

SERFF Tracking Number: MNNL-126247075 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 43008
Company Tracking Number: 09-50567T
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
Product Name: Group Accident and Sickness Insurance
Project Name/Number: Group Accident and Sickness Insurance/09-50567T

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: Group Accident and Sickness Insurance SERFF Tr Num: MNNL-126247075 State: Arkansas

TOI: H02G Group Health - Accident Only

SERFF Status: Closed-Withdrawn State Tr Num: 43008

Sub-TOI: H02G.000 Health - Accident Only

Co Tr Num: 09-50567T

State Status: Withdrawn

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Jeanine Berfeldt, Paula Moris, Teresa Guindon

Disposition Date: 08/10/2009

Date Submitted: 07/29/2009

Disposition Status: Withdrawn

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Group Accident and Sickness Insurance

Status of Filing in Domicile: Not Filed

Project Number: 09-50567T

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Trust

Filing Status Changed: 08/10/2009

Explanation for Other Group Market Type:

State Status Changed: 08/10/2009

Deemer Date:

Created By: Jeanine Berfeldt

Submitted By: Jeanine Berfeldt

Corresponding Filing Tracking Number: 09-50567T

Filing Description:

Attached are corrected versions of forms 09-50567T and 09-50568T, which were previously approved by your Department on June 23, 2009 under SERFF Tracking No. MNNL-126174182. These forms will replace the versions previously filed.

Forms 09-50579T and 09-50580T are new and are being filed for approval at this time. The group master policy will be issued in the District of Columbia.

Company and Contact

SERFF Tracking Number: MNNL-126247075 *State:* Arkansas
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Filing Contact Information

Jeanine Berfeldt, Product Compliance Analyst jeanine.berfeldt@securian.com
 400 Robert Street North 651-665-4460 [Phone]
 St. Paul, MN 55101-2098 651-665-5424 [FAX]

Filing Company Information

Minnesota Life Insurance Company	CoCode: 66168	State of Domicile: Minnesota
400 Robert Street North	Group Code: 869	Company Type:
Law Department	Group Name:	State ID Number:
St. Paul, MN 55101-2098	FEIN Number: 41-0417830	
(651) 665-3500 ext. [Phone]		

Filing Fees

Fee Required? Yes
 Fee Amount: \$140.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Minnesota Life Insurance Company	\$140.00	07/29/2009	29510625

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Rosalind Minor	08/10/2009	08/10/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Rosalind Minor	08/05/2009	08/05/2009	Jeanine Berfeldt	08/07/2009	08/07/2009
Industry Response						

SERFF Tracking Number: MNNL-126247075 *State:* Arkansas
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Disposition

Disposition Date: 08/10/2009

Implementation Date:

Status: Withdrawn

Comment:

As requested in your response of 8/7/09, this submission is being withdrawn.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Withdrawn	Yes
Supporting Document	Application	Withdrawn	Yes
Supporting Document	Explanation of Variables	Withdrawn	Yes
Form	Group Accident and Sickness Insurance Policy	Withdrawn	Yes
Form	Group Accident and Sickness Certificate of Insurance	Withdrawn	Yes
Form	Group Accident Only Insurance Policy	Withdrawn	Yes
Form	Group Accident Only Certificate of Insurance	Withdrawn	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08/05/2009

Submitted Date 08/05/2009

Respond By Date

Dear Jeanine Berfeldt,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Accident and Sickness Insurance Policy, 09-50567T (Form)
- Group Accident and Sickness Certificate of Insurance, 09-50568T (Form)
- Group Accident Only Insurance Policy, 09-50579T (Form)
- Group Accident Only Certificate of Insurance, 09-50580T (Form)

Comment: With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Please refer to ACA 23-86-108(4) & Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/07/2009
Submitted Date 08/07/2009

Dear Rosalind Minor,

Comments:

This is in response to your recent objection letter dated August 5, 2009.

Response 1

Comments: At this time, Minnesota Life is hereby requesting that this filing be withdrawn from review. We will resubmit corrected forms at a later date.

Related Objection 1

Applies To:

- Group Accident and Sickness Insurance Policy, 09-50567T (Form)
- Group Accident and Sickness Certificate of Insurance, 09-50568T (Form)
- Group Accident Only Insurance Policy, 09-50579T (Form)
- Group Accident Only Certificate of Insurance, 09-50580T (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Please refer to ACA 23-86-108(4) & Bulletin 14-81.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,

Jeanine Berfeldt, Paula Moris, Teresa Guindon

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Form Schedule

Lead Form Number: 09-50567T

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Withdrawn 08/10/2009	09-50567T	Policy/Cont ract/Fratern al Certificate	Group Accident and Sickness Insurance Policy	Revised	Replaced Form #: 09-50567T Previous Filing #: MNNL-126174182	52.500	09- 50567T.accid ent_sickness. pdf
Withdrawn 08/10/2009	09-50568T	Certificate	Group Accident and Sickness Certificate of Insurance	Revised	Replaced Form #: 09-50568T Previous Filing #: MNNL-126174182	52.700	09- 50568T.accid ent_sickness. pdf
Withdrawn 08/10/2009	09-50579T	Policy/Cont ract/Fratern al Certificate	Group Accident Only Insurance Policy	Initial		52.500	09- 50579T.accid ent_only.pdf
Withdrawn 08/10/2009	09-50580T	Certificate	Group Accident Only Certificate of Insurance	Initial		52.700	09- 50580T.accid ent_only.pdf

Group Insurance Policy

Minnesota Life Insurance Company – A Securian Company
 400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

[Plan Administrator:
 [Address, City, State] • 1-800-XXX-XXXX]

POLICYHOLDER: SUNTRUST BANK, SUCCESSOR TRUSTEE UNDER THE GROUP INSURANCE TRUST FOR FINANCIAL INSTITUTIONS

POLICY NUMBER: [12345T]

POLICY DATE: [OCTOBER 1, 2009]

FIRST POLICY ANNIVERSARY: [OCTOBER 1, 2009]

This policy was issued to the Policyholder on the policy Date shown above. We promise to pay the benefits provided by this policy, subject to the conditions, limitations and exceptions of this policy. We make this promise and issue this policy in consideration of the application for this policy and the payment of the premiums.

Minnesota Life Insurance Company is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. The Policyholder and any participating Plan Sponsor are members of Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.

Dennis E. Frohman

Secretary

Robert L. Loubser

President

This is an accident and sickness policy. Review the policy carefully. This policy provides limited benefits [and a pre-existing condition limitation]. Benefits provided are supplemental and are not intended to cover all medical expenses.

[EXCESS INSURANCE: This policy is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the same time of the claim then the benefit amounts payable by such other medical insurance will become the deductible amount of this policy, if any, provided, however, that such benefits exceed any deductible amount shown in the Benefit Schedule.]

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GROUP ACCIDENT AND SICKNESS INSURANCE • NONPARTICIPATING

General Information

This policy and Your application contain the entire contract between You and Us. Any statements You made in Your application will, in the absence of fraud, be considered representations and not warranties. Any statement an Insured makes will not be used to void the Insured's coverage unless the statement is contained in the Insured's application.

No change or waiver of any of the provisions of this policy, or of any policy issued under it, will be valid unless made in writing by Us and signed by Our president, a vice president, Our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of this policy, or of any policy issued under it.

This policy may be amended at any time You and We agree to amend it. The consent of the Insured is not required to amend this policy. Any amendment will be without prejudice to any claim for benefits incurred prior to the date of the amendment.

Effective Date

[If the Insured is insured under the Noncontributory Plan, the Insured's coverage under this policy is effective as of the Effective Date shown under the Noncontributory Plan section of the Benefit Schedule, provided the Plan Sponsor pays the required premiums for the term of the Noncontributory Plan.]

[[If the Insured is insured under the Contributory Plan] the Insured's coverage under this policy is effective as of the Effective Date shown [on] [under the Contributory Plan section of] the Benefit Schedule, provided the Insured pays the required premiums when due, beginning with the First Premium Due Date shown on the Benefit Schedule.]

Definitions

All capitalized terms in this policy are to be given the meanings as provided in this section or as otherwise defined in this policy.

Age

The Insured's Age on the Insured's most recent birthday, regardless of the actual time of birth.

Benefit Schedule

The schedule attached to this policy that outlines the coverage available to Eligible Customers under this policy.

[Covered Activities

Those activities set out in the Covered Activities section of the Benefit Schedule, with respect to which Insured Person(s) are provided insurance coverage under this policy.]

Dependent Child(ren)

The Insured's unmarried child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with the insured for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
- (2) living in the Insured's home; and
- (3) dependent on the Insured for financial support as evidenced by the Insured's federal tax return; and
- (4) between and including the ages of birth and 19 years, or under Age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution. However, the Age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

Domestic Partner

An individual in a domestic partnership where the two partners live together in a committed relationship and have some type of financial interdependence.

Eligible Customer

A natural person over Age 18 at time of application who is a Customer of the Plan Sponsor identified on the Benefit Schedule.

[Immediate Family Member

The Insured's [spouse or Domestic Partner, parent, grandparent, sibling or child; and the Insured's spouse's or Domestic Partner's parent, sibling or child].]

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident that occurs while the Insured Person's coverage under this policy is in force;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) which directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

Insured

An Eligible Customer:

- (1) who is listed as Primary Insured or Joint Insured on the Benefit Schedule attached to the Insured's certificate;
- (2) who has enrolled for coverage; and
- (3) for whom premium has been paid.

Insured Person

The Insured, and, if Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner, and Dependent Children.

Insured Spouse

If Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner.

Maximum Amount

The amount shown on the Benefit Schedule that is used to determine the maximum amounts payable under each benefit.

[Plan Administrator

The entity named on page 1 of this policy that We have designated to administer this insurance plan on Our behalf.]

Plan Sponsor

An entity which has been accepted to participate in the Trust; and makes insurance under this policy available to its Eligible Customers.

Policy Effective Date

The date coverage under this policy becomes effective as shown on page 1 of this policy.

Policy Anniversary

The same day and month in each succeeding year as the first Policy Anniversary.

You, Your

The trustee or successor trustees under the Group Insurance Trust for Financial Institutions.

We, Our, Us

Minnesota Life Insurance Company.

Exclusions

No coverage will be provided under this policy and no benefit will be paid for any Injury or loss caused directly or indirectly by, results in whole or in part from, occurs during, or there is contribution from, any of the following:

- (1) self-inflicted Injury, self destruction, or autoeroticism, whether sane or insane;
- (2) suicide or attempted suicide, whether sane or insane;
- (3) an Insured Person's participation in, or an Insured Person's attempt to commit, a crime, assault, felony, or any illegal activity, regardless of any legal proceedings thereto;

- (4) bodily or mental infirmity, illness or disease;
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto.
- (7) infections of any kind regardless of how contracted, other than infection occurring simultaneously with, and as a direct result of, the accidental Injury;
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications;
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier;
- (10) war or any act of war, whether declared or undeclared;
- (11) riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground;
- (12) repetitive stress syndromes including but not limited to rotator cuff syndrome, bursitis, tendonitis, carpal tunnel syndrome, ulnar nerve syndrome, stress fractures, neuropathy, epicondylitis or neuritis.

[Limitations]

[Limitation on Benefit Payments. If an Insured Person sustains one or more losses from the same accident for which benefits are payable under one or more benefits provided by this policy, the Maximum Amount payable for all benefits combined for the Insured Person will not exceed the per accident Maximum Amount specified in the Benefit Schedule.

[Limitation Due to Multiple Insurance Coverage . The insurance provided by this policy for the [Accident Medical Expense Benefit] [, Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] shall be in excess of all other insurance and indemnity. If, at the time of occurrence of any loss payable under this policy, there is other insurance and indemnity in place, We shall be liable only for the excess amount of the loss over the amount of such other insurance and indemnity [and after satisfaction of any Accident Medical Expense Deductible which applies under this policy.] Covered [Accident Medical Expense Benefits] [, Temporary Total Disability Accident Benefits] [, or Weekly Accident Benefits] incurred and paid by other insurance will [not] be used to satisfy any Deductible which applies under this policy.]]

[Accidental Death Benefit]

[A benefit shall be provided only when an Insured Person's death results from an Injury. The Injury must be the sole cause of the Insured Person's death.

The Injury resulting in the Insured Person's death must occur while coverage is in force. The Insured Person's death must occur within [90, 120, 180, 365] days after the date of the Injury. The benefit payable shall equal 100% of the Maximum Amount shown on the Benefit Schedule.]

[Accidental Dismemberment Benefit]

[If Injury to the Insured Person results in any one of the losses specified below, We will pay the percentage shown below of the Maximum Amount shown in the Benefit Schedule for that loss. The Insured Person's loss must occur within [90, 120, 180, 365] days after the date of the Injury:

For Loss Of:	Percentage of Maximum Amount
[Speech and Hearing in Both Ears]	[100%]
[Both Hands or Both Feet or Sight of Both Eyes]	[100%]
[One Hand and One Foot]	[100%]
[One Foot and Sight of One Eye]	[100%]
[One Hand and Sight of One Eye]	[100%]
[Sight of One Eye]	[50%]
[One Hand or One Foot]	[50%]
[Speech or Hearing in Both Ears]	[50%]
[Thumb and Index Finger of Same Hand]	[25%]

If the Insured Person sustains more than one loss, only one amount, the largest to which the Insured Person is entitled, will be paid for all losses resulting from one Injury.

In no event will We pay more in total dismemberment benefits under this policy than an amount equal to 100% of the Maximum Amount shown on the Benefit Schedule, regardless of the number of losses.

"Loss of Hands or Feet" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight, Speech, or Hearing" means the entire and irrecoverable loss of sight, speech, or hearing, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Thumb and Index Finger" means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints without subsequent reattachment.

A benefit is not payable for both Loss of Thumb and Index Finger of One Hand and the Loss of One Hand for Injury to the same hand as a result of any one accident.

A surgically reattached hand, foot, thumb or index finger will be deemed a permanent loss if, 12 months after reattachment, the limb has regained less than 50% of its normal function. The percentage of normal function must be certified by a licensed Physician.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is

09-50567T

not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Accident Medical Expense Benefit]

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [if] an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires the Insured Person to be treated by a Physician, We will pay up to the Usual and Customary Charges paid for Medically Necessary covered accident medical services received due to that Injury, up to the Accident Medical Expense Benefit Maximum Amount shown in the Benefit Schedule for all Injuries caused by the same accident.

The Accident Medical Expense Benefit is payable for the following covered accident medical services, and only for such charges paid by the Insured Person [after the Deductible shown in the Benefit Schedule has been met and] within [26, 52, 104] weeks after the date of the accident causing the Injury:

- (1) Hospital room and board (or room and board in an Intensive Care Unit;
- (2) Hospital ancillary services (including, but not limited to, use of the operating room or Emergency Room;
- (3) use of an Ambulatory Medical Center;
- (4) services of a Physician or a registered nurse (R.N.);
- (5) Ambulance service to or from a Hospital;
- (6) laboratory tests;
- (7) radiological procedures;
- (8) anesthetics and the administration of anesthetics;
- (9) blood, blood products and artificial blood products, and the transfusion thereof;
- (10) physical therapy and occupational therapy;
- (11) rental of Durable Medical Equipment;
- (12) artificial limbs, artificial eyes or other prosthetic appliances; or
- (13) medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

In addition to the exclusions set forth in the Exclusions section of this policy, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for covered accident medical services do not include, any expense for or resulting from any of the following:

- (1) repair or replacement of existing artificial Limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition;
- (2) new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums.]

except for repair or replacement of sound natural teeth damaged or lost as a result of Injury [up to the dental Maximum Amount shown in the Benefit Schedule];

- (3) new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;
- (4) new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
- (5) rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in Our sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, We may, but are not required to, choose to consider such purchase as a usual and customary covered accident medical expense in lieu of such rental expense);
- (6) personal comfort or convenience items, such as, but not limited to, Hospital telephone charges, television rental, or guest meals[.];

[(7) a medical evacuation for which any benefits are payable under the Medical Evacuation Benefit [;.]]

[(8) any condition for which the Insured Person claims or is paid benefits (including settlements) for any work related Injury].

“Ambulatory Medical Center” means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician’s office.

[“Deductible” means the amount of charges for Medically Necessary services that must be paid [by the Insured Person] [by the combination of the Insured Person and the provider(s) of all other insurance and indemnity in place] due to Injuries resulting from an accident before Accident Medical Expense Benefits become payable due to Injuries resulting from that accident. In no event will We pay more than the Usual and Customary Charges for such Medically Necessary services. Accident Medical Expense Benefits are not payable for charges applied to the Deductible.]

“Durable Medical Equipment” refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a Hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of Injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24-hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means a covered medical service that is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Usual and Customary Charge(s)” means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for example, a Hospital room and board charge, other than for a Medically Necessary stay in an Intensive Care Unit, does not exceed the Hospital’s most common charge for semi-private room and board); and
- (3) does not include charges that would not have been made if no insurance existed.]

[Adaptive Home and Vehicle Benefit]

[If an Insured Person's home and/or private motor vehicle require modifications to accommodate a [dismemberment loss for which a benefit is payable under this policy] [or] [Total and Permanent Accidental Disability] resulting from an Injury, We will pay a benefit equal to the lesser of:

- (1) the Maximum Amount shown on the Benefit Schedule or;
- (2) the actual cost of the alterations.

This benefit will be payable only if the one-time costs of the alterations to the Insured Person's home and/or private motor vehicle are:

- (1) made by a person or persons with experience in such alterations; and
- (2) recommended by a recognized organization associated with the Injury, and in the case of vehicle modifications, approved by the department of motor vehicles; and
- (3) made within [2] years from the date of the accident that caused the Injury.

[“Total and Permanent Accidental Disability” means the inability of an Insured Person, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]

[“Total and Permanent Accidental Disability” means that an Insured Person:

(1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; [or] [(h) Loss of Speech or Hearing in Both Ears; [or] [(i) Uniplegia;] and

(2) is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]]

[Catastrophe Cash Benefit]

[If an Insured Person's Injury results in Paralysis or Coma within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Paralysis or Coma continues for [6, 12] consecutive months, after which a Physician determines the Insured Person's resulting Disability to be permanent and irreversible, then We will pay a percentage of the [initial lump sum] [and] [monthly] Maximum Amount(s) shown on the Benefit Schedule, where the percentage is determined by the cause of Disability as follows:

Cause of Disability	% of [Initial Lump Sum] [and] [Monthly] Maximum Amount(s)
[Coma]	[100%]
[Paralysis of Two or More Limbs (Upper and/or Lower)]	[100%]
[Paralysis of One Limb (Upper or Lower)]	[50%]

If an Insured Person suffers more than one cause of Disability as a result of the same accident, the largest percentage (from the table above) for any one cause of Disability suffered by the Insured Person, will be used to determine the benefit payable.

The benefit payable is:

[LUMP SUM:]
[the percentage of the Maximum Amount shown above.]

[OR]

[MONTHLY:]
[a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but cease on the earlier[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid.] Once the Maximum Amount is reached, no benefits are payable for any additional cause of Disability during the Insured Person's lifetime.]

[OR]

[LUMP SUM THEN MONTHLY:]
[the percentage of the initial lump sum Maximum Amount shown above followed by a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The monthly benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but ceases on the earlier[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid. Once the Maximum Amount is reached, no benefits are payable for any cause of Disability during the Insured Person's lifetime.]]

[If the Insured Person recovers or returns to any occupation on a full or part-time basis, the Insured Person may return to Disability status if: (1) the Insured Person has not recovered or been back to work for longer than 30 days; and (2) the attending Physician certifies a return to Disability status due to the same Paralysis or Coma which caused the original Disability.] [Periods of Disability separated by less than 30 consecutive days will be

considered one period of Disability unless due to separate and unrelated causes.]

We reserve the right and will determine if the Insured Person Disabled due to the Paralysis or Coma, including, but not limited to, requiring an independent medical examination at Our expense.

“Coma” means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. An Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Disabled, Disability,” means that an Insured Person is under the regular care of a Physician and completely unable to perform the duties of any full-time or part-time occupation.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Limb” means entire arm or entire leg including the hand and foot.

“Paralysis”, means the complete and irreversible loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[COBRA Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, and the Insured Person is survived by a spouse or Domestic Partner and/or one or more Dependent Children, We will pay a benefit to allow surviving dependents to continue their group medical coverage . The benefit will be paid to the surviving

spouse or Domestic Partner, if living, otherwise to or on behalf of the Dependent Children. The benefit will be paid [annually] [monthly] and is equal to the Maximum Amount as shown on the Benefit Schedule.

Before a COBRA benefit payment is made, We must receive proof that the payment will be used for continuation of the Insured Person’s medical coverage pursuant to COBRA.

Benefits will continue until the earlier of:

- (1) the date the total amount of annual COBRA benefits paid equals the Maximum Amount shown on the Benefit Schedule;
- (2) the date the maximum number of [annual] [monthly] benefit payments shown on the Benefit Schedule have been made; or
- (3) the date the spouse or Domestic Partner and/or Dependent Children cease being covered as COBRA participants under the Insured Person’s group medical plan.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985.]

[Coma Benefit]

[If Injury renders an Insured Person Comatose within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Coma continues for a period of [30, 60, 90] consecutive days, We will pay a benefit equal to 1% of the Maximum Amount as shown on the Benefit Schedule. No benefit is provided for the first [30, 60, 90] days of the Coma. Benefits are payable monthly as long as the Insured Person remains Comatose due to that Injury, but cease on the earliest of:

- (1) the date the Insured Person ceases to be Comatose due to that Injury;
- (2) the date the Insured Person dies; or
- (3) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals the Maximum Amount.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Comatose for less than a full month.

We reserve the right, at the end of the first [30, 60, 90] consecutive days of Coma and as often as We may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Insured Person is Comatose, including, but not limited to, requiring an independent medical examination at Our expense.

“Coma, Comatose” means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. The Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Common Accident Benefit]

[If both the Insured and the Insured’s spouse or Domestic Partner sustain Injuries from a Common Accident that result in both their deaths within [90, 120, 180, 365] days of the Common Accident that caused the Injuries, the Insured’s spouse’s or Domestic Partner’s Accidental Death Benefit will be as shown in the Benefit Schedule.

“Common Accident” means the same accident or separate accidents that occur within the same 24-hour period.]

[Common Carrier Benefit]

[If an Insured Person dies as a direct result of an Injury involving a collision, crash or sinking of a Common Carrier while riding as a fare-paying passenger within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit in the amount shown on the Benefit Schedule.

“Common Carrier” means an air, land or water vehicle (other than a personal, rental, or chartered vehicle) licensed to carry passengers for hire and available to the public. Common carrier includes aircraft, taxis, trains, buses, ferries, ships, and other common means of public transportation.]

[Dependent Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to the Insured’s beneficiary, in the amount shown on the Benefit Schedule, for each Eligible Dependent, subject to the following conditions:

- (1) an Accidental Death Benefit must be payable under the terms of this policy; and
- (2) coverage must be in force on the date of death; and
- (3) [there must be at least one Eligible Dependent as of the date of the Insured’s or Insured Spouse’s accidental death.]

[If there are no Eligible Dependents, a benefit amount, as shown on the Benefit Schedule, will be paid.

“Eligible Dependent” means spouse, Domestic Partner, or Dependent Child.]

[Dependent Child Care Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to the person responsible for incurring Child Care Expenses for any surviving Dependent Children, subject to the conditions and limitations below.

The [monthly] [annual] benefit for each Dependent Child will be as shown on the Benefit Schedule.

The benefit will be paid [in equal monthly installments] [annually] for [1, 2, 3, 4, 5] year[s] as long as the insured Dependent Child continues to be enrolled with a Day Care Provider, but not beyond the earliest of:

- (1) the Dependent Child attains Age 13; or
- (2) [2, 3, 4, 5, 6] years have elapsed since the date of the Insured’s or Insured Spouse’s accidental death, or
- (3) The benefit maximum shown on the Benefit Schedule is paid.

[One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses.]

[One fifty-second (1/52) of the annual benefit will be paid for each week of a partial month of Child Care Expenses.]

Proof of incurred Child Care Expenses shall be required before any benefit payment is made.

The maximum Dependent Child Care Benefit payable, regardless of the number of Dependent Children who qualify, is shown on the Benefit Schedule.

“Child Care Expenses” means those expenses which are for a service or supply furnished by a licensed Day Care Provider for a Dependent Child’s care.

“Day Care Provider,” means:

- (1) a facility which is legally licensed or recognized by a legal authority to provide care and supervision for children in a group setting on a regular, daily and non-resident basis; or
- (2) an individual legally licensed or authorized by a legal authority who provides child care and supervision for such Dependent Children in the Insured Person’s home.

As used in this policy, “Day Care Provider” does not include a Hospital or other medical facility.]

[Disappearance [and Exposure] Benefit]

[If an Insured Person’s body has not been found after one year from the date the conveyance in which the Insured Person was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of this policy and any concerns of fraud or foul play, that the Insured Person has died as a result of a Injury. Such accidental death shall be considered a covered loss under this policy.

[Unavoidable exposure to the elements resulting in the Insured Person’s Injury or death will be considered a covered loss for the purpose of determining benefits payable under this policy.]]

[Dislocations [and Fractures] Benefit]

[If an Insured Person sustains an Injury that results directly in one of the Dislocations specified below and that Dislocation requires Reduction under anesthesia by a licensed Physician, We will pay the percentage shown below of the Dislocations Benefit Maximum Amount shown in the Benefit Schedule.

Only one Dislocations Benefit is payable during the Insured Person’s lifetime for each Dislocation listed below.

[Dislocation]	[Percentage of Maximum Amount]
[Hip]	[25%]
[Knee]	[25%]
[Wrist]	[25%]
[Elbow]	[25%]
[Ankle]	[25%]
[Shoulder blade]	[25%]
[Collarbone]	[25%]
[Jaw]	[25%]]

[If an Insured Person sustains an Injury that directly results in one of the Fractures specified below, We will pay the percentage shown below of the Fractures Benefit Maximum Amount shown in the Benefit Schedule.

