DUTY FAMILY SUPPLEMENT PLAN]
[Plan Deductible: [[\$100] per Fiscal Year per Covered Person]]
[Family Plan Deductible: [[Double] the Plan Deductible per Fiscal Year]]
- [PLAN B** [TRICARE RESERVE SELECT SUPPLEMENT PLAN]
[Plan Deductible: [[\$100] per Fiscal Year per Covered Person]]
[Family Plan Deductible: [[Double] the Plan Deductible per Fiscal Year]]]
- [PLAN C** [TRICARE RETIREE SUPPLEMENT PLAN]
[Plan Deductible: [[\$100] per Fiscal Year per Covered Person]]
[Family Plan Deductible: [[Double] the Plan Deductible per Fiscal Year]]]
- [PLAN D** [TRICARE PRIME BENEFITS SUPPLEMENT PLAN]
[Plan Deductible: [[\$100] per Fiscal Year per Covered Person]]
[Family Plan Deductible: [[Double] the Plan Deductible per Fiscal Year]]]
- [PLAN E** [CHAMPVA SUPPLEMENT PLAN]
[Plan Deductible: [[\$100] per Fiscal Year per Covered Person]]
[Family Plan Deductible: [[Double] the Plan Deductible per Fiscal Year]]]

PREMIUM: Premiums are payable in advance and are as follows:

<u>Plan</u>	<u>Monthly Premium Rate per Insured</u>
A	\$ XXX.XX
[B	\$ XXX.XX
C	\$ XXX.XX
D	\$ XXX.XX
E	\$ XXX.XX]

This Group Application is attached to and made a part of **Group Policy Number** _____.

The Policyholder requests the **Group Policy Effective Date** of _____.

It cancels and replaces all other applications, if any, attached to the Group Policy.

Signed at _____ the ___ day of _____.

POLICYHOLDER: [XYZ Association]

Signature of Officer)

Printed Name of Officer)

Title of Officer)

Agent: _____

Monumental Life Insurance Company
A Stock Company
[Home Office: Cedar Rapids, Iowa
Administrative Office: [520 Park Avenue, Baltimore, Maryland 21201]]

ENROLLMENT FORM

[[Policyholder: [Association Trust]

[Participating Organization: XYZ Association]]

[1. Name and Address:

Branch of Service:

Member Number:

Rank / Grade:

Date of Birth:

Sex:

Telephone Number:]

[2. Spouse Name:

Spouse Date of Birth:

Child Name:

Child's Sex:

Child's Date of Birth:

Child Name:

Child's Sex:

Child's Date of Birth:]

[3. Select the coverage[s] you want:

[**Retiree and Family:** [___ TRICARE Retiree Supplement Plan]]

[**Active Duty Dependents:** [___ TRICARE Active Duty Family Supplement Plan]]

[**Dependents:** [___ CHAMPVA Supplement Plan]]

[4. Mode of Payment:

___EFT ___Monthly ___Quarterly ___Semi-Annual ___Annual]

[5. I hereby enroll myself and/or my dependents with Monumental Life Insurance Company for coverage under the [Association] [[TRICARE][CHAMPVA]] Supplement Insurance Plan. I understand that I must be a [member] of [Association] to be eligible for coverage and that my coverage will become effective on the [first day of the month following] receipt of this Enrollment Form and premium.

[I understand that any injury or sickness, whether diagnosed or undiagnosed, for which any person proposed for coverage has received medical treatment or care within [6] months immediately preceding their effective date will not be covered until that person has not received medical treatment or care for that condition during a period of [6] consecutive months ending on or after his or her effective date. After [6] months from that person's effective date, he or she will become covered regardless of any preexisting conditions he or she may have. I further understand that new conditions will be covered immediately.]]

[Applicable Fraud Warning]

Signature _____ **Date** _____

Spouse Signature _____ **Date** _____

SERFF Tracking Number: AEGX-126167939 State: Arkansas
Filing Company: Monumental Life Insurance Company State Tracking Number: 42501
Company Tracking Number: GH AR0049055F01
TOI: H05 Health - Champus/Tricare Supplement Sub-TOI: H05.000 Health - Champus/Tricare Supplement
Product Name: TRICARE SUPPLEMENT
Project Name/Number: TRICARE SUPPLEMENT/GH AR0049055F01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AEGX-126167939 State: Arkansas
 Filing Company: Monumental Life Insurance Company State Tracking Number: 42501
 Company Tracking Number: GH AR0049055F01
 TOI: H05 Health - Champus/Tricare Supplement Sub-TOI: H05.000 Health - Champus/Tricare Supplement
 Product Name: TRICARE SUPPLEMENT
 Project Name/Number: TRICARE SUPPLEMENT/GH AR0049055F01

Supporting Document Schedules

<p>Satisfied -Name: Flesch Certification Comments: Attachment: AR - READABILITY CERTIFICATION.PDF</p>	<p>Review Status: Approved-Closed 06/04/2009</p>
<p>Bypassed -Name: Application Bypass Reason: Application Form included in Forms Schedule Comments:</p>	<p>Review Status: Approved-Closed 06/04/2009</p>
<p>Satisfied -Name: MLTRC1000GP Explanation of Variability Comments: Attachment: MLTRC1000GP Explanation of Variability.PDF</p>	<p>Review Status: Approved-Closed 06/04/2009</p>
<p>Satisfied -Name: AR - NAIC TRANSMITTAL DOCUMENT Comments: Attachment: AR - NAIC TRANSMITTAL DOCUMENT.PDF</p>	<p>Review Status: Approved-Closed 06/04/2009</p>

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Monumental Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
MLTRC1000GEND	46.5
MLTRC1000GP	46.6
MLTRC1000GC	47.13
MLTRC1000GA	58.98
MLTRC1000GE	47.52



Signed: _____

Name: Edward G. Weigand

Title: Assistant Secretary

Date: 5/28/2009

EXPLANATION OF VARIABILITY
MLTRC1000GP Group Policy Supplementing TRICARE Coverage

Form MLTRC1000GP Group Policy Supplementing TRICARE or CHAMPVA Coverage
Form MLTRC1000GC Group Certificate Supplementing TRICARE or CHAMPVA Coverage

Policy/Certificate Cover Page

- Administrative Office address will appear as shown. This item may vary depending on the location and phone number of the office that will administer the policy.

Policy/Certificate Cover Page - Group Policy Schedule Data

- The *POLICYHOLDER*, *PARTICIPATING ORGANIZATION*, *POLICY NUMBER*, *POLICY EFFECTIVE DATE* and *POLICY ANNIVERSARY DATE* schedule data will vary to reflect the specific group policyholder information.
- This policy is designed to be issued to Association Groups (or Association Trust Groups with various Associations as Participating Organizations) or to Association Groups (or Association Trust Groups with various Associations as Participating Organizations). Applicable language throughout the form will reflect the specific policyholder information.

Policy/Certificate Cover Page - Table of Contents

- Inclusion of contents will accurately reflect those specific provisions included in the policy, as selected by the policyholder.
- The page number references will vary to accurately reflect the appropriate page numbers where the provisions appear.

Policy/Certificate Cover Page - Subtitle

- The subtitle of the policy will reflect whether the policy provides benefits supplementing TRICARE or CHAMPVA. The nature of TRICARE and CHAMPVA require certain definitions and items within certain provisions to be unique therefore the issued policy will reflect the specifics to the product issued.

Policy -ELIGIBILITY

- Eligibility parameters will reflect the requirements of the TRICARE or CHAMPVA program parameters.
- Use of MEMBER or EMPLOYEE will be contingent on the policyholder, i.e. member will be utilized when an Association is the policyholder.

Policy -ELIGIBILITY LIMITATIONS

- Eligibility limitations will reflect the requirements of the TRICARE or CHAMPVA program parameters.

Policy -BENEFITS AND AMOUNTS

- The selected TRICARE or CHAMPVA Supplement Plan will be shown, as selected by the Policyholder or Participating Organization.

Certificate Schedule Page Data

- The *BILLING INFORMATION*, *POLICYHOLDER*, *PARTICIPATING ORGANIZATION*, *POLICY NUMBER*, *CERTIFICATE NUMBER*, *EFFECTIVE DATE* and *PLAN INFORMATION* schedule data will vary to reflect the specific information applicable to the covered persons.

DEFINITIONS

- Certain definitions will be included if the policy supplements TRICARE coverage. Those definitions typically reference TRICARE.
- Certain definitions will be included if the policy supplements CHAMPVA coverage. Those definitions typically reference CHAMPVA.

INSURED PERSON PERIOD OF COVERAGE

- This section will be included in all policies supplementing TRIACRE coverage.
- This section will not be included in policies supplementing CHAMPVA coverage as the “member” is not an insured person in that case, by the nature of CHAMPVA coverage parameters.

DEPENDENT PERSON PERIOD OF COVERAGE

- This section will be included in all policies supplementing TRICARE coverage.

- Dependent Termination conditions will reflect conditions based on the policyholder and type of supplemental coverage provided by the policy.
- Dependent children ages will reflect the requirements based on the type of supplemental coverage provided by the policy.
- Covered Dependent Continuation, Widow or Widower's Continuation and Survivor Continuation Benefit provisions will be included in TRICARE supplemental policies.

SUPPLEMENTAL PLANS

- This section will reflect the specific supplemental benefit plans as selected by the Policyholder or Participating Organization.
- Reference to "Plan Deductible" again will appear if such is included in the specific supplemental benefit plans as selected by the Policyholder or Participating Organization.
- Other variable items will reflect the specific supplemental benefit plans as selected by the Policyholder or Participating Organization.

PLAN CONVERSIONS

- This section will be included in policies providing applicable TRICARE supplemental coverage.

EXTENSION OF BENEFITS

- Reference to the applicable plan will reflect the specific coverage provided by the policy.

LIMITATIONS

- Variables in the Nervous, Mental, Emotional Disorder, Alcoholism, and Drug Addiction Limits will reflect the applicable parameters based on whether the policy supplements TRIACRE coverage or CHAMPVA coverage. Such limits are set by those programs.
- Other limitation provisions will be included based on whether the policy supplements TRIACRE coverage or CHAMPVA coverage. Such limits are allowed by those programs.

PRE-EXISTING CONDITION LIMITATION

- This limitation will be included if selected by the policyholder.
- The pre-existing look back timeframe is selected by the policyholder from a range of 6 to 24 months.
- The waiver of the pre-existing condition limitations will be available to certain TRICARE supplemental plans.

EXCLUSIONS

- Variables in the Exclusions will reflect the applicable parameters based on whether the policy supplements TRIACRE coverage or CHAMPVA coverage. Such limits are set by those programs.

CLAIMS PROVISIONS

- Reference to a Plan Administrator will be included if such is the case.

GROUP POLICY PROVISIONS

- Reference to Participating Organization will be included if such is the case.

Form MLTRC1000GA Group Application

- The *APPLICANT*, *PLANS* and *PREMIUM* data will vary to reflect the specific group policyholder information.

Form MLTRC1000GE Enrollment Form

- The *POLICYHOLDER*, *ENROLLEE*, and *PLANS* and other data will vary to reflect the specific plan(s) offered to eligible members of the policyholder.
- Reference to the Pre-existing Condition Limitation will be included and reflect that limitation's parameters if such is included in the specific group policy.

Form MLTRC1000GEND Endorsement Form

- This form will be used to amend a policy and/or certificate for changes agreed to by the policyholder and us.
- Such changes include:
- Addition of supplement plans;
- Deletion of supplement plan;
- Revisions to supplement plan configuration – addition of a Plan Deductible;
- Revisions to supplement plan configuration – change to a Plan Deductible;
- Revisions to supplement plan configuration – deletion of a Plan Deductible;
- Other revisions at time of renewal.

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	Arkansas
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2.	Department Use Only	
	State Tracking ID	

3. Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
Monumental Life Insurance Company 4333 Edgewood Road, N.E. Cedar Rapids IA 52499	IA		468	66281	52-0419790	

4. Contact Name & Address	Telephone #	Fax #	E-mail Address
Edward G. Weigand 520 Park Avenue Baltimore MD 21201	800-233-4624 Ext. 5265	410-209-5910	eweigand@aegonusa.com

5. Requested Filing Mode	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
---------------------------------	--

6. Company Tracking Number	GH AR0049055F01
-----------------------------------	-----------------

7.	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission Previous file # _____
-----------	--

8. Market	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise	
	Group	<input type="checkbox"/> Small <input checked="" type="checkbox"/> Large <input type="checkbox"/> Small and Large <input checked="" type="checkbox"/> Employer <input checked="" type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____

9. Type of Insurance	H05 Health - Champus/Tricare Supplement
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10. Product Coding Matrix Filing Code	H05.000 Health - Champus/Tricare Supplement
--	---

11. Submitted Documents	<input checked="" type="checkbox"/> FORMS <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input checked="" type="checkbox"/> Certificate <input checked="" type="checkbox"/> Application/Enrollment <input checked="" type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other: _____ <input type="checkbox"/> RATES <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate <input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____ SUPPORTING DOCUMENTATION <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreement <input checked="" type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other: _____
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12.	Filing Submission Date	5/28/2009
13.	Filing Fee (If required)	Amount _____ Check Date _____ Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check Number _____
14.	Date of Domiciliary Approval	Pending
15.	Filing Description:	
<p>Enclosed are the above-referenced forms for your review and approval. These are new forms which do not replace any existing forms.</p> <p>Group Policy Form MLTRC1000GP provides supplemental coverage of the TRICARE and/or CHAMPVA programs. The policy is designed to provide supplemental coverage for the various insurance programs provided to eligible military personnel (both active and retired) and their dependents covered under the TRICARE and CHAMPVA programs. The coverage is marketed through sponsoring service associations and employer groups on a mass-marketed, direct mail basis.</p> <p>Group Policy Form MLTRC1000GP is the over riding group policy form providing the supplement coverage that will be selected by the applicable policyholders. Group Application Form MLTRC1000GA is the master application executed by the policyholder. Group Certificate Form MLTRC1000GC is the certificate of insurance that will be provided to each insured member or employee eligible under the group policy. Group Enrollment Form MLTRC1000GE is the enrollment form that will be used by eligible members or employees to enroll for coverage under the group policy. Endorsement Form MLTRC1000GEND will be used to amendment the group policy to amke a change (especially at renewal) that is agreed upon by the poliyholder and us.</p> <p>Bracketed information throughout the forms is intended to be variable. An explanation of variability is included.</p> <p>Completed filing forms are attached.</p> <p>Your earliest consideration would be appreciated.</p>		