Only one Fractures Benefit is payable during the Insured Person’s lifetime for each Fracture listed below.

[Fracture]	[Percentage of Maximum Amount]
[Hip]	[80%]
[Pelvis (excluding Coccyx and Sacrum)]	[80%]
[Skull (excluding Nose, Lower Jaw and Teeth)]	[50%]
[Thigh (excluding Kneecap)]	[40%]
[Upper Arm]	[40%]
[Ankle]	[35%]
[Lower Leg (excluding Kneecap)]	[35%]
[Heel]	[40%]
[Shoulder Blade]	[35%]
[Lower Jaw]	[30%]
[Collarbone]	[30%]
[Forearm (excluding Wrist)]	[25%]
[Wrist]	[25%]
[Vertebrae (each) – Vertebral Arch (excluding Coccyx)]	[20%]
[Sternum (Breastbone)]	[15%]
[Kneecap]	[15%]
[Cheekbone]	[15%]
[Hand (excluding Fingers, Thumb, and/or Wrist)]	[10%]
[Foot (excluding Toes, Heel, and/or Ankle)]	[10%]
[Coccyx]	[25%]]

The total Dislocations[and Fractures] benefits payable over the lifetime of this policy shall not exceed 100% of the Maximum Amount as shown in the Benefit Schedule.

In addition to the exclusions set forth in the Exclusions section of this policy, the Dislocations [and Fractures] Benefits are not payable for:

- (1) an Injury resulting in a Dislocation [or Fracture] if Osteoporosis [or Pathological Fracture] was diagnosed prior to the Insured Person’s effective date of coverage ;
- (2) [Hairline Fractures].

If the Insured Person’s claim is payable for a Dislocation [or a Fracture], and either Osteoporosis or bone disease is first diagnosed at the time of such claim or first diagnosed prior to the claim but after the effective date of the Insured Person’s coverage , We will pay the benefit for that claim. However, no further Dislocations [and Fractures] benefits will be payable for the Insured Person.

["Coccyx" means four fused vertebrae at the bottom of the spine.]

"Dislocation", means that one or more bones are out of place, out of joint, or out of position. Dislocation does not include fingers and toes.

["Fracture" means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.]

["Hairline Fracture" means a break that appears as a narrow crack along the surface of the bone.]

"Osteoporosis" means the thinning of bone with reduction in bone mass due to depletion of calcium and bone protein.

["Pathological Fracture" means any Fracture in an area where pre-existing disease has caused weakening of the bone.]

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Reduction" means restoration to a normal position, of a Dislocated bone or joint]

[Education Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to each eligible Dependent Child, subject to the following:

- (1) an Accidental Death Benefit must be payable under the terms of this policy;
- (2) the Dependent Child must be attending or enrolled to attend an accredited institution of higher learning beyond the 12th grade level, as a full-time student, on the date of the Injury causing the Insured's or Insured Spouse's death or was at the 12th grade level and subsequently enrolls as a full-time day student at an accredited institution of higher learning within 365 days following the date of the Injury.

The amount of the Education Benefit for the Dependent Children will be paid in equal annual installments, and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to the surviving spouse or Domestic Partner provided an Accidental Death Benefit is payable under the terms of this policy and that the spouse or Domestic Partner enrolls as a full-time student in an accredited educational institution or an institution of vocational training for the purpose of preparing for full-time employment within 365 days after the date of such loss.

The amount of the Education Benefit for the [Dependent Children] [and/or] [spouse or Domestic Partner] will be paid in equal annual installments and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

Proof of such costs will be required before benefits are paid.]

[If an Insured or Insured Spouse sustains a covered accidental death for which benefits are payable under this policy, and no Education Benefit is payable under the terms described above, We will pay a benefit in the amount shown on the Benefit Schedule.]

[Emergency [Transportation] [and] [Treatment] Benefit]

[Emergency Transportation Benefit. If an Insured Person sustains an Injury that requires Emergency Treatment within [12, 24, 48] hours of the date of the accident that caused the Injury and it is determined that it is Medically Necessary that the Insured Person be transported to a Hospital or a Satellite Emergency Center by Ambulance, We will pay [the lesser of the actual incurred costs or] [100%] of the Emergency Transportation Maximum Amount shown in the Benefit Schedule. Only one Emergency Transportation Benefit is payable for any one accident.

[The maximum number of Emergency Transportation Benefits payable per calendar year for an Insured Person, regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[Emergency Treatment Benefit. If an Insured Person sustains an Injury that, within [24, 48, 72] hours of the date of the accident that caused the Injury, requires the Insured Person to receive Medically Necessary Emergency Treatment in a Hospital emergency room or a Satellite Emergency Center, We will pay the lesser of the actual incurred costs or] [100%] [of the applicable] Emergency Treatment Maximum Amount shown in the Benefit Schedule. Only one Emergency Treatment Benefit[, the largest,] is payable for any one accident incurred.

[The maximum number of Emergency Treatment benefits payable per calendar year for an Insured Person regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[If an Insured Person incurs expenses for both Emergency Transportation and Emergency Treatment due to the same accident, only one amount, the highest, will be paid.] [The maximum number of combined Emergency Transportation benefits and Emergency Treatment benefits payable for an Insured Person per calendar year regardless of the number of accidents incurred in that same calendar year is shown on the Benefit Schedule.]

[“Ambulance” means any publicly or privately owned surface, water or air vehicle, including a helicopter that is specifically designed and constructed or modified and equipped to be used, maintained or operated primarily for the transportation of individuals who are sick, injured or wounded.

Ambulance does not include a surface, water or air vehicle that is owned and operated to accommodate an incapacitated or Disabled person who does not require medical monitoring, care or treatment during transport.]

“Emergency Treatment” means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of a person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means an Emergency [Transportation] [or] [Treatment] that is: (1) essential for the diagnosis, treatment and care of the Injury; (2) meets generally accepted standards of medical practice; and (3) is ordered by a licensed Physician and performed under the licensed Physician’s care, supervision or order.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Satellite Emergency Center” means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician for the practice of medicine or dentistry.]

[Escalator Benefit]

[Refer to the Benefit Schedule for the benefits under this policy to which the Escalator Benefit applies, the percentage of the Escalator Benefit increase applied to each benefit, and the period of time for which the Escalator percentage increases are provided. Each increase will be based on the initial benefit amount.]

[Family Leave Benefit]

[(Not applicable to an Insured Person [or] [Insured Person’s spouse or Domestic Partner] Age [70, 75, 80, 85] or older on the date of the accident).]

[If an [Insured Person [or/;] [Insured Person’s spouse or Domestic Partner][or an Immediate Family Member] is Disabled due to an Injury within [90, 120, 180, 365] days of the date of the accident which caused the Injury; and [

- (1) [an [Insured Person [or] [Insured Person’s spouse or Domestic Partner] takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Disabled Immediate Family Member]; or]
- (2) [[an Immediate Family Member takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Insured Person [or Insured Person’s spouse or Domestic Partner]]

within [90, 120, 180, 365] days of the date the accident which caused an [Insured Person] [or] [Insured Person's spouse or Domestic Partner] [or] [Immediate Family Member] to be Disabled, We will pay a monthly benefit to the Insured Person beginning [30, 60, 90, 120, 180, 365] days from the date the Caregiver ceased receiving wages due to resignation or unpaid leave of absence to provide Continuous Care to the Disabled person.

The amount of the Family Leave Benefit will be the lesser of:

- (1) The family leave monthly Maximum Amount specified in the Benefit Schedule; or
- (2) The result of multiplying 1/12th of the annual earnings of the Caregiver by the percentage of earnings reflected in the Family Leave Benefit in the Benefit Schedule].

[The benefit is payable monthly as long as [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] remains continuously Disabled due to that Injury, but ceases on the earliest of:

- (1) the date the Disabled person ceases to be Disabled due to that Injury;
- (2) the date the Disabled person or the Caregiver dies;
- (3) the date the Caregiver ceases to spend [20, 30, 40] hours per week to provide Continuous Care to the Disabled person for any reason;
- (4) the date the Caregiver returns to Full-Time Employment; or
- (5) the date the benefit has been paid for the maximum number of months specified for the Family Leave Benefit shown in the Benefit Schedule.

Once the maximum is reached, no benefits are payable for any additional cause of Disability during an Insured Person's lifetime.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled for less than a full month. Only one benefit is provided for any one month of Disability, regardless of the number of Injuries or accidents causing the Disability. Only one benefit is payable under this policy for any Disability due to the same accident, regardless of the [number of people Disabled,] the number of times [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled [, or the number of people who resign or take a leave of absence to provide Continuous Care].

We reserve the right to request proof of voluntary termination or leave of absence from Full-Time Employment without pay prior to payment of benefits. We also reserve the right to request proof of Disability or continuing Disability, including, but not limited to, requiring an independent medical examination at Our expense as often as may be reasonably required.

[An Immediate Family Member who takes a leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care must be at least 18 years of Age.]

"Annual Earnings" means base annual salary for the 12 months of employment with the same employer immediately preceding resignation or leave of absence to provide Continuous Care for the Disabled person, exclusive of overtime, bonuses, tips, commissions and special compensation. Annual earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statement from an employer.

"Caregiver" means the person who resigns or takes an unpaid leave of absence to provide Continuous Care.

"Continuous Care" means activities related to the physical life, health and safety of the Disabled person which must include assisting with two or more of the following: (1) bathing with sponge, bath, or shower; (2) dressing; (3) toilet use; (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

"Disabled, Disability" means that, as the result of an Injury, [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Insured Person's Immediate Family Member]:

- (1) [is completely unable to perform the duties of any full-time or part-time occupation] [or, in the case of a child under Age [15], is unable to attend school on a full-time or part-time basis;];
- (2) requires the Continuous Care of the Caregiver; and
- (3) requires the supervision of a Physician unless [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] has reached his or her maximum point of recovery.

"Full-Time Employment" means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Disability.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Felonious Assault Benefit]

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is:

- (1) not a moving violation as defined under the applicable state motor vehicle laws; and
- (2) not an act of an Immediate Family Member[, another Insured Person] or an individual who resides with an Insured Person.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

“Felonious Assault” means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

[Funeral Expense Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit amount, as shown in the Benefit Schedule, to help with customary funeral expenses such as services and materials provided by an undertaker, or a tombstone or plaque.

The benefit will be paid to the person who provides proof they paid, or will pay, the funeral expenses.]

[Grief Counseling Benefit]

[If an Insured or an Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury and is survived by their spouse or Domestic Partner, and/or Dependent Children, We will pay a benefit for counseling services received by the Insured Person’s spouse or Domestic Partner, and/or Dependent Children within 1 year of an Insured’s or Insured Spouse’s accidental death.

Upon Our receipt of proof of payment for such counseling sessions, We will pay the amount shown on the Benefit Schedule per counseling session, limited to the maximum number of sessions shown on the Benefit Schedule for spouse or Domestic Partner, and all Dependent Children combined.

The benefit will be paid to the person who provides proof they paid for the counseling services.]

[Homecare Benefit]

[(Not applicable to an Insured or Insured Spouse Age [70, 75, 80, 85] or older on the date of the accident)].

[If, as the result of an Injury, an Insured or Insured Spouse [becomes Totally and Permanently Accidentally Disabled] within [90, 120, 180, 365] days of the accident that caused the Injury [and] requires Continuous Care, We will pay the Insured or Insured Spouse a monthly Homecare Benefit [beginning 30, 60, 90, 120, 180, 365, 730] days from the date of the disabling Injury as shown below:

[A] [Continuous Care provided by Qualifying Family Member:

If Continuous Care is provided by a Qualifying Family Member, We will pay a benefit equal to [25 - 60%] of the Qualifying Family Member’s Monthly Earnings up to [the Maximum Monthly Benefit shown on the Benefit Schedule] [a maximum of [25 - 75%] of the monthly Total and Permanent Accidental Disability Benefit an Insured Person [or Insured Person’s spouse or Domestic Partner] is receiving.]

[B][Continuous Care provided by Homecare Provider:

If Continuous Care is provided by a Homecare Provider, We will pay a benefit equal to [the Maximum Monthly Benefit shown on the Benefit Schedule] [[50%] of the monthly Total and Permanent Accidental Disability Benefit an Insured or Insured Spouse is receiving.]

Homecare benefits for Continuous Care provided by either a Qualifying Family Member or a Homecare Provider will be payable [for the first [6, 12, 24] months an Insured or Insured Spouse receives [monthly Total and Permanent Accidental Disability benefits] [Continuous Care] but will end on] [until] the earliest of:

- (1) the date an Insured or Insured Spouse ceases to be Totally and Permanently Accidentally Disabled;
- (2) the date an Insured or Insured Spouse dies; or
- (3) the date the [Qualifying Family Member ceases to spend at least [20, 30, 40] hours per week][, or a] [Homecare Provider ceases to spend [10, 15, 20] hours per week.] to provide Continuous Care to an Insured or Insured Spouse for any reason.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when an Insured or Insured Spouse is under Continuous Care for less than a full month.

[Only one Homecare benefit, the largest, is payable for any one month an Insured or Insured Spouse receives Continuous Care, regardless of the number of [Qualifying

Family Members] [or] [Homecare Providers] providing Continuous Care.]

“Continuous Care” means [at least [20, 30, 40] hours a week of care by a Qualifying Family Member][or][at least [10, 15, 20] hours a week by a Homecare Provider] at home for activities related to the physical life, health and safety of an Insured or an Insured Spouse which must include assisting with [two or more of the following:] (1) bathing with sponge, bath or shower; (2) dressing; (3) toilet use; (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

“Full-Time Employment” means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Total and Permanent Accidental Disability.

[“Homecare Provider” means a licensed home health care professional or registered nurse, and not a Physician.]

[“Monthly Earnings” means 1/12th of the base annual salary for the 12 months of employment immediately preceding resignation or a leave of absence to provide Continuous Care for an Insured or Insured Spouse exclusive of overtime, bonuses, tips, commissions and special compensation. Monthly Earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2’s, 1099’s, tax returns or statements from the employer.]

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

[“Qualifying Family Member” means an Insured’s or Insured Spouse’s parent, spouse, Domestic Partner, sibling or child who is at least 18 years of Age, and who took an unpaid leave of absence or resigned from his or her Full-Time Employment to provide Continuous Care for an Insured or Insured Spouse.]

[“Total and Permanent Accidental Disability” means an Insured’s or Insured Spouse’s inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means that an Insured or an Insured Spouse:

- (1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in

Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

- (2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

[“Loss of a Hand or Foot” means complete severance at or above the wrists or ankle joints without subsequent reattachment.

[“Loss of Sight in Both Eyes” means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

[“Loss of Hearing in Both Ears” means the entire and irrecoverable loss of the ability to hear in both ears.]

[“Loss of Speech” means total and irreversible loss of the ability to speak.]

“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.

“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]]

[In-Hospital Accident Daily Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary Confinement due to that Injury[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Days of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. It is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required.

“Day(s) of Confinement” means a day of Hospital Confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement” means a period of consecutive days of confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician,” as used in this benefit, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[In-Hospital Accident Single Payment Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [after 30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement due to that Injury. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown in the Benefit Schedule. [The benefit is payable in one lump sum. The benefit is payable only once during an Insured Person's lifetime.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician”, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[In-Hospital Sickness Daily Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after the Insured Person attained Age [65, 70, 75, 80].]

[If], after the Insured Person has been covered under this policy for at least [6-36] consecutive months, an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit after [1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60] consecutive day(s) of Medically Necessary confinement due to that Sickness [, retroactive to the [first] Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Sickness. The benefit is payable [monthly, weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. [For any one Day of Confinement, only the largest of the In-Hospital Accident and In-Hospital Sickness Daily Benefit for which the Insured Person qualifies will be paid.] Once the maximum has been reached, no benefits are payable for any additional confinements due to Sickness for an Insured Person’s lifetime.

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from the effective date of the Insured Person’s coverage or effective date of reinstatement under this policy.

“Pre-Existing Condition” means a condition for which the Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless that person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Sickness” means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].

Any Exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is hereby waived for this benefit.]

[In-Hospital Sickness Single Payment Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after an Insured Person attained Age [65, 70, 75, 80].]

[If, after an Insured Person has been covered under this policy for at least [6-36] consecutive months,] an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit after [30, 60, 90, 120, 150, 180] consecutive days of Medically Necessary confinement due to that Sickness]. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown on the Benefit Schedule. The benefit is payable in one lump sum. The benefit is payable only once during an Insured Person's lifetime.

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from an Insured Person's effective date of coverage or effective date of reinstatement under this policy.

"Pre-Existing Condition" means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the six month period immediately prior to the effective date.]

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless that person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that a covered accident medical service is: (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Sickness" means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].

Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is hereby waived for this benefit.]

[Intensive Care Unit Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in confinement in an Intensive Care Unit] [If benefits are payable for an Insured Person under the In-Hospital Accident or Sickness [Daily] [or] [Single Payment] Benefit, and the Insured Person becomes confined in an Intensive Care Unit], We will pay a benefit in the amount shown on the Benefit Schedule for each Day of Confinement in and charged for an Intensive Care Unit. For each Period of Confinement, the Intensive Care Unit benefit is payable for up to the maximum number of days shown on the Benefit Schedule.

Only one daily benefit is provided for any one day of Intensive Care Unit confinement, regardless of the number of Sicknesses or Injuries for which confinement is required.

Once the maximum benefit amount shown on the Benefit Schedule is reached no additional Intensive Care Unit benefits will be payable during the Insured Person's lifetime.

"Day(s) of Confinement" means a day of ICU confinement as an Inpatient.

“Hospital” means a facility which:

- (5) is operated according to law for the care and treatment of injured and sick people;
- (6) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (7) has 24 hour nursing service by registered nurses (R.N.'s); and
- (8) is supervised by one or more Physicians.

A Hospital does not include:

- (3) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (4) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” as used in this benefit means a person:

- (1) who is confined to an ICU as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the ICU unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Intensive Care Unit (ICU)” means a specifically designated facility in the Hospital that provides the highest level of medical care and that is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. The ICU must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured, and the patients must be under constant and continual observation by the nursing staffs assigned exclusively to the ICU on a full-time basis. These units must be listed as Intensive Care Units in the current edition of the American Hospital Association Guide or be eligible to be listed therein. This guide lists three types of facilities that meet this definition: (1) Intensive Care Units; (2) Cardiac Intensive Care Units, and (3) Infant (Neonatal) Intensive Care Units.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.]

“Sickness” means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].]

Medical Evacuation Benefit

[If, as a result of an Injury, an Insured Person requires air transport to a Hospital or Satellite Emergency Center while the Insured Person is outside [a 100 mile radius from his or her current place of primary residence] [the United States], We will pay a benefit equal to the lesser of the incurred costs for such air transport or the amount shown in the Benefit Schedule.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Satellite Emergency Center” means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician for the practice of medicine or dentistry.]

[Paralysis Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, results in any one of the types of Paralysis specified below, We will pay the percentage of the Maximum Amount shown in the Benefit Schedule where the percentage is determined by the type of Paralysis as follows:

Type of Paralysis	Percentage of Maximum Amount
[Quadriplegia]	[100%]
[Paraplegia]	[50,75,100]%]
[Hemiplegia]	[50,75,100]%]
[Uniplegia]	[25%]

[“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.]

[“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.]

[“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.]

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]

[“Limb” means the entire arm or entire leg, including the hand and foot.]

The Paralysis must continue for [6, 12, 24] months before the benefit will be paid.

If an Insured Person sustains more than one type of Paralysis as a result of the same accident, only one amount, the largest, will be paid. Once the Maximum Amount shown on the Benefit Schedule is paid, no benefits are payable for any additional Paralysis resulting from an Injury sustained during an Insured Person’s lifetime.]

[[Physician’s] [or] [Dentist’s] Office Visit Benefit]

[If [, after an Insured Person has been covered under this policy for [1, 2, 3, 6, 12] consecutive months] the Insured Person visits a [Physician’s] [or] [Dentist’s] office for [[Routine Well Care] [or] [treatment of] an Injury or Sickness while coverage is in force, We will pay a benefit equal to the per visit benefit amount shown in the Benefit Schedule, subject to the [maximum [and combined maximum] number of visits] [and the] [maximum [and combined maximum] benefit amount] shown in the Benefit Schedule. [No benefit is payable if an Insured Person does not incur a [Physician’s] [or] [Dentist’s] office visit fee for which the Insured Person has no recourse to partial or full reimbursement by other insurance or settlements.] [The [lifetime maximum number of visits]

[and] [lifetime maximum benefit amount] [is] [are] shown in the Benefit Schedule.]

No benefit is payable for elective, cosmetic, or related procedures.

No benefits will be paid for any visit[, Injury or Sickness] [or] [for any visit scheduled]]during the first [1, 2, 3, 6, 12] consecutive months of an Insured Person’s coverage.]

[Coverage under this benefit ends on [the earlier of:] [[(1) the date the [lifetime maximum number of visits [or] the lifetime maximum benefit amount] shown in the Benefit Schedule is met;] [or] [(2) [(12-60) months] from the effective date of an Insured Person’s coverage under this benefit.]]

[“Dentist” means a legally qualified Dentist who:

- (1) is licensed by the jurisdiction in which he or she practices; and
- (2) performs services within the scope of his or her license.

A Dentist may not be: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[“Routine Well Care” means a physical examination, appropriate immunization or treatment. Service must be under the supervision of or recommended by a [Physician] [or] [Dentist].

“Sickness” means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].]

[Recuperation Accident Daily Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Injury [, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Accident Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury up to the maximum number of days shown for the Recuperation Accident Daily Benefit in the Benefit Schedule during any one Period of Confinement. The

benefit is payable in one lump sum upon the Insured Person's discharge from the Hospital. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of Periods of Confinement due to Injury. Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person's lifetime.]

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Recuperation Sickness Daily Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after an Insured Person attained Age [65, 70, 75, 80].]

[If an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Sickness[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Sickness Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Sickness up to the maximum number of days shown for the Recuperation Sickness Daily Benefit in the Benefit Schedule during any one Period of Confinement. The benefit is payable in one lump sum upon the Insured Person's discharge from the Hospital. Only one benefit is provided for any one Day of Confinement, regardless of the number of Sicknesses for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of Periods of Confinement due to Sickness. Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person's lifetime.

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from an Insured Person's effective date of coverage or effective date of reinstatement under this policy.

"Pre-Existing Condition" means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date of the coverage .]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (5) is operated according to law for the care and treatment of injured and sick people;
- (6) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (7) has 24 hour nursing service by registered nurses (R.N.'s); and
- (8) is supervised by one or more Physicians.

A Hospital does not include:

- (3) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (4) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (3) who is confined to a Hospital as a registered bed patient; and
- (4) for whom at least one day’s room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that confinement as an Inpatient in a Hospital is:

- (4) essential for the diagnosis, treatment and care of the Sickness for which it is prescribed or performed;
- (5) meets generally accepted standards of medical practice; and
- (6) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Sickness,” as used in this benefit, means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].

[Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is hereby waived for this benefit.]]

[Repatriation of Remains Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in death while at least 75 miles from the Insured Person’s current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule for the preparation and transport of an Insured Person’s body.

Proof must be provided that someone has, or will, use this benefit for the preparation and transport specified and the benefit will be payable to such person.]

[Return of Premium Benefit]

The Return of Premium Benefit will be payable when We receive proof satisfactory to Us that an Insured died and no benefit is payable under this policy as a result of the Insured’s death. All payments by Us are payable at Our home office. Proof of any claim must be submitted in writing to Our home office.

The Return of Premium Benefit will be paid in a lump sum to the Insured’s beneficiary. We will pay interest on the Return of Premium Benefit from the date of the Insured’s death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage as required by state law.

The amount of the Return of Premium Benefit will be the sum total of [all] the monthly premiums the Insured has paid under this policy.] [for the [3, 5] years of coverage prior to the Insured’s death.]

[Seatbelt [and Air Bag] Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in [dismemberment] [or] [death] while driving or riding in a Private Passenger Vehicle, We will pay a benefit equal to the amount shown in the Benefit Schedule.

In order to be eligible for this benefit, the following must apply:

- [(1) An [Accidental Dismemberment] [or] [Accidental Death] benefit must be payable under this policy]; and
- [(2) the Private Passenger Vehicle was equipped with Seatbelts; and

- [(3)]** a Seatbelt was in proper use by the Insured Person at the time of the accident as certified in the official accident report or by the investigating officer[; and
- [(4)]** the seat in which the Insured Person was seated was equipped with a properly installed Air Bag at the time of the loss].

“Seatbelt” means a properly installed seatbelt (or child restraint if the Insured Person is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency.

“Private Passenger Vehicle” means a validly registered four-wheeled private passenger car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

“Air Bag” means a passive restraint device in a Private Passenger Vehicle which inflates upon collision to protect an individual from Injury or death.]]

[Simultaneous In-Hospital Accident Daily Benefit]

[If an Insured Person and an Insured Person’s spouse or Domestic Partner each sustain an Injury from the same accident that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires both to be confined in a Hospital as Inpatients at the same time, We will pay a benefit [for each day] [after 1, 2, 3] day(s) of Medically Necessary confinement due to that Injury [, retroactive to the first Day of Confinement]. No benefit is provided for [the first [1, 2, 3] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. The benefit is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement.

Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required and regardless of the number of people confined.

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and

- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined in a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury;
- (2) in accordance with generally accepted standards of medical practice; and
- (3) ordered by a Physician.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Insured Person; (2) the Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Temporary Total Disability Accident Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [60, 64, 65, 70].

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If,] as a result of an Injury, an Insured Person is rendered Temporarily Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Temporary Total Disability due to that Injury continues for [6, 12, 24] consecutive months, We will pay a monthly benefit equal to 100% of the Temporary Total Disability Accident Maximum Amount shown in the Benefit Schedule. The benefit is payable as long as the Insured

Person remains continuously Temporarily Totally Disabled due to that Injury, but ceases on the earliest of:

- (1) [an Insured Person's 55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date the Insured Person ceases to be Temporarily Totally Disabled due to that Injury;
- (3) the date the Insured Person dies; or
- (4) the date this benefit has been paid for the maximum number of payments as shown in the Benefit Schedule; or
- (5) the date the lifetime Maximum Amount has been paid as shown in the Benefit Schedule.]