16.	Certification (If required)	
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p> <p>Print Name <u>Edward G. Weigand</u> Title <u>Director, Product Filing, Compliance and Licensing</u></p> <p>Signature  Date <u>5/28/2009</u></p>		

SERFF Tracking Number: AEGX-126167939 State: Arkansas
 Filing Company: Monumental Life Insurance Company State Tracking Number: 42501
 Company Tracking Number: GH AR0049055F01
 TOI: H05 Health - Champus/Tricare Supplement Sub-TOI: H05.000 Health - Champus/Tricare Supplement
 Product Name: TRICARE SUPPLEMENT
 Project Name/Number: TRICARE SUPPLEMENT/GH AR0049055F01

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Group Tricare Supplement Insurance Policy	05/28/2009	MLTRC1000GP.PDF
No original date	Form	Group Tricare Supplement Certificate of Insurance	05/28/2009	MLTRC1000GC.PDF

Monumental Life Insurance Company

A Stock Company

Home Office: Cedar Rapids, Iowa

Administrative Office: [520 Park Avenue, Baltimore, Maryland 21201]

GROUP POLICY

Policyholder: [[XYZ Association]][Association Trust][ABC Employer][Employer Trust]]
[Participating Organization: XYZ Association][ABC Employer]]
Policy Number: [MZ12345]
Policy Effective Date: [October 1, 2009]
Policy Anniversary Date: [October 1 of each year beginning in 2010]

Monumental Life Insurance Company (“we”, “our” or “us”) has issued this Policy to the Policyholder shown above. This Policy is issued in consideration of a completed application and payment of premiums as provided by its terms. We agree to pay benefits in accordance with all the provisions of this Policy.

EFFECTIVE DATE AND RENEWAL AGREEMENT

EFFECTIVE DATE. This Policy and the insurance provided by it become effective 12:01 A.M. Standard Time at the Policyholder's address on the Effective Date shown above.

RIGHT TO RENEW. This Policy is renewable at the Policyholder's option or our option subject to the payment of premiums when due. Please refer to the Policy Cancellation section of the Group Policy Provisions. A Covered Person may renew insurance subject to the Period of Coverage provisions.

This coverage is subject to the exclusions, and to all other terms of this policy. This Policy will be governed by the laws of the state in which it is delivered.

This Policy is executed on the Effective Date shown above at Cedar Rapids, Iowa.



Secretary



President

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GROUP [[TRICARE][CHAMPVA]] SUPPLEMENT COVERAGE

POLICY SCHEDULE SECTION

ELIGIBILITY

Eligible Persons: Eligible Persons are described below and are eligible for the Supplement Plan stated across from their description. Each person who is a Member, Spouse or Child, as defined, is eligible under this Policy subject to the Eligibility Limitations. An Eligible Person may be covered under only one Supplement Plan. If a person qualifies for a Supplement Plan under more than one description of Eligible Person (Member, Spouse, Child), that person may only be covered once under such Supplement Plan.

<u>CLASS</u>	<u>MEMBERS</u>	<u>[[TRICARE][CHAMPVA]] Supplemental Plan</u>
	<p>“Member” means a [[member][employee]] of the [[Policyholder][Organization]] [who is under age 65][rwho sponsors the Member’s eligible dependents for coverage under this Policy].</p>	
1 A	<p>[Members who are: on Active Duty</p>	Not Available
1 B	Covered by TRICARE	[TRICARE Retiree Supplement Plan]
1 C	not covered by TRICARE	Not Available]

CLASS SPOUSES

“Spouse” means a Member’s spouse who is under age 65[and a CHAMPVA benefits recipient], but not a spouse from whom the Member is legally separated or divorced [unless the Member is required to provide coverage for such spouse by court decree]. “Spouse” also means a widow, widower, or former spouse [[as defined by TRICARE]][of a Member if the spouse is a member of the [[Organization][Policyholder]]]. [Spouses who are not covered by TRICARE are **not** eligible for coverage under this Policy.] [Spouses over age 65 are also eligible if documentation from the Social Security Administration certifying their non-entitlement to or exhaustion of Medicare Part A benefits is submitted with their enrollment form.]

2 A	<p>Spouses who are: covered by [[TRICARE][CHAMPVA]]</p>	<p>[[TRICARE Active Duty Family Supplement Plan] [TRICARE Retiree Supplement Plan] [CHAMPVA Supplement Plan]]</p>
2 B	not covered by [[TRICARE][CHAMPVA]]	Not Available

CLASS CHILD

“Child” means the Member’s or Member’s Spouse’s unmarried child[and a CHAMPVA benefits recipient]. The child must be dependent on the Member or Member’s Spouse for at least one-half support. The word “Child” includes stepchild or legally adopted child.

A legitimate Child who is:

- | | | |
|------------|---|---|
| 3 A | covered by [[TRICARE]][CHAMPVA]] and:
(1) under age [[21]][18]] ; or
(2) age [[21]][18]] or over, but under 23 if enrolled full time in a school of higher learning. | [[TRICARE Active Duty Family Supplement Plan]]
[[TRICARE Retiree Supplement Plan]]
[[CHAMPVA Supplement Plan]] |
| 3 B | not covered by [[TRICARE]][CHAMPVA]] | Not Available |

Eligibility Limitations:

Eligibility Rules by Plan: The following rules apply to eligibility under the indicated Plans of this Policy. Any exception is stated to the right of each rule.

[[TRICARE]][CHAMPVA]] SUPPLEMENT PLANS

- | <u>Rule</u> | <u>Exception</u> |
|--|---|
| [1. A Member must be covered under a [[TRICARE]][CHAMPVA]] Plan for the Member's Spouse or Child to be covered under it. | Rule 1 does not apply to a Spouse of Child of:
a) an Active Duty Member;
b) a Service Disabled Member;
c) a Member who is covered by Medicare[;
d) a Member who is covered under an Employer Health Program or an Individually Purchased Health Plan].] |
| [2. The Spouse and Child of an Active Duty Member may only be covered by an Active Duty Family Plan. | Rule 2 – NO EXCEPTIONS] |
| [3. The Spouse and Child of a Member who has been rated permanently and totally disabled for a service-connected disability by a VA regional office or who has died from a VA-rated service connected disability may only be covered by a CHAMPVA Supplement Plan. | Rule 3 – NO EXCEPTIONS] |

BENEFITS AND AMOUNTS

Benefits and Amounts: The Covered Person's Plan will be as elected from this Schedule. The election must be in accordance with the Eligibility provisions and all other terms of this Policy.

[[TRICARE]][CHAMPVA]] SUPPLEMENT PLANS

[[TRICARE ACTIVE DUTY FAMILY SUPPLEMENT PLAN]]
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[Double] the Plan Deductible per Fiscal Year]]**

[[TRICARE RESERVE SELECT SUPPLEMENT PLAN]]
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[Double] the Plan Deductible per Fiscal Year]]**

[[TRICARE RETIREE SUPPLEMENT PLAN]]
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[Double] the Plan Deductible per Fiscal Year]]**

[[TRICARE PRIME BENEFITS SUPPLEMENT PLAN]]
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[Double] the Plan Deductible per Fiscal Year]]**

[[CHAMPVA SUPPLEMENT PLAN]]
 [Plan Deductible: **[[[\$100] per Fiscal Year per Covered Person]]**
 [Family Plan Deductible: **[[Double] the Plan Deductible per Fiscal Year]]**

GENERAL DEFINITIONS

[Active Duty] means active duty in a Uniformed Service of the United States for more than 30 days.]

[Active Duty Member] means a member of the [[Organization]][Policyholder]] who is on Active Duty.]

Age means the age a Covered Person has attained on any Premium Due Date.

Calendar Year means a period of 12 months in a row, starting on January 1 and ending on December 31 of the same year.

[CHAMPUS] means: (a) the Military Medical Benefits Amendments of 1966 (Public Law 89-614); or (b) Section 613 of the Veterans Health Care Expansion Act of 1973 (Public Law 93-89), also known as CHAMPVA; as amended. CHAMPUS is an acronym for the Civilian Health and Medical Program of the Uniformed Services.]

[CHAMPVA] means the Civilian Health and Medical Program of the Department of Veterans Affairs, established by Section 613 of the Veterans Health Care Expansion Act of 1973 (Public Law 93-89), as amended.]

[CHAMPVA Allowed Amount] means the amount CHAMPVA determines is a reasonable charge for a Covered Expense. It may be less than the actual charge. The CHAMPVA Allowed Amount will not exceed the CHAMPVA DRG Amount, if the Covered Expenses are subject to the CHAMPVA DRG.]

[CHAMPVA Cap] means the amount CHAMPVA determines is the limit for expenses applied to the CHAMPVA Outpatient Deductible and CHAMPVA Covered Expenses subject to coinsurance for all members of a family in a Calendar Year. After a family has incurred Covered Expenses which meet the CHAMPVA Cap, CHAMPVA will increase its rate of payment to 100% of the CHAMPVA Allowed Amount for all members of such family.]

[CHAMPVA Diagnostic Related Group (DRG)] means a system adopted by CHAMPVA establishing a relative value to hospitalizations based on the Covered Person's diagnosis and the customary costs for Inpatient hospital services connected with such diagnosis. The value assigned forms the basis for CHAMPVA benefit payments for the hospital confinement regardless of actual cost. We will recognize the DRG as the cost of the hospital confinement if CHAMPVA so recognizes it.]

[CHAMPVA Per Diem Charge] means the fixed daily amount CHAMPVA uses to determine the Covered Person's cost share for each continuous Confinement in a Civilian Hospital or Skilled Nursing Facility.]

Civilian Hospital means any Hospital, as defined, other than a Government Hospital.

Confined or Confinement means being an Inpatient in a Hospital or Skilled Nursing Facility due to Sickness or Injury.

Covered Expense means the reasonable expense incurred by a Covered Person for needed medical or surgical treatment, services or supplies. The expense must be: (a) incurred for the sole purpose of treating The Covered Person's Injury or Sickness; (b) prescribed by the Covered Person's attending physician, except for routine nursing services; and (c) incurred while the Covered Person is an Inpatient in the Hospital to be covered under an Inpatient Benefit; or (d) incurred while the Covered Person is not confined as an Inpatient in a Hospital to be covered under an Outpatient Benefit. In addition, the expense must be incurred: (a) by the Covered Person while the Covered Person is covered under such benefit; (b) for a Confinement, service, supply that is covered under [[TRICARE]][CHAMPVA]].

[Covered Expense in Excess of the TRICARE Allowed Amount] means the difference between the TRICARE Allowed Amount for an expense and the actual charge, but only if: (a) the Allowed portion is a Covered Expense under such benefit; and (b) the non-participating doctor or supplier will not reduce the Covered Person's charge to the Allowed Amount. [It also does not include any part of a charge that is more than [115%] of what TRICARE allows.]]

Covered Person means [a Member][,] [the Member's Eligible Spouse] [and] [the Member's Eligible Child], while such person is covered under this Policy.

Daily Subsistence Charge means the current amount that the Department of Defense determines is applicable to a day of confinement in a Uniformed Services Hospital.

[Employer Health Program means a program to or sponsored by a Covered Person's employer which provides coverage for basic hospital, medical or surgical expenses incurred as a result of injury or sickness. Such program may be an insurance policy, a hospital or medical service contract, a Blue Cross or Blue Shield contract, a medical practice or other prepayment plan, or a managed care plan.]

Fiscal Year means the Federal Government's 12-month accounting period. Currently, that is the period from October 1st of one year to September 30th of the next year.

Government Hospital means a Service Hospital or any other hospital owned by the Federal Government [including Veterans Administration Facilities].

Hospital means an institution which [[TRICARE][CHAMPVA]] recognizes as a hospital.

Injury means bodily injury of a Covered Person resulting from an accident.

Inpatient means confinement in a Hospital [or Skilled Nursing Facility] for which the Covered Person is charged at least one full day's room and board.

[Insured Person means a Member covered under this Policy.]

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act of 1965, as amended.

Member means a [[member][employee]] of the [[Organization][Policyholder]] [who sponsors the Member's eligible dependents for coverage under this Policy. In the event the sponsor is deceased, Member means the Member's widow(er) who is a member of the [[Organization][Policyholder]] and is covered under this Policy].

[Organization means the Participating Organization named on the first page of this Policy.]

Outpatient means a Covered Person's treatment for Injury or Sickness on a day that Covered Person is not Confined.

Outpatient Deductible means the Outpatient deductible as defined and determined by [[TRICARE][CHAMPVA]].

Period of Confinement means an interval of time during which the Covered Person is an Inpatient in a Hospital [or Skilled Nursing Facility]. A Period of Confinement: (a) begins on the date the Covered Person is admitted to a Hospital [or Skilled Nursing Facility] while the Covered Person is covered by the Policy; and (b) ends of the date the Covered Person is discharged from the Hospital [or Skilled Nursing Facility].

Physician means a legally qualified physician or surgeon or other practitioner who is recognized by [[TRICARE][CHAMPVA]].

Plan Administrator means: [Name and Address of Plan Administrator].

[Plan Deductible means: under the [TRICARE Active Duty Family Supplement Plan], a [\$100] Plan Deductible is [[the deductible amount] applied to each Covered Person's expenses each Fiscal Year [under the TRICARE Active Duty Family Supplement Plan]. [Once Covered Persons in a family have collectively satisfied [[double] the applicable amount], no further deductible amount shall apply for that family for the remainder of the Fiscal Year. The Plan Deductible amount per Covered Person and family is shown on the Certificate Schedule.] [For the purposes of this definition, the term "family" means all members of your immediate family covered under the Policy referred to as Covered Persons.] [The Plan Deductible may only be satisfied by: (a) with respect to Inpatient charges, any TRICARE Inpatient copayment or cost sharing charges; and (b) with respect to Outpatient charges: any TRICARE Outpatient copayment or cost sharing charges [and expenses applied to the TRICARE Outpatient Deductible.]]]

Policyholder means the legal entity in whose name this Policy is issued, as shown on the first page of this Policy.

Request means a written request made on the form we [or the Plan Administrator] furnish for making the request.

[Retiree or Retired Member means a member of the [[Organization][Policyholder]] who is retired [from Active Duty and is covered by TRICARE.]

Service means Uniformed Service of the United States.

[Service Disabled Member means a member of the [[Organization]][Policyholder]] who has a service-related total disability as determined by the Veteran's Administration.]

Service Hospital means: (a) a U.S. Military Service hospital; or (b) a U.S. Public Health Service hospital.

Sickness means: (a) a Covered Person's sickness or disease including pregnancy; or (b) Well Baby Care, as defined.

Skilled Nursing Facility means one which: (a) is approved by Medicare or is qualified to receive approval by Medicare if so required; (b) operates pursuant to law; (c) primarily and continuously provides skilled nursing care and related services to persons convalescing from Sickness or Injury on an Inpatient basis for which a charge is made; (d) provides 24-hour-a-day nursing service by or under the supervision of registered nurses (R.N.); (e) provides adequate procedures for the administration of drugs; (f) maintains daily medical records of each patient; and (g) provides each patient with a planned program of medical care and treatment by or under the supervision of a Physician. Skilled Nursing Facility does not mean: (a) a hospital; (b) a place for rest, custodial care, or the aged; or (c) a place for the treatment of mental disease, drug addicts or alcoholics.

Totally Disabled means disabled by an injury or Sickness that continuously confines the Covered Person: (a) in a Hospital; (b) in a Skilled Nursing Facility; or (c) indoors under the regular care and attendance of a physician. Total Disability will not be ended: (a) by going to and from a doctor's office of Hospital for treatment; or (b) by resting out-of-doors at home; if advised to do so by a Physician.

[TRICARE means the Department of Defense regional managed care program for members of the uniformed services and their families, and survivors and retired members and their families. TRICARE provides TRICARE beneficiaries three choices for their health care delivery: TRICARE Standard, a fee-for-service option which is the same as the former standard CHAMPUS program; TRICARE Extra, a preferred provider option which offers discounts; and TRICARE PRIME, an enrolled health maintenance organization (HMO) option.]

[TRICARE Allowed Amount means the amount TRICARE determines is a reasonable charge for a Covered Expense. It may be less than the actual charge. The TRICARE Allowed Amount will not exceed the TRICARE DRG Amount, if the Covered Expenses are subject to the TRICARE DRG.]

[TRICARE Cap means the amount TRICARE determines is the limit for expenses applied to the TRICARE Outpatient Deductible and TRICARE Covered Expenses subject to coinsurance for all members of a family in a Fiscal Year. After a family has incurred Covered Expenses which meet the TRICARE Cap, TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount for all members of such family.]

[TRICARE Diagnostic Related Group (DRG) means a system adopted by TRICARE establishing a relative value to hospitalizations based on the Covered Person's diagnosis and the customary costs for Inpatient hospital services connected with such diagnosis. The value assigned forms the basis for TRICARE benefit payments for the hospital confinement regardless of actual cost. We will recognize the DRG as the cost of the hospital confinement if TRICARE so recognizes it.]

[TRICARE Extra means the preferred provider option of TRICARE which offers discounts when a TRICARE beneficiary uses a civilian preferred network provider. TRICARE beneficiaries do not enroll in TRICARE Extra, but may participate in TRICARE Extra on a case-by-case basis.]

[TRICARE Extra Contracted Fee means the preferred network provider's discounted allowable amount.]

[TRICARE Per Diem Charge means the fixed daily amount TRICARE uses to determine the Covered Person's cost share for each continuous Confinement in a Civilian Hospital or Skilled Nursing Facility.]

[TRICARE PRIME means the health maintenance organization (HMO) option of TRICARE which requires enrollment of the TRICARE beneficiary.]

[TRICARE Standard means the fee-for-service option of TRICARE.]

Well Baby Care means expenses incurred during the first [[2 years (730 days)][5 years]] after birth for: (a) newborn examination; (b) PKU tests; (c) newborn circumcision; (d) medical history and physical exams; (e)

discussion and counseling by a physician; (f) vision, hearing, and dental screening; (g) developmental appraisal; (h) immunizations; (i) tuberculin tests; and (j) hematocrits and hemoglobin and urinalysis. Well Baby Care does not include the Hospital's charge for nursery care of a well newborn.

[INSURED PERSON PERIOD OF COVERAGE

Insured Person's Effective Date: Subject to the Deferred Effective Date provision, an eligible Member will become covered by this Policy on: (a) the Policy Effective Date if we receive the eligible Member's Request for coverage prior to the Policy Effective Date; or (b) the first day of the month after we receive the Request if it is received at any other time; provided the required premium is paid.

Deferred Effective Date for Insured Person: If on the date the Member is to become covered under this Policy, the Member is confined in a Hospital, the Member's coverage will be deferred until the first day after the Member is discharged.

Request for Change in Insured Person's Coverage: If the Member's Requests a change in coverage, the change will become effective on the first day of the month on or after the date we receive the Request, provided the required premium is paid. No change will be made if the Member is not eligible for the change requested.

Insured Person Termination: The Insured Person's coverage under this Policy will cease on the first to occur of:

- (1) the date this Policy terminates[, or the date the Organization ceases to be a Participating Organization of the Policyholder];
- (2) the date the required premium is not paid, subject to the Grace Period provision;
- (3) the first [[day of the month on or next following][premium due date on or next following]] the date the Member ceases to be a [[member][employee]] of the [[Organization][Policyholder]];
- (4) the first [[day of the month on or next following][premium due date on or next following]] the date the Member ceases to be eligible for the Plan under which the Member is covered;
- (5) the date we or the [[Policyholder][Participating Organization]] cancel coverage for a Class of Eligible Person to which the Insured Person belongs;
- (6) [the date the Insured Person attains age 65;]
- (7) [the date the Insured Person ceases to be covered under TRICARE;]
- (8) the date the Insured Person becomes eligible for Medicare unless the Insured Person resides in an area where Medicare is not available, in which case coverage will not terminate until the Insured Person returns to residency in an area where Medicare is available.

Termination of coverage will be without prejudice to any claim which originated before the effective date of termination.]

COVERED DEPENDENT PERIOD OF COVERAGE

Covered Dependent Effective Date: Subject to the Deferred Effective Date provision, an Eligible Dependent will become covered by this Policy on the later of: (a) the Policy Effective Date if we receive the Member's Request for Dependent Coverage prior to the Policy Effective Date; [or] (b) the first day of the month after we receive the Member's Request for Dependent Coverage if it received at any other time; [or (c) the eligible Member's effective date of coverage under a Retiree Supplement Plan;] provided the required premium is paid. However, in no event will a dependent become covered under this Policy before the date the dependent qualifies as an Eligible Dependent.

Deferred Effective Date of Dependent: If, on the date that an Eligible Dependent is to become covered under this Policy, the Eligible Dependent is confined in a Hospital, coverage of that Eligible Dependent will be deferred until the first day after that Eligible Dependent is discharged. This provision does not apply to a newborn child.

Request for Change in Dependent's Coverage: If a Member Requests a change in the Member's dependent's coverage, the change will become effective on the first day of the month on or after the date we receive the Request, provided the required premium is paid. No change will be made if the Member's dependent is not eligible for the change requested.

Newborn Child: If a child is born to the Member or the Member's Covered Spouse, the child will become covered by this Policy from the moment of birth. The child will be covered for Injury or Sickness (including congenital defects, birth abnormalities and prematurity) under the same plans and benefits that apply: (a) to the Member's other child(ren), if the Member has other children covered under this Policy; or if not (b) to the Member's Spouse, if the Member's Spouse is covered under this Policy; [or if not (c) to the Member]. The child's coverage will cease on [the later of: (a) the [Premium Due Date] next following the child's effective date; or (b)] the [31st day] next following the child's effective date; unless we receive notice and the required premium to continue the child before that date.

Dependent Termination: A dependent's coverage under this Policy will cease on the first to occur of:

- (1) the date this Policy terminates[, or the date the Organization ceases to be a Participating Organization of the Policyholder];
- (2) the date the required premium is not paid, subject to the Grace Period provision;
- (3) [the date the Member or the Member's widow(er) terminates membership in the Participating Organization;]
- (4) the first [[day of the month on or next following][premium due date on or next following]] the date the dependent ceases to be an Eligible Spouse or an Eligible Child;
- (5) [the first [[day of the month on or next following][premium due date on or next following]] the date the dependent ceases to be eligible for the Plan under which the dependent is covered;]
- (6) the date we or the [[Policyholder][Participating Organization]] cancel coverage for a Class of Eligible Person to which the dependent belongs;
- (7) [the date the Member ceases to be covered, subject to the Covered Dependent Continuation provision (this will not apply to the Spouse or Child of an Active Duty Member or a Service Disabled Member);]
- (8) [the first [[day of the month on or next following][premium due date on or next following]] the date the dependent ceases to be covered by CHAMPVA;]
- (9) the date the dependent becomes eligible for Medicare unless the dependent resides in an area where Medicare is not available, in which case coverage will not terminate until the dependent returns to residency in an area where Medicare is available;
- (10) if a child, the date the child attains age [[21][18]] or age 23 if the child is enrolled full time at a school of higher learning[;]
- (11) the date a dependent ceases to be covered under TRICARE[;]
- (12) [the date a dependent attains age 65].

Termination of coverage will be without prejudice to any claim which originated before the effective date of termination.

Incapacitated Child Continuation: If on the date a child reaches age [[21][18]] or 23 (if a full-time student), the child is: (a) covered under this Policy; (b) mentally retarded or physically handicapped and incapable of earning his or her own living; and (c) unmarried and primarily dependent on the Member for support and maintenance; the child's coverage will not terminate solely due to age. But the Member must give us written notice of the incapacity within 31 days of the termination date. Coverage will continue as long as: (a) the child qualifies as an incapacitated child; and (b) the required premium is paid. We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year.

[Covered Dependent Continuation: If a Member's Dependent Coverage under this Policy will terminate because the Member's coverage ends due to Medicare eligibility[, attainment of age 65,] or the Member's death, then the Member's spouse may continue the coverage for any of the Member's Dependents who are covered under this Policy on the date the Member's coverage ceases. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the date coverage terminates. Solely for the purposes of continuing the coverage, the Spouse may be considered the Member. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of this Policy. Any coverage continued under this provision due to the Member's death will terminate on the Premium due Date on or next following the date the Spouse remarries.]

[Widow or Widower's Continuation: If a Member dies while the Member's Spouse is covered under this Policy, the Member's Spouse may continue: (a) the Member's Spouse's coverage; and (b) coverage for any of the Member's Dependents who are covered under this Policy on the date of the Member's death. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the Member's date of death. Solely for the purposes of continuing the coverage, the Spouse may be considered the Member. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of this Policy. Any coverage continued by this Widow or Widower's Continuation provision will terminate on the Premium due Date on or next following the date the Spouse remarries.]

[Survivor Continuation Benefit: In the event of a Member's death, the Member's Spouse or Child's coverage will be continued without premium payment from the Premium Due Date next following the Member's death until the earlier of: (a) the last day of the [fourth (4th)] calendar year following the first premium due date after the Member's death; (b) the date the Spouse remarries; (c) the date the Spouse attains age 65; or (d) the date coverage would end in accordance with the Dependent Termination provision. This Survivor Continuation Benefit applies only to a Spouse or Child who was covered under this Policy on the date of the Member's death. It does not apply if the Member was not covered under this Policy, unless the Member was an Active Duty Member or Service Disabled Member.]

[[TRICARE][CHAMPVA]] SUPPLEMENT PLAN[S]

[[TRICARE ACTIVE DUTY FAMILY SUPPLEMENT PLAN]

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: We will pay as follows for Covered Expenses incurred while the Covered Person is Confined in a Civilian Hospital or Skilled Nursing Facility.

For the Covered Spouse or Child of an Active Duty Member, we will pay:

Under TRICARE Standard and TRICARE Extra:

- (a) the greater of:
 - (1) the current Daily Subsistence Charge for each day of Confinement; or
 - (2) \$25 for all Confinements which are due to the same or related Sickness or Injury and separated by less than 60 days until TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE; and
- (d) incurred after the Covered Person has satisfied [the Outpatient Deductible charged by TRICARE] [and] [the Covered Person's Plan Deductible].

For the Covered Spouse or Child of an Active Duty Member, we will pay:

- (1) Under TRICARE Standard:
 - (a) [20%] of the TRICARE Allowed Amount for the Covered Expenses until the TRICARE Cap is met; and
 - (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount.
- (2) Under TRICARE Extra:
 - [15%] of the TRICARE Extra Contracted Fee for the Covered Expenses until the TRICARE Cap is met.
- (3) [Same-Day Surgery Benefit: We will pay the \$25 not paid by TRICARE for Covered Expenses which are incurred in connection with Same-Day Surgery performed:
 - (a) in a facility licensed as an ambulatory surgical center approved by TRICARE; or
 - (b) in a Hospital, provided the Hospital charges less than a full day's room and board.

"Same-Day Surgery" means a non-emergency elective surgical procedure: which would otherwise be performed on an Inpatient basis; which is performed the same day a person enters and leaves a Hospital or ambulatory surgical center; for which no overnight hospitalization is required; and for which less than a full day's charge is made for room and board services.]

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

We will not pay for expenses which are used to satisfy [the Outpatient Deductible charged by TRICARE] [or] [the Covered Person's Plan Deductible].]