We will pay benefits calculated at the rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Temporarily Totally Disabled for less than a full month. Only one benefit is provided for any one month of Temporary Total Disability, regardless of the number of Injuries causing the Temporary Total Disability or the number of losses incurred.

No benefits are payable if an Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

[Benefit Offsets. The Temporary Total Disability Benefit will be reduced by amounts paid to the Insured Person, due to the same Temporary Total Disability, under any of the following: [other group insurance plans;] [salary continuance, accumulated sick leave;] [wage benefits under Worker's Compensation and similar laws;] [state statutory Disability benefit laws].]

[Recurrent Disability. Recurrent periods of Temporary Total Disability, due to the same or a related Injury, will be considered one period of Temporary Total Disability if separated by less than [90, 180] consecutive days of return to any full-time work.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Temporarily Totally Disabled, Temporary Total Disability" means: (1) [Disability that prevents an Insured Person from performing the material and substantial duties of an Insured Person's own occupation] [Disability that prevents an Insured Person from performing the material and substantial duties of any occupation on a full-time or part-time basis for which an Insured Person is qualified by reason of education, training or experience.]; and (2) requires that an Insured Person is under the supervision of a Physician.]

[Total and Permanent Accidental Disability Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].

[Upon receipt of proof satisfactory to Us that an Insured Person sustained a Total and Permanent Accidental Disability, [prior to Age [55, 60, 64, 65, 70]], as a result of an Injury within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, [a monthly] [a lump sum] benefit amount, as shown in the Benefit Schedule, will be payable.

[Monthly payments, if applicable, will continue until the earliest of:

- (1) [an Insured Person's [55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date an Insured Person recovers and is no longer Totally and Permanently Accidentally Disabled]; or
- (3) the date the maximum number of payments, shown in the Benefit Schedule, have been paid; or
- (4) the date an Insured Person fails to furnish proof of continued Disability when requested or refuses to submit to a required medical examination; or
- (5) the date of an Insured Person's death.]

If an Accidental Death Benefit is payable under this policy, the amount of such benefit will be reduced by the amount of insurance paid under this Total and Permanent Accidental Disability Benefit.

In no event will the amount payable under this benefit exceed the lifetime Maximum Amount shown in the Benefit Schedule.

No benefits are payable if an Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

The Total and Permanent Accidental Disability must occur while an Insured Person's coverage is in force.

[“Total and Permanent Accidental Disability” means an Insured Person's inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured Person from performing such occupation for life.]

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that an Insured Person:

(1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent an Insured Person for life from performing such occupation.]

["Loss of a Hand or Foot" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight in Both Eyes" means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Hearing in Both Ears" means the entire and irrecoverable loss of the ability to hear in both ears.

"Loss of Speech" means total and irreversible loss of the ability to speak.

"Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

"Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.

"Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.

"Uniplegia" means the complete and irreversible Paralysis of one Limb.]

[Travel Care Benefit]

[If an Insured Person is confined to a Hospital for longer than [7, 10, 14] days as the result of an accidental Injury incurred while traveling outside a 100 mile radius of the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule to:

- (1) return the Insured Person's Dependent Child(ren), under Age 18, or one companion, who were traveling with the Insured Person, back home; or
- (2) for one person to visit the Insured Person during such confinement in a Hospital.

Proof must be provided that someone has, or will, use this benefit for the travel specified.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Waiver of Premium Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If,] while under Age [55, 60, 64, 65, 70], and as a result of an Injury, an Insured Person becomes Totally and Permanently Accidentally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, the Insured Person's insurance will be continued in force without payment of premium during the uninterrupted continuance of the Total and Permanent Accidental Disability. The Insured Person must continue premium payments during the [6, 9, 12, 24] month waiting period. Insurance continued under this benefit will include only insurance amounts and benefits which are in force on the date of the onset of the Insured Person's Total and Permanent Accidental Disability. [However, additional Dependents may become insured under this policy while the Insured Person is Totally and Permanently Accidentally Disabled, provided additional premium would not otherwise be required.]

The waiver of premium will cease on the earliest of:

- (1) the date the Insured Person is no longer Totally and Permanently Accidentally Disabled; or
- (2) the date the Insured Person fails to submit the required proof of continuous Disability; or
- (3) the date the Insured Person fails to submit to any physical examination; or
- (4) the date the Insured Person attains Age [55, 60, 64, 65, 70]; or
- (5) the date of the Insured Person's death; or
- (6) the date this policy terminates.

"Dependent" means an Insured Person's spouse or Domestic Partner, or Dependent Child.

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means an Insured Person's permanent and complete inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person for life from performing any occupation.]

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that the Insured Person:

(1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person from performing such occupation for life.]

["Loss of a Hand or Foot" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

["Loss of Sight in Both Eyes" means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

["Loss of Hearing in Both Ears" means the entire and irrecoverable loss of the ability to hear in both ears.]

["Loss of Speech" means total and irreversible loss of the ability to speak.]

"Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

"Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.

"Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.

["Uniplegia" means the complete and irreversible Paralysis of one Limb.]]

[Weekly Accident Benefit]

[If, as a result of an Injury, an Insured Person is rendered Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, We will pay a benefit after [1, 3, 7, 14, 30, 60, 90, 180] day(s) of the Total Disability due to that Injury in any one Period of Disability [retroactive to the first day of Total Disability in that Period of Disability]. [No benefit is provided for the first [1, 3, 7, 14, 30, 60, 90, 180] day(s) of Total Disability in that Period of Disability.]

The amount of the benefit per week is [the lesser of: (1) the weekly Maximum Amount shown for the Weekly Accident Benefit in the Benefit Schedule; [or (2) [50, 66, 2/3, 75]% of Weekly Earnings.] The benefit is payable weekly so long as the Insured Person remains Totally Disabled due to the Injury and so long as the number of payments made in relation to this benefit over the lifetime of this policy does not exceed the maximum number of weeks shown for the Weekly Accident Benefit in the Benefit Schedule.

We will pay benefits calculated at a rate of 1/7th of the weekly benefit for each day of Total Disability for which We are liable when the Insured Person is Totally Disabled for less than a full week. Only one benefit is provided for any one day of Total Disability, regardless of the number of Injuries causing the Total Disability. No benefits are payable if the Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

If the Insured Person returns to perform the material and substantial duties of his or her Occupation for any employer on a full or part-time basis, the Insured Person may return to Total Disability status if: (1) the Insured Person has not been back to work for longer than [30] days; and (2) the Insured Person is again Totally Disabled due to the same Injury which caused the original Total Disability.

Periods of Total Disability separated by less than 30 consecutive days will be considered one period of Total Disability unless due to separate and unrelated causes. We reserve the right (as often as We may reasonably require) to determine, on the basis of all the facts and circumstances, that the Insured Person is Totally Disabled, including, but not limited to, requiring an independent medical examination provided at Our expense.

Coordination with Other Income Benefits. The amount of the Weekly Accident Benefit will be reduced, if necessary, so that the sum of the Weekly Accident Benefit plus all Other Income Benefits to which the Insured Person is entitled for that week does not exceed [75, 100]% of the Insured Person's Weekly Earnings. If the sum of all Other Income Benefits equals or exceeds [75, 100]% of the Insured Person's Weekly Earnings, no Weekly Accident Benefit is payable for that week. If any Other Income Benefits are payable on a basis other than weekly, We will calculate the equivalent weekly payment and reduce each Weekly Accident Benefit accordingly.

Facility of Payment. A payment made under another Disability plan may include an amount which should have been paid under this benefit. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this benefit. We will not have to pay that amount again.

Right of Recovery. If the amount of the payments made by Us is more than it should have paid under the coordination with Other Income Benefits provision, We may recover the excess from one or more of: (1) the beneficiary or Insured Person ; (2) insurance companies; or (3) other organizations.]

"Occupation" means the occupation, job or work the Insured Person performed at the time of the accident causing the Injury for which benefits are claimed under this benefit.

["Other Disability Plan" means: (1) any salary continuation or disability plan provided through the Insured Person's employer; (2) any group or blanket disability plan (other than this benefit) or like plan for persons in a group; (3) any Worker's Compensation Act or similar law; or (4) the United States Social Security Act including SSDI, SSI, SS Retirement, Railroad Retirement Act, PERA or any similar plan or act.

"Other Income Benefits" means any amounts that would be provided because of the Insured Person's inability to work due to the Injury for which benefits are claimed under this benefit under Other Disability Plan(s), whether or not claim is made. However, if any Other Disability Plan has provision to reduce its payments because of weekly accident benefits under this policy, and if this policy has covered the Insured Person longer than that Other Disability Plan has, that Other Disability Plan's benefits will not be considered Other Income Benefits.]

"Period of Disability" means a period of consecutive days of continuous Total Disability.

"Totally Disabled, Total Disability" means that the Insured Person is unable to perform the material and substantial duties of his or her occupation for any employer on a full-time or part-time basis.

["Weekly Earnings" means the Insured Person's base Weekly Earnings in his or her Occupation at the time of the accident causing the Injury for which benefits are claimed under this benefit. Base Weekly Earnings will be averaged over the preceding four week period prior to the date of the accident causing the Injury, but not including the week of the Injury. Overtime, bonuses, tips, commissions, reimbursements and special compensation are not included.]

Payment of Benefits

Upon receipt of satisfactory written proof of death, if a benefit is payable under this policy, it will be payable to the Insured's Beneficiary.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law. Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to the Insured unless the policy specifies otherwise. Any accrued benefits unpaid at the Insured's death will be paid to the Insured's estate.

Benefits payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the policy provides periodic payments will be paid at the end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this policy is the responsibility of the claimant and must be submitted in writing to Our home office.

Beneficiaries

The Insured may name one or more beneficiaries. If there is more than one beneficiary, each will receive an equal share, unless the Insured has requested another method in writing. In the event a beneficiary is not living at time of the Insured's death, that beneficiary's portion of the benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of simultaneous deaths of an Insured and a beneficiary, the benefit will be paid as if the Insured survived the beneficiary.

If there is no beneficiary who survives the Insured, or if the Insured does not name a beneficiary, We will pay the benefits to the Insured's lawful spouse or Domestic Partner; otherwise to the duly appointed representative of the Insured's estate.

The Insured can file a written request with Us [or Our designated Plan Administrator] to change the beneficiary. The Insured's written request will not be effective until it is recorded in Our home office records. After it has been so recorded, it will take effect as of the date the Insured signs the request. If the Insured dies before the request has been so recorded, the request will not be effective as to those benefits We have paid before the Insured's request was so recorded.

The Insured may also choose to name a beneficiary that the Insured cannot change without the beneficiary's consent. This is known as an irrevocable beneficiary.

Notice of Claim

Notice of claim must be given within 60 days after the occurrence or commencement of any loss covered under this policy. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this policy. No action at law or in equity will be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

Claim Forms

When We receive the notice of claim We will furnish the forms needed to file the proof of loss. If We do not furnish these forms within 15 days of the date We receive the notice of claim, the Insured may submit his or her own proof of loss. The proof of loss must be in writing and cover the occurrence, character, and extent of the loss. We will also advise the Insured if additional information beyond the claim forms is necessary to satisfy the proof of loss requirements under this policy.

Proof of Loss

Written proof of loss must be given within one year after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce

the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible.

[Certain facts are needed to administer any coordination with other income benefits provisions. We have the right to decide which facts are required. Each person claiming benefits under the [Accident Medical Expense Benefit,] [Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] must give Us any facts We need to review the claim, provide consent to obtain additional information as needed and cooperate with Us in Our processing of the claim.]

Premiums

[Premium Due Date

Premiums are due under this policy on an annual, semi-annual, quarterly or monthly basis based on the payment method selected by the Insured and accepted by the Plan Sponsor. Each premium payment will pay for the insurance then in effect under this policy.

[The Insured's first premium is due on the first day of the month after coverage has been effective for [30, 60, 90] days.] The first premium due date is shown on the Benefit Schedule.

Premium Payment Method

The Plan Sponsor will make the initial determination whether the Plan Sponsor will collect the premium and remit it to [Us] [the Plan Administrator] or whether the Insured will make premium payments directly to [Us] [the Plan Administrator]. Such premiums are to be paid in United States dollars.

Grace Period

This policy has a 31-day grace period. If a premium is not paid on or before the date it is due, it may be paid during the following 31-day period following the due date. The premium payment, however, must be received in Our home office within the 31-day grace period. The policy will remain in effect during the 31-day grace period. This grace period does not apply to the first premium payment.

Premium Rate Change

We have the right to change the premium rates on any premium due date but not more than once in each policy year. Premiums may be paid up to 11 months in advance.

Premium Refunds

If an Insured's coverage terminates at a time when there is unearned premium, We will refund any unearned premium.]

[If an Insured is insured under the Noncontributory Plan, the Plan Sponsor is responsible for making all required premium payments due for the Noncontributory Plan [for the term of the Noncontributory Plan shown on the Benefit Schedule.]]

Termination

You may terminate this policy by giving us 31 days prior written notice. No individual may become insured under this policy after the effective date of your notice of termination. We may terminate this policy by giving You 31 days prior written notice. We may terminate a Plan Sponsor's participation under this policy by giving the Plan Sponsor 31 days prior written notice.

The Insured's accident and sickness coverage will terminate on the earliest of:

- (1) the date the Insured is no longer eligible;
- (2) the last day for which premiums have been paid following notice of the termination of this policy;
- (3) 31 days after the due date of any premium which is not paid;
- (4) the date We receive the Insured's written request to terminate his or her insurance.

Insurance terminated for nonpayment of premiums may be reinstated, while the Insured is living, and within 31 days following the date of termination. No evidence of insurability will be required during this 31-day period. Subject to the limitations of this policy, termination of the Insured's coverage will have no effect on any claim which arises as a result of a loss occurring prior to the date of termination.

Additional Information

Misstatement of Age

If an Insured's Age has been misstated, the amount of the benefit payable under this policy will be that amount which the premiums paid would have purchased based on the Insured's correct Age. If We determine that the Insured was not eligible for coverage under this policy, due to the Insured's Age, Our liability under this policy is limited to an amount equal to the premiums paid by the Insured.

Incontestability

After the Insured's coverage has been in force during the Insured's lifetime for two years from the issue date of the Insured's coverage, We cannot contest the original issuance of the Insured's coverage for any loss that is incurred more than two years after the issue date, except for the nonpayment of premiums.

Right to Examine

We retain the right to have the Insured Person medically examined at Our own expense. We have the right and opportunity to examine the Insured Person as often as it may reasonably be required while a claim is being considered or paid.

State Notices and Provisions

[The following applies to **Alaska** residents:

1. **Exclusion** (5) is replaced with the following:

(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless administered on the advice of a physician;

[2. Wherever referenced in this policy, "**Usual and Customary Charge(s)**" means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the geographic area where the service is performed;
- (3) is based on an amount equal to or greater than the 80th percentile of charges for the geographic area where the service is performed; and
- (4) does not include charges that would not have been made if no insurance existed.]]

[The following applies to **Arkansas** residents:

Notice

This is to advise You that should any questions arise regarding this insurance, You may contact the following: Minnesota Life Insurance Company, Group Division, 400 Robert Street North, St. Paul, Minnesota 55101-2098. Telephone (651) 665-3500.

If We at Minnesota Life Insurance Company fail to provide You with reasonable and adequate service, You should feel free to contact: Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904. Telephone: (800) 832-5494 or (501) 371-2640.]

[The following applies to **California** residents:

California Contact Notice

It is important to Us that You are satisfied with this policy and the service You receive from Us. If You have an unresolved complaint, the California Insurance Department suggests that You notify their Consumer Affairs Office. Contact should be made only after communications between You and Us (the agent or other representative) have failed to produce a satisfactory solution to the problem.

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, Minnesota 55101-2098
651-665-3500

Department of Insurance
Consumer Affairs Department
300 South Spring Street
Los Angeles, California 90013
213-897-8921
Toll Free (CA Only): 800-927-4357
Office Hours: 9 A.M. to 5 P.M.

This Notice provides contact information only and is not a condition of the policy.]

[The following applies to **District of Columbia** residents:

1. The definition of **Domestic Partner** is replaced with the following:

Domestic Partner

A person:

- (1) with whom an individual maintains a committed relationship characterized by mutual caring and the sharing of a mutual residence; or
- (2) who has registered as a domestic partner by executing a declaration of domestic partnership to be filed with the state or local domestic partner registry with another person;
- (3) who is at least 18 years old and competent to contract;
- (4) who is the sole domestic partner to the other person; and
- (5) who is not married.

[The following applies to **District of Columbia** residents (continued):

2. Under the **Exclusions** section, exclusions (4), (5) and (6) are replaced with the following:

- (4) bodily or mental infirmity, illness or disease, except as state mandates;
- (5) the voluntary use of illegal drugs, the intentional taking of over-the-counter medication not in accordance with recommended dosage and warning instructions and intentional misuse of prescription drugs, except as state mandates;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto, except as state mandates;

3. Wherever used in this Policy, "**Medically Necessary**" is replaced with the following:

"Medically Necessary" means care which, in the opinion of a treating Physician, is reasonably needed to:

- (4) prevent the onset or worsening of an illness, condition, or disability;
- (5) establish a diagnosis;
- (6) provide palliative, curative, or restorative treatment for physical and/or mental health conditions; and
- (7) assist the individual to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities that are appropriate for individuals of the same age.

The fact that a Physician may prescribe, authorize or direct a service does not of itself make it Medically Necessary or covered by the group policy.

4. The **Notice of Claim** provision is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this policy, or as soon thereafter as is reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this policy.

No action at law or in equity will be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

5. The first paragraph of the **Proof of Loss** provision is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Indiana** residents:

1. The definition of **Dependent Child(ren)** is replaced with the following:

Dependent Child(ren)

The Insured's child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with the Insured for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
- (2) living in the Insured's home; and
- (3) dependent on the Insured for financial support as evidenced by the Insured's federal tax return; and
- (4) between and including the ages of birth and 19 years, or under age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution, or under age 25 if a mental or nervous condition, problem, or disorder develops which prevents the child from attending school as a full-time student, provided proof of such incapacity and dependency is furnished to us within 31 days of the child's attainment of age 25 and subsequently as may be required by us, but not more frequently than annually after the two-year period following the child's attainment of age 25.

2. The definition of **Injury** is replaced with the following:

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

[3. The **Felonious Assault Benefit** is replaced with the following:

Felonious Assault Benefit

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is not a moving violation as defined under the applicable state motor vehicle laws.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

"Felonious Assault" means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily Injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

4. The **Payment of Benefits** section is replaced with the following:

Payment of Benefits

Upon receipt of satisfactory written proof of death, if a benefit is payable under this policy, it will be payable to the Insured's beneficiary within 45 days.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to the Insured unless the policy specifies otherwise. Any accrued benefits unpaid at the Insured's death will be paid to the Insured's estate.

[The following applies to **Indiana** residents (continued):

Benefits payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the policy provides periodic payments will be paid at the end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this policy is the responsibility of the claimant and must be submitted in writing to Our home office.

5. The **Notice of Claim** section is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this policy, or as soon as reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this policy. No action at law or in equity will be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

6. The first paragraph fo the **Proof of Loss** section is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Maryland** residents:

1. The “**General Information**” provision is replaced with the following:

General Information

This policy and Your application contain the entire contract between You and Us. Any statement You made in Your signed application will be considered representations and not warranties. Also, any statement You made will not be used to void the Insured’s coverage nor defend against a claim unless the statement is contained in the Insured’s signed application.

No change or waiver of any of the provisions of this policy, or of any policy issued under it, will be valid unless made in writing by Us and signed by Our president, a vice president, Our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of this policy, or of any policy issued under it.

This policy may be amended at any time You and We agree to amend it. The consent of the Insured is not required to amend this policy. Any amendment will be without prejudice to any claim for benefits incurred prior to the date of the amendment.]

MINNESOTA LIFE

400 Robert Street North • St Paul, Minnesota 55101-2098

GROUP ACCIDENT AND SICKNESS INSURANCE • NONPARTICIPATING

Certificate of Insurance

Minnesota Life Insurance Company – A Securian Company
 400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

[Plan Administrator:
 [Address, City, State] • 1-800-XXX-XXXX]

Read Your Certificate Carefully

This certificate summarizes the principal provisions of the group policy that affect You. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the Plan Sponsor during regular working hours.

Right to Cancel

It is important to Us that You are satisfied with Your coverage under this certificate and that it meets Your insurance goals. If You are not satisfied, You may return the certificate to Us within 30 days of its receipt and receive a full refund of any premiums paid within 10 days after We receive the notice of cancellation. Upon Our cancellation of Your certificate, Your certificate will be void from the beginning as if it never had been issued.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.

Demetri E. Paderewski

Secretary

Robert L. Sankala

President

This is an accident and sickness certificate. Review the certificate carefully. This certificate provides limited benefits [and a pre-existing condition limitation]. Benefits provided are supplemental and are not intended to cover all medical expenses.

[EXCESS INSURANCE: This certificate is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the same time of the claim then the benefit amounts payable by such other medical insurance will become the deductible amount of this certificate, if any, provided, however, that such benefits exceed any deductible amount shown in the Benefit Schedule.]

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GROUP [ACCIDENT] [AND] [SICKNESS] INSURANCE • NONPARTICIPATING

General Information

You are insured under the group policy identified on the Benefit Schedule.

We retain the right to amend this certificate at any time without Your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Any statement made in Your application, in the absence of fraud, will be considered representations and not warranties. Also, any statement You made will not be used to void this certificate unless the statement is contained in Your application.

This certificate is issued in consideration of Your application and the payment of the required premiums.

This certificate replaces all prior certificates that may have been issued to You under the group policy.

Effective Date

[If You are insured under the Noncontributory Plan, Your coverage under this certificate is effective as of the Effective Date shown under the Noncontributory Plan section of the Benefit Schedule, provided the Plan Sponsor pays the required premiums for the term of the Noncontributory plan.]

[[If You are insured under the Contributory plan] Your coverage under this certificate is effective as of the Effective Date shown [under the Contributory Plan section of] [on] the Benefit Schedule, provided You pay the required premiums when due, beginning with the First Premium Due Date shown on the Benefit Schedule.]

Eligibility

You are eligible for coverage if You are over Age 18 at time of application and You are a customer of the Plan Sponsor identified on the Benefit Schedule.

Definitions

All capitalized terms in this certificate are to be given the meanings as provided in this section or as otherwise defined in this certificate.

Age

Your age on Your most recent birthday, regardless of the actual time of birth.

Benefit Schedule

The schedule attached to this certificate that outlines an Insured Person's coverage under this certificate.

Covered Activities

Those activities set out in the Covered Activities section of the Benefit Schedule, with respect to which Insured Person(s) are provided insurance coverage under this certificate.]

Dependent Child(ren)

Your unmarried child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with You for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
- (2) living in Your home; and
- (3) dependent on You for financial support as evidenced by Your federal tax return; and
- (4) between and including the ages of birth and 19 years, or under Age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution. However, the age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

Domestic Partner

An individual in a domestic partnership where the two partners live together in a committed relationship and have some type of financial interdependence.

Immediate Family Member

Your [spouse or Domestic Partner, parent, grandparent, sibling or child; and Your spouse's or Domestic Partner's parent, sibling or child].]

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident that occurs while the Insured Person's coverage under this certificate is in force;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

Insured

A person:

- (1) who is listed as Primary Insured or Joint Insured on the Benefit Schedule;
- (2) who meets the eligibility requirements as described in the Eligibility section of this certificate;
- (3) for whom premium has been paid; and
- (4) who has enrolled for coverage.

Insured Person

The Insured, and, if Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner, and Dependent Children.

Insured Spouse

If Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner.

Maximum Amount

The amount shown on the Benefit Schedule that is used to determine the maximum amounts payable under each benefit.

[Plan Administrator

The entity named on page 1 of this certificate that We have designated to administer this insurance plan on Our behalf.]

Plan Sponsor

An entity which has been accepted to participate in the Trust and makes insurance under this certificate available to its eligible customers.

You, Your

The Insured.

We, Our, Us

Minnesota Life Insurance Company.

Exclusions

No coverage will be provided under this certificate and no benefit will be paid for any Injury or loss caused directly or indirectly by, results in whole or in part from, occurs during, or there is contribution from, any of the following:

- (1) self-inflicted Injury, self destruction, or autoeroticism, whether sane or insane;
- (2) suicide or attempted suicide, whether sane or insane;
- (3) an Insured Person's participation in, or an Insured Person's attempt to commit, a crime, assault, felony,

or any illegal activity, regardless of any legal proceedings thereto;

- (4) bodily or mental infirmity, illness or disease;
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto.
- (7) infections of any kind regardless of how contracted, other than infection occurring simultaneously with, and as a direct result of, the accidental Injury;
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications;
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier;
- (10) war or any act of war, whether declared or undeclared;
- (11) riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground;
- (12) repetitive stress syndromes including but not limited to rotator cuff syndrome, bursitis, tendonitis, carpal tunnel syndrome, ulnar nerve syndrome, stress fractures, neuropathy, epicondylitis or neuritis.

[Limitations]

[Limitation on Benefit Payments. If an Insured Person sustains one or more losses from the same accident for which benefits are payable under one or more benefits provided by this certificate, the Maximum Amount payable for all benefits combined for the Insured Person will not exceed the per accident Maximum Amount specified in the Benefit Schedule.

[Limitation Due to Multiple Insurance Coverage. The insurance provided by this certificate for the [Accident Medical Expense Benefit] [, Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] shall be in excess of all other insurance and indemnity. If, at the time of occurrence of any loss payable under this certificate, there is other insurance and indemnity in place, We shall be liable only for the excess amount of the loss over the amount of such other insurance and indemnity [and after satisfaction of any Accident Medical Expense Deductible which applies under this certificate.] Covered [Accident Medical Expense Benefits] [Temporary Total Disability Accident Benefits] [, or Weekly Accident Benefits] incurred and paid by other insurance will [not] be used to satisfy any Deductible which applies under this certificate.]]