[[TRICARE RESERVE SUPPLEMENT PLAN]]

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: We will pay as follows for Covered Expenses incurred while the Covered Person is Confined in a Civilian Hospital or Skilled Nursing Facility.

For the Covered Member, Covered Spouse or Covered Child, we will pay:

- (a) the greater of:
 - (1) the current Daily Subsistence Charge for each day of Confinement; or
 - (2) \$25 for all Confinements which are due to the same or related Sickness or Injury and separated by less than 60 days until TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the legal limit.

Same-Day Surgery Benefit: Until the TRICARE Cap is met, we will pay the \$25 not paid by TRICARE for Covered Expenses which are incurred in connection with Same-Day Surgery performed:

- (a) in a facility licensed as an ambulatory surgical center approved by TRICARE; or
- (b) in a Hospital, provided the Hospital charges less than a full day's room and board.

Same-Day Surgery means a non-emergency elective surgical procedure: which would otherwise be performed on an Inpatient basis; which is performed the same day a person enters and leaves a Hospital or ambulatory surgical center; for which no overnight hospitalization is required; and for which less than a full day's charge is made for room and board services.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE;
- (d) incurred after the Covered Person has satisfied the Outpatient Deductible charged by TRICARE [and the Covered Person's Plan Deductible].

For the Covered Member, Covered Spouse or Covered Child, we will pay:

- (a) [20%] of the TRICARE Allowed Amount ([15%] for care received from a TRICARE Network Provider) for the Covered Expenses until the TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the legal limit.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

No benefits are provided for covered expenses in excess of the TRICARE allowed amount unless so indicated in the Covered Person's Schedule.]

[[TRICARE RETIREE SUPPLEMENT PLAN]]

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: For Confinement in a Civilian Hospital or Skilled Nursing Facility which is subject to the TRICARE DRG, we will pay:

(1) Under TRICARE Standard:

[After the Covered Person has satisfied the Covered Person's Plan Deductible, t][T]he lesser of:

- (a) the TRICARE Per Diem Charge for the Period of Confinement; or
 - (b) [25%] of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount;
- until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, [after the Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay [25%] of the TRICARE Allowed Amount until the TRICARE Cap is met.

For all Confinements with services not subject to the TRICARE DRG, we will [NOT] pay [[100%] of all] Covered Expenses in Excess of the TRICARE Allowed Amount incurred during the Confinement.

(2) Under TRICARE Extra:

[After the Covered Person has satisfied the Covered Person's Plan Deductible, t][T]he lesser of:

- (a) the TRICARE Extra discounted TRICARE Per Diem Charge for the Period of Confinement; or
 - (b) [25%] of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount;
- until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, [after the Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay [20%] of the amount billed until the TRICARE Cap is met.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE[;];
- (d) incurred after the Covered Person has satisfied [the Covered Person's Plan Deductible] [and] [the Outpatient Deductible charged by TRICARE]].

[We will pay the expenses which are used to satisfy the Outpatient Deductible charged by TRICARE, provided that the Outpatient Deductible is satisfied after the effective date of coverage (reimbursement for the Outpatient Deductible will be prorated for a Covered Person who is covered less than a full year).]

[In addition, w][W]e will pay:

(1) Under TRICARE Standard:

- (a) [25%] of the TRICARE Allowed Amount for the Covered Expenses [after the Covered Person has satisfied the Covered Person's Plan Deductible] until the TRICARE Cap is met[;]; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount[;].

[We will NOT pay Covered Expenses in Excess of the TRICARE Allowed Amount incurred while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility.]

(2) Under TRICARE Extra:

[20%] of the TRICARE Extra Contracted Fee for the Covered Expenses [after the Covered Person has satisfied the Covered Person's Plan Deductible] until the TRICARE Cap is met.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

[We will not pay for expenses which are used to satisfy [the Outpatient Deductible charged by TRICARE] [or] [the Plan Deductible.]]

TRICARE PRIME BENEFITS SUPPLEMENT PLAN

(Applies when a Covered Person **[[enrolls][remains]]** in TRICARE PRIME but **[[does not request][is transitioning to]]** TRICARE PRIME Supplement coverage)

INPATIENT BENEFIT: If:

(a) a Covered Person **[[becomes][remains]]** enrolled in TRICARE PRIME while covered under a TRICARE/CHAMPUS Supplement which provides Inpatient benefits; and
(b) the Covered Person **[[does not change coverage][is transitioning]]** to the TRICARE PRIME Supplement; we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for a Period of Confinement in a Hospital or Skilled Nursing Facility [after the Covered Person has satisfied the Covered Person's Plan Deductible]. The Period of Confinement must begin while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for service.

OUTPATIENT BENEFIT: If:

(a) a Covered Person **[[becomes][remains]]** enrolled in TRICARE PRIME while covered under a TRICARE/CHAMPUS Supplement which provides Outpatient benefits; and
(b) the Covered Person **[[does not change coverage][is transitioning]]** to the TRICARE PRIME Supplement; we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for Covered Expenses incurred while not Confined in a Hospital or Skilled Nursing Facility [after the Covered Person has satisfied the Covered Person's Plan Deductible]. The expenses must be incurred while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for service.

POINT-OF-SERVICE BENEFIT:

[If the Covered Person exercises the Point-of-Service Option of TRICARE PRIME, the TRICARE Standard Inpatient benefit will apply and the TRICARE Standard Outpatient benefit will apply. The TRICARE Point-of-Service Outpatient Deductible must be satisfied before Outpatient benefits are payable.]

[If the Covered Person exercises the Point-of-Service Option of TRICARE PRIME, we will pay:

- (a) the expenses which are used to satisfy [50%] of the annual TRICARE Point-of-Service Deductible; and
- (b) the Cost-Share Amount for Inpatient services and Outpatient services, after the Point-of-Service Deductible for such expenses has been satisfied; and
- (c) [100%] of all Covered Excess Charges.]

["Covered Excess Charges" does not include any part of a charge that is not only more than TRICARE allows, but also more than we determine is the Reasonable and Customary Community Standard Level.]

["Reasonable and Customary Community Standard Level" means the part of a charge that we determine is reasonable and customary in the locale involved.]

This benefit does not cover any expenses applied to the TRICARE PRIME annual enrollment fee.

Benefits paid under this TRICARE PRIME benefit will be in lieu of any benefits payable under the TRICARE Supplement Inpatient or Outpatient Benefit.]

[[CHAMPVA SUPPLEMENT PLAN]]

INPATIENT BENEFIT: We will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by CHAMPVA.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital, if such charge is made.

Benefits in a Civilian Hospital or Skilled Nursing Facility: For Confinement in a Civilian Hospital or Skilled Nursing Facility which is subject to the CHAMPVA DRG, we will pay the lesser of:

- (a) the CHAMPVA Per Diem Charge for the Period of Confinement; or
- (b) [25%] of the amount billed for Covered Expenses, not to exceed the CHAMPVA DRG Amount;

until the CHAMPVA Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the CHAMPVA DRG, we will pay [25%] of the CHAMPVA Allowed Amount until the CHAMPVA Cap is met.

For Inpatient Physician Services, we will pay [25%] of the CHAMPVA Allowed Amount until the CHAMPVA Cap is met.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by CHAMPVA; and
- (d) incurred after the Covered Person has satisfied the Outpatient Deductible charged by CHAMPUSVA.

In addition, we will pay [25%] of the CHAMPVA Allowed Amount for the Covered Expenses, until the CHAMPVA Cap is met.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

We will not pay for expenses which are used to satisfy the Outpatient Deductible charged by CHAMPVA.]

[We will pay the Inpatient and Outpatient Covered Expenses once the Plan Deductible [for the Covered Person [and the family]] has been satisfied. Expenses incurred to satisfy the CHAMPVA Calendar Year Outpatient Deductible cannot be used to satisfy the Plan Deductible.]

[PLAN CONVERSIONS]

The following conversions are provided under this Policy. All premiums due will be adjusted according to the conversion made. The conversion will not become effective if any additional premium required is not paid.

None of the conversions will continue coverage beyond the date that it would be terminated in accordance with a Termination provision of this Policy.

[TRICARE Active Duty Family Supplement Plan] to [TRICARE Retiree Supplement Plan]: When a Member retires from Active Duty, any Spouse or Child coverage under **[TRICARE Active Duty Family Supplement Plan]** will cease.

The Member may then Request coverage under the **[TRICARE Retiree Supplement Plan]**.

The Member and the Member's Spouse or Child(ren) will become covered under the Plan of the Member's choice provided we receive the Member's Request and the required premium within 63 days of retirement.]

**EXTENSION OF BENEFITS
IF TOTALLY DISABLED WHEN COVERAGE TERMINATES**

If a Covered Person is Totally Disabled on the date the Covered Person's coverage under this Policy terminates, we will extend Inpatient benefits for expense incurred as the result of that disability until the first to occur of:

- (a) the date the Covered Person is no longer Totally Disabled; or
- (b) the 90th day from the date the Covered Person's Inpatient benefit ended.

After the 90th day, no further benefits will be paid.

If a Covered Person is Totally Disabled on the date the Covered Person's Outpatient Benefit ends, then the Covered Person's benefits under this Policy will continue up to 90 days from the date of termination.

If a Covered Person is not Totally Disabled on the date the Covered Person's **[[Outpatient Benefit][CHAMPVA Supplement Plan]]** terminates, no benefits will be provided for Outpatient expenses the Covered Person incurs after the date of termination.

The continuation will only apply to expense incurred for Injury or Sickness that caused the Total Disability.

LIMITATIONS

Nervous, Mental, Emotional Disorder, Alcoholism, and Drug Addiction Limits

The coverage provided under the Inpatient Benefits of the TRICARE Supplements for nervous, mental, emotional disorders, including alcoholism and drug addiction, is limited to:

- (a) 30 Inpatient treatment days for a Covered Person age 19 and older; or
- (b) 45 Inpatient treatment days for a Covered Person under age 19; or
- (c) 150 Inpatient treatment days in a CHAMPVA authorized Residential Treatment Center for a Covered Person under age 21;

per [[Calendar]][Fiscal] Year.

This Inpatient limit is based on the number of days [[TRICARE]][CHAMPVA] normally provides each [[Calendar]][Fiscal] Year for such confinements.

In rare instances, [[TRICARE]][CHAMPVA] extends these daily limits. If this occurs, we will limit the number of days that we provide for such Confinement to the lesser of:

- (a) the number of days [[TRICARE]][CHAMPVA] pays for such Inpatient treatment during the [[Calendar]][Fiscal]; or
- (b) 90 Inpatient days per [[Calendar]][Fiscal] Year.

The coverage provided under the Outpatient Benefits of the [[TRICARE]][CHAMPVA] Supplement Plan for:

- (a) nervous, mental, and emotional disorders; and
- (b) alcoholism and drug addiction;

is limited to \$500 during any period of [[Calendar Year]][12 consecutive months] for all such disorders.

CHAMPVA Cap

CHAMPVA will increase its rate of payment to 100% of the CHAMPVA Allowed Amount when a Covered Person has met the CHAMPVA Cap. After the CHAMPVA Cap has been met, we will not duplicate benefits by paying any part of the cost-share which is payable under CHAMPVA.]

TRICARE Cap

TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount when a Covered Person has met the TRICARE Cap. After the TRICARE Cap has been met, we will not duplicate benefits by paying any part of the cost-share which is payable under TRICARE.]

Other Insurance With Us

If a Covered Person is insured under more than one policy underwritten by us which provides TRICARE Supplement benefits, we will limit our payment of benefits to the one policy that affords the greater level of benefits.]

Non-Duplication of Coverage under Employer Health Program

If a claim payable under this Policy is also payable under an Employer Health Program with TRICARE as the secondary payor, we will limit our payment to an amount which, when added to the amounts paid by the Employer Health Program and TRICARE, will not exceed 100% of TRICARE Covered Expenses.]

Additional Coverage Limits

Coverage provided under the CHAMPVA Supplement Plan for:

- (a) routine newborn and Well Baby Care;
- (b) Hospital nursery charges for a well newborn;
- (c) dental care;
- (d) treatment for the prevention or cure of alcoholism or drug addiction; and
- (e) prosthetic devices;

will be limited to those expenses covered by CHAMPVA for such care or services.]

[PRE-EXISTING CONDITION LIMITATION

Pre-Existing Condition Defined:

Pre-Existing Condition, as used in this limitation, means any Injury or Sickness, diagnosed or undiagnosed, for which Medical Care is received by a Covered Person:

- (a) within the [6] month period prior to the Covered Person's effective date of insurance; or
- (b) with respect to the limitation for increase in coverage, within the [6] month period prior to the effective date of the Covered Person's increase in coverage.

For the purposes of this limitation, we will consider:

- (a) Medical Care received when:
 - (1) a Physician is consulted or medical advice is given; or
 - (2) Treatment is recommended or prescribed by, or received from, a Physician;
- (b) Treatment to include, but not limited to, any:
 - (1) medical examination, test, attendance, or observation;
 - (2) medical services, supplies, or equipment, including their prescription or use; or
 - (3) prescribed drugs or medicines, including their prescription or use.

All manifestations, symptoms, or findings which result:

- (a) from the same or related accident or Sickness; or
- (b) from any aggravations of accident or Sickness;

are considered to be the same accident or Sickness for the purposes of determining Pre-Existing Condition.

Conditions Prior to Effective Date: During the first [6 months] of a Covered Person's insurance, losses incurred for Pre-Existing Conditions are not covered. [This will not apply to loss that the Covered Person incurs after being free of Medical Care for the condition for a one year period (ending any time on or after the Covered Person's effective date).]

Conditions Prior to Effective Date of Increase in Coverage: During the first [6 months] following the date a Covered Person makes a change in coverage that increases the Covered Person's benefit, the increase will not be paid for Pre-Existing Conditions. [This will not apply to loss that the Covered Person incurs after being free of Medical Care for the condition for a one year period (ending any time on or after the effective date of increase).]

[WAIVER OF PRE-EXISTING CONDITION LIMITATION

Waiver for Conditions Prior to Effective Date of Coverage: Under the following conditions, the period of time required to satisfy the Pre-Existing Condition exclusion will be reduced or waived as stated:

If a Member who retires from Active Duty becomes eligible for TRICARE Retiree Supplement coverage as provided under "Plan Conversions" and Requests such coverage within 63 days of the date the Member first becomes eligible for coverage, we will credit the Member with continuity of coverage from the Member's prior effective date under the [TRICARE Active Duty Family Supplement Plan].]

EXCLUSIONS

The Policy does not cover:

1. injury or sickness resulting from war or act of war, whether war is declared or undeclared;
2. [treatment or confinement not ordered by a physician or necessary for medical care;]
3. intentionally self-inflicted injury;
4. suicide or attempted suicide, whether sane or insane (in Missouri while sane);
5. routine physical exams [, unless required for school enrollment (but not sports physicals) by a Covered Child aged 5 through 11] and immunizations, except [[that these services are covered when rendered to a Covered Child who is less than [[6 years][2 years (730 days)]] of age][when considered Well Baby Care covered by CHAMPVA][when:
 - (a) rendered to a child up to [[6 years][2 years (730 days)]] from the child's birth; or
 - (b) ordered by a Uniform Service:
 - (1) for a Covered Spouse or Child of an Active Duty Member;
 - (2) for such spouse or child's travel out of the United States due to the Member's assignment]]];
6. domiciliary or custodial care[, care received in a retirement home, rest home or halfway house];
7. [rest cures;]
8. eye refractions and routine eye exams except [[when considered Well Baby Care covered by CHAMPVA][when rendered to a child up to 2 years (730 days) from the child's birth]]];
9. eyeglasses and contact lenses;
10. prosthetic devices [(except that artificial limbs and eyes and devices which must be implanted by surgery are covered)][except those covered by TRICARE];
11. cosmetic procedures, except those resulting from Sickness or Injury while a Covered Person;
12. hearing aids[or hearing exams except when considered Well Baby Care covered by CHAMPVA];
13. orthopedic footwear;
14. care for the mentally incapacitated or physically handicapped if the care is required because the mental incapacitation or physical handicap [or the care is received by an Active Duty Member's child who is covered by the "Program for the Handicapped" under TRICARE];
15. drugs which do not require a prescription, except insulin[and other diabetic supplies];
16. [dental care unless such care is covered by TRICARE, and then only to the extent that TRICARE covers such care;]
17. any confinement, service, or supply that is not covered under [[TRICARE][CHAMPVA]];
18. [Hospital nursery charges for well newborn, except as specifically provided under TRICARE;]
19. [any routine newborn care except Well Baby Care, as defined, for a child up to [[6 years][2 years (730 days)]] from the child's birth;]
20. [[TRICARE eligible cost-share and deductible amounts][expenses]] in excess of the [[TRICARE][CHAMPVA]] Cap [except as specifically provided];
21. [expenses in excess of the [[TRICARE][CHAMPVA]] Allowed Amount [except as specifically provided];]
22. expenses which are paid in full by [[TRICARE][CHAMPVA]] [except as specifically provided];
23. [any expense or portion thereof applied the TRICARE Outpatient Deductible except as specifically provided;]
24. [treatment for the prevention or cure of alcoholism or drug addiction except as specifically provided under TRICARE[and this Policy];]
25. any part of a covered expense which the Covered Person is not legally obligated to pay [because of payment by a TRICARE alternative program];
26. [care received as part of a grant, study or research program;]
27. [care considered experimental or investigational][;]
28. [any claim under more than one of the TRICARE Supplement Plans, or under more than one Inpatient benefit or more than one Outpatient Benefit of the TRICARE Supplement Plans. If a claim is payable under more than one of the stated Plans or Benefits, payment will only be made under the one that provides the highest coverage[, subject to the Pre-Existing Condition Limitation]].

PREMIUM PROVISION

Individual Premiums: Premiums for each Covered Person are on file at the offices of the Policyholder.

Premiums are based on:

- (a) the Covered Person's effective date of coverage; and
- (b) the Covered Person's age on each Premium Due Date; and
- (c) the Plan; and/or
- (d) the Benefit Options under the Plan; and
- (e) the Premium Renewal Period (annual, semi-annual, quarterly, or monthly);

as selected by the Member.

Premiums are mutually agreed upon between the Policyholder and us.

Individual Premium Due Dates: The first premium for each Covered Person is due on the date the Covered Person becomes covered under the Policy. Each premium after the initial premium is due at the end of the period for which the Covered Person's preceding premium was paid.

Individual Grace Period: A grace period of 31 days from the Individual Premium Due Date is allowed for payment of each premium due after the initial premium. The Covered Person's insurance will be continued during the Grace Period. If the Covered Person incurs a covered loss during the Grace Period, the Member will be liable to us for payment of any premium accruing during the period we continue coverage in force under this provision. The Grace Period will not continue beyond a date stated in a Termination provision.

Policy Premium: The premium for this Policy is the sum of the Individual Premiums for each Covered Person.

Policy Premium Due Dates: The Policy Premium is payable on:

- (a) the Policy Effective Date; and
- (b) the 1st day of each month thereafter, with respect to each Covered Person whose premium becomes due on such date, subject to the Individual Grace Period provision.

Each Policy Premium is due on or in advance of the date it becomes payable. The Policy terminates on the last day of the period for which premium is paid.

Policy Payment: The Policy premiums are to be paid to us by the Policyholder. However, they may be paid to us by any other person according to mutual agreement among the other person, the Policyholder and us.

Change of Policy Premiums: We have the right on each Premium Due Date to change the rate at which further premiums will be calculated. This includes the right to change premium rates for a benefit that applies to all individuals of the same class, age, plan and effective date. Rates may be changed based on claims experience of this Policy. We will give the Policyholder [or Participating Organization] notice of any change at least 45 days before the Premium Due Date on which it is to become effective.

CLAIMS PROVISIONS

Notice of Claim: The person who has the right to claim benefits must give us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the Member's name, the Covered Person's name, this Policy number and the Certificate number. Send it to us [or give it to the Plan Administrator].

Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if written proof of the occurrence, character and extent of the loss is sent to us. Claim forms may be obtained from us [or the Plan Administrator].

Proof of Loss: Proof of loss must be sent to us in writing within 90 days after the end of each month of our liability for periodic payment claims or the date of the loss for all other claims. If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

- (a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- (b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately after we receive the proof of loss.

Payment of Claim: We will pay any benefit due and not assigned, to the Covered Person, if living. Otherwise, we will pay any benefit due for loss which occurred:

- (a) prior to the Covered Person's death to the Covered Person's estate; and
- (b) after the Covered Person's death to:
 - (1) the Covered Persons' spouse if the spouse is covered under this Policy; or, if not
 - (2) the person whose loss is the basis of the claim.

If a benefit due is payable to a minor, it will be paid to the minor's guardian. If a benefit due is payable to the Member's dependent and that dependent dies, it will be paid to the dependent's estate.

If a benefit due is payable to a Member's estate, to a minor, or to a person not competent to give valid release for payment, we may pay up to \$1,000 of the benefit due to some other person. The other person will be someone related to the Member by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

If the Member provide us with a written release to do so, we may, at our option, pay benefits directly to the institution or person rendering hospital services; or nursing, medical or surgical services, unless the Member or the person to whom the benefit is payable requests otherwise in writing no later than the time proof of loss is filed with us.

"Written release" means any written direction from the Member to pay benefits to the institution or person rendering the service. We will not require that the service be rendered by a particular institution or person.

Assignment: The Member may assign the benefits of this Policy to the institution or person rendering service as allowed in the Payment of Claims provision. The Member may not assign this Policy in any other way or to any other person.

Physical Examinations: While a claim is pending we have the right at our expense to have the person who has a loss examined by a physician when and as often as we feel is necessary.

Legal Actions: Legal action cannot be taken against us before 60 days following the date proof of loss is sent to us or after 3 years following the date proof of loss is due.

GROUP POLICY PROVISIONS

Entire Contract: The entire contract between the Policyholder and us consists of this Policy and any forms made a part of this Policy at issue.

All statements made by the Policyholder[or the Participating Organization] or the Covered Person will be deemed representations and not warranties. No statement made to effect this insurance will void the insurance or deny benefits, unless it is in writing and signed by the Policyholder or the Covered Person.

Changes: We reserve the right to make changes in this Policy. We will give the Policyholder 30 days advance written notice of any change. No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of this Policy.

Time Periods: All periods begin and end at 12:01 A.M. Standard Time at the place where this Policy is delivered.

Certificates: We will give individual certificates to the Policyholder[or the Participating Organization]; or any other person according to mutual agreement among the other person, the Policyholder[or the Participating Organization] and us; for delivery to Covered Persons. The certificates will describe the features of this Policy which are important to Covered Persons.

30 Day Right To Examine Certificate: The [[Member][Covered Person]] has a 30 day right to examine the [[Member's][Covered Person's]] certificate. If the [[Member][Covered Person]] is not satisfied, the [[Member][Covered Person]] may return it to us within 30 days of the certificate effective date. In that event, we will consider it void from the certificate effective date and any premium paid will be refunded. Any claims paid during the initial 30 day period will be deducted from the refund.

Data Furnished by Policyholder: The Policyholder, or any other person designated by the Policyholder, may keep the important insurance records on all Covered Persons. The Policyholder or its designee must give us information, when and in the manner we ask, to administer the insurance provided by this Policy. The Policyholder or designee will, upon our request, give us: the names of all persons initially eligible; the names of all additional persons who become eligible; the names of all person whose benefit is to be changed; the names of all persons whose insurance is terminated; and any data necessary to calculate premiums. The Policyholder's failure to report a person's termination of insurance does not continue the coverage beyond the date of termination. The Policyholder's insurance records will be open for our inspection at any reasonable time.

Clerical Error: Clerical error (whether by the Policyholder[, the Plan Administrator,] or us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person f that insurance would otherwise have ended or been reduced as provided by this Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

Misstatement of Age: If the Age of a Covered Person has been incorrectly stated, the premium rates will be adjusted to the correct Age of the person. If the change in Age affects the Covered Person's benefits, the benefits will be correct accordingly and the premium adjustment will take this correction into account.

Policy Cancellation: This Policy may be canceled at any time by written notice mailed or delivered by us to the Policyholder[or the Participating Organization], or by the Policyholder[or the Participating Organization] to us. If we cancel, we will mail or deliver the notice to the Policyholder[or the Participating Organization] at its last address shown in our records. If we cancel, it becomes effective on the later of the date stated in the notice, or the 31st day after we mail or deliver the notice. If the Policyholder[or the Participating Organization] cancels, it becomes effective on the later of the date we receive the notice, or the date stated in the notice. In either event we will promptly return any unearned premium paid, or the Policyholder[or the Participating Organization] will promptly pay any earned premium which has not been paid. Any earned or unearned premium will be determined on a pro rata basis. Cancellation will be without prejudice to any claim which originated prior to the effective date of the cancellation.

Not in Lieu of Worker's Compensation: This Policy does not satisfy any requirement for worker's compensation insurance.

Conformity with Law: If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

Monumental Life Insurance Company

A Stock Company

Home Office: Cedar Rapids, Iowa

Administrative Office: [520 Park Avenue, Baltimore, Maryland 21201]

CERTIFICATE OF INSURANCE

[Policyholder: [[XYZ Association]][Association Trust][ABC Employer][Employer Trust]]
[Organization: [XYZ Association][ABC Employer]]
Policy Number: [MZ12345]]

Monumental Life Insurance Company (we, us, our) has issued a Policy to the Policyholder (our name, the Policyholder name and the Policy Number are shown above). The provisions of the Policy which are important to you are summarized in this Certificate; consisting of this form, the Schedule with the most recent effective date, and any additional forms which may have been made a part of this Certificate. This Certificate replaces any certificates which may have been given to you earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy. The Policy may be inspected at the office of the Policyholder.



Secretary



President

30 DAY FREE LOOK

You have the right to examine your Certificate. If you are not satisfied, you may return it to us within 30 days of your effective date. In that event, we will consider it void from the Certificate Effective Date and any premium paid will be refunded. Any claims paid under the Policy during the initial 30 day period will be deducted from the refund.

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GROUP [[TRICARE][CHAMPVA]] SUPPLEMENT COVERAGE

Monumental Life Insurance Company
Home Office: Cedar Rapids, Iowa
Administrative Office: [520 Park Avenue, Baltimore, Maryland 21201]

SCHEDULE OF BENEFITS
(Form MLTRC1000GC)

Billing Information:

[John Doe
123 Street Address
City State Zip]

Policyholder: [[XYZ Association]][Association Trust][ABC Employer][Employer Trust]
[Organization: [XYZ Association][ABC Employer]
Policy Number: [MZ12345]

Certificate Number: [TRCSP12345]

Effective Date: [January 1, 2009]

Plan of Coverage: [TRICARE SUPPLEMENT]

Covered Persons

Member: John Doe
Spouse:
Child(ren):

Effective Date of Coverage

04/01/2009
NONE
NONE

[Plan of Coverage: [TRICARE SUPPLEMENT]

Covered Persons

Member: John Doe
Spouse:
Child(ren):

Effective Date of Coverage

04/01/2009
NONE
NONE]

[Plan Deductible: [[\\$100] Per Fiscal Year per Covered Person]

[Family Deductible: [Double] the Plan Deductible amount listed above Per Fiscal Year]]

This Schedule of Benefits is to be attached to your Certificate of Insurance and, as of [Effective Date], replaces previously issued schedules, if any.

GENERAL DEFINITIONS

[Active Duty] means active duty in a Uniformed Service of the United States for more than 30 days.]

[Active Duty Member] means a member of the [[Organization]][Policyholder]] who is on Active Duty.]

Age means the age a Covered Person has attained on any Premium Due Date.

Calendar Year means a period of 12 months in a row, starting on January 1 and ending on December 31 of the same year.