[Accidental Death Benefit]

[A benefit shall be provided only when an Insured Person's death results from an Injury. The Injury must be the sole cause of the Insured Person's death.]

The Injury resulting in the Insured Person's death must occur while coverage is in force. The Insured Person's death must occur within [90, 120, 180, 365] days after the date of the Injury. The benefit payable shall equal 100% of the Maximum Amount shown on the Benefit Schedule.]

[Accidental Dismemberment Benefit]

[If Injury to the Insured Person results in any one of the losses specified below, We will pay the percentage shown below of the Maximum Amount shown in the Benefit Schedule for that loss. The Insured Person's loss must occur within [90,120,180,365] days after the date of the Injury:

<u>For Loss Of:</u>	<u>Percentage of Maximum Amount</u>
[Speech and Hearing in Both Ears]	[100%]
[Both Hands or Both Feet or Sight of Both Eyes]	[100%]
[One Hand and One Foot]	[100%]
[One Foot and Sight of One Eye]	[100%]
[One Hand and Sight of One Eye]	[100%]
[Sight of One Eye]	[50%]
[One Hand or One Foot]	[50%]
[Speech or Hearing in Both Ears]	[50%]
[Thumb and Index Finger of Same Hand]	[25%]

If the Insured Person sustains more than one loss, only one amount, the largest to which the Insured Person is entitled, will be paid for all losses resulting from one Injury.

In no event will We pay more in total dismemberment benefits under this certificate than an amount equal to 100% of the Maximum Amount shown on the Benefit Schedule, regardless of the number of losses.

"Loss of Hands or Feet" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight, Speech, or Hearing" means the entire and irrecoverable loss of sight, speech, or hearing, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Thumb and Index Finger" means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints without subsequent reattachment.

A benefit is not payable for both Loss of Thumb and Index Finger of One Hand and the Loss of One Hand for Injury to the same hand as a result of any one accident.

A surgically reattached hand, foot, thumb or index finger will be deemed a permanent loss if, 12 months after reattachment, the limb has regained less than 50% of its normal function. The percentage of normal function must be certified by a licensed Physician.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Accident Medical Expense Benefit]

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If] an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires the Insured Person to be treated by a Physician, We will pay up to the Usual and Customary Charges paid for Medically Necessary covered accident medical services received due to that Injury, up to the Accident Medical Expense Benefit Maximum Amount shown in the Benefit Schedule for all Injuries caused by the same accident.

The Accident Medical Expense Benefit is payable for the following covered accident medical services, and only for such charges paid by the Insured Person [after the Deductible shown in the Benefit Schedule has been met and] within [26, 52,104] weeks after the date of the accident causing the Injury:

- (1) Hospital room and board (or room and board in an Intensive Care Unit;
- (2) Hospital ancillary services (including, but not limited to, use of the operating room or Emergency Room;
- (3) use of an Ambulatory Medical Center;
- (4) services of a Physician or a registered nurse (R.N.);
- (5) Ambulance service to or from a Hospital;
- (6) laboratory tests;
- (7) radiological procedures;
- (8) anesthetics and the administration of anesthetics;
- (9) blood, blood products and artificial blood products, and the transfusion thereof;
- (10) physical therapy and occupational therapy;
- (11) rental of Durable Medical Equipment;
- (12) artificial limbs, artificial eyes or other prosthetic appliances; or
- (13) medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

In addition to the exclusions set forth in the Exclusions section of this certificate, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for covered accident medical services do not include, any expense for or resulting from any of the following:

- (1) repair or replacement of existing artificial Limbs, artificial eyes or other prosthetic appliances or rental of existing durable medical equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition;
- (2) new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury [up to the dental Maximum Amount shown in the Benefit Schedule] ;
- (3) new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;
- (4) new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
- (5) rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in Our sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, We may, but are not required to, choose to consider such purchase as a usual and customary covered accident medical expense in lieu of such rental expense);
- (6) personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals[:];
- (7) [a medical evacuation for which any benefits are payable under the Medical Evacuation Benefit [:]]
- (8) [any condition for which the Insured Person claims or is paid benefits (including settlements) for any work related Injury].

“Ambulatory Medical Center” means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician’s office.

[“Deductible” means the amount of charges for Medically Necessary services that must be paid [by the Insured Person] [by the combination of the Insured Person and the provider(s) of all other insurance and indemnity in place] due to Injuries resulting from an accident before Accident Medical Expense Benefits become payable due to Injuries resulting from that accident. In no event will We pay more than the Usual and Customary Charges for such Medically Necessary services. Accident Medical Expense benefits are not payable for charges applied to the Deductible.]

“Durable Medical Equipment” refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a Hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of Injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means a covered medical service that is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Usual and Customary Charge(s)” means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for example, a Hospital room and board charge, other than for a Medically Necessary stay in an Intensive Care Unit, does not exceed the Hospital’s most common charge for semi-private room and board); and
- (3) does not include charges that would not have been made if no insurance existed.]

[Adaptive Home and Vehicle Benefit]

[If an Insured Person’s home and/or private motor vehicle require modifications to accommodate a [dismemberment loss for which a benefit is payable under this certificate] [or] [Total and Permanent Accidental Disability] resulting from an Injury, We will pay a benefit equal to the lesser of:

- (1) the Maximum Amount shown on the Benefit Schedule or;
- (2) the actual cost of the alterations.

This benefit will be payable only if the one-time costs of the alterations to the Insured Person’s home and/or private motor vehicle are:

- (1) made by a person or persons with experience in such alterations; and
- (2) recommended by a recognized organization associated with the Injury, and in the case of vehicle modifications, approved by the department of motor vehicles; and
- (3) made within [2] years from the date of the accident that caused the Injury.]

[“Total and Permanent Accidental Disability” means the inability of an Insured Person, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]

[“Total and Permanent Accidental Disability” means that an Insured Person:

- (1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or]] [(g) Loss of Speech and Hearing in Both Ears; [or]] [(h) Loss of Speech or Hearing in Both Ears; [or]] [(i) Uniplegia;] and

- (2) is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]]

[Catastrophe Cash Benefit]

[If an Insured Person’s Injury results in Paralysis or Coma within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Paralysis or Coma continues for [6, 12] consecutive months, after which a Physician determines the Insured Person’s resulting Disability to be permanent and irreversible, then We will pay a percentage of the [initial lump sum] [and] [monthly] Maximum Amount(s) shown on the Benefit Schedule, where the percentage is determined by the cause of Disability as follows:

Cause of Disability	% of [Initial Lump Sum] [and] [Monthly] Maximum Amount(s)
[Coma]	[100%]
[Paralysis of Two or More Limbs (Upper and/or Lower)]	[100%]
[Paralysis of One Limb (Upper or Lower)]	[50%]

If an Insured Person suffers more than one cause of Disability as a result of the same accident, the largest percentage (from the table above) for any one cause of Disability suffered by the Insured Person, will be used to determine the benefit payable.

The benefit payable is:

[LUMP SUM:]
[the percentage of the Maximum Amount shown above.]

[OR]

[MONTHLY:]
[a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but cease on the earlie[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid]. Once the Maximum Amount is reached, no benefits are payable for any additional cause of Disability during the Insured Person’s lifetime.]

[OR]

[LUMP SUM THEN MONTHLY:]
[the percentage of the initial lump sum Maximum Amount shown above; followed by a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The monthly benefit is payable monthly as long as the Insured Person remains continuously Disabled due to

the Paralysis or Coma, but ceases on the earlier of: (1) the date the Insured Person dies; (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid. Once the Maximum Amount is reached, no benefits are payable for any cause of Disability during the Insured Person's lifetime.]]

[If the Insured Person recovers or returns to any occupation on a full or part-time basis, the Insured Person may return to Disability status if: (1) the Insured Person has not recovered or been back to work for longer than 30 days; and (2) the attending Physician certifies a return to Disability status due to the same Paralysis or Coma which caused the original Disability.] [Periods of Disability separated by less than 30 consecutive days will be considered one period of Disability unless due to separate and unrelated causes.]

We reserve the right and will determine if the Insured Person is Disabled due to the Paralysis or Coma, including, but not limited to, requiring an independent medical examination at Our expense.

"Coma" means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. An Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

"Disabled, Disability," means that an Insured Person is under the regular care of a Physician and completely unable to perform the duties of any full-time or part-time occupation.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Limb" means entire arm or entire leg including the hand and foot.

"Paralysis", means the complete and irreversible loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[COBRA Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, and the Insured Person is survived by a spouse or Domestic Partner and/or one or more Dependent Children, We will pay a benefit to allow surviving dependents to continue their group medical coverage. The benefit will be paid to the surviving spouse or Domestic Partner, if living, otherwise to or on behalf of the Dependent Children. The benefit will be paid [annually] [monthly] and is equal to the Maximum Amount shown on the Benefit Schedule.

Before a COBRA benefit payment is made, We must receive proof that the payment will be used for continuation of the Insured Person's medical coverage pursuant to COBRA.

Benefits will continue until the earlier of:

- (1) the date the total amount of annual COBRA benefits paid equals the Maximum Amount shown on the Benefit Schedule;
- (2) the date the maximum number of [annual] [monthly] benefit payments shown on the Benefit Schedule have been made; or
- (3) the date the spouse or Domestic Partner, or Dependent Children cease being covered as COBRA participants under the Insured Person's group medical plan.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.]

[Coma Benefit]

[If Injury renders an Insured Person Comatose within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Coma continues for a period of [30, 60, 90] consecutive days, We will pay a benefit equal to 1% of the Maximum Amount as shown on the Benefit Schedule. No benefit is provided for the first [30, 60, 90] days of the Coma. Benefits are payable monthly as long as the Insured Person remains Comatose due to that Injury, but cease on the earliest of:

- (1) the date the Insured Person ceases to be Comatose due to that Injury;
- (2) the date the Insured Person dies; or
- (3) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals the Maximum Amount.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Comatose for less than a full month.

We reserve the right, at the end of the first [30, 60, 90] consecutive days of Coma and as often as We may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Insured Person is Comatose, including, but not limited to, requiring an independent medical examination at Our expense.

“Coma, Comatose” means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. The Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Common Accident Benefit]

[If both the Insured and the Insured’s spouse or Domestic Partner sustain Injuries from a Common Accident that result in both their deaths within [90, 120, 180, 365] days of the Common Accident that caused the Injuries, the Insured’s spouse’s or Domestic Partner’s Accidental Death Benefit will be as shown in the Benefit Schedule.

“Common Accident” means the same accident or separate accidents that occur within the same 24-hour period.]

[Common Carrier Benefit]

[If an Insured Person dies as a direct result of an Injury involving a collision, crash or sinking of a Common Carrier while riding as a fare-paying passenger within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit in the amount shown on the Benefit Schedule.

“Common Carrier” means an air, land or water vehicle (other than a personal, rental, or chartered vehicle) licensed to carry passengers for hire and available to the public. Common carrier includes aircraft, taxis, trains, buses, ferries, ships, and other common means of public transportation.]

[Dependent Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to Your beneficiary, in the amount shown on the Benefit Schedule, for each Eligible Dependent, subject to the following conditions:

- (1) an Accidental Death Benefit must be payable under the terms of this certificate; and
- (2) coverage must be in force on the date of death; and
- (3) [there must be at least one Eligible Dependent as of the date of the Insured’s or Insured Spouse’s accidental death.]

[If there are no Eligible Dependents, a benefit amount, as shown on the Benefit Schedule, will be paid.

“Eligible Dependent” means spouse, Domestic Partner, or Dependent Child.]

[Dependent Child Care Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to the person responsible for incurring Child Care Expenses for any surviving Dependent Children, subject to the conditions and limitations below.

The [monthly] [annual] benefit for each Dependent Child will be as shown on the Benefit Schedule.

The benefit will be paid [in equal monthly installments] [annually] for [1, 2, 3, 4, 5] year[s] as long as the insured Dependent Child continues to be enrolled with a Day Care Provider, but not beyond the earliest of:

- (1) the Dependent Child attains Age 13; or
- (2) [2, 3, 4, 5, 6] years have elapsed since the date of the Insured or Insured Spouse's accidental death, or
- (3) The benefits maximum amount shown on the Benefit Schedule is paid.

[One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses.]

[One fifty-second (1/52) of the annual benefit will be paid for each week of a partial month of Child Care Expenses.]

Proof of incurred Child Care Expenses shall be required before any benefit payment is made.

The maximum Dependent Child Care Benefit payable, regardless of the number of Dependent Children who qualify, is shown on the Benefit Schedule.

"Child Care Expenses" means those expenses which are for a service or supply furnished by a licensed Day Care Provider for a Dependent Child's care.

"Day Care Provider," means:

- (1) a facility which is legally licensed or recognized by a legal authority to provide care and supervision for children in a group setting on a regular, daily and non-resident basis; or
- (2) an individual legally licensed or authorized by a legal authority who provides child care and supervision for such Dependent Children in the Insured Person's home.

As used in this certificate, "Day Care Provider" does not include a Hospital or other medical facility.]

[Disappearance [and Exposure] Benefit]

[If an Insured Person's body has not been found after one year from the date the conveyance in which the Insured Person was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of this certificate and any concerns of fraud or foul play, that the Insured Person has died as a result of a Injury. Such accidental death shall be considered a covered loss under this certificate.

[Unavoidable exposure to the elements resulting in the Insured Person's Injury or death will be considered a covered loss for the purpose of determining benefits payable under this certificate.]]

[Dislocations [and Fractures] Benefit]

[If an Insured Person sustains an Injury that results directly in one of the Dislocations specified below and that Dislocation requires Reduction under anesthesia by a licensed Physician, We will pay the percentage shown below of the Dislocations Benefit Maximum Amount shown in the Benefit Schedule.

Only one Dislocations Benefit is payable during the Insured Person's lifetime for each Dislocation listed below.

[Dislocation]	[Percentage of Maximum Amount]
[Hip]	[25%]
[Knee]	[25%]
[Wrist]	[25%]
[Elbow]	[25%]
[Ankle]	[25%]
[Shoulder blade]	[25%]
[Collarbone]	[25%]
[Jaw]	[25%]

[If an Insured Person sustains an Injury that directly results in one of the Fractures specified below, We will pay the percentage shown below of the Fractures Benefit Maximum Amount shown in the Benefit Schedule.

Only one Fractures Benefit is payable during the Insured Person's lifetime for each Fracture listed below.

[Fracture]	[Percentage of Maximum Amount]
[Hip]	[80%]
[Pelvis (excluding Coccyx and Sacrum)]	[80%]
[Skull (excluding Nose, Lower Jaw and Teeth)]	[50%]
[Thigh (excluding Kneecap)]	[40%]
[Upper Arm]	[40%]
[Ankle]	[35%]
[Lower Leg (excluding Kneecap)]	[35%]
[Heel]	[40%]
[Shoulder Blade]	[35%]
[Lower Jaw]	[30%]
[Collarbone]	[30%]
[Forearm (excluding wrist)]	[25%]
[Wrist]	[25%]
[Vertebrae (each) – Vertebral Arch (excluding Coccyx)]	[20%]
[Sternum (Breastbone)]	[15%]
[Kneecap]	[15%]
[Cheekbone]	[15%]
[Hand (excluding Fingers, Thumb, and/or Wrist)]	[10%]
[Foot (excluding Toes, Heel, and/or Ankle)]	[10%]
[Coccyx]	[25%]

The total Dislocations [and Fractures] benefits payable over the lifetime of this certificate shall not exceed 100% of the Maximum Amount as shown in the Benefit Schedule.

In addition to the exclusions set forth in the Exclusions section of this certificate, the Dislocations [and Fractures] benefits are not payable for:

- (1) an Injury resulting in a Dislocation [or Fracture] if Osteoporosis [or Pathological Fracture] was diagnosed prior to the Insured Person's effective date of coverage;
- (2) [Hairline Fractures].

If the Insured Person's claim is payable for a Dislocation [or a Fracture], and either Osteoporosis or bone disease is first diagnosed at the time of such claim or first diagnosed prior to the claim but after the effective date of the Insured Person's coverage, We will pay the benefit for that claim. However, no further Dislocations [and Fractures] benefits will be payable for the Insured.

["Coccyx" means four fused vertebrae at the bottom of the spine.]

"Dislocation", means that one or more bones are out of place, out of joint, or out of position. Dislocation does not include fingers and toes.

["Fracture" means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.]

["Hairline Fracture" means a break that appears as a narrow crack along the surface of the bone.]

"Osteoporosis" means the thinning of bone with reduction in bone mass due to depletion of calcium and bone protein.

["Pathological Fracture" means any Fracture in an area where pre-existing disease has caused weakening of the bone.]

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Reduction" means restoration to a normal position, of a Dislocated bone or joint.]

[Education Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to each eligible Dependent Child, subject to the following:

- (1) an Accidental Death Benefit must be payable under the terms of this certificate;
- (2) the Dependent Child must be attending or enrolled to attend an accredited institution of higher learning beyond the 12th grade level, as a full-time student, on the date of the Injury causing the Insured's or Insured Spouse's death or was at the 12th grade level and subsequently enrolls as a full-time day student at an accredited institution of higher learning within 365 days following the date of the Injury.

The amount of the Education Benefit for the Dependent Children will be paid in equal annual installments, and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to the surviving spouse or Domestic Partner provided an Accidental Death Benefit is payable under the terms of this certificate and that the spouse or Domestic Partner enrolls as a full-time student in an accredited educational institution or an institution of vocational training for the purpose of preparing for full-time employment within 365 days after the date of such loss.

The amount of the Education Benefit for the [Dependent Children] [and/or] [spouse or Domestic Partner] will be paid in equal annual installments and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

Proof of such costs will be required before benefits are paid.]

[If an Insured or Insured Spouse sustains a covered accidental death for which benefits are payable under this certificate, and no Education Benefit is payable under the terms described above, We will pay a benefit in the amount shown on the Benefit Schedule.]

[Emergency [Transportation] [and] [Treatment] Benefit]

[Emergency Transportation Benefit.] If an Insured Person sustains an Injury that requires Emergency Treatment within [12, 24, 48] hours of the date of the accident that caused the Injury and it is determined that it is Medically Necessary that the Insured Person be transported to a Hospital or a Satellite Emergency Center by Ambulance, We will pay [the lesser of the actual incurred costs or] [100%] of the Emergency Transportation Maximum Amount shown in the Benefit Schedule. Only one Emergency Transportation Benefit is payable for any one accident.

[The maximum number of Emergency Transportation Benefits payable per calendar year for an Insured Person, regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[Emergency Treatment Benefit.] If an Insured Person sustains an Injury that, within [24, 48, 72] hours of the date of the accident that caused the Injury, requires the Insured Person to receive Medically Necessary Emergency Treatment in a Hospital emergency room or a Satellite Emergency Center, We will pay [the lesser of the actual incurred costs or] [100%] [of the applicable] Emergency Treatment Maximum Amount shown in the Benefit Schedule. Only one Emergency Treatment Benefit[, the largest,] is payable for any one accident incurred.

[The maximum number of Emergency Treatment benefits payable per calendar year for an Insured Person regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[If an Insured Person incurs expenses for both Emergency Transportation and Emergency Treatment due to the same accident, only one amount, the highest, will be paid.] [The maximum number of combined Emergency Transportation benefits and Emergency Treatment benefits payable for an Insured Person per calendar year regardless of the number of accidents incurred in that same calendar year is shown on the Benefit Schedule.]]

["Ambulance" means any publicly or privately owned surface, water or air vehicle, including a helicopter that is specifically designed and constructed or modified and equipped to be used, maintained or operated primarily for the transportation of individuals who are sick, injured or wounded.

Ambulance does not include a surface, water or air vehicle that is owned and operated to accommodate an incapacitated or Disabled person who does not require medical monitoring, care or treatment during transport.]]

"Emergency Treatment" means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a

prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of a person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Medically Necessary" means an Emergency [Transportation] [or] [Treatment] that is: (1) essential for the diagnosis, treatment and care of the Injury; (2) meets generally accepted standards of medical practice; and (3) is ordered by a licensed Physician and performed under the licensed Physician's care, supervision or order.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Satellite Emergency Center" means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician for the practice of medicine or dentistry.]]

[Escalator Benefit]

[Refer to the Benefit Schedule for the benefits under this certificate to which the Escalator Benefit applies, the percentage of the Escalator Benefit increase applied to each benefit, and the period of time for which the Escalator percentage increases are provided. Each increase will be based on the initial benefit amount.]

[Family Leave Benefit]

[(Not applicable to an Insured Person [or] [Insured Person's spouse or Domestic Partner] Age [70, 75, 80, 85] or older on the date of the accident)]

[If an [Insured Person [or] [Insured Person's spouse or Domestic Partner]] [or an Immediate Family Member] is Disabled due to an Injury within [90, 120, 180, 365] days of the date of the accident which caused the Injury; and [

- (1) [an [Insured Person [or] [Insured Person's spouse or Domestic Partner] takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Disabled Immediate Family Member]; or]
- (2) [an Immediate Family Member takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Insured Person [or Insured Person's spouse or Domestic Partner]]]

within [90, 120, 180, 365] days of the date the accident which caused an [Insured Person] [or] [Insured Person's spouse or Domestic Partner] [or] [Immediate Family Member] to be Disabled, We will pay a monthly benefit to the Insured Person beginning [30, 60, 90, 120, 180, 365] days from the date the Caregiver ceased receiving wages due to resignation or unpaid leave of absence to provide Continuous Care to the Disabled person.

The amount of the Family Leave Benefit will be the lesser of:

- (1) The family leave monthly Maximum Amount specified in the Benefit Schedule; or
- (2) The result of multiplying 1/12th of the annual earnings of the Caregiver by the percentage of earnings reflected in the Family Leave Benefit in the Benefit Schedule] .

[The benefit is payable monthly as long as [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] remains continuously Disabled due to that Injury, but ceases on the earliest of:

- (1) the date the Disabled person ceases to be Disabled due to that Injury;
- (2) the date the Disabled person or the Caregiver dies;

- (3) the date the Caregiver ceases to spend [20, 30, 40] hours per week to provide Continuous Care to the Disabled person for any reason;
- (4) the date the Caregiver returns to Full-Time Employment; or
- (5) the date the benefit has been paid for the maximum number of months specified for the Family Leave Benefit shown in the Benefit Schedule.

Once the maximum is reached, no benefits are payable for any additional cause of Disability during an Insured Person's lifetime.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner]] [or] [an Immediate Family Member] is Disabled for less than a full month. Only one benefit is provided for any one month of Disability, regardless of the number of Injuries or accidents causing the Disability. Only one benefit is payable under this certificate for any Disability due to the same accident, regardless of the [number of people Disabled,] the number of times [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled [, or the number of people who resign or take a leave of absence to provide Continuous Care].

We reserve the right to request proof of voluntary termination or leave of absence from Full-Time Employment without pay prior to payment of benefits. We also reserve the right to request proof of Disability or continuing Disability, including, but not limited to, requiring an independent medical examination at Our expense as often as may be reasonably required.

[An Immediate Family Member who takes a leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care must be at least 18 years of Age.]

"Annual Earnings" means base annual salary for the 12 months of employment with the same employer immediately preceding resignation or leave of absence to provide Continuous Care for the Disabled person, exclusive of overtime, bonuses, tips, commissions and special compensation. Annual earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statement from employer.

"Caregiver" means the person who resigns or takes an unpaid leave of absence to provide Continuous Care.

"Continuous Care" means activities related to the physical life, health and safety of the Disabled person which must include assisting with two or more of the following: (1) bathing with sponge, bath, or shower; (2) dressing; (3) toilet use; (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

“Disabled, Disability” means that, as the result of an Injury, [an Insured Person] [or] [an Insured Person’s spouse or Domestic Partner] [or] [an Insured Person’s Immediate Family Member]:

- (1) [is completely unable to perform the duties of any full-time or part-time occupation] [or, in the case of a child under Age [15], is unable to attend school on a full-time or part-time basis;];
- (2) requires the Continuous Care of the Caregiver; and
- (3) requires the supervision of a Physician unless [an Insured Person] [or] [an Insured Person’s spouse or Domestic Partner] [or] [an Immediate Family Member] has reached his or her maximum point of recovery.

“Full-Time Employment” means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Disability.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Felonious Assault Benefit]

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is:

- (1) not a moving violation as defined under the applicable state motor vehicle laws; and
- (2) not an act of an Immediate Family Member[, another Insured Person] or an individual who resides with an Insured Person.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

“Felonious Assault” means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily Injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

[Funeral Expense Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit amount, as shown in the Benefit Schedule, to help with customary funeral expenses such as services and materials provided by an undertaker, or a tombstone or plaque

The benefit will be paid to the person who provides proof they paid, or will pay, the funeral expenses.]

[Grief Counseling Benefit]

[If an Insured or an Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury and is survived by their spouse or Domestic Partner and/or Dependent Children, We will pay a benefit for counseling services received by the Insured Person’s spouse or Domestic Partner, and/or Dependent Children within 1 year of an Insured’s or Insured Spouse’s accidental death.

Upon Our receipt of proof of payment for such counseling sessions, We will pay the amount shown on the Benefit Schedule per counseling session, limited to the maximum number of sessions shown on the Benefit Schedule for spouse or Domestic Partner and all Dependent Children combined.

The benefit will be paid to the person who provides proof they paid for the counseling services.]

[Homecare Benefit]

[(Not applicable to an Insured or Insured Spouse Age [70, 75, 80, 85] or older on the date of the accident).]