[CHAMPUS] means: (a) the Military Medical Benefits Amendments of 1966 (Public Law 89-614); or (b) Section 613 of the Veterans Health Care Expansion Act of 1973 (Public Law 93-89), also known as CHAMPVA; as amended. CHAMPUS is an acronym for the Civilian Health and Medical Program of the Uniformed Services.]

[CHAMPVA] means the Civilian Health and Medical Program of the Department of Veterans Affairs, established by Section 613 of the Veterans Health Care Expansion Act of 1973 (Public Law 93-89), as amended.]

[CHAMPVA Allowed Amount] means the amount CHAMPVA determines is a reasonable charge for a Covered Expense. It may be less than the actual charge. The CHAMPVA Allowed Amount will not exceed the CHAMPVA DRG Amount, if the Covered Expenses are subject to the CHAMPVA DRG.]

[CHAMPVA Cap] means the amount CHAMPVA determines is the limit for expenses applied to the CHAMPVA Outpatient Deductible and CHAMPVA Covered Expenses subject to coinsurance for all members of a family in a Calendar Year. After a family has incurred Covered Expenses which meet the CHAMPVA Cap, CHAMPVA will increase its rate of payment to 100% of the CHAMPVA Allowed Amount for all members of such family.]

[CHAMPVA Diagnostic Related Group (DRG)] means a system adopted by CHAMPVA establishing a relative value to hospitalizations based on the Covered Person's diagnosis and the customary costs for Inpatient hospital services connected with such diagnosis. The value assigned forms the basis for CHAMPVA benefit payments for the hospital confinement regardless of actual cost. We will recognize the DRG as the cost of the hospital confinement if CHAMPVA so recognizes it.]

[CHAMPVA Per Diem Charge] means the fixed daily amount CHAMPVA uses to determine the Covered Person's cost share for each continuous Confinement in a Civilian Hospital or Skilled Nursing Facility.]

Civilian Hospital means any Hospital, as defined, other than a Government Hospital.

Confined or Confinement means being an Inpatient in a Hospital or Skilled Nursing Facility due to Sickness or Injury.

Covered Expense means the reasonable expense incurred by a Covered Person for needed medical or surgical treatment, services or supplies. The expense must be: (a) incurred for the sole purpose of treating The Covered Person's Injury or Sickness; (b) prescribed by the Covered Person's attending physician, except for routine nursing services; and (c) incurred while the Covered Person is an Inpatient in the Hospital to be covered under an Inpatient Benefit; or (d) incurred while the Covered Person is not confined as an Inpatient in a Hospital to be covered under an Outpatient Benefit. In addition, the expense must be incurred: (a) by the Covered Person while the Covered Person is covered under such benefit; (b) for a Confinement, service, supply that is covered under [[TRICARE]][CHAMPVA]].

[Covered Expense in Excess of the TRICARE Allowed Amount] means the difference between the TRICARE Allowed Amount for an expense and the actual charge, but only if: (a) the Allowed portion is a Covered Expense under such benefit; and (b) the non-participating doctor or supplier will not reduce the Covered Person's charge to the Allowed Amount. [It also does not include any part of a charge that is more than [115%] of what TRICARE allows.]]

Covered Person means [you][,] [your Eligible Spouse] [and] [your Eligible Child], while such person is covered under the Policy.

Daily Subsistence Charge means the current amount that the Department of Defense determines is applicable to a day of confinement in a Uniformed Services Hospital.

[Employer Health Program means a program to or sponsored by a Covered Person's employer which provides coverage for basic hospital, medical or surgical expenses incurred as a result of injury or sickness. Such program may be an insurance policy, a hospital or medical service contract, a Blue Cross or Blue Shield contract, a medical practice or other prepayment plan, or a managed care plan.]

Fiscal Year means the Federal Government's 12-month accounting period. Currently, that is the period from October 1st of one year to September 30th of the next year.

Government Hospital means a Service Hospital or any other hospital owned by the Federal Government [including Veterans Administration Facilities].

Hospital means an institution which [[TRICARE][CHAMPVA]] recognizes as a hospital.

Injury means bodily injury of a Covered Person resulting from an accident.

Inpatient means confinement in a Hospital or Skilled Nursing Facility for which the Covered Person is charged at least one full day's room and board.

[Insured Person means you (your or yours), a Member of the [[Organization][Policyholder]] named on the Schedule.]

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act of 1965, as amended.

Member means you (your or yours), a [[member][employee]] of the [[Organization][Policyholder]] [who sponsors the Member's eligible dependents for coverage under the Policy. In the event the sponsor is deceased, Member means the Member's widow(er) who is a member of the [[Organization][Policyholder]] and is covered under the Policy].

[Organization means the Participating Organization named on the Schedule[and the first page of this Certificate].]

Outpatient means a Covered Person's treatment for Injury or Sickness on a day that Covered Person is not Confined.

Outpatient Deductible means the Outpatient deductible as defined and determined by [[TRICARE][CHAMPVA]].

Period of Confinement means an interval of time during which the Covered Person is an Inpatient in a Hospital [or Skilled Nursing Facility]. A Period of Confinement: (a) begins on the date the Covered Person is admitted to a Hospital [or Skilled Nursing Facility] while the Covered Person is covered by the Policy; and (b) ends of the date the Covered Person is discharged from the Hospital [or Skilled Nursing Facility].

Physician means a legally qualified physician or surgeon or other practitioner who is recognized by [[TRICARE][CHAMPVA]].

Plan Administrator means: [Name and Address of Plan Administrator].

[Plan Deductible means[: under the [TRICARE Active Duty Family Supplement Plan], a [\$100] Plan Deductible is][the deductible amount] applied to each Covered Person's expenses each Fiscal Year [under the TRICARE Active Duty Family Supplement Plan]. [Once Covered Persons in a family have collectively satisfied [[double] the applicable amount], no further deductible amount shall apply for that family for the remainder of the Fiscal Year. The Plan Deductible amount per Covered Person and family is shown on the Certificate Schedule.] [For the purposes of this definition, the term "family" means all members of your immediate family covered under the Policy referred to as Covered Persons.] [The Plan Deductible may only be satisfied by: (a) with respect to Inpatient charges, any TRICARE Inpatient copayment or cost sharing charges; and (b) with respect to Outpatient charges: any TRICARE Outpatient copayment or cost sharing charges [and expenses applied to the TRICARE Outpatient Deductible.]]]

Policyholder means the legal entity in whose name the Policy is issued, as shown on the Schedule[and the first page of this Certificate].

Request means a written request made on the form we [or the Plan Administrator] furnish for making the request.

[Retiree or Retired Member means a member of the [[Organization]][Policyholder]] who is retired from Active Duty and is covered by TRICARE.]

Service means Uniformed Service of the United States.

[Service Disabled Member means a member of the [[Organization]][Policyholder]] who has a service-related total disability as determined by the Veteran's Administration.]

Service Hospital means: (a) a U.S. Military Service hospital; or (b) a U.S. Public Health Service hospital.

Sickness means: (a) a Covered Person's sickness or disease including pregnancy; or (b) Well Baby Care, as defined.

Skilled Nursing Facility means one which: (a) is approved by Medicare or is qualified to receive approval by Medicare of so required; (b) operates pursuant to law; (c) primarily and continuously provides skilled nursing care and related services to persons convalescing from Sickness or Injury on an Inpatient basis for which a charge is made; (d) provides 24-hour-a-day nursing service by or under the supervision of registered nurses (R.N.); (e) provides adequate procedures for the administration of drugs; (f) maintains daily medical records of each patient; and (g) provides each patient with a planned program of medical care and treatment by or under the supervision of a Physician. Skilled Nursing Facility does not mean: (a) a hospital; (b) a place for rest, custodial care, or the aged; or (c) a place for the treatment of mental disease, drug addicts or alcoholics.

Totally Disabled means disabled by an injury or Sickness that continuously confines the Covered Person: (a) in a Hospital; (b) in a Skilled Nursing Facility; or (c) indoors under the regular care and attendance of a physician. Total Disability will not be ended: (a) by going to and from a doctor's office of Hospital for treatment; or (b) by resting out-of-doors at home; if advised to do so by a Physician.

[TRICARE means the Department of Defense regional managed care program for members of the uniformed services and their families, and survivors and retired members and their families. TRICARE provides TRICARE beneficiaries three choices for their health care delivery: TRICARE Standard, a fee-for-service option which is the same as the former standard CHAMPUS program; TRICARE Extra, a preferred provider option which offers discounts; and TRICARE PRIME, an enrolled health maintenance organization (HMO) option.]

[TRICARE Allowed Amount means the amount TRICARE determines is a reasonable charge for a Covered Expense. It may be less than the actual charge. The TRICARE Allowed Amount will not exceed the TRICARE DRG Amount, if the Covered Expenses are subject to the TRICARE DRG.]

[TRICARE Cap means the amount TRICARE determines is the limit for expenses applied to the TRICARE Outpatient Deductible and TRICARE Covered Expenses subject to coinsurance for all members of a family in a Fiscal Year. After a family has incurred Covered Expenses which meet the TRICARE Cap, TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount for all members of such family.]

[TRICARE Diagnostic Related Group (DRG) means a system adopted by TRICARE establishing a relative value to hospitalizations based on the Covered Person's diagnosis and the customary costs for Inpatient hospital services connected with such diagnosis. The value assigned forms the basis for TRICARE benefit payments for the hospital confinement regardless of actual cost. We will recognize the DRG as the cost of the hospital confinement if TRICARE so recognizes it.]

[TRICARE Extra means the preferred provider option of TRICARE which offers discounts when a TRICARE beneficiary uses a civilian preferred network provider. TRICARE beneficiaries do not enroll in TRICARE Extra, but may participate in TRICARE Extra on a case-by-case basis.]

[TRICARE Extra Contracted Fee means the preferred network provider's discounted allowable amount.]

[TRICARE Per Diem Charge means the fixed daily amount TRICARE uses to determine the Covered Person's cost share for each continuous Confinement in a Civilian Hospital or Skilled Nursing Facility.]

[TRICARE PRIME means the health maintenance organization (HMO) option of TRICARE which requires enrollment of the TRICARE beneficiary.]

[TRICARE Standard means the fee-for-service option of TRICARE.]

Well Baby Care means expenses incurred during the first ~~[[2 years (730 days)]~~**[[5 years]]** after birth for: (a) newborn examination; (b) PKU tests; (c) newborn circumcision; (d) medical history and physical exams; (e) discussion and counseling by a physician; (f) vision, hearing, and dental screening; (g) developmental appraisal; (h) immunizations; (i) tuberculin tests; and (j) hematocrits and hemoglobin and urinalysis. Well Baby Care does not include the Hospital's charge for nursery care of a well newborn.

[INSURED PERSON] PERIOD OF COVERAGE

[Insured Person's Effective Date: Subject to the Deferred Effective Date provision, you will become covered by the Policy on the Effective Date of the Schedule that first shows coverage for you. Coverage is shown for you by a TRICARE Supplement Plan stated across from "Member" in the Schedule. If no coverage is shown across from "Member", you are not covered under the Policy.]

[Deferred Effective Date for Insured Person: If on the date you are to become covered under the Policy, you are confined in a Hospital, your coverage will be deferred until the first day after you are discharged.]

[Request for Change in Insured Person's Coverage: If you Request a change in coverage, the change will become effective on the first day of the month on or after the date we receive the Request, provided the required premium is paid. No change will be made if you are not eligible for the change requested.]

[Insured Person Termination: Your coverage under the Policy will cease on the first to occur of:

- (1) the date the Policy terminates[, or the date the Organization ceases to be a Participating Organization of the Policyholder];
- (2) the date the required premium is not paid, subject to the Grace Period provision;
- (3) the first [[day of the month on or next following][premium due date on or next following]] the date you cease to be a [[member][employee]] of the [[Organization][Policyholder]];
- (4) the first [[day of the month on or next following][premium due date on or next following]] the date you cease to be eligible for the Plan under which the Member is covered;
- (5) the date we or the [[Policyholder][Participating Organization]] cancel coverage for a Class of Eligible Person to which you belong;
- (6) [the date you attain age 65;]
- (7) [the date you cease to be covered under TRICARE;]
- (8) the date you become eligible for Medicare unless you reside in an area where Medicare is not available, in which case coverage will not terminate until you return to residency in an area where Medicare is available.

Termination of coverage will be without prejudice to any claim which originated before the effective date of termination.]

[COVERED DEPENDENT PERIOD OF COVERAGE]

Eligible Dependents: Your Eligible Dependents are described below.

Eligible Spouse: "Spouse" means your Spouse who is under age 65[and a CHAMPVA benefits recipient], but not a spouse from whom you are legally separated or divorced [unless you are required to provide coverage for such person by a court decree]. "Spouse" also means your widow, widower, or former spouse [[as defined by TRICARE][if the spouse is a member of the [[Organization][Policyholder]]]. [Spouses who are not covered by TRICARE are **not** eligible for coverage under the Policy.] [Spouses over age 65 are also eligible if documentation from the Social Security Administration certifying their non-entitlement to or exhaustion of Medicare Part A benefits is submitted with their enrollment form.]

Eligible Child: "Child" means your or your Spouse's unmarried child who [is a CHAMPVA benefits recipient and] is dependent on you or your Spouse for at least one-half support, including a stepchild or legally adopted child[and who is under age 18 (23 if enrolled full-time in a school of higher learning)]. [A legitimate child who is covered by TRICARE and: (a) under age 21; or (b) age 21 or over, but under age 23 if enrolled full time in a school of higher learning; is eligible for coverage under the Policy. A child who is not covered by TRICARE is **not** eligible for coverage under the Policy.]

Covered Dependent Effective Date: Subject to the Deferred Effective Date provision, an Eligible Dependent will become covered by the Policy on the Certificate Effective Date that first shows coverage for the Eligible Dependent. Dependent coverage is shown in the Schedule by a [[TRICARE][CHAMPVA]] Supplement Plan stated across from the Eligible Dependent class. If no coverage is shown across from "Spouse" or "Child(ren)", the Eligible Dependent is not covered under the Policy.

Deferred Effective Date of Dependent: If, on the date that an Eligible Dependent is to become covered under the Policy, the Eligible Dependent is confined in a Hospital, coverage of that Eligible Dependent will be deferred until the first day after that Eligible Dependent is discharged. This provision does not apply to a newborn child.

Request for Change in Dependent's Coverage: If you Request a change in your dependent's coverage, the change will become effective on the first day of the month on or after the date we receive the Request, provided the required premium is paid. No change will be made if your dependent is not eligible for the change requested.

Newborn Child: If a child is born to you or your Covered Spouse, the child will become covered by the Policy from the moment of birth. The child will be covered for Injury or Sickness (including congenital defects, birth abnormalities and prematurity) under the same plans and benefits that apply: (a) to your other child(ren), if you have other children covered under the Policy; or if not (b) to your Spouse, if your Spouse is covered under the Policy[; or if not (c) to you]. The child's coverage will cease on [the later of: (a) the [Premium Due Date] next following the child's effective date; or (b)] the [31st day] next following the child's effective date; unless we receive notice and the required premium to continue the child before that date.

[Dependent]Termination: A [[dependent's][Covered Person's]] coverage under the Policy will cease on the first to occur of:

- (1) the date the Policy terminates[, or the date the Organization ceases to be a Participating Organization of the Policyholder];
- (2) the date the required premium is not paid, subject to the Grace Period provision;
- (3) [the date you or your widow(er) terminates membership in the Participating Organization;]
- (4) [the first [[day of the month on or next following][premium due date on or next following]] the date you cease to be a [[member][employee]] of the [[Organization][Policyholder]];]
- (5) the first [[day of the month on or next following][premium due date on or next following]] the date the dependent ceases to be an Eligible Spouse or an Eligible Child;
- (6) [the first [[day of the month on or next following][premium due date on or next following]] the date the [[dependent][Covered Person]] ceases to be eligible for the Plan under which the dependent is covered;]
- (7) the date we or the [[Policyholder][Participating Organization]] cancel coverage for a Class of Eligible Person to which the [[dependent][Covered Person]] belongs;
- (8) [the date you cease to be covered, subject to the Covered Dependent Continuation provision (this will not apply to the Spouse or Child of an Active Duty Member or a Service Disabled Member);]
- (9) [the first [[day of the month on or next following][premium due date on or next following]] the date the [[dependent][Covered Person]] ceases to be covered by CHAMPVA;]

- (10) the date the [[dependent][Covered Person]] becomes eligible for Medicare unless the dependent resides in an area where Medicare is not available, in which case coverage will not terminate until the dependent returns to residency in an area where Medicare is available;
- (11) if a child, the date the child attains age [[21][18]] or age 23 if the child is enrolled full time at a school of higher learning[;
- (12) the date a [[dependent][Covered Person]] ceases to be covered under TRICARE[;
- (13) [the date a [[dependent][Covered Person]] attains age 65].

Termination of coverage will be without prejudice to any claim which originated before the effective date of termination.

Incapacitated Child Continuation: If on the date a child reaches age [[21][18]] or 23 (if a full-time student), the child is: (a) covered under the Policy; (b) mentally retarded or physically handicapped and incapable of earning his or her own living; and (c) unmarried and primarily dependent on you for support and maintenance; the child's coverage will not terminate solely due to age. But you must give us written notice of the incapacity within 31 days of the termination date. Coverage will continue as long as: (a) the child qualifies as an incapacitated child; and (b) the required premium is paid. We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year.

[Covered Dependent Continuation: If your Dependent Coverage under the Policy terminates because your coverage ends due to Medicare eligibility[, attainment of age 65,] or your death, then your spouse may continue the coverage for any of your Dependents who are covered under the Policy on the date your coverage ceases. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the date coverage terminates. Solely for the purposes of continuing the coverage, the Spouse may be considered the Member. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of the Policy. Any coverage continued under this provision due to your death will terminate on the Premium due Date on or next following the date the Spouse remarries.]

[Widow or Widower's Continuation: If you die while your Spouse is covered under the Policy, your Spouse may continue: (a) your Spouse's coverage; and (b) coverage for any of your Dependents who are covered under the Policy on the date of your death. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the date of your death. Solely for the purposes of continuing the coverage, the Spouse may be considered the Member. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of the Policy. Any coverage continued by this Widow or Widower's Continuation provision will terminate on the Premium due Date on or next following the date the Spouse remarries.]

[Survivor Continuation Benefit: In the event of your death, your Spouse or Child's coverage will be continued without premium payment from the Premium Due Date next following your death until the earlier of: (a) the last day of the [fourth (4th)] calendar year following the first premium due date after your death; (b) the date the Spouse remarries; (c) the date the Spouse attains age 65; or (d) the date coverage would end in accordance with the Dependent Termination provision. This Survivor Continuation Benefit applies only to a Spouse or Child who was covered under the Policy on the date of your death. It does not apply if you were not covered under the Policy, unless you were an Active Duty Member or Service Disabled Member.]

[[TRICARE][CHAMPVA]] SUPPLEMENT PLAN[S]

[[TRICARE ACTIVE DUTY FAMILY SUPPLEMENT PLAN]

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: We will pay as follows for Covered Expenses incurred while the Covered Person is Confined in a Civilian Hospital or Skilled Nursing Facility.

For the Covered Spouse or Child of an Active Duty Member, we will pay:

Under TRICARE Standard and TRICARE Extra:

- (a) the greater of:
 - (1) the current Daily Subsistence Charge for each day of Confinement; or
 - (2) \$25 for all Confinements which are due to the same or related Sickness or Injury and separated by less than 60 days until TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE; and
- (d) incurred after the Covered Person has satisfied [the Outpatient Deductible charged by TRICARE] [and] [the Covered Person's Plan Deductible].

For the Covered Spouse or Child of an Active Duty Member, we will pay:

- (1) Under TRICARE Standard:
 - (a) [20%] of the TRICARE Allowed Amount for the Covered Expenses until the TRICARE Cap is met; and
 - (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount.
- (2) Under TRICARE Extra:
 - [15%] of the TRICARE Extra Contracted Fee for the Covered Expenses until the TRICARE Cap is met.
- (3) [Same-Day Surgery Benefit: We will pay the \$25 not paid by TRICARE for Covered Expenses which are incurred in connection with Same-Day Surgery performed:
 - (a) in a facility licensed as an ambulatory surgical center approved by TRICARE; or
 - (b) in a Hospital, provided the Hospital charges less than a full day's room and board.

"Same-Day Surgery" means a non-emergency elective surgical procedure: which would otherwise be performed on an Inpatient basis; which is performed the same day a person enters and leaves a Hospital or ambulatory surgical center; for which no overnight hospitalization is required; and for which less than a full day's charge is made for room and board services.]

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

We will not pay for expenses which are used to satisfy [the Outpatient Deductible charged by TRICARE] [or] [the Covered Person's Plan Deductible].]

TRICARE RESERVE SUPPLEMENT PLAN

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: We will pay as follows for Covered Expenses incurred while the Covered Person is Confined in a Civilian Hospital or Skilled Nursing Facility.

For the Covered Member, Covered Spouse or Covered Child, we will pay:

- (a) the greater of:
 - (1) the current Daily Subsistence Charge for each day of Confinement; or
 - (2) \$25 for all Confinements which are due to the same or related Sickness or Injury and separated by less than 60 days until TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the legal limit.

Same-Day Surgery Benefit: Until the TRICARE Cap is met, we will pay the \$25 not paid by TRICARE for Covered Expenses which are incurred in connection with Same-Day Surgery performed:

- (a) in a facility licensed as an ambulatory surgical center approved by TRICARE; or
- (b) in a Hospital, provided the Hospital charges less than a full day's room and board.

Same-Day Surgery means a non-emergency elective surgical procedure: which would otherwise be performed on an Inpatient basis; which is performed the same day a person enters and leaves a Hospital or ambulatory surgical center; for which no overnight hospitalization is required; and for which less than a full day's charge is made for room and board services.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE;
- (d) incurred after the Covered Person has satisfied the Outpatient Deductible charged by TRICARE [and the Covered Person's Plan Deductible].

For the Covered Member, Covered Spouse or Covered Child, we will pay:

- (a) [20%] of the TRICARE Allowed Amount ([15%] for care received from a TRICARE Network Provider) for the Covered Expenses until the TRICARE Cap is met; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the legal limit.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

No benefits are provided for covered expenses in excess of the TRICARE allowed amount unless so indicated in the Covered Person's Schedule.]

[[TRICARE RETIREE SUPPLEMENT PLAN]]

INPATIENT BENEFIT: [After a Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

Benefits in a Civilian Hospital or Skilled Nursing Facility: For Confinement in a Civilian Hospital or Skilled Nursing Facility which is subject to the TRICARE DRG, we will pay:

(1) Under TRICARE Standard:

[After the Covered Person has satisfied the Covered Person's Plan Deductible, t][T]he lesser of:

- (a) the TRICARE Per Diem Charge for the Period of Confinement; or
 - (b) [25%] of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount;
- until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, [after the Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay [25%] of the TRICARE Allowed Amount until the TRICARE Cap is met.

For all Confinements with services not subject to the TRICARE DRG, we will [NOT] pay [[100%] of all] Covered Expenses in Excess of the TRICARE Allowed Amount incurred during the Confinement.

(2) Under TRICARE Extra:

[After the Covered Person has satisfied the Covered Person's Plan Deductible, t][T]he lesser of:

- (a) the TRICARE Extra discounted TRICARE Per Diem Charge for the Period of Confinement; or
 - (b) [25%] of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount;
- until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, [after the Covered Person has satisfied the Covered Person's Plan Deductible,] we will pay [20%] of the amount billed until the TRICARE Cap is met.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE[;];
- (d) incurred after the Covered Person has satisfied [the Covered Person's Plan Deductible] [and] [the Outpatient Deductible charged by TRICARE]].

[We will pay the expenses which are used to satisfy the Outpatient Deductible charged by TRICARE, provided that the Outpatient Deductible is satisfied after the effective date of coverage (reimbursement for the Outpatient Deductible will be prorated for a Covered Person who is covered less than a full year).]

[In addition, w][W]e will pay:

(1) Under TRICARE Standard:

- (a) [25%] of the TRICARE Allowed Amount for the Covered Expenses [after the Covered Person has satisfied the Covered Person's Plan Deductible] until the TRICARE Cap is met[;]; and
- (b) [100%] of all Covered Expenses in Excess of the TRICARE Allowed Amount[;].

[We will NOT pay Covered Expenses in Excess of the TRICARE Allowed Amount incurred while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility.]

(2) Under TRICARE Extra:

[20%] of the TRICARE Extra Contracted Fee for the Covered Expenses [after the Covered Person has satisfied the Covered Person's Plan Deductible] until the TRICARE Cap is met.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

[We will not pay for expenses which are used to satisfy [the Outpatient Deductible charged by TRICARE] [or] [the Plan Deductible.]]

TRICARE PRIME BENEFITS SUPPLEMENT PLAN

(Applies when a Covered Person **[[enrolls][remains]]** in TRICARE PRIME but **[[does not request][is transitioning to]]** TRICARE PRIME Supplement coverage)

INPATIENT BENEFIT: If:

(a) a Covered Person **[[becomes][remains]]** enrolled in TRICARE PRIME while covered under a TRICARE/CHAMPUS Supplement which provides Inpatient benefits; and
(b) the Covered Person **[[does not change coverage][is transitioning]]** to the TRICARE PRIME Supplement; we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for a Period of Confinement in a Hospital or Skilled Nursing Facility [after the Covered Person has satisfied the Covered Person's Plan Deductible]. The Period of Confinement must begin while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for service.

OUTPATIENT BENEFIT: If:

(a) a Covered Person **[[becomes][remains]]** enrolled in TRICARE PRIME while covered under a TRICARE/CHAMPUS Supplement which provides Outpatient benefits; and
(b) the Covered Person **[[does not change coverage][is transitioning]]** to the TRICARE PRIME Supplement; we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for Covered Expenses incurred while not Confined in a Hospital or Skilled Nursing Facility [after the Covered Person has satisfied the Covered Person's Plan Deductible]. The expenses must be incurred while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for service.

POINT-OF-SERVICE BENEFIT:

[If the Covered Person exercises the Point-of-Service Option of TRICARE PRIME, the TRICARE Standard Inpatient benefit will apply and the TRICARE Standard Outpatient benefit will apply. The TRICARE Point-of-Service Outpatient Deductible must be satisfied before Outpatient benefits are payable.]

[If the Covered Person exercises the Point-of-Service Option of TRICARE PRIME, we will pay:

- (a) the expenses which are used to satisfy [50%] of the annual TRICARE Point-of-Service Deductible; and
- (b) the Cost-Share Amount for Inpatient services and Outpatient services, after the Point-of-Service Deductible for such expenses has been satisfied; and
- (c) [100%] of all Covered Excess Charges.]

["Covered Excess Charges" does not include any part of a charge that is not only more than TRICARE allows, but also more than we determine is the Reasonable and Customary Community Standard Level.]

["Reasonable and Customary Community Standard Level" means the part of a charge that we determine is reasonable and customary in the locale involved.]

This benefit does not cover any expenses applied to the TRICARE PRIME annual enrollment fee.

Benefits paid under this TRICARE PRIME benefit will be in lieu of any benefits payable under the TRICARE Supplement Inpatient or Outpatient Benefit.]

[[CHAMPVA SUPPLEMENT PLAN]]

INPATIENT BENEFIT: We will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by CHAMPVA.

Benefits in a Government Hospital: We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital, if such charge is made.

Benefits in a Civilian Hospital or Skilled Nursing Facility: For Confinement in a Civilian Hospital or Skilled Nursing Facility which is subject to the CHAMPVA DRG, we will pay the lesser of:

- (a) the CHAMPVA Per Diem Charge for the Period of Confinement; or
- (b) [25%] of the amount billed for Covered Expenses, not to exceed the CHAMPVA DRG Amount;

until the CHAMPVA Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the CHAMPVA DRG, we will pay [25%] of the CHAMPVA Allowed Amount until the CHAMPVA Cap is met.