[If, as the result of an Injury, an Insured or Insured Spouse [becomes Totally and Permanently Accidentally Disabled] within [90, 120, 180, 365] days of the accident that caused the Injury [and] requires Continuous Care, We will pay the Insured or Insured Spouse a monthly Homecare benefit [beginning 30, 60, 90, 120, 180, 365, 730] days from the date of the disabling Injury], as shown below:

[A] [Continuous Care provided by Qualifying Family Member:

If Continuous Care is provided by a Qualifying Family Member, We will pay a benefit equal to [25% - 60%] of the Qualifying Family Member’s Monthly Earnings up to [the Maximum Monthly Benefit Amount shown on the Benefit Schedule] [a maximum of [25% - 75%] of the monthly Total and Permanent Accidental Disability benefit an Insured or Insured Spouse is receiving.]

[B][Continuous Care provided by Homecare Provider:

If Continuous Care is provided by a Homecare Provider, We will pay a benefit equal to [the Maximum Monthly Benefit shown on the Benefit Schedule][50%] of the monthly Total and Permanent Accidental Disability Benefit an Insured or Insured Spouse is receiving.]

Homecare benefits for Continuous Care provided by either a Qualifying Family Member or a Homecare Provider will be payable [for the first [6, 12, 24] months an Insured or Insured Spouse receives [monthly Total and Permanent Accidental Disability benefits] [Continuous Care] but will end on][until] the earliest of:

- (1) [the date an Insured or Insured Spouse ceases to be Totally and Permanently Accidentally Disabled;]
- (2) the date an Insured or Insured Spouse dies; or
- (3) the date the [Qualifying Family Member ceases to spend at least [20, 30, 40] hours per week][, or a] [Homecare Provider ceases to spend [10, 15, 20] hours per week,] to provide Continuous Care to an Insured or Insured Spouse for any reason.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when an Insured or Insured Spouse is under Continuous Care for less than a full month.

[Only one Homecare benefit, the largest, is payable for any one month an Insured or Insured Spouse receives Continuous Care, regardless of the number of [Qualifying Family Members] [or] [Homecare Providers] providing Continuous Care.]

“Continuous Care” means [at least [20, 30, 40] hours a week of care by a Qualifying Family Member] [or] [at least [10, 15, 20] hours a week by a Homecare Provider] at home for activities related to the physical life, health and safety of an Insured or an Insured Spouse which must include assisting with [two or more of the following:] (1) bathing with sponge, bath or shower; (2) dressing; (3) toilet use (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

“Full-Time Employment” means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Total and Permanent Accidental Disability.

[“Homecare Provider” means a licensed home health care professional or registered nurse, and not a Physician.]

[“Monthly Earnings” means 1/12th of the base annual salary for the 12 months of employment immediately preceding resignation or a leave of absence to provide Continuous Care for an Insured or an Insured Spouse exclusive of overtime, bonuses, tips, commissions and special compensation. Monthly Earnings must be verified

by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statements from the employer.]

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

[“Qualifying Family Member” means an Insured's or Insured Spouse's parent, sibling or child who is at least 18 years of Age, and who took an unpaid leave of absence or resigned from his or her Full-Time Employment to provide Continuous Care for an Insured or Insured Spouse.]]

[“Total and Permanent Accidental Disability” means an Insured's or an Insured Spouse's inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or an Insured Spouse from performing such occupation for life.]

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means that an Insured or an Insured Spouse:

- (1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and
- (2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

[“Loss of a Hand or Foot” means complete severance at or above the wrists or ankle joints without subsequent reattachment.]

[“Loss of Sight in Both Eyes” means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

[“Loss of Hearing in Both Ears” means the entire and irrecoverable loss of the ability to hear in both ears.]

[“Loss of Speech” means total and irreversible loss of the ability to speak.]

“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.

“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]]

[In-Hospital Accident Daily Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Injury[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. It is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required.

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement” means a period of consecutive days of confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician,” as used in this benefit, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[In-Hospital Accident Single Payment Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [after 30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement due to that Injury. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown in the Benefit Schedule. The benefit is payable in one lump sum. [The benefit is payable only once during an Insured Person’s lifetime.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician”, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[In-Hospital Sickness Daily Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after the Insured Person attained Age [65, 70, 75, 80].]

[If, after the Insured Person has been covered under this certificate for at least [6-36] consecutive months, an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit after [1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60] consecutive day(s) of Medically Necessary confinement due to that Sickness [, retroactive to the [first] Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Sickness. The benefit is payable [monthly, weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. [For any one Day of Confinement, only the largest of the In-Hospital Accident and In-Hospital Sickness Daily Benefit for which the Insured Person qualifies will be paid.] Once the maximum has been reached, no benefits are payable

for any additional confinements due to Sickness for an Insured Person’s lifetime.

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from the effective date of the Insured Person’s coverage or effective date of reinstatement under this certificate.

“Pre-Existing Condition” means a condition for which the Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless that person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement“ means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Sickness“ means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this certificate].

Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is hereby waived for this benefit.]

[In-Hospital Sickness Single Payment Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after an Insured Person attained Age [65, 70, 75, 80].]

[If[, after an Insured Person has been covered under this certificate for at least [6-36] consecutive months,] an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit after [30, 60, 90, 120, 150, 180] consecutive Days of Medically Necessary confinement due to that Sickness]. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown on the Benefit Schedule. The benefit is payable in one lump sum. The benefit is payable only once during an Insured Person’s lifetime.

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from an Insured Person’s effective date of coverage or effective date of reinstatement under this certificate.

“Pre-Existing Condition“ means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date.]

“Day(s) of Confinement“ means a day of Hospital confinement as an Inpatient.

“Hospital“ means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient“ means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless that person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary“ means that a covered accident medical service is: (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Sickness“ means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this certificate].

Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is hereby waived for this benefit.]

[Intensive Care Unit Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in confinement in an Intensive Care Unit] [If benefits are payable for an Insured Person under the In-Hospital Accident or Sickness [Daily] [or] [Single Payment] Benefit, and the Insured Person becomes confined in an Intensive Care Unit], We will pay a benefit in the amount shown on the Benefit Schedule for each Day of Confinement in and charged for an Intensive Care Unit. For each Period of Confinement, the Intensive Care Unit benefit is payable for up to the maximum number of days shown on the Benefit Schedule.

Only one daily benefit is provided for any one day of Intensive Care Unit confinement, regardless of the number of Sicknesses or Injuries for which confinement is required.

Once the maximum benefit amount shown on the Benefit Schedule is reached no additional Intensive Care Unit benefits will be payable during the Insured Person's lifetime.

"Day(s) of Confinement" means a day of ICU confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" as used in this benefit means a person:

- (1) who is confined to an ICU as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the ICU unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Intensive Care Unit (ICU)" means a specifically designated facility in the Hospital that provides the highest level of medical care and that is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. The ICU must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured, and the patients must be under constant and continual observation by the nursing staffs assigned exclusively to the ICU on a full-time basis. These units must be listed as Intensive Care Units in the current edition of the American Hospital Association Guide or be eligible to be listed therein. This guide lists three types of facilities that meet this definition: (1) Intensive Care Units; (2) Cardiac Intensive Care Units, and (3) Infant (Neonatal) Intensive Care Units.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same period of confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Sickness" means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].]

[Medical Evacuation Benefit]

[If, as a result of an Injury, an Insured Person requires air transport to a Hospital or Satellite Emergency Center while the Insured Person is outside [a 100 mile radius from his or her current place of primary residence] [the United States], We will pay a benefit equal to the lesser of the incurred costs for such air transport or the amount shown in the Benefit Schedule.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Satellite Emergency Center” means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician or Dentist for the practice of medicine or dentistry.]

[Paralysis Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury, results in any one of the types of Paralysis specified below, We will pay the percentage of the Maximum Amount shown in the Benefit Schedule where the percentage is determined by the type of Paralysis as follows:

Type of Paralysis	Percentage of Maximum Amount
[Quadriplegia]	[100%]
[Paraplegia]	[50,75,100]%
[Hemiplegia]	[50,75,100]%
[Uniplegia]	[25%]

[“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.]

[“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.]

[“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.]

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]

[“Limb” means the entire arm or entire leg, including the hand and foot.]

The Paralysis must continue for [6, 12, 24] months before the benefit will be paid.

If an Insured Person sustains more than one type of Paralysis as a result of the same accident, only one amount, the largest, will be paid. Once the Maximum Amount shown on the Benefit Schedule is paid, no benefits are payable for any additional Paralysis resulting from an Injury sustained during an Insured Person’s lifetime.]

[[Physician’s] [or] [Dentist’s] Office Visit Benefit]

[If [, after an Insured Person has been covered under this certificate for [1, 2, 3, 6, 12] consecutive months] the Insured Person visits a [Physician’s] [or] [Dentist’s] office for [[Routine Well Care] [or] [treatment of] an Injury or Sickness while coverage is in force, We will pay a benefit equal to the per visit benefit amount shown in the Benefit Schedule, subject to the [maximum [and combined maximum] number of visits] [and the] [maximum [and combined maximum] benefit amount] shown in the Benefit Schedule. [No benefit is payable if an Insured Person does not incur a [Physician’s] [or] [Dentist’s] office visit fee for which the Insured Person has no recourse to partial or full reimbursement by other insurance or settlements.] [The [lifetime maximum number of visits] [and] [lifetime maximum benefit amount] [is] [are] shown in the Benefit Schedule.]

No benefit is payable for elective, cosmetic, or related procedures.

No benefits will be paid for any visit, Injury or Sickness [or] [for any visit scheduled] during the first [1, 2, 3, 6, 12] consecutive months of an Insured Person’s coverage.]

[Coverage under this benefit ends on [the earlier of:] [(1) the date the [lifetime maximum number of visits] [or] the lifetime maximum benefit amount] shown in the Benefit Schedule is met;] [or] [(2) [[12-60] months] from the effective date of an Insured Person’s coverage under this benefit.]]

[“Dentist” means a legally qualified Dentist who:

- (1) is licensed by the jurisdiction in which he or she practices; and
- (2) performs services within the scope of his or her license.

A Dentist may not be: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

["Routine Well care" means a physical examination, appropriate immunization or treatment. Service must be under the supervision of or recommended by a [Physician] or [Dentist].

"Sickness" means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].]

[Recuperation Accident Daily Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Injury[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Accident Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury up to the maximum number of days shown for the Recuperation Accident Daily Benefit in the Benefit Schedule during any one Period of Confinement. The benefit is payable in one lump sum upon the Insured Person's discharge from the Hospital. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of Periods of Confinement due to Injury. Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person's lifetime.

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other

section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Recuperation Sickness Daily Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after an Insured Person attained Age [65, 70, 75, 80].]

[If an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Sickness[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Sickness Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Sickness up to the maximum number of days shown for the Recuperation Sickness Daily Benefit in the Benefit Schedule during any one Period of Confinement. The benefit is payable in one lump sum upon the Insured Person's discharge from the Hospital. Only one benefit is provided for any one Day of

Confinement, regardless of the number of Sicknesses for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of Periods of Confinement due to Sickness. Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person's lifetime.

[Pre-Existing Condition Limitation.] Benefits are not payable in connection with a Pre-Existing Condition within the initial [6,12,24] consecutive months from an Insured Person's effective date of coverage or effective date of reinstatement under this certificate.

"Pre-Existing Condition" means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date of the coverage.]

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (5) is operated according to law for the care and treatment of injured and sick people;
- (6) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (7) has 24 hour nursing service by registered nurses (R.N.'s); and
- (8) is supervised by one or more Physicians.

A Hospital does not include:

- (3) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (4) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (3) who is confined to a Hospital as a registered bed patient; and
- (4) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Sickness" means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this certificate.

[Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is hereby waived for this benefit.]]

[Repatriation of Remains Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in death while at least 75 miles from the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule for the preparation and transport of the Insured Person's body.

Proof must be provided that someone has, or will, use this benefit for the preparation and transport specified and the benefit will be payable to such person.]

[Return of Premium Benefit]

The Return of Premium Benefit will be payable when We receive proof satisfactory to Us that an Insured died and no benefit is payable under this certificate as a result of the Insured's death. All payments by Us are payable at Our home office. Proof of any claim must be submitted in writing to Our home office.

The Return of Premium Benefit will be paid in a lump sum to the Insured's beneficiary. We will pay interest on the Return of Premium Benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage as required by state law.

The amount of the Return of Premium Benefit will be the sum total of [all] the monthly premiums the Insured has paid under this certificate.] [for the [3, 5] years of coverage prior to the Insured's death.]

[Seatbelt [and Air Bag] Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in [dismemberment][or] [death] while driving or riding in a Private Passenger Vehicle, We will pay a benefit equal to the amount shown in the Benefit Schedule.

In order to be eligible for this benefit, the following must apply:

- [(1) An [Accidental Dismemberment] [or] [Accidental Death] benefit must be payable under this certificate[; and]
- [(2) the Private Passenger Vehicle was equipped with Seatbelts[; and]
- [(3) a Seatbelt was in proper use by the Insured Person at the time of the accident as certified in the official accident report or by the investigating officer[; and]
- [(4) the seat in which the Insured Person was seated was equipped with a properly installed Air Bag at the time of the loss].

"Seatbelt" means a properly installed seatbelt (or child restraint if the Insured Person is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency.

"Private Passenger Vehicle" means a validly registered four-wheeled private passenger car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

["Air Bag" means a passive restraint device in a Private Passenger Vehicle which inflates upon collision to protect an individual from Injury or death.]]

[Simultaneous In-Hospital Accident Daily Benefit]

[If an Insured Person and an Insured Person's spouse or Domestic Partner each sustain an Injury from the same accident that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires both to be confined in a Hospital as Inpatients at the same time, We will pay a benefit [for each day] [after 1, 2, 3] day(s) of Medically Necessary confinement due to that Injury [, retroactive to the first Day of Confinement]. No benefit is provided for [the first [1, 2, 3] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. The benefit is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement.

Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required and regardless of the number of people confined.

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined in a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury;
- (2) in accordance with generally accepted standards of medical practice; and
- (3) ordered by a Physician.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Insured Person; (2) the Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Temporary Total Disability Accident Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [60, 64, 65, 70].

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If], as a result of an Injury, an Insured Person is rendered Temporarily Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Temporary Total Disability due to that Injury continues for [6, 12, 24] consecutive months, We will pay a monthly benefit equal to 100% of the Temporary Total Disability Accident Maximum Amount shown in the Benefit Schedule. The benefit is payable as long as the Insured Person remains continuously Temporarily Totally Disabled due to that Injury, but ceases on the earliest of:

- (1) [an Insured Person’s [55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date the Insured Person ceases to be Temporarily Totally Disabled due to that Injury; or
- (3) the date the Insured Person dies; or
- (4) the date this benefit has been paid for the maximum number of payments as shown in the Benefit Schedule; or
- (5) the date the lifetime Maximum Amount has been paid as shown in the Benefit Schedule.]

We will pay benefits calculated at the rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Temporarily Totally Disabled for less than a full month. Only one benefit is provided for any one month of Temporary Total Disability, regardless of the number of Injuries causing the Temporary Total Disability or the number of losses incurred.

No benefits are payable if an Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

[Benefit Offsets. The Temporary Total Disability Benefit will be reduced by amounts paid to the Insured Person, due to the same Temporary Total Disability, under any of the following: [other group insurance plans;] [salary continuance, accumulated sick leave;] [wage benefits under Worker’s Compensation and similar laws;] [state statutory Disability benefit laws].]

[Recurrent Disability. Recurrent periods of Temporary Total Disability, due to the same or a related Injury, will be considered one period of Temporary Total Disability if separated by less than [90, 180] consecutive days of return to any full time work.

Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Temporarily Totally Disabled, Temporary Total Disability” means: (1) [Disability that prevents an Insured Person from performing the material and substantial duties of an Insured Person’s own occupation] [Disability that prevents an Insured Person from performing the material and substantial duties of any occupation on a full-time or part-time basis for which an Insured Person is qualified by reason of education, training or experience.]; and (2) requires that an Insured Person is under the supervision of a Physician.]

[Total and Permanent Accidental Disability Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[Upon receipt of proof satisfactory to Us that an Insured Person sustained a Total and Permanent Accidental Disability, [prior to Age [55, 60, 64, 65, 70]], as a result of an Injury within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, [a monthly] [a lump sum] benefit amount, as shown in the Benefit Schedule, will be payable.

[Monthly payments, if applicable, will continue until the earliest of:

- (1) [an Insured Person’s [55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date an Insured Person recovers and is no longer Totally and Permanently Accidentally Disabled]; or

- (3) the date the maximum number of payments, shown in the Benefit Schedule, have been paid; or
- (4) the date an Insured Person fails to furnish proof of continued Disability when requested or refuses to submit to a required medical examination; or
- (5) the date of an Insured Person's death.]

If an Accidental Death Benefit is payable under this certificate, the amount of such benefit will be reduced by the amount of insurance paid under this Total and Permanent Accidental Disability Benefit.

In no event will the amount payable under this benefit exceed the lifetime Maximum Amount shown in the Benefit Schedule.

No benefits are payable if an Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

The Total and Permanent Accidental Disability must occur while an Insured Person's coverage is in force.

["Total and Permanent Accidental Disability" means an Insured Person's inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured Person from performing such occupation for life.]

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that an Insured Person:

(1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or]] [(g) Loss of Speech and Hearing in Both Ears; or]] [(h) Loss of Speech or Hearing in Both Ears; or]] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent an Insured Person for life from performing such occupation.]

["Loss of a Hand or Foot" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight in Both Eyes" means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Hearing in Both Ears" means the entire and irrecoverable loss of the ability to hear in both ears.

"Loss of Speech" means total and irreversible loss of the ability to speak.

"Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

"Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.

"Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.

"Uniplegia" means the complete and irreversible Paralysis of one Limb.]

[Travel Care Benefit]

[If an Insured Person is confined to a Hospital for longer than [7, 10, 14] days as the result of an accidental Injury incurred while traveling outside a 100 mile radius of the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule to:

- (1) return an Insured Person's Dependent Child(ren), under Age 18, or one companion, who were traveling with the Insured Person, back home; or
- (2) for one person to visit the Insured Person during such confinement in a Hospital.

Proof must be provided that someone has, or will, use this benefit for the travel specified.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Waiver of Premium Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section.] [if][lf], while under Age [55, 60, 64, 65, 70], and as a result of an Injury, an Insured Person becomes Totally and Permanently Accidentally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, the Insured Person's insurance will be continued in force without payment of premium during the uninterrupted continuance of the Total and Permanent Accidental Disability. The Insured Person must continue premium payments during the [6, 9, 12, 24] month waiting period. Insurance continued under this benefit will include only insurance amounts and benefits which are in force on the date of the onset of the Insured Person's Total and Permanent Accidental Disability. [However, additional Dependents may become insured under this certificate while the Insured Person is Totally and Permanently Accidentally Disabled, provided additional premium would not otherwise be required.]

The waiver of premium will cease on the earliest of:

- (1) the date the Insured Person is no longer Totally and Permanently Accidentally Disabled; or
- (2) the date the Insured Person fails to submit the required proof of continuous Disability; or
- (3) the date the Insured Person fails to submit to any physical examination; or
- (4) the date the Insured Person attains Age [55, 60, 64, 65, 70]; or
- (5) the date of the Insured Person's death; or
- (6) the date the certificate terminates.

"Dependent" means an Insured Person's spouse or Domestic Partner, or Dependent Child.

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means an Insured Person's permanent and complete inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person for life from performing any occupation.]

[[["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that an Insured Person:

- (1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person from performing such Occupation for life.]

["Loss of a Hand or Foot" means complete severance at or above the wrists or ankle joints without subsequent reattachment.]

["Loss of Sight in Both Eyes" means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

["Loss of Hearing in Both Ears" means the entire and irrecoverable loss of the ability to hear in both ears.]

["Loss of Speech" means total and irreversible loss of the ability to speak.]

"Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

"Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.

"Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.

["Uniplegia" means the complete and irreversible Paralysis of one Limb.]]

[Weekly Accident Benefit]

[If, as a result of an Injury, an Insured Person is rendered Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, We will pay a benefit after [1, 3, 7, 14, 30, 60, 90, 180] day(s) of the Total Disability due to that Injury in any one Period of Disability [retroactive to the first day of Total Disability in that Period of Disability]. [No benefit is provided for the first [1, 3, 7, 14, 30, 60, 90, 180] day(s) of Total Disability in that Period of Disability.]

The amount of the benefit per week is [the lesser of: (1) the weekly Maximum Amount shown for the Weekly Accident Benefit in the Benefit Schedule; [or (2) [50, 66, 2/3, 75]% of Weekly Earnings.] The benefit is payable weekly so long as the Insured Person remains Totally Disabled due to the Injury and so long as the number of payments made in relation to this benefit over the lifetime of this certificate does not exceed the maximum number of weeks shown for the Weekly Accident Benefit in the Benefit Schedule.

We will pay benefits calculated at a rate of 1/7th of the weekly benefit for each day of total Disability for which We are liable when the Insured Person is Totally Disabled for less than a full week. Only one benefit is provided for any one day of Total Disability, regardless of the number of

Injuries causing the Total Disability. No benefits are payable if the insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

If the Insured Person returns to perform the material and substantial duties of his or her Occupation for any employer on a full or part-time basis, the Insured Person may return to Total Disability status if: (1) the Insured Person has not been back to work for longer than [30] days; and (2) the Insured Person is again Totally Disabled due to the same Injury which caused the original Total Disability.

Periods of Total Disability separated by less than 30 consecutive days will be considered one period of Total Disability unless due to separate and unrelated causes. We reserve the right (as often as We may reasonably require) to determine, on the basis of all the facts and circumstances, that the Insured Person is Totally Disabled, including, but not limited to, requiring an independent medical examination provided at Our expense.

[Coordination with Other Income Benefits.] The amount of the Weekly Accident Benefit will be reduced, if necessary, so that the sum of the Weekly Accident Benefit plus all Other Income Benefits to which the Insured Person is entitled for that week does not exceed [75, 100]% of the an Insured Person's Weekly Earnings. If the sum of all Other Income Benefits equals or exceeds [75, 100]% of the Insured Person's Weekly Earnings, no Weekly Accident Benefit is payable for that week. If any Other Income Benefits are payable on a basis other than weekly, We will calculate the equivalent weekly payment and reduce each Weekly Accident Benefit accordingly.

[Facility of Payment.] A payment made under Other Disability Plan(s) may include an amount which should have been paid under this benefit. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this benefit. We will not have to pay that amount again.

[Right of Recovery.] If the amount of the payments made by Us is more than it should have paid under the Coordination with Other Income Benefits provision, We may recover the excess from one or more of: (1) the beneficiary or Insured Person ; (2) insurance companies; or (3) other organizations.]

"Occupation" means the occupation, job or work the Insured Person performed at the time of the accident causing the Injury for which benefits are claimed under this benefit.

["Other Disability Plan(s)"] means: (1) any salary continuation or disability plan provided through the Insured Person's employer; (2) any group or blanket disability plan (other than this benefit) or like plan for persons in a group;

(3) any Worker's Compensation Act or similar law; or (4) the United States Social Security Act including SSDI, SSI, SS Retirement, Railroad Retirement Act, PERA or any similar plan or act.

"Other Income Benefits" means any amounts that would be provided because of the Insured Person's inability to work due to the Injury for which benefits are claimed under this benefit under Other Disability Plans, whether or not claim is made. However, if any Other Disability Plan has a provision to reduce its payments because of weekly accident benefits under this certificate, and if this certificate has covered the Insured Person longer than that Other Disability Plan has, that Other Disability Plan's benefits will not be considered Other Income Benefits.]

"Period of Disability" means a period of consecutive days of continuous Total Disability.

"Totally Disabled, Total Disability" means that an Insured Person is unable to perform the material and substantial duties of his or her Occupation for any employer on a full-time or part-time basis.

["Weekly Earnings" means the Insured Person's base Weekly Earnings in his or her Occupation at the time of the accident causing the Injury for which benefits are claimed under this benefit. Base Weekly Earnings will be averaged over the preceding four week period prior to the date of the accident causing the Injury, but not including the week of the Injury. Overtime, bonuses, tips, commissions, reimbursements and special compensation are not included.])

Payment of Benefits

Upon receipt of satisfactory written proof of death, if a benefit is payable under this certificate, it will be payable to Your beneficiary.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of Your death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to You unless the certificate specifies otherwise. Any accrued benefits unpaid at Your death will be paid to Your estate.

Benefits payable under this certificate for any loss other than loss for which this certificate provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the certificate provides periodic payments will be paid at the end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this certificate is the responsibility of the claimant and must be submitted in writing to Our home office.

Beneficiaries

You may name one or more beneficiaries. If there is more than one beneficiary, each will receive an equal share, unless You have requested another method in writing. In the event a beneficiary is not living at time of Your death, that beneficiary's portion of the benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of simultaneous deaths of You and a beneficiary, the benefit will be paid as if You survived the beneficiary.

If there is no beneficiary who survives You, or if You do not name a beneficiary, We will pay the benefits to Your lawful spouse or Domestic Partner; otherwise to the duly appointed representative of Your estate.

You can file a written request with Us [or Our designated Plan Administrator] to change the beneficiary. Your written request will not be effective until it is recorded in Our home office records. After it has been so recorded, it will take effect as of the date You sign the request. If You die before the request has been so recorded, the request will not be effective as to those benefits We have paid before Your request was so recorded.

You may also choose to name a beneficiary that You cannot change without the beneficiary's consent. This is known as an irrevocable beneficiary.

Notice of Claim

Notice of claim must be given within 60 days after the occurrence or commencement of any loss covered under this certificate. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this certificate. No action at law or in equity will be brought to recover on this certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this certificate. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

Claim Forms

When We receive the notice of claim We will furnish the forms needed to file the proof of loss. If We do not furnish these forms within 15 days of the date We receive the notice of claim, You may submit Your own proof of loss. The proof of loss must be in writing and cover the occurrence, character, and extent of the loss. We will also advise You if additional information beyond the claim forms is necessary to satisfy the proof of loss requirements under this certificate.

Proof of Loss

Written proof of loss must be given within one year after the occurrence of any loss covered by this certificate. If the loss is one for which the certificate requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible.

[Certain facts are needed to administer any coordination with other income benefits provisions. We have the right to decide which facts are required. Each person claiming benefits under the [Accident Medical Expense Benefit,] [Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] must give Us any facts We need to review the claim, provide consent to obtain additional information as needed and cooperate with Us in Our processing of the claim.]

Premiums

[Premium Due Date

Premiums are due under this certificate on an annual, semi-annual, quarterly or monthly basis based on the payment method selected by You and accepted by the Plan Sponsor. Each premium payment will pay for the insurance then in effect under this certificate.

[Your first premium is due on the first day of the month after your coverage has been effective for [30, 60, 90] days. The first premium due date is shown on the Benefit Schedule.]

Premium Payment Method

The Plan Sponsor will make the initial determination whether the Plan Sponsor will collect the premium and remit it to [Us] [the Plan Administrator] or whether You will make premium payments directly to [Us] [the Plan Administrator]. Such premiums are to be paid in United States dollars.

Grace Period

This certificate has a 31-day grace period. If a premium is not paid on or before the date it is due, it may be paid during the following 31-day period following the due date. The premium payment, however, must be received in Our home office within the 31-day grace period. Your certificate will continue in force during the 31-day grace period. This grace period does not apply to the first premium payment.

Premium Rate Change

We have the right to change the premium rates on any premium due date but not more than once in each certificate year. Premiums may be paid up to 11 months in advance.

Premium Refunds

If Your coverage terminates at a time when there is unearned premium, We will refund any unearned premium.]

[If You are insured under the Noncontributory Plan the Plan Sponsor is responsible for making all required premium payments due for the Noncontributory Plan [for the term of the Noncontributory Plan shown on the Benefit Schedule].]

Termination

Your accident and sickness insurance will terminate on the earliest of:

- (1) the date You are no longer eligible;
- (2) the last day for which premiums have been paid following notice of the termination of the group policy;
- (3) 31 days after the due date of any premium which is not paid;
- (4) the date We receive Your written request to terminate this insurance.

Insurance terminated for nonpayment of premiums may be reinstated, while You are living, and within 31 days following the date of termination. No evidence of insurability will be required during this 31-day period. Subject to the limitations of this certificate, termination of Your coverage will have no effect on any claim which arises as a result of a loss occurring prior to the date of termination.

Additional Information

Misstatement of Age

If Your Age has been misstated, the amount of the benefit payable under this certificate will be that amount which the premiums paid would have purchased based on Your correct Age. If We determine that You were not eligible for coverage under this certificate, due to Your Age, Our liability under this certificate is limited to an amount equal to the premiums You paid.

Incontestability

After Your coverage has been in force during Your lifetime for two years from the issue date of Your coverage, We cannot contest the original issuance of Your coverage for any loss that is incurred more than two years after the issue date, except for the nonpayment of premiums.

Right to Examine

We retain the right to have the Insured Person medically examined at Our own expense. We have the right and opportunity to examine the Insured Person as often as it may reasonably be required while a claim is being considered or paid.

State Notices and Provisions

[The following applies to **Alaska** residents:

1. **Exclusion** (5) is replaced with the following:

(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless administered on the advice of a physician;

[2. Wherever referenced in this certificate, "**Usual and Customary Charge(s)**" means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the geographic area where the service is performed;
- (3) is based on an amount equal to or greater than the 80th percentile of charges for the geographic area where the service is performed; and
- (4) does not include charges that would not have been made if no insurance existed.]]

[The following applies to **Arkansas** residents:

Notice

This is to advise You that should any questions arise regarding this insurance, You may contact the following: Minnesota Life Insurance Company, Group Division, 400 Robert Street North, St. Paul, Minnesota 55101-2098. Telephone (651) 665-3500.

If We at Minnesota Life Insurance Company fail to provide You with reasonable and adequate service, You should feel free to contact: Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904. Telephone: (800) 832-5494 or (501) 371-2640.]

[The following applies to **California** residents:

California Contact Notice

It is important to Us that You are satisfied with this certificate and the service You receive from Us. If You have an unresolved complaint, the California Insurance Department suggests that You notify their Consumer Affairs Office. Contact should be made only after communications between You and Us (the agent or other representative) have failed to produce a satisfactory solution to the problem.

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, Minnesota 55101-2098
651-665-3500

Department of Insurance
Consumer Affairs Department
300 South Spring Street
Los Angeles, California 90013
213-897-8921
Toll Free (CA Only): 800-927-4357
Office Hours: 9 A.M. to 5 P.M.

This Notice provides contact information only and is not a condition of the certificate.]

[The following applies to **District of Columbia** residents:

1. The definition of **Domestic Partner** is replaced with the following:

Domestic Partner

A person:

- (1) with whom an individual maintains a committed relationship characterized by mutual caring and the sharing of a mutual residence; and
- (2) who has registered as a domestic partner by executing a declaration of domestic partnership to be filed with the state or local domestic partner registry with another person;
- (3) who is at least 18 years old and competent to contract;
- (4) who is the sole domestic partner to the other person; and
- (5) who is not married.

[The following applies to **District of Columbia** residents (continued):

2. Under the **Exclusions** section, exclusions (4), (5) and (6) are replaced with the following:

- (4) bodily or mental infirmity, illness or disease, except as state mandates;
- (5) the voluntary use of illegal drugs, the intentional taking of over-the-counter medication not in accordance with recommended dosage and warning instructions and intentional misuse of prescription drugs, except as state mandates;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto, except as state mandates;

3. Wherever used in this Certificate, "**Medically Necessary**" is replaced with the following:

"Medically Necessary" means care which, in the opinion of a treating Physician, is reasonably needed to:

- (1) prevent the onset or worsening of an illness, condition, or disability;
- (2) establish a diagnosis;
- (3) provide palliative, curative, or restorative treatment for physical and/or mental health conditions; and
- (4) assist the individual to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities that are appropriate for individuals of the same age.

The fact that a Physician may prescribe, authorize or direct a service does not of itself make it Medically Necessary or covered by the group policy.

4. The **Notice of Claim** provision is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this certificate, or as soon thereafter as is reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this certificate.

No action at law or in equity will be brought to recover on this certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this certificate. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

5. The first paragraph of the **Proof of Loss** provision is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this certificate. If the loss is one for which the certificate requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Indiana** residents:

1. The definition of **Dependent Child(ren)** is replaced with the following:

Dependent Child(ren)

Your child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with You for adoption (irrespective of whether the adoption has become final), who is:

- (5) unmarried; and
- (6) living in Your home; and
- (7) dependent on You for financial support as evidenced by Your federal tax return; and
- (8) between and including the ages of birth and 19 years, or under age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution, or under age 25 if a mental or nervous condition, problem, or disorder develops which prevents the child from attending school as a full-time student, provided proof of such incapacity and dependency is furnished to us within 31 days of the child's attainment of age 25 and subsequently as may be required by us, but not more frequently than annually after the two-year period following the child's attainment of age 25.

2. The definition of **Injury** is replaced with the following:

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

[3. The **Felonious Assault Benefit** is replaced with the following:

Felonious Assault Benefit

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is not a moving violation as defined under the applicable state motor vehicle laws.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

"Felonious Assault" means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily Injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

4. The **Payment of Benefits** section is replaced with the following:

Payment of Benefits

Upon receipt of satisfactory written proof of death, if a benefit is payable under this certificate, it will be payable to Your beneficiary within 45 days.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of Your death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to You unless the certificate specifies otherwise. Any accrued benefits unpaid at Your death will be paid to Your estate.

[The following applies to **Indiana** residents (continued):

Benefits payable under this certificate for any loss other than loss for which this certificate provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the certificate provides periodic payments will be paid at the end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this certificate is the responsibility of the claimant and must be submitted in writing to Our home office.

5. The **Notice of Claim** section is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this certificate, or as soon as reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this certificate. No action at law or in equity will be brought to recover on this certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this certificate. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

6. The first paragraph fo the **Proof of Loss** section is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this certificate. If the loss is one for which the certificate requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Maryland** residents:

1. The “**General Information**” provision is replaced with the following:

General Information

You are insured under the group policy identified on the Benefit Schedule.

We retain the right to amend this certificate at any time without Your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Any statement made in Your signed application will be considered representations and not warranties. Also, any statement You made will not be used to void this certificate nor defend against a claim unless the statement is contained in Your signed application.

This certificate is issued in consideration of Your application and the payment of the required premiums.

This certificate replaces all prior certificates that may have been issued to You under the group policy.]

MINNESOTA LIFE

400 Robert Street North • St Paul, Minnesota 55101-2098

GROUP ACCIDENT AND SICKNESS INSURANCE • NONPARTICIPATING

Group Insurance Policy

Minnesota Life Insurance Company – A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Plan Administrator:
Address, City, State • 1-800-XXX-XXXX

POLICYHOLDER: SUNTRUST BANK, SUCCESSOR TRUSTEE UNDER THE GROUP INSURANCE TRUST FOR FINANCIAL INSTITUTIONS

POLICY NUMBER: [12345T]

POLICY DATE: [OCTOBER 1, 2009]

FIRST POLICY ANNIVERSARY: [OCTOBER 1, 2009]

This policy was issued to the Policyholder on the policy Date shown above. We promise to pay the benefits provided by this policy, subject to the conditions, limitations and exceptions of this policy. We make this promise and issue this policy in consideration of the application for this policy and the payment of the premiums.

Minnesota Life Insurance Company is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. The Policyholder and any participating Plan Sponsor are members of Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.

[Signature]

Secretary

[Signature]

President

This is an accident only policy and does not cover sickness or disease. Review the policy carefully. This policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

EXCESS INSURANCE: This policy is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the same time of the claim then the benefit amounts payable by such other medical insurance will become the deductible amount of this policy, if any, provided, however, that such benefits exceed any deductible amount shown in the Benefit Schedule.]

TABLE OF CONTENTS

Table listing various policy sections and their page numbers, including General Information, Definitions, Exclusions, and various benefit types like Accidental Death Benefit, Medical Expense Benefit, etc.

GROUP ACCIDENT ONLY INSURANCE • NONPARTICIPATING

General Information

This policy and Your application contain the entire contract between You and Us. Any statements You made in Your application will, in the absence of fraud, be considered representations and not warranties. Any statement an Insured makes will not be used to void the Insured's coverage unless the statement is contained in the Insured's application.

No change or waiver of any of the provisions of this policy, or of any policy issued under it, will be valid unless made in writing by Us and signed by Our president, a vice president, Our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of this policy, or of any policy issued under it.

This policy may be amended at any time You and We agree to amend it. The consent of the Insured is not required to amend this policy. Any amendment will be without prejudice to any claim for benefits incurred prior to the date of the amendment.

Effective Date

[If the Insured is insured under the Noncontributory Plan, the Insured's coverage under this policy is effective as of the Effective Date shown under the Noncontributory Plan section of the Benefit Schedule, provided the Plan Sponsor pays the required premiums for the term of the Noncontributory Plan.]

[[If the Insured is insured under the Contributory Plan] the Insured's coverage under this policy is effective as of the Effective Date shown [on] [under the Contributory Plan section of] the Benefit Schedule, provided the Insured pays the required premiums when due, beginning with the First Premium Due Date shown on the Benefit Schedule.]

Definitions

All capitalized terms in this policy are to be given the meanings as provided in this section or as otherwise defined in this policy.

Age

The Insured's Age on the Insured's most recent birthday, regardless of the actual time of birth.

Benefit Schedule

The schedule attached to this policy that outlines the coverage available to Eligible Customers under this policy.

[Covered Activities

Those activities set out in the Covered Activities section of the Benefit Schedule, with respect to which Insured Person(s) are provided insurance coverage under this policy.]

Dependent Child(ren)

The Insured's unmarried child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with the insured for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
- (2) living in the Insured's home; and
- (3) dependent on the Insured for financial support as evidenced by the Insured's federal tax return; and
- (4) between and including the ages of birth and 19 years, or under Age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution. However, the Age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

Domestic Partner

An individual in a domestic partnership where the two partners live together in a committed relationship and have some type of financial interdependence.

Eligible Customer

A natural person over Age 18 at time of application who is a Customer of the Plan Sponsor identified on the Benefit Schedule.

[Immediate Family Member

The Insured's [spouse or Domestic Partner, parent, grandparent, sibling or child; and the Insured's spouse's or Domestic Partner's parent, sibling or child].]

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident that occurs while the Insured Person's coverage under this policy is in force;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) which directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

Insured

An Eligible Customer:

- (1) who is listed as Primary Insured or Joint Insured on the Benefit Schedule attached to the Insured's certificate;
- (2) who has enrolled for coverage; and
- (3) for whom premium has been paid.

Insured Person

The Insured, and, if Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse, or Domestic Partner, and Dependent Children.

Insured Spouse

If Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner.

Maximum Amount

The amount shown on the Benefit Schedule that is used to determine the maximum amounts payable under each benefit.

[Plan Administrator

The entity named on page 1 of this policy that We have designated to administer this insurance plan on Our behalf.]

Plan Sponsor

An entity which has been accepted to participate in the Trust; and makes insurance under this policy available to its Eligible Customers.

Policy Effective Date

The date coverage under this policy becomes effective as shown on page 1 of this policy.

Policy Anniversary

The same day and month in each succeeding year as the first Policy Anniversary.

You, Your

The trustee or successor trustees under the Group Insurance Trust for Financial Institutions.

We, Our, Us

Minnesota Life Insurance Company.

Exclusions

No coverage will be provided under this policy and no benefit will be paid for any Injury or loss caused directly or indirectly by, results in whole or in part from, occurs during, or there is contribution from, any of the following:

- (1) self-inflicted Injury, self destruction, or autoeroticism, whether sane or insane;
- (2) suicide or attempted suicide, whether sane or insane;
- (3) an Insured Person's participation in, or an Insured Person's attempt to commit, a crime, assault, felony, or any illegal activity, regardless of any legal proceedings thereto;

- (4) bodily or mental infirmity, illness or disease;
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto.
- (7) infections of any kind regardless of how contracted, other than infection occurring simultaneously with, and as a direct result of, the accidental Injury;
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications;
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier;
- (10) war or any act of war, whether declared or undeclared;
- (11) riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground;
- (12) repetitive stress syndromes including but not limited to rotator cuff syndrome, bursitis, tendonitis, carpal tunnel syndrome, ulnar nerve syndrome, stress fractures, neuropathy, epicondylitis or neuritis.

[Limitations]

[Limitation on Benefit Payments. If an Insured Person sustains one or more losses from the same accident for which benefits are payable under one or more benefits provided by this policy, the Maximum Amount payable for all benefits combined for the Insured Person will not exceed the per accident Maximum Amount specified in the Benefit Schedule.

[Limitation Due to Multiple Insurance Coverage . The insurance provided by this policy for the [Accident Medical Expense Benefit] [, Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] shall be in excess of all other insurance and indemnity. If, at the time of occurrence of any loss payable under this policy, there is other insurance and indemnity in place, We shall be liable only for the excess amount of the loss over the amount of such other insurance and indemnity [and after satisfaction of any Accident Medical Expense Deductible which applies under this policy.] Covered [Accident Medical Expense Benefits] [, Temporary Total Disability Accident Benefits] [, or Weekly Accident Benefits] incurred and paid by other insurance will [not] be used to satisfy any Deductible which applies under this policy.]]

[Accidental Death Benefit]

[A benefit shall be provided only when an Insured Person's death results from an Injury. The Injury must be the sole cause of the Insured Person's death.

The Injury resulting in the Insured Person's death must occur while coverage is in force. The Insured Person's death must occur within [90, 120, 180, 365] days after the date of the Injury. The benefit payable shall equal 100% of the Maximum Amount shown on the Benefit Schedule.]

Accidental Dismemberment Benefit

[If Injury to the Insured Person results in any one of the losses specified below, We will pay the percentage shown below of the Maximum Amount shown in the Benefit Schedule for that loss. The Insured Person's loss must occur within [90, 120, 180, 365] days after the date of the Injury:

<u>For Loss Of:</u>	<u>Percentage of Maximum Amount</u>
[Speech and Hearing in Both Ears]	[100%]
[Both Hands or Both Feet or Sight of Both Eyes]	[100%]
[One Hand and One Foot]	[100%]
[One Foot and Sight of One Eye]	[100%]
[One Hand and Sight of One Eye]	[100%]
[Sight of One Eye]	[50%]
[One Hand or One Foot]	[50%]
[Speech or Hearing in Both Ears]	[50%]
[Thumb and Index Finger of Same Hand]	[25%]

If the Insured Person sustains more than one loss, only one amount, the largest to which the Insured Person is entitled, will be paid for all losses resulting from one Injury.

In no event will We pay more in total dismemberment benefits under this policy than an amount equal to 100% of the Maximum Amount shown on the Benefit Schedule, regardless of the number of losses.

"Loss of Hands or Feet" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight, Speech, or Hearing" means the entire and irrecoverable loss of sight, speech, or hearing, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Thumb and Index Finger" means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints without subsequent reattachment.

A benefit is not payable for both Loss of Thumb and Index Finger of One Hand and the Loss of One Hand for Injury to the same hand as a result of any one accident.

A surgically reattached hand, foot, thumb or index finger will be deemed a permanent loss if, 12 months after reattachment, the limb has regained less than 50% of its normal function. The percentage of normal function must be certified by a licensed Physician.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is

09-50567T

not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

Accident Medical Expense Benefit

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If] an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires the Insured Person to be treated by a Physician, We will pay up to the Usual and Customary Charges paid for Medically Necessary covered accident medical services received due to that Injury, up to the Accident Medical Expense Benefit Maximum Amount shown in the Benefit Schedule for all Injuries caused by the same accident.

The Accident Medical Expense Benefit is payable for the following covered accident medical services, and only for such charges paid by the Insured Person [after the Deductible shown in the Benefit Schedule has been met and] within [26, 52, 104] weeks after the date of the accident causing the Injury:

- (1) Hospital room and board (or room and board in an Intensive Care Unit;
- (2) Hospital ancillary services (including, but not limited to, use of the operating room or Emergency Room;
- (3) use of an Ambulatory Medical Center;
- (4) services of a Physician or a registered nurse (R.N.);
- (5) Ambulance service to or from a Hospital;
- (6) laboratory tests;
- (7) radiological procedures;
- (8) anesthetics and the administration of anesthetics;
- (9) blood, blood products and artificial blood products, and the transfusion thereof;
- (10) physical therapy and occupational therapy;
- (11) rental of Durable Medical Equipment;
- (12) artificial limbs, artificial eyes or other prosthetic appliances; or
- (13) medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

In addition to the exclusions set forth in the Exclusions section of this policy, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for covered accident medical services do not include, any expense for or resulting from any of the following:

- (1) repair or replacement of existing artificial Limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition;
- (2) new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums.]

except for repair or replacement of sound natural teeth damaged or lost as a result of Injury [up to the dental Maximum Amount shown in the Benefit Schedule];

- (3) new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;
- (4) new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
- (5) rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in Our sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, We may, but are not required to, choose to consider such purchase as a usual and customary covered accident medical expense in lieu of such rental expense);
- (6) personal comfort or convenience items, such as, but not limited to, Hospital telephone charges, television rental, or guest meals[.];

[(7) a medical evacuation for which any benefits are payable under the Medical Evacuation Benefit [;.]]

[(8) any condition for which the Insured Person claims or is paid benefits (including settlements) for any work related Injury].

“Ambulatory Medical Center” means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician’s office.

[“Deductible” means the amount of charges for Medically Necessary services that must be paid [by the Insured Person] [by the combination of the Insured Person and the provider(s) of all other insurance and indemnity in place] due to Injuries resulting from an accident before Accident Medical Expense Benefits become payable due to Injuries resulting from that accident. In no event will We pay more than the Usual and Customary Charges for such Medically Necessary services. Accident Medical Expense Benefits are not payable for charges applied to the Deductible.]

“Durable Medical Equipment” refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a Hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of Injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24-hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means a covered medical service that is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Usual and Customary Charge(s)” means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for example, a Hospital room and board charge, other than for a Medically Necessary stay in an Intensive Care Unit, does not exceed the Hospital’s most common charge for semi-private room and board); and
- (3) does not include charges that would not have been made if no insurance existed.]

[Adaptive Home and Vehicle Benefit]

[If an Insured Person's home and/or private motor vehicle require modifications to accommodate a [dismemberment loss for which a benefit is payable under this policy] [or] [Total and Permanent Accidental Disability] resulting from an Injury, We will pay a benefit equal to the lesser of:

- (1) the Maximum Amount shown on the Benefit Schedule or;
- (2) the actual cost of the alterations.

This benefit will be payable only if the one-time costs of the alterations to the Insured Person's home and/or private motor vehicle are:

- (1) made by a person or persons with experience in such alterations; and
- (2) recommended by a recognized organization associated with the Injury, and in the case of vehicle modifications, approved by the department of motor vehicles; and
- (3) made within [2] years from the date of the accident that caused the Injury.

[“Total and Permanent Accidental Disability” means the inability of an Insured Person, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]

[“Total and Permanent Accidental Disability” means that an Insured Person:

(1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; [or] [(h) Loss of Speech or Hearing in Both Ears; [or] [(i) Uniplegia;] and

(2) is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]]

[Catastrophe Cash Benefit]

[If an Insured Person's Injury results in Paralysis or Coma within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Paralysis or Coma continues for [6, 12] consecutive months, after which a Physician determines the Insured Person's resulting Disability to be permanent and irreversible, then We will pay a percentage of the [initial lump sum] [and] [monthly] Maximum Amount(s) shown on the Benefit Schedule, where the percentage is determined by the cause of Disability as follows:

Cause of Disability	% of [Initial Lump Sum] [and] [Monthly] Maximum Amount(s)
[Coma]	[100%]
[Paralysis of Two or More Limbs (Upper and/or Lower)]	[100%]
[Paralysis of One Limb (Upper or Lower)]	[50%]

If an Insured Person suffers more than one cause of Disability as a result of the same accident, the largest percentage (from the table above) for any one cause of Disability suffered by the Insured Person, will be used to determine the benefit payable.

The benefit payable is:

[LUMP SUM:]
[the percentage of the Maximum Amount shown above.]

[OR]

[MONTHLY:]
[a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but cease on the earlier[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid.] Once the Maximum Amount is reached, no benefits are payable for any additional cause of Disability during the Insured Person's lifetime.]

[OR]

[LUMP SUM THEN MONTHLY:]
[the percentage of the initial lump sum Maximum Amount shown above followed by a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The monthly benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but ceases on the earlier[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid. Once the Maximum Amount is reached, no benefits are payable for any cause of Disability during the Insured Person's lifetime.]]

[If the Insured Person recovers or returns to any occupation on a full or part-time basis, the Insured Person may return to Disability status if: (1) the Insured Person has not recovered or been back to work for longer than 30 days; and (2) the attending Physician certifies a return to Disability status due to the same Paralysis or Coma which caused the original Disability.] [Periods of Disability separated by less than 30 consecutive days will be

considered one period of Disability unless due to separate and unrelated causes.]

We reserve the right and will determine if the Insured Person Disabled due to the Paralysis or Coma, including, but not limited to, requiring an independent medical examination at Our expense.

“Coma” means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. An Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Disabled, Disability,” means that an Insured Person is under the regular care of a Physician and completely unable to perform the duties of any full-time or part-time occupation.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Limb” means entire arm or entire leg including the hand and foot.

“Paralysis”, means the complete and irreversible loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[COBRA Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, and the Insured Person is survived by a spouse or Domestic Partner and/or one or more Dependent Children, We will pay a benefit to allow surviving dependents to continue their group medical coverage . The benefit will be paid to the surviving

spouse or Domestic Partner, if living, otherwise to or on behalf of the Dependent Children. The benefit will be paid [annually] [monthly] and is equal to the Maximum Amount as shown on the Benefit Schedule.

Before a COBRA benefit payment is made, We must receive proof that the payment will be used for continuation of the Insured Person’s medical coverage pursuant to COBRA.

Benefits will continue until the earlier of:

- (1) the date the total amount of annual COBRA benefits paid equals the Maximum Amount shown on the Benefit Schedule;
- (2) the date the maximum number of [annual] [monthly] benefit payments shown on the Benefit Schedule have been made; or
- (3) the date the spouse or Domestic Partner and/or Dependent Children cease being covered as COBRA participants under the Insured Person’s group medical plan.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985.]

[Coma Benefit]

[If Injury renders an Insured Person Comatose within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Coma continues for a period of [30, 60, 90] consecutive days, We will pay a benefit equal to 1% of the Maximum Amount as shown on the Benefit Schedule. No benefit is provided for the first [30, 60, 90] days of the Coma. Benefits are payable monthly as long as the Insured Person remains Comatose due to that Injury, but cease on the earliest of:

- (1) the date the Insured Person ceases to be Comatose due to that Injury;
- (2) the date the Insured Person dies; or
- (3) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals the Maximum Amount.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Comatose for less than a full month.

We reserve the right, at the end of the first [30, 60, 90] consecutive days of Coma and as often as We may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Insured Person is Comatose, including, but not limited to, requiring an independent medical examination at Our expense.

“Coma, Comatose” means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. The Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Common Accident Benefit]

[If both the Insured and the Insured’s spouse or Domestic Partner sustain Injuries from a Common Accident that result in both their deaths within [90, 120, 180, 365] days of the Common Accident that caused the Injuries, the Insured’s spouse’s or Domestic Partner’s Accidental Death Benefit will be as shown in the Benefit Schedule.

“Common Accident” means the same accident or separate accidents that occur within the same 24-hour period.]

[Common Carrier Benefit]

[If an Insured Person dies as a direct result of an Injury involving a collision, crash or sinking of a Common Carrier while riding as a fare-paying passenger within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit in the amount shown on the Benefit Schedule.

“Common Carrier” means an air, land or water vehicle (other than a personal, rental, or chartered vehicle) licensed to carry passengers for hire and available to the public. Common carrier includes aircraft, taxis, trains, buses, ferries, ships, and other common means of public transportation.]

[Dependent Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to the Insured’s beneficiary, in the amount shown on the Benefit Schedule, for each Eligible Dependent, subject to the following conditions:

- (1) an Accidental Death Benefit must be payable under the terms of this policy; and
- (2) coverage must be in force on the date of death; and
- (3) [there must be at least one Eligible Dependent as of the date of the Insured’s or Insured Spouse’s accidental death.]

[If there are no Eligible Dependents, a benefit amount, as shown on the Benefit Schedule, will be paid.

“Eligible Dependent” means spouse, Domestic Partner, or Dependent Child.]

[Dependent Child Care Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to the person responsible for incurring Child Care Expenses for any surviving Dependent Children, subject to the conditions and limitations below.

The [monthly] [annual] benefit for each Dependent Child will be as shown on the Benefit Schedule.

The benefit will be paid [in equal monthly installments] [annually] for [1, 2, 3, 4, 5] year[s] as long as the insured Dependent Child continues to be enrolled with a Day Care Provider, but not beyond the earliest of:

- (1) the Dependent Child attains Age 13; or
- (2) [2, 3, 4, 5, 6] years have elapsed since the date of the Insured’s or Insured Spouse’s accidental death, or
- (3) The benefit maximum shown on the Benefit Schedule is paid.

[One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses.]

[One fifty-second (1/52) of the annual benefit will be paid for each week of a partial month of Child Care Expenses.]

Proof of incurred Child Care Expenses shall be required before any benefit payment is made.

The maximum Dependent Child Care Benefit payable, regardless of the number of Dependent Children who qualify, is shown on the Benefit Schedule.

“Child Care Expenses” means those expenses which are for a service or supply furnished by a licensed Day Care Provider for a Dependent Child’s care.

“Day Care Provider,” means:

- (1) a facility which is legally licensed or recognized by a legal authority to provide care and supervision for children in a group setting on a regular, daily and non-resident basis; or
- (2) an individual legally licensed or authorized by a legal authority who provides child care and supervision for such Dependent Children in the Insured Person’s home.

As used in this policy, “Day Care Provider” does not include a Hospital or other medical facility.]

[Disappearance [and Exposure] Benefit]

[If an Insured Person’s body has not been found after one year from the date the conveyance in which the Insured Person was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of this policy and any concerns of fraud or foul play, that the Insured Person has died as a result of a Injury. Such accidental death shall be considered a covered loss under this policy.

[Unavoidable exposure to the elements resulting in the Insured Person’s Injury or death will be considered a covered loss for the purpose of determining benefits payable under this policy.]]

[Dislocations [and Fractures] Benefit]

[If an Insured Person sustains an Injury that results directly in one of the Dislocations specified below and that Dislocation requires Reduction under anesthesia by a licensed Physician, We will pay the percentage shown below of the Dislocations Benefit Maximum Amount shown in the Benefit Schedule.

Only one Dislocations Benefit is payable during the Insured Person’s lifetime for each Dislocation listed below.

[Dislocation]	[Percentage of Maximum Amount]
[Hip]	[25%]
[Knee]	[25%]
[Wrist]	[25%]
[Elbow]	[25%]
[Ankle]	[25%]
[Shoulder blade]	[25%]
[Collarbone]	[25%]
[Jaw]	[25%]]

[If an Insured Person sustains an Injury that directly results in one of the Fractures specified below, We will pay the percentage shown below of the Fractures Benefit Maximum Amount shown in the Benefit Schedule.

Only one Fractures Benefit is payable during the Insured Person’s lifetime for each Fracture listed below.

[Fracture]	[Percentage of Maximum Amount]
[Hip]	[80%]
[Pelvis (excluding Coccyx and Sacrum)]	[80%]
[Skull (excluding Nose, Lower Jaw and Teeth)]	[50%]
[Thigh (excluding Kneecap)]	[40%]
[Upper Arm]	[40%]
[Ankle]	[35%]
[Lower Leg (excluding Kneecap)]	[35%]
[Heel]	[40%]
[Shoulder Blade]	[35%]
[Lower Jaw]	[30%]
[Collarbone]	[30%]
[Forearm (excluding Wrist)]	[25%]
[Wrist]	[25%]
[Vertebrae (each) – Vertebral Arch (excluding Coccyx)]	[20%]
[Sternum (Breastbone)]	[15%]
[Kneecap]	[15%]
[Cheekbone]	[15%]
[Hand (excluding Fingers, Thumb, and/or Wrist)]	[10%]
[Foot (excluding Toes, Heel, and/or Ankle)]	[10%]
[Coccyx]	[25%]]

The total Dislocations[and Fractures] benefits payable over the lifetime of this policy shall not exceed 100% of the Maximum Amount as shown in the Benefit Schedule.

In addition to the exclusions set forth in the Exclusions section of this policy, the Dislocations [and Fractures] Benefits are not payable for:

- (1) an Injury resulting in a Dislocation [or Fracture] if Osteoporosis [or Pathological Fracture] was diagnosed prior to the Insured Person’s effective date of coverage ;
- (2) [Hairline Fractures].

If the Insured Person’s claim is payable for a Dislocation [or a Fracture], and either Osteoporosis or bone disease is first diagnosed at the time of such claim or first diagnosed prior to the claim but after the effective date of the Insured Person’s coverage , We will pay the benefit for that claim. However, no further Dislocations [and Fractures] benefits will be payable for the Insured Person.

["Coccyx" means four fused vertebrae at the bottom of the spine.]

"Dislocation", means that one or more bones are out of place, out of joint, or out of position. Dislocation does not include fingers and toes.

["Fracture" means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.]

["Hairline Fracture" means a break that appears as a narrow crack along the surface of the bone.]

"Osteoporosis" means the thinning of bone with reduction in bone mass due to depletion of calcium and bone protein.

["Pathological Fracture" means any Fracture in an area where pre-existing disease has caused weakening of the bone.]

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Reduction" means restoration to a normal position, of a Dislocated bone or joint]

[Education Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to each eligible Dependent Child, subject to the following:

- (1) an Accidental Death Benefit must be payable under the terms of this policy;
- (2) the Dependent Child must be attending or enrolled to attend an accredited institution of higher learning beyond the 12th grade level, as a full-time student, on the date of the Injury causing the Insured's or Insured Spouse's death or was at the 12th grade level and subsequently enrolls as a full-time day student at an accredited institution of higher learning within 365 days following the date of the Injury.

The amount of the Education Benefit for the Dependent Children will be paid in equal annual installments, and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to the surviving spouse or Domestic Partner provided an Accidental Death Benefit is payable under the terms of this policy and that the spouse or Domestic Partner enrolls as a full-time student in an accredited educational institution or an institution of vocational training for the purpose of preparing for full-time employment within 365 days after the date of such loss.

The amount of the Education Benefit for the [Dependent Children] [and/or] [spouse or Domestic Partner] will be paid in equal annual installments and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

Proof of such costs will be required before benefits are paid.]

[If an Insured or Insured Spouse sustains a covered accidental death for which benefits are payable under this policy, and no Education Benefit is payable under the terms described above, We will pay a benefit in the amount shown on the Benefit Schedule.]

[Emergency [Transportation] [and] [Treatment] Benefit]

[Emergency Transportation Benefit. If an Insured Person sustains an Injury that requires Emergency Treatment within [12, 24, 48] hours of the date of the accident that caused the Injury and it is determined that it is Medically Necessary that the Insured Person be transported to a Hospital or a Satellite Emergency Center by Ambulance, We will pay [the lesser of the actual incurred costs or] [100%] of the Emergency Transportation Maximum Amount shown in the Benefit Schedule. Only one Emergency Transportation Benefit is payable for any one accident.

[The maximum number of Emergency Transportation Benefits payable per calendar year for an Insured Person, regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[Emergency Treatment Benefit. If an Insured Person sustains an Injury that, within [24, 48, 72] hours of the date of the accident that caused the Injury, requires the Insured Person to receive Medically Necessary Emergency Treatment in a Hospital emergency room or a Satellite Emergency Center, We will pay the lesser of the actual incurred costs or] [100%] [of the applicable] Emergency Treatment Maximum Amount shown in the Benefit Schedule. Only one Emergency Treatment Benefit[, the largest,] is payable for any one accident incurred.

[The maximum number of Emergency Treatment benefits payable per calendar year for an Insured Person regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[If an Insured Person incurs expenses for both Emergency Transportation and Emergency Treatment due to the same accident, only one amount, the highest, will be paid.] [The maximum number of combined Emergency Transportation benefits and Emergency Treatment benefits payable for an Insured Person per calendar year regardless of the number of accidents incurred in that same calendar year is shown on the Benefit Schedule.]

[“Ambulance” means any publicly or privately owned surface, water or air vehicle, including a helicopter that is specifically designed and constructed or modified and equipped to be used, maintained or operated primarily for the transportation of individuals who are sick, injured or wounded.

Ambulance does not include a surface, water or air vehicle that is owned and operated to accommodate an incapacitated or Disabled person who does not require medical monitoring, care or treatment during transport.]

“Emergency Treatment” means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of a person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means an Emergency [Transportation] [or] [Treatment] that is: (1) essential for the diagnosis, treatment and care of the Injury; (2) meets generally accepted standards of medical practice; and (3) is ordered by a licensed Physician and performed under the licensed Physician’s care, supervision or order.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Satellite Emergency Center” means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician for the practice of medicine or dentistry.]

[Escalator Benefit]

[Refer to the Benefit Schedule for the benefits under this policy to which the Escalator Benefit applies, the percentage of the Escalator Benefit increase applied to each benefit, and the period of time for which the Escalator percentage increases are provided. Each increase will be based on the initial benefit amount.]

[Family Leave Benefit]

[(Not applicable to an Insured Person [or] [Insured Person’s spouse or Domestic Partner] Age [70, 75, 80, 85] or older on the date of the accident).]

[If an [Insured Person [or/;] [Insured Person’s spouse or Domestic Partner][or an Immediate Family Member] is Disabled due to an Injury within [90, 120, 180, 365] days of the date of the accident which caused the Injury; and [

- (1) [an [Insured Person [or] [Insured Person’s spouse or Domestic Partner] takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Disabled Immediate Family Member]; or]
- (2) [[an Immediate Family Member takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Insured Person [or Insured Person’s spouse or Domestic Partner]]

within [90, 120, 180, 365] days of the date the accident which caused an [Insured Person] [or] [Insured Person's spouse or Domestic Partner] [or] [Immediate Family Member] to be Disabled, We will pay a monthly benefit to the Insured Person beginning [30, 60, 90, 120, 180, 365] days from the date the Caregiver ceased receiving wages due to resignation or unpaid leave of absence to provide Continuous Care to the Disabled person.

The amount of the Family Leave Benefit will be the lesser of:

- (1) The family leave monthly Maximum Amount specified in the Benefit Schedule; or
- (2) The result of multiplying 1/12th of the annual earnings of the Caregiver by the percentage of earnings reflected in the Family Leave Benefit in the Benefit Schedule].

[The benefit is payable monthly as long as [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] remains continuously Disabled due to that Injury, but ceases on the earliest of:

- (1) the date the Disabled person ceases to be Disabled due to that Injury;
- (2) the date the Disabled person or the Caregiver dies;
- (3) the date the Caregiver ceases to spend [20, 30, 40] hours per week to provide Continuous Care to the Disabled person for any reason;
- (4) the date the Caregiver returns to Full-Time Employment; or
- (5) the date the benefit has been paid for the maximum number of months specified for the Family Leave Benefit shown in the Benefit Schedule.

Once the maximum is reached, no benefits are payable for any additional cause of Disability during an Insured Person's lifetime.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled for less than a full month. Only one benefit is provided for any one month of Disability, regardless of the number of Injuries or accidents causing the Disability. Only one benefit is payable under this policy for any Disability due to the same accident, regardless of the [number of people Disabled,] the number of times [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled [, or the number of people who resign or take a leave of absence to provide Continuous Care].

We reserve the right to request proof of voluntary termination or leave of absence from Full-Time Employment without pay prior to payment of benefits. We also reserve the right to request proof of Disability or continuing Disability, including, but not limited to, requiring an independent medical examination at Our expense as often as may be reasonably required.

[An Immediate Family Member who takes a leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care must be at least 18 years of Age.]

"Annual Earnings" means base annual salary for the 12 months of employment with the same employer immediately preceding resignation or leave of absence to provide Continuous Care for the Disabled person, exclusive of overtime, bonuses, tips, commissions and special compensation. Annual earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statement from an employer.

"Caregiver" means the person who resigns or takes an unpaid leave of absence to provide Continuous Care.

"Continuous Care" means activities related to the physical life, health and safety of the Disabled person which must include assisting with two or more of the following: (1) bathing with sponge, bath, or shower; (2) dressing; (3) toilet use; (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

"Disabled, Disability" means that, as the result of an Injury, [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Insured Person's Immediate Family Member]:

- (1) [is completely unable to perform the duties of any full-time or part-time occupation] [or, in the case of a child under Age [15], is unable to attend school on a full-time or part-time basis;];
- (2) requires the Continuous Care of the Caregiver; and
- (3) requires the supervision of a Physician unless [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] has reached his or her maximum point of recovery.

"Full-Time Employment" means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Disability.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Felonious Assault Benefit]

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is:

- (1) not a moving violation as defined under the applicable state motor vehicle laws; and
- (2) not an act of an Immediate Family Member[, another Insured Person] or an individual who resides with an Insured Person.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

“Felonious Assault” means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

[Funeral Expense Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit amount, as shown in the Benefit Schedule, to help with customary funeral expenses such as services and materials provided by an undertaker, or a tombstone or plaque.

The benefit will be paid to the person who provides proof they paid, or will pay, the funeral expenses.]

[Grief Counseling Benefit]

[If an Insured or an Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury and is survived by their spouse or Domestic Partner, and/or Dependent Children, We will pay a benefit for counseling services received by the Insured Person’s spouse or Domestic Partner, and/or Dependent Children within 1 year of an Insured’s or Insured Spouse’s accidental death.

Upon Our receipt of proof of payment for such counseling sessions, We will pay the amount shown on the Benefit Schedule per counseling session, limited to the maximum number of sessions shown on the Benefit Schedule for spouse or Domestic Partner, and all Dependent Children combined.

The benefit will be paid to the person who provides proof they paid for the counseling services.]

[Homecare Benefit]

[(Not applicable to an Insured or Insured Spouse Age [70, 75, 80, 85] or older on the date of the accident)].

[If, as the result of an Injury, an Insured or Insured Spouse [becomes Totally and Permanently Accidentally Disabled] within [90, 120, 180, 365] days of the accident that caused the Injury [and] requires Continuous Care, We will pay the Insured or Insured Spouse a monthly Homecare Benefit [beginning 30, 60, 90, 120, 180, 365, 730] days from the date of the disabling Injury as shown below:

[A] [Continuous Care provided by Qualifying Family Member:

If Continuous Care is provided by a Qualifying Family Member, We will pay a benefit equal to [25 - 60%] of the Qualifying Family Member’s Monthly Earnings up to [the Maximum Monthly Benefit shown on the Benefit Schedule] [a maximum of [25 - 75%] of the monthly Total and Permanent Accidental Disability Benefit an Insured Person [or Insured Person’s spouse or Domestic Partner] is receiving.]

[B][Continuous Care provided by Homecare Provider:

If Continuous Care is provided by a Homecare Provider, We will pay a benefit equal to [the Maximum Monthly Benefit shown on the Benefit Schedule] [[50%] of the monthly Total and Permanent Accidental Disability Benefit an Insured or Insured Spouse is receiving.]

Homecare benefits for Continuous Care provided by either a Qualifying Family Member or a Homecare Provider will be payable [for the first [6, 12, 24] months an Insured or Insured Spouse receives [monthly Total and Permanent Accidental Disability benefits] [Continuous Care] but will end on] [until] the earliest of:

- (1) the date an Insured or Insured Spouse ceases to be Totally and Permanently Accidentally Disabled;
- (2) the date an Insured or Insured Spouse dies; or
- (3) the date the [Qualifying Family Member ceases to spend at least [20, 30, 40] hours per week][, or a] [Homecare Provider ceases to spend [10, 15, 20] hours per week.] to provide Continuous Care to an Insured or Insured Spouse for any reason.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when an Insured or Insured Spouse is under Continuous Care for less than a full month.

[Only one Homecare benefit, the largest, is payable for any one month an Insured or Insured Spouse receives Continuous Care, regardless of the number of [Qualifying

Family Members] [or] [Homecare Providers] providing Continuous Care.]

“Continuous Care” means [at least [20, 30, 40] hours a week of care by a Qualifying Family Member][or][at least [10, 15, 20] hours a week by a Homecare Provider] at home for activities related to the physical life, health and safety of an Insured or an Insured Spouse which must include assisting with [two or more of the following:] (1) bathing with sponge, bath or shower; (2) dressing; (3) toilet use; (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

“Full-Time Employment” means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Total and Permanent Accidental Disability.

[“Homecare Provider” means a licensed home health care professional or registered nurse, and not a Physician.]

[“Monthly Earnings” means 1/12th of the base annual salary for the 12 months of employment immediately preceding resignation or a leave of absence to provide Continuous Care for an Insured or Insured Spouse exclusive of overtime, bonuses, tips, commissions and special compensation. Monthly Earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2’s, 1099’s, tax returns or statements from the employer.]

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

[“Qualifying Family Member” means an Insured’s or Insured Spouse’s parent, spouse or Domestic Partner, sibling or child who is at least 18 years of Age, and who took an unpaid leave of absence or resigned from his or her Full-Time Employment to provide Continuous Care for an Insured or Insured Spouse.]

[“Total and Permanent Accidental Disability” means an Insured’s or Insured Spouse’s inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means that an Insured or an Insured Spouse:

- (1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in

Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

- (2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

[“Loss of a Hand or Foot” means complete severance at or above the wrists or ankle joints without subsequent reattachment.

[“Loss of Sight in Both Eyes” means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

[“Loss of Hearing in Both Ears” means the entire and irrecoverable loss of the ability to hear in both ears.]

[“Loss of Speech” means total and irreversible loss of the ability to speak.]

“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.

“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]]

[In-Hospital Accident Daily Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary Confinement due to that Injury[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Days of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. It is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required.

“Day(s) of Confinement” means a day of Hospital Confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement” means a period of consecutive days of confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician,” as used in this benefit, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[In-Hospital Accident Single Payment Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [after 30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement due to that Injury. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown in the Benefit Schedule. [The benefit is payable in one lump sum. The benefit is payable only once during an Insured Person's lifetime.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician”, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Intensive Care Unit Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in confinement in an Intensive Care Unit] [If benefits are payable for an Insured Person under the In-Hospital Accident [Daily] [or] [Single Payment] Benefit, and the Insured Person becomes confined in an Intensive Care Unit], We will pay a benefit in the amount shown on the Benefit Schedule for each Day of Confinement in and charged for an Intensive Care Unit. For each Period of Confinement, the Intensive Care Unit benefit is payable for up to the maximum number of days shown on the Benefit Schedule.

Only one daily benefit is provided for any one day of Intensive Care Unit confinement, regardless of the number of Injuries for which confinement is required.

Once the maximum benefit amount shown on the Benefit Schedule is reached no additional Intensive Care Unit benefits will be payable during the Insured Person’s lifetime.

“Day(s) of Confinement” means a day of ICU confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other

section of the Hospital that is used for such purposes.

“Inpatient” as used in this benefit means a person:

- (1) who is confined to an ICU as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the ICU unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Intensive Care Unit (ICU)” means a specifically designated facility in the Hospital that provides the highest level of medical care and that is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. The ICU must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured, and the patients must be under constant and continual observation by the nursing staffs assigned exclusively to the ICU on a full-time basis. These units must be listed as intensive care units in the current edition of the American Hospital Association Guide or be eligible to be listed therein. This guide lists three types of facilities that meet this definition: (1) Intensive Care Units; (2) Cardiac Intensive Care Units, and (3) Infant (Neonatal) Intensive Care Units.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.]

[Medical Evacuation Benefit]

[If, as a result of an Injury, an Insured Person requires air transport to a Hospital or Satellite Emergency Center while the Insured Person is outside [a 100 mile radius from his or her current place of primary residence] [the United States], We will pay a benefit equal to the lesser of the incurred costs for such air transport or the amount shown in the Benefit Schedule.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician”, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Satellite Emergency Center” means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician for the practice of medicine or dentistry.]

[Paralysis Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, results in any one of the types of Paralysis specified below, We will pay the percentage of the Maximum Amount shown in the Benefit Schedule where the percentage is determined by the type of Paralysis as follows:

Type of Paralysis	Percentage of Maximum Amount
[Quadriplegia]	[100%]
[Paraplegia]	[50,75,100]%]
[Hemiplegia]	[50,75,100]%]
[Uniplegia]	[25%]

[“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.]

[“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.]

[“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.]

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]

[“Limb” means the entire arm or entire leg, including the hand and foot.]

The Paralysis must continue for [6, 12, 24] months before the benefit will be paid.

If an Insured Person sustains more than one type of Paralysis as a result of the same accident, only one amount, the largest, will be paid. Once the Maximum Amount shown on the Benefit Schedule is paid, no benefits are payable for any additional Paralysis resulting from an Injury sustained during an Insured Person’s lifetime.]

[[Physician’s] [or] [Dentist’s] Office Visit Benefit]

[If [, after an Insured Person has been covered under this policy for [1, 2, 3, 6, 12] consecutive months] the Insured Person visits a [Physician’s] [or] [Dentist’s] office for treatment of an Injury while coverage is in force, We will pay a benefit equal to the per visit benefit amount shown in the Benefit Schedule, subject to the [maximum [and combined maximum] number of visits] [and the] [maximum [and combined maximum] benefit amount] shown in the Benefit Schedule. [No benefit is payable if an Insured Person does not incur a [Physician’s] [or] [Dentist’s] office visit fee for which the Insured Person has no recourse to partial or full reimbursement by other insurance or settlements.] [The [lifetime maximum number of visits] [and] [lifetime maximum benefit amount] [is] [are] shown in the Benefit Schedule.]

No benefit is payable for elective, cosmetic, or related procedures.

No benefits will be paid for any visit for any visit scheduled during the first [1, 2, 3, 6, 12] consecutive months of an Insured Person;s coverage.]

[Coverage under this benefit ends on [the earlier of:] [(1) the date the [lifetime maximum number of visits [or] the lifetime maximum benefit amount] shown in the Benefit Schedule is met;] [or] [(2) [[12-60] months] from the effective date of an Insured Person’s coverage under this benefit.]]

[“Dentist” means a legally qualified Dentist who:

- (1) is licensed by the jurisdiction in which he or she practices; and
- (2) performs services within the scope of his or her license.

A Dentist may not be: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]]

[Recuperation Accident Daily Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury], requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Injury [, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury up to the maximum number of days shown for the Recuperation Accident Daily Benefit in the Benefit Schedule during any one Period of Confinement. The benefit is payable in one lump sum upon the Insured Person's discharge from the Hospital. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of Periods of Confinement due to Injury. Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person's lifetime.

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military,

veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same period of confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Repatriation of Remains Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in death while at least 75 miles from the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule for the preparation and transport of the Insured Person's body.

Proof must be provided that someone has, or will, use this benefit for the preparation and transport specified and the benefit will be payable to such person.]

[Return of Premium Benefit]

The Return of Premium Benefit will be payable when We receive proof satisfactory to Us that an Insured died and no benefit is payable under this policy as a result of the Insured's death. All payments by Us are payable at Our home office. Proof of any claim must be submitted in writing to Our home office.

The Return of Premium Benefit will be paid in a lump sum to the Insured's beneficiary. We will pay interest on the Return of Premium Benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage as required by state law.

The amount of the Return of Premium Benefit will be the sum total of [all] the monthly premiums the Insured has paid under this policy. [for the [3, 5] years of coverage prior to the Insured's death.]

[Seatbelt [and Air Bag] Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in [dismemberment] [or] [death] while driving or riding in a Private Passenger Vehicle, We will pay a benefit equal to the amount shown in the Benefit Schedule.

In order to be eligible for this benefit, the following must apply:

- [(1) An [Accidental Dismemberment] [or] [Accidental Death] benefit must be payable under this policy; and
- [(2) the Private Passenger Vehicle was equipped with Seatbelts; and
- [(3) a Seatbelt was in proper use by the Insured Person at the time of the accident as certified in the official accident report or by the investigating officer; and
- [(4) the seat in which the Insured Person was seated was equipped with a properly installed Air Bag at the time of the loss].

"Seatbelt" means a properly installed seatbelt (or child restraint if the Insured Person is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency.

"Private Passenger Vehicle" means a validly registered four-wheeled private passenger car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

["Air Bag" means a passive restraint device in a Private Passenger Vehicle which inflates upon collision to protect an individual from Injury or death.]]

[Simultaneous In-Hospital Accident Daily Benefit]

[If an Insured Person and an Insured Person's spouse or Domestic Partner each sustain an Injury from the same accident that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires both to be confined in a Hospital as Inpatients at the same time, We will pay a benefit [for each day] [after 1, 2, 3] day(s) of Medically Necessary confinement due to that Injury [, retroactive to the first Day of Confinement]. No benefit is provided for [the first [1, 2, 3] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient

confinement due to that Injury. The benefit is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement.

Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required and regardless of the number of people confined.

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined in a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury;
- (2) in accordance with generally accepted standards of medical practice; and
- (3) ordered by a Physician.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Insured Person; (2) the Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Temporary Total Disability Accident Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [60, 64, 65, 70].

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if [If.] as a result of an Injury, an Insured Person is rendered Temporarily Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Temporary Total Disability due to that Injury continues for [6, 12, 24] consecutive months, We will pay a monthly benefit equal to 100% of the Temporary Total Disability Accident Maximum Amount shown in the Benefit Schedule. The benefit is payable as long as the Insured Person remains continuously Temporarily Totally Disabled due to that Injury, but ceases on the earliest of:

- (1) [an Insured Person’s 55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date the Insured Person ceases to be Temporarily Totally Disabled due to that Injury;
- (3) the date the Insured Person dies; or
- (4) the date this benefit has been paid for the maximum number of payments as shown in the Benefit Schedule; or
- (5) the date the lifetime Maximum Amount has been paid as shown in the Benefit Schedule.]

We will pay benefits calculated at the rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Temporarily Totally Disabled for less than a full month. Only one benefit is provided for any one month of Temporary Total Disability, regardless of the number of Injuries causing the Temporary Total Disability or the number of losses incurred.

No benefits are payable if an Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

[Benefit Offsets. The Temporary Total Disability Benefit will be reduced by amounts paid to the Insured Person, due to the same Temporary Total Disability, under any of the following: [other group insurance plans;] [salary continuance, accumulated sick leave;] [wage benefits under Worker’s Compensation and similar laws;] [state statutory Disability benefit laws].]

Recurrent Disability. Recurrent periods of Temporary Total Disability, due to the same or a related Injury, will be considered one period of Temporary Total Disability if separated by less than [90, 180] consecutive days of return to any full-time work.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Temporarily Totally Disabled, Temporary Total Disability” means: (1) [Disability that prevents an Insured Person from performing the material and substantial duties of an Insured Person’s own occupation] [Disability that prevents an Insured Person from performing the material and substantial duties of any occupation on a full-time or part-time basis for which an Insured Person is qualified by reason of education, training or experience.]; and (2) requires that an Insured Person is under the supervision of a Physician.]

[Total and Permanent Accidental Disability Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].

[Upon receipt of proof satisfactory to Us that an Insured Person sustained a Total and Permanent Accidental Disability, [prior to Age [55, 60, 64, 65, 70]], as a result of an Injury within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, [a monthly] [a lump sum] benefit amount, as shown in the Benefit Schedule, will be payable.

[Monthly payments, if applicable, will continue until the earliest of:

- (1) [an Insured Person’s [55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date an Insured Person recovers and is no longer Totally and Permanently Accidentally Disabled]; or
- (3) the date the maximum number of payments, shown in the Benefit Schedule, have been paid; or
- (4) the date an Insured Person fails to furnish proof of continued Disability when requested or refuses to submit to a required medical examination; or
- (5) the date of an Insured Person’s death.]

If an Accidental Death Benefit is payable under this policy, the amount of such benefit will be reduced by the amount of insurance paid under this Total and Permanent Accidental Disability Benefit.

In no event will the amount payable under this benefit exceed the lifetime Maximum Amount shown in the Benefit Schedule.

No benefits are payable if an Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

The Total and Permanent Accidental Disability must occur while an Insured Person's coverage is in force.

["Total and Permanent Accidental Disability" means an Insured Person's inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured Person from performing such occupation for life.]

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that an Insured Person:

(1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent an Insured Person for life from performing such occupation.]

["Loss of a Hand or Foot" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight in Both Eyes" means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Hearing in Both Ears" means the entire and irrecoverable loss of the ability to hear in both ears.

"Loss of Speech" means total and irreversible loss of the ability to speak.

"Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

"Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.

"Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.

"Uniplegia" means the complete and irreversible Paralysis of one Limb.]

[Travel Care Benefit]

[If an Insured Person is confined to a Hospital for longer than [7, 10, 14] days as the result of an accidental Injury incurred while traveling outside a 100 mile radius of the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule to:

- (1) return the Insured Person's Dependent Child(ren), under Age 18, or one companion, who were traveling with the Insured Person, back home; or
- (2) for one person to visit the Insured Person during such confinement in a Hospital.

Proof must be provided that someone has, or will, use this benefit for the travel specified.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Waiver of Premium Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If,] while under Age [55, 60, 64, 65, 70], and as a result of an Injury, an Insured Person becomes Totally and Permanently Accidentally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, the Insured Person's insurance will be continued in force without payment of premium during the uninterrupted continuance of the Total and Permanent Accidental Disability. The Insured Person must continue premium payments during the [6, 9, 12, 24] month waiting period. Insurance continued under this benefit will include only insurance amounts and benefits which are in force on the date of the onset of the Insured Person's Total and Permanent Accidental Disability. [However, additional

Dependents may become insured under this policy while the Insured Person is Totally and Permanently Accidentally Disabled, provided additional premium would not otherwise be required.]

The waiver of premium will cease on the earliest of:

- (1) the date the Insured Person is no longer Totally and Permanently Accidentally Disabled; or
- (2) the date the Insured Person fails to submit the required proof of continuous Disability; or
- (3) the date the Insured Person fails to submit to any physical examination; or
- (4) the date the Insured Person attains Age [55, 60, 64, 65, 70]; or
- (5) the date of the Insured Person's death; or
- (6) the date this policy terminates.

“Dependent” means an Insured Person's spouse or Domestic Partner, or Dependent Child.

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means an Insured Person's permanent and complete inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person for life from performing any occupation.]

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means that the Insured Person:

- (1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or]] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and
- (2) [is permanently unable to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person from performing such occupation for life.]

[“Loss of a Hand or Foot” means complete severance at or above the wrists or ankle joints without subsequent reattachment.

[“Loss of Sight in Both Eyes” means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

[“Loss of Hearing in Both Ears” means the entire and irrecoverable loss of the ability to hear in both ears.]

[“Loss of Speech” means total and irreversible loss of the ability to speak.]

“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.

“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]]

Weekly Accident Benefit

[If, as a result of an Injury, an Insured Person is rendered Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, We will pay a benefit after [1, 3, 7, 14, 30, 60, 90, 180] day(s) of the Total Disability due to that Injury in any one Period of Disability [retroactive to the first day of Total Disability in that Period of Disability]. [No benefit is provided for the first [1, 3, 7, 14, 30, 60, 90, 180] day(s) of Total Disability in that Period of Disability.]

The amount of the benefit per week is [the lesser of: (1) the weekly Maximum Amount shown for the Weekly Accident Benefit in the Benefit Schedule; [or (2) [50, 66, 2/3, 75]% of Weekly Earnings.] The benefit is payable weekly so long as the Insured Person remains Totally Disabled due to the Injury and so long as the number of payments made in relation to this benefit over the lifetime of this policy does not exceed the maximum number of weeks shown for the Weekly Accident Benefit in the Benefit Schedule.

We will pay benefits calculated at a rate of 1/7th of the weekly benefit for each day of Total Disability for which We are liable when the Insured Person is Totally Disabled for less than a full week. Only one benefit is provided for any one day of Total Disability, regardless of the number of Injuries causing the Total Disability. No benefits are payable if the Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

If the Insured Person returns to perform the material and substantial duties of his or her Occupation for any employer on a full or part-time basis, the Insured Person may return to Total Disability status if: (1) the Insured Person has not been back to work for longer than [30] days; and (2) the Insured Person is again Totally Disabled due to the same Injury which caused the original Total Disability.

Periods of Total Disability separated by less than 30 consecutive days will be considered one Period of Total Disability unless due to separate and unrelated causes. We reserve the right (as often as We may reasonably require) to determine, on the basis of all the facts and circumstances, that the Insured Person is Totally Disabled, including, but not limited to, requiring an

independent medical examination provided at Our expense.

Coordination with Other Income Benefits. The amount of the Weekly Accident Benefit will be reduced, if necessary, so that the sum of the Weekly Accident Benefit plus all Other Income Benefits to which the Insured Person is entitled for that week does not exceed [75, 100]% of the Insured Person's Weekly Earnings. If the sum of all Other Income Benefits equals or exceeds [75, 100]% of the Insured Person's Weekly Earnings, no Weekly Accident Benefit is payable for that week. If any Other Income Benefits are payable on a basis other than weekly, We will calculate the equivalent weekly payment and reduce each Weekly Accident Benefit accordingly.

Facility of Payment. A payment made under another Disability plan may include an amount which should have been paid under this benefit. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this benefit. We will not have to pay that amount again.

Right of Recovery. If the amount of the payments made by Us is more than it should have paid under the coordination with Other Income Benefits provision, We may recover the excess from one or more of: (1) the beneficiary or Insured Person ; (2) insurance companies; or (3) other organizations.]

"Occupation" means the occupation, job or work the Insured Person performed at the time of the accident causing the Injury for which benefits are claimed under this benefit.

["Other Disability Plan" means: (1) any salary continuation or disability plan provided through the Insured Person's employer; (2) any group or blanket disability plan (other than this benefit) or like plan for persons in a group; (3) any Worker's Compensation Act or similar law; or (4) the United States Social Security Act including SSDI, SSI, SS Retirement, Railroad Retirement Act, PERA or any similar plan or act.

"Other Income Benefits" means any amounts that would be provided because of the Insured Person's inability to work due to the Injury for which benefits are claimed under this benefit under Other Disability Plan(s), whether or not claim is made. However, if any Other Disability Plan has provision to reduce its payments because of weekly accident benefits under this policy, and if this policy has covered the Insured Person longer than that Other Disability Plan has, that Other Disability Plan's benefits will not be considered Other Income Benefits.]

"Period of Disability" means a period of consecutive days of continuous Total Disability.

"Totally Disabled, Total Disability" means that the Insured Person is unable to perform the material and substantial duties of his or her occupation for any employer on a full-time or part-time basis.

["Weekly Earnings" means the Insured Person's base Weekly Earnings in his or her Occupation at the time of the accident causing the Injury for which benefits are claimed under this benefit. Base Weekly Earnings will be averaged over the preceding four week period prior to the date of the accident causing the Injury, but not including the week of the Injury. Overtime, bonuses, tips, commissions, reimbursements and special compensation are not included.]

Payment of Benefits

Upon receipt of satisfactory written proof of death, if a benefit is payable under this policy, it will be payable to the Insured's Beneficiary.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law. Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to the Insured unless the policy specifies otherwise. Any accrued benefits unpaid at the Insured's death will be paid to the Insured's estate.

Benefits payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the policy provides periodic payments will be paid at the end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this policy is the responsibility of the claimant and must be submitted in writing to Our home office.

Beneficiaries

The Insured may name one or more beneficiaries. If there is more than one beneficiary, each will receive an equal share, unless the Insured has requested another method in writing. In the event a beneficiary is not living at time of the Insured's death, that beneficiary's portion of the benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of simultaneous deaths of an Insured and a beneficiary, the benefit will be paid as if the Insured survived the beneficiary.

If there is no beneficiary who survives the Insured, or if the Insured does not name a beneficiary, We will pay the benefits to the Insured's lawful spouse or Domestic Partner; otherwise to the duly appointed representative of the Insured's estate.

The Insured can file a written request with Us [or Our designated Plan Administrator] to change the beneficiary. The Insured's written request will not be effective until it is recorded in Our home office records. After it has been so recorded, it will take effect as of the date the Insured signs the request. If the Insured dies before the request has been so recorded, the request will not be effective as to those benefits We have paid before the Insured's request was so recorded.

The Insured may also choose to name a beneficiary that the Insured cannot change without the beneficiary's consent. This is known as an irrevocable beneficiary.

Notice of Claim

Notice of claim must be given within 60 days after the occurrence or commencement of any loss covered under this policy. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this policy. No action at law or in equity will be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

Claim Forms

When We receive the notice of claim We will furnish the forms needed to file the proof of loss. If We do not furnish these forms within 15 days of the date We receive the notice of claim, the Insured may submit his or her own proof of loss. The proof of loss must be in writing and cover the occurrence, character, and extent of the loss. We will also advise the Insured if additional information beyond the claim forms is necessary to satisfy the proof of loss requirements under this policy.

Proof of Loss

Written proof of loss must be given within one year after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce

the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible.

[Certain facts are needed to administer any coordination with other income benefits provisions. We have the right to decide which facts are required. Each person claiming benefits under the [Accident Medical Expense Benefit,] [Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] must give Us any facts We need to review the claim, provide consent to obtain additional information as needed and cooperate with Us in Our processing of the claim.]

Premiums

[Premium Due Date

Premiums are due under this policy on an annual, semi-annual, quarterly or monthly basis based on the payment method selected by the Insured and accepted by the Plan Sponsor. Each premium payment will pay for the insurance then in effect under this policy.

[The Insured's first premium is due on the first day of the month after coverage has been effective for [30, 60, 90] days.] The first premium due date is shown on the Benefit Schedule.

Premium Payment Method

The Plan Sponsor will make the initial determination whether the Plan Sponsor will collect the premium and remit it to [Us] [the Plan Administrator] or whether the Insured will make premium payments directly to [Us] [the Plan Administrator]. Such premiums are to be paid in United States dollars.

Grace Period

This policy has a 31-day grace period. If a premium is not paid on or before the date it is due, it may be paid during the following 31-day period following the due date. The premium payment, however, must be received in Our home office within the 31-day grace period. The policy will remain in effect during the 31-day grace period. This grace period does not apply to the first premium payment.

Premium Rate Change

We have the right to change the premium rates on any premium due date but not more than once in each policy year. Premiums may be paid up to 11 months in advance.

Premium Refunds

If an Insured's coverage terminates at a time when there is unearned premium, We will refund any unearned premium.]

[If an Insured is insured under the Noncontributory Plan, the Plan Sponsor is responsible for making all required premium payments due for the Noncontributory Plan [for the term of the Noncontributory Plan shown on the Benefit Schedule.]]

Termination

You may terminate this policy by giving us 31 days prior written notice. No individual may become insured under this policy after the effective date of your notice of termination. We may terminate this policy by giving You 31 days prior written notice. We may terminate a Plan Sponsor's participation under this policy by giving the Plan Sponsor 31 days prior written notice.

The Insured's accident only coverage will terminate on the earliest of:

- (1) the date the Insured is no longer eligible;
- (2) the last day for which premiums have been paid following notice of the termination of this policy;
- (3) 31 days after the due date of any premium which is not paid;
- (4) the date We receive the Insured's written request to terminate his or her insurance.

Insurance terminated for nonpayment of premiums may be reinstated, while the Insured is living, and within 31 days following the date of termination. No evidence of insurability will be required during this 31-day period. Subject to the limitations of this policy, termination of the Insured's coverage will have no effect on any claim which arises as a result of a loss occurring prior to the date of termination.

Additional Information

Misstatement of Age

If an Insured's Age has been misstated, the amount of the benefit payable under this policy will be that amount which the premiums paid would have purchased based on the Insured's correct Age. If We determine that the Insured was not eligible for coverage under this policy, due to the Insured's Age, Our liability under this policy is limited to an amount equal to the premiums paid by the Insured.

Incontestability

After the Insured's coverage has been in force during the Insured's lifetime for two years from the issue date of the Insured's coverage, We cannot contest the original issuance of the Insured's coverage for any loss that is incurred more than two years after the issue date, except for the nonpayment of premiums.

Right to Examine

We retain the right to have the Insured Person medically examined at Our own expense. We have the right and opportunity to examine the Insured Person as often as it may reasonably be required while a claim is being considered or paid.

State Notices and Provisions

[The following applies to **Alaska** residents:

1. **Exclusion** (5) is replaced with the following:

(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless administered on the advice of a physician;

[2. Wherever referenced in this policy, "**Usual and Customary Charge(s)**" means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the geographic area where the service is performed;
- (3) is based on an amount equal to or greater than the 80th percentile of charges for the geographic area where the service is performed; and
- (4) does not include charges that would not have been made if no insurance existed.]]

[The following applies to **Arkansas** residents:

Notice

This is to advise You that should any questions arise regarding this insurance, You may contact the following: Minnesota Life Insurance Company, Group Division, 400 Robert Street North, St. Paul, Minnesota 55101-2098. Telephone (651) 665-3500.

If We at Minnesota Life Insurance Company fail to provide You with reasonable and adequate service, You should feel free to contact: Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904. Telephone: (800) 832-5494 or (501) 371-2640.]

[The following applies to **California** residents:

California Contact Notice

It is important to Us that You are satisfied with this policy and the service You receive from Us. If You have an unresolved complaint, the California Insurance Department suggests that You notify their Consumer Affairs Office. Contact should be made only after communications between You and Us (the agent or other representative) have failed to produce a satisfactory solution to the problem.

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, Minnesota 55101-2098
651-665-3500

Department of Insurance
Consumer Affairs Department
300 South Spring Street
Los Angeles, California 90013
213-897-8921
Toll Free (CA Only): 800-927-4357
Office Hours: 9 A.M. to 5 P.M.

This Notice provides contact information only and is not a condition of the policy.]

[The following applies to **District of Columbia** residents:

1. The definition of **Domestic Partner** is replaced with the following:

Domestic Partner

A person:

- (1) with whom an individual maintains a committed relationship characterized by mutual caring and the sharing of a mutual residence; or
- (2) who has registered as a domestic partner by executing a declaration of domestic partnership to be filed with the state or local domestic partner registry with another person;
- (3) who is at least 18 years old and competent to contract;
- (4) who is the sole domestic partner to the other person; and
- (5) who is not married.

[The following applies to **District of Columbia** residents (continued):

2. Under the **Exclusions** section, exclusions (4), (5) and (6) are replaced with the following:

- (4) bodily or mental infirmity, illness or disease, except as state mandates;
- (5) the voluntary use of illegal drugs, the intentional taking of over-the-counter medication not in accordance with recommended dosage and warning instructions and intentional misuse of prescription drugs, except as state mandates;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto, except as state mandates;

3. Wherever used in this Policy, "**Medically Necessary**" is replaced with the following:

"Medically Necessary" means care which, in the opinion of a treating Physician, is reasonably needed to:

- (4) prevent the onset or worsening of an illness, condition, or disability;
- (5) establish a diagnosis;
- (6) provide palliative, curative, or restorative treatment for physical and/or mental health conditions; and
- (7) assist the individual to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities that are appropriate for individuals of the same age.

The fact that a Physician may prescribe, authorize or direct a service does not of itself make it Medically Necessary or covered by the group policy.

4. The **Notice of Claim** provision is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this policy, or as soon thereafter as is reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this policy.

No action at law or in equity will be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

5. The first paragraph of the **Proof of Loss** provision is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Indiana** residents:

1. The definition of **Dependent Child(ren)** is replaced with the following:

Dependent Child(ren)

The Insured's child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with the Insured for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
- (2) living in the Insured's home; and
- (3) dependent on the Insured for financial support as evidenced by the Insured's federal tax return; and
- (4) between and including the ages of birth and 19 years, or under age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution, or under age 25 if a mental or nervous condition, problem, or disorder develops which prevents the child from attending school as a full-time student, provided proof of such incapacity and dependency is furnished to us within 31 days of the child's attainment of age 25 and subsequently as may be required by us, but not more frequently than annually after the two-year period following the child's attainment of age 25.

2. The definition of **Injury** is replaced with the following:

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

[3. The **Felonious Assault Benefit** is replaced with the following:

Felonious Assault Benefit

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is not a moving violation as defined under the applicable state motor vehicle laws.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

"Felonious Assault" means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily Injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

4. The **Payment of Benefits** section is replaced with the following:

Payment of Benefits

Upon receipt of satisfactory written proof of death, if a benefit is payable under this policy, it will be payable to the Insured's beneficiary within 45 days.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to the Insured unless the policy specifies otherwise. Any accrued benefits unpaid at the Insured's death will be paid to the Insured's estate.

[The following applies to **Indiana** residents (continued):

Benefits payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the policy provides periodic payments will be paid at the end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this policy is the responsibility of the claimant and must be submitted in writing to Our home office.

5. The **Notice of Claim** section is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this policy, or as soon as reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this policy. No action at law or in equity will be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

6. The first paragraph fo the **Proof of Loss** section is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Maryland** residents:

1. The “**General Information**” provision is replaced with the following:

General Information

This policy and Your application contain the entire contract between You and Us. Any statement You made in Your signed application will be considered representations and not warranties. Also, any statement You made will not be used to void the Insured’s coverage nor defend against a claim unless the statement is contained in the Insured’s signed application.

No change or waiver of any of the provisions of this policy, or of any policy issued under it, will be valid unless made in writing by Us and signed by Our president, a vice president, Our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of this policy, or of any policy issued under it.

This policy may be amended at any time You and We agree to amend it. The consent of the Insured is not required to amend this policy. Any amendment will be without prejudice to any claim for benefits incurred prior to the date of the amendment.]

MINNESOTA LIFE

400 Robert Street North • St Paul, Minnesota 55101-2098

GROUP ACCIDENT ONLY INSURANCE • NONPARTICIPATING

Certificate of Insurance

Minnesota Life Insurance Company – A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

[Plan Administrator:
[Address, City, State] • 1-800-XXX-XXXX]

Read Your Certificate Carefully

This certificate summarizes the principal provisions of the group policy that affect You. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the Plan Sponsor during regular working hours.

Right to Cancel

It is important to Us that You are satisfied with Your coverage under this certificate and that it meets Your insurance goals. If You are not satisfied, You may return the certificate to Us within 30 days of its receipt and receive a full refund of any premiums paid within 10 days after We receive the notice of cancellation. Upon Our cancellation of Your certificate, Your certificate will be void from the beginning as if it never had been issued.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.



Secretary



President

This is an accident only certificate and does not cover sickness or disease. Review the certificate carefully. This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

[EXCESS INSURANCE: This certificate is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the same time of the claim then the benefit amounts payable by such other medical insurance will become the deductible amount of this certificate, if any, provided, however, that such benefits exceed any deductible amount shown in the Benefit Schedule.]

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GROUP ACCIDENT ONLY INSURANCE • NONPARTICIPATING

General Information

You are insured under the group policy identified on the Benefit Schedule.

We retain the right to amend this certificate at any time without Your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Any statement made in Your application, in the absence of fraud, will be considered representations and not warranties. Also, any statement You made will not be used to void this certificate unless the statement is contained in Your application.

This certificate is issued in consideration of Your application and the payment of the required premiums.

This certificate replaces all prior certificates that may have been issued to You under the group policy.

Effective Date

[If You are insured under the Noncontributory Plan, Your coverage under this certificate is effective as of the Effective Date shown under the Noncontributory Plan section of the Benefit Schedule, provided the Plan Sponsor pays the required premiums for the term of the Noncontributory plan.]

[[If You are insured under the Contributory plan] Your coverage under this certificate is effective as of the Effective Date shown [under the Contributory Plan section of] [on] the Benefit Schedule, provided You pay the required premiums when due, beginning with the First Premium Due Date shown on the Benefit Schedule.]

Eligibility

You are eligible for coverage if You are over Age 18 at time of application and You are a customer of the Plan Sponsor identified on the Benefit Schedule.

Definitions

All capitalized terms in this certificate are to be given the meanings as provided in this section or as otherwise defined in this certificate.

Age

Your age on Your most recent birthday, regardless of the actual time of birth.

Benefit Schedule

The schedule attached to this certificate that outlines an Insured Person's coverage under this certificate.

Covered Activities

Those activities set out in the Covered Activities section of the Benefit Schedule, with respect to which Insured Person(s) are provided insurance coverage under this certificate.]

Dependent Child(ren)

Your unmarried child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with You for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
- (2) living in Your home; and
- (3) dependent on You for financial support as evidenced by Your federal tax return; and
- (4) between and including the ages of birth and 19 years, or under Age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution. However, the age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

Domestic Partner

An individual in a domestic partnership where the two partners live together in a committed relationship and have some type of financial interdependence.

Immediate Family Member

Your [spouse or Domestic Partner, parent, grandparent, sibling or child; and Your spouse's or Domestic Partner's parent, sibling or child].]

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident that occurs while the Insured Person's coverage under this certificate is in force;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

Insured

A person:

- (1) who is listed as Primary Insured or Joint Insured on the Benefit Schedule;
- (2) who meets the eligibility requirements as described in the Eligibility section of this certificate;
- (3) for whom premium has been paid; and
- (4) who has enrolled for coverage.

Insured Person

The Insured, and, if Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner, and Dependent Children.

Insured Spouse

If Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner.

Maximum Amount

The amount shown on the Benefit Schedule that is used to determine the maximum amounts payable under each benefit.

[Plan Administrator

The entity named on page 1 of this certificate that We have designated to administer this insurance plan on Our behalf.]

Plan Sponsor

An entity which has been accepted to participate in the Trust and makes insurance under this certificate available to its eligible customers.

You, Your

The Insured.

We, Our, Us

Minnesota Life Insurance Company.

Exclusions

No coverage will be provided under this certificate and no benefit will be paid for any Injury or loss caused directly or indirectly by, results in whole or in part from, occurs during, or there is contribution from, any of the following:

- (1) self-inflicted Injury, self destruction, or autoeroticism, whether sane or insane;
- (2) suicide or attempted suicide, whether sane or insane;
- (3) an Insured Person's participation in, or an Insured Person's attempt to commit, a crime, assault, felony,

or any illegal activity, regardless of any legal proceedings thereto;

- (4) bodily or mental infirmity, illness or disease;
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto.
- (7) infections of any kind regardless of how contracted, other than infection occurring simultaneously with, and as a direct result of, the accidental Injury;
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications;
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier;
- (10) war or any act of war, whether declared or undeclared;
- (11) riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground;
- (12) repetitive stress syndromes including but not limited to rotator cuff syndrome, bursitis, tendonitis, carpal tunnel syndrome, ulnar nerve syndrome, stress fractures, neuropathy, epicondylitis or neuritis.

[Limitations]

[Limitation on Benefit Payments. If an Insured Person sustains one or more losses from the same accident for which benefits are payable under one or more benefits provided by this certificate, the Maximum Amount payable for all benefits combined for the Insured Person will not exceed the per accident Maximum Amount specified in the Benefit Schedule.

[Limitation Due to Multiple Insurance Coverage. The insurance provided by this certificate for the [Accident Medical Expense Benefit] [, Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] shall be in excess of all other insurance and indemnity. If, at the time of occurrence of any loss payable under this certificate, there is other insurance and indemnity in place, We shall be liable only for the excess amount of the loss over the amount of such other insurance and indemnity [and after satisfaction of any Accident Medical Expense Deductible which applies under this certificate.] Covered [Accident Medical Expense Benefits] [Temporary Total Disability Accident Benefits] [, or Weekly Accident Benefits] incurred and paid by other insurance will [not] be used to satisfy any Deductible which applies under this certificate.]]

[Accidental Death Benefit]

[A benefit shall be provided only when an Insured Person