For Inpatient Physician Services, we will pay [25%] of the CHAMPVA Allowed Amount until the CHAMPVA Cap is met.

OUTPATIENT BENEFIT: When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by CHAMPVA; and
- (d) incurred after the Covered Person has satisfied the Outpatient Deductible charged by CHAMPUSVA.

In addition, we will pay [25%] of the CHAMPVA Allowed Amount for the Covered Expenses, until the CHAMPVA Cap is met.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment, service or supply that gave rise to the expense.

We will not pay for expenses which are used to satisfy the Outpatient Deductible charged by CHAMPVA.]

[We will pay the Inpatient and Outpatient Covered Expenses once the Plan Deductible [for the Covered Person [and the family]] has been satisfied. Expenses incurred to satisfy the CHAMPVA Calendar Year Outpatient Deductible cannot be used to satisfy the Plan Deductible.]

[PLAN CONVERSIONS]

The following conversions are provided under the Policy. All premiums due will be adjusted according to the conversion made. The conversion will not become effective if any additional premium required is not paid.

None of the conversions will continue coverage beyond the date that it would be terminated in accordance with a Termination provision of the Policy.

[TRICARE Active Duty Family Supplement Plan] to [TRICARE Retiree Supplement Plan]: When you retire from Active Duty, any Spouse or Child coverage under **[TRICARE Active Duty Family Supplement Plan]** will cease.

You may then Request coverage under the **[TRICARE Retiree Supplement Plan]**.

You and your Spouse or Child(ren) will become covered under the Plan of your choice provided we receive your Request and the required premium within 63 days of retirement.]

**EXTENSION OF BENEFITS
IF TOTALLY DISABLED WHEN COVERAGE TERMINATES**

If a Covered Person is Totally Disabled on the date the Covered Person's coverage under the Policy terminates, we will extend Inpatient benefits for expense incurred as the result of that disability until the first to occur of:

- (a) the date the Covered Person is no longer Totally Disabled; or
- (b) the 90th day from the date the Covered Person's Inpatient benefit ended.

After the 90th day, no further benefits will be paid.

If a Covered Person is Totally Disabled on the date the Covered Person's Outpatient Benefit ends, then the Covered Person's benefits under the Policy will continue up to 90 days from the date of termination.

If a Covered Person is not Totally Disabled on the date the Covered Person's **[[Outpatient Benefit][CHAMPVA Supplement Plan]]** terminates, no benefits will be provided for Outpatient expenses the Covered Person incurs after the date of termination.

The continuation will only apply to expense incurred for Injury or Sickness that caused the Total Disability.

LIMITATIONS

Nervous, Mental, Emotional Disorder, Alcoholism, and Drug Addiction Limits

The coverage provided under the Inpatient Benefits of the TRICARE Supplements for nervous, mental, emotional disorders, including alcoholism and drug addiction, is limited to:

- (a) 30 Inpatient treatment days for a Covered Person age 19 and older; or
- (b) 45 Inpatient treatment days for a Covered Person under age 19; or
- (c) 150 Inpatient treatment days in a CHAMPVA authorized Residential Treatment Center for a Covered Person under age 21;

per [[Calendar]][Fiscal] Year.

This Inpatient limit is based on the number of days [[TRICARE]][CHAMPVA] normally provides each [[Calendar]][Fiscal] Year for such confinements.

In rare instances, [[TRICARE]][CHAMPVA] extends these daily limits. If this occurs, we will limit the number of days that we provide for such Confinement to the lesser of:

- (a) the number of days [[TRICARE]][CHAMPVA] pays for such Inpatient treatment during the [[Calendar]][Fiscal]; or
- (b) 90 Inpatient days per [[Calendar]][Fiscal] Year.

The coverage provided under the Outpatient Benefits of the [[TRICARE]][CHAMPVA] Supplement Plan for:

- (a) nervous, mental, and emotional disorders; and
- (b) alcoholism and drug addiction;

is limited to \$500 during any period of [[Calendar Year]][12 consecutive months] for all such disorders.

CHAMPVA Cap

CHAMPVA will increase its rate of payment to 100% of the CHAMPVA Allowed Amount when a Covered Person has met the CHAMPVA Cap. After the CHAMPVA Cap has been met, we will not duplicate benefits by paying any part of the cost-share which is payable under CHAMPVA.]

TRICARE Cap

TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount when a Covered Person has met the TRICARE Cap. After the TRICARE Cap has been met, we will not duplicate benefits by paying any part of the cost-share which is payable under TRICARE.]

Other Insurance With Us

If a Covered Person is insured under more than one policy underwritten by us which provides TRICARE Supplement benefits, we will limit our payment of benefits to the one policy that affords the greater level of benefits.]

Non-Duplication of Coverage under Employer Health Program

If a claim payable under the Policy is also payable under an Employer Health Program with TRICARE as the secondary payor, we will limit our payment to an amount which, when added to the amounts paid by the Employer Health Program and TRICARE, will not exceed 100% of TRICARE Covered Expenses.]

Additional Coverage Limits

Coverage provided under the CHAMPVA Supplement Plan for:

- (a) routine newborn and Well Baby Care;
- (b) Hospital nursery charges for a well newborn;
- (c) dental care;
- (d) treatment for the prevention or cure of alcoholism or drug addiction; and
- (e) prosthetic devices;

will be limited to those expenses covered by CHAMPVA for such care or services.]

[PRE-EXISTING CONDITION LIMITATION

Pre-Existing Condition Defined:

Pre-Existing Condition, as used in this limitation, means any Injury or Sickness, diagnosed or undiagnosed, for which Medical Care is received by a Covered Person:

- (a) within the [6] month period prior to the Covered Person's effective date of insurance; or
- (b) with respect to the limitation for increase in coverage, within the [6] month period prior to the effective date of the Covered Person's increase in coverage.

For the purposes of this limitation, we will consider:

- (a) Medical Care received when:
 - (1) a Physician is consulted or medical advice is given; or
 - (2) Treatment is recommended or prescribed by, or received from, a Physician;
- (b) Treatment to include, but not limited to, any:
 - (1) medical examination, test, attendance, or observation;
 - (2) medical services, supplies, or equipment, including their prescription or use; or
 - (3) prescribed drugs or medicines, including their prescription or use.

All manifestations, symptoms, or findings which result:

- (a) from the same or related accident or Sickness; or
- (b) from any aggravations of accident or Sickness;

are considered to be the same accident or Sickness for the purposes of determining Pre-Existing Condition.

Conditions Prior to Effective Date: During the first [6 months] of a Covered Person's insurance, losses incurred for Pre-Existing Conditions are not covered. [This will not apply to loss that the Covered Person incurs after being free of Medical Care for the condition for a one year period (ending any time on or after the Covered Person's effective date).]

Conditions Prior to Effective Date of Increase in Coverage: During the first [6 months] following the date a Covered Person makes a change in coverage that increases the Covered Person's benefit, the increase will not be paid for Pre-Existing Conditions. [This will not apply to loss that the Covered Person incurs after being free of Medical Care for the condition for a one year period (ending any time on or after the effective date of increase).]

[WAIVER OF PRE-EXISTING CONDITION LIMITATION

Waiver for Conditions Prior to Effective Date of Coverage: Under the following conditions, the period of time required to satisfy the Pre-Existing Condition exclusion will be reduced or waived as stated:

If you retire from Active Duty and become eligible for TRICARE Retiree Supplement coverage as provided under "Plan Conversions" and Requests such coverage within 63 days of the date you first becomes eligible for coverage, we will credit you with continuity of coverage from your prior effective date under the [TRICARE Active Duty Family Supplement].]

EXCLUSIONS

The Policy does not cover:

1. injury or sickness resulting from war or act of war, whether war is declared or undeclared;
2. [treatment or confinement not ordered by a physician or necessary for medical care;]
3. intentionally self-inflicted injury;
4. suicide or attempted suicide, whether sane or insane (in Missouri while sane);
5. routine physical exams [, unless required for school enrollment (but not sports physicals) by a Covered Child aged 5 through 11] and immunizations, except [[that these services are covered when rendered to a Covered Child who is less than [[6 years][2 years (730 days)]] of age][when considered Well Baby Care covered by CHAMPVA][when:
 - (a) rendered to a child up to [[6 years][2 years (730 days)]] from the child's birth; or
 - (b) ordered by a Uniform Service:
 - (1) for a Covered Spouse or Child of an Active Duty Member;
 - (2) for such spouse or child's travel out of the United States due to your assignment]]];
6. domiciliary or custodial care[, care received in a retirement home, rest home or halfway house];
7. [rest cures;]
8. eye refractions and routine eye exams except [[when considered Well Baby Care covered by CHAMPVA][when rendered to a child up to 2 years (730 days) from the child's birth]]];
9. eyeglasses and contact lenses;
10. prosthetic devices [(except that artificial limbs and eyes and devices which must be implanted by surgery are covered)][except those covered by TRICARE];
11. cosmetic procedures, except those resulting from Sickness or Injury while a Covered Person;
12. hearing aids[or hearing exams except when considered Well Baby Care covered by CHAMPVA];
13. orthopedic footwear;
14. care for the mentally incapacitated or physically handicapped if the care is required because the mental incapacitation or physical handicap [or the care is received by an Active Duty Member's child who is covered by the "Program for the Handicapped" under TRICARE];
15. drugs which do not require a prescription, except insulin[and other diabetic supplies];
16. [dental care unless such care is covered by TRICARE, and then only to the extent that TRICARE covers such care;]
17. any confinement, service, or supply that is not covered under [[TRICARE][CHAMPVA]];
18. [Hospital nursery charges for well newborn, except as specifically provided under TRICARE;]
19. [any routine newborn care except Well Baby Care, as defined, for a child up to [[6 years][2 years (730 days)]] from the child's birth;]
20. [[TRICARE eligible cost-share and deductible amounts][expenses]] in excess of the [[TRICARE][CHAMPVA]] Cap [except as specifically provided];
21. [expenses in excess of the [[TRICARE][CHAMPVA]] Allowed Amount [except as specifically provided];
22. expenses which are paid in full by [[TRICARE][CHAMPVA]] [except as specifically provided];
23. [any expense or portion thereof applied the TRICARE Outpatient Deductible except as specifically provided;]
24. [treatment for the prevention or cure of alcoholism or drug addiction except as specifically provided under TRICARE[and the Policy];]
25. any part of a covered expense which the Covered Person is not legally obligated to pay [because of payment by a TRICARE alternative program];
26. [care received as part of a grant, study or research program;]
27. [care considered experimental or investigational][;]
28. [any claim under more than one of the TRICARE Supplement Plans, or under more than one Inpatient benefit or more than one Outpatient Benefit of the TRICARE Supplement Plans. If a claim is payable under more than one of the stated Plans or Benefits, payment will only be made under the one that provides the highest coverage[, subject to the Pre-Existing Condition Limitation]].

PREMIUM PROVISION

Individual Premium Due Dates: The first premium for each Covered Person is due on the date the Covered Person becomes covered under the Policy. Each premium after the initial premium is due at the end of the period for which the Covered Person's preceding premium was paid.

Individual Grace Period: A grace period of 31 days from the Individual Premium Due Date is allowed for payment of each premium due after the initial premium. The Covered Person's insurance will be continued during the Grace Period. If the Covered Person incurs a covered loss during the Grace Period, you will be liable to us for payment of any premium accruing during the period we continue coverage in force under this provision. The Grace Period will not continue beyond a date stated in a Termination provision.

Change of Policy Premiums: We have the right on each Premium Due Date to change the rate at which further premiums will be calculated. This includes the right to change premium rates for a benefit that applies to all individuals of the same class, age, plan and effective date. Rates may be changed based on claims experience of the Policy. We will give the Policyholder notice of any change at least 45 days before the Premium Due Date on which it is to become effective.

CLAIMS PROVISIONS

Notice of Claim: The person who has the right to claim benefits must give us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include your name, the Covered Person's, the Policy Number and this Certificate number. Send it to us [or give it to the Plan Administrator].

Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if written proof of the occurrence, character and extent of the loss is sent to us. Claim forms may be obtained from us [or the Plan Administrator].

Proof of Loss: Proof of loss must be sent to us in writing within 90 days after the end of each month of our liability for periodic payment claims or the date of the loss for all other claims. If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

- (a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- (b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately after we receive the proof of loss.

Payment of Claim: We will pay any benefit due and not assigned, to the Covered Person, if living. Otherwise, we will pay any benefit due for loss which occurred:

- (a) prior to the Covered Person's death to the Covered Person's estate; and
- (b) after the Covered Person's death to:
 - (1) the Covered Persons' spouse if the spouse is covered under the Policy; or, if not
 - (2) the person whose loss is the basis of the claim.

If a benefit due is payable to a minor, it will be paid to the minor's guardian.

If a benefit due is payable to the Covered Person's dependent and that dependent dies, it will be paid to the dependent's estate.

If a benefit due is payable to a Covered Person's estate, to a minor, or to a person not competent to give valid release for payment, we may pay up to \$1,000 of the benefit due to some other person. The other person will be someone related to the Covered Person by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

If the Covered Person provide us with a written release to do so, we may, at our option, pay benefits directly to the institution or person rendering hospital services; or nursing, medical or surgical services, unless the Covered Person or the person to whom the benefit is payable requests otherwise in writing no later than the time proof of loss is filed with us.

"Written release" means any written direction from the Covered Person to pay benefits to the institution or person rendering the service.

We will not require that the service be rendered by a particular institution or person.

Assignment: The Covered Person may assign the benefits of the Policy to the institution or person rendering service as allowed in the Payment of Claims provision. The Covered Person may not assign the Policy in any other way or to any other person.

Physical Examinations: While a claim is pending we have the right at our expense to have the person who has a loss examined by a physician when and as often as we feel is necessary.

Legal Actions: Legal action cannot be taken against us before 60 days following the date proof of loss is sent to us or after 3 years following the date proof of loss is due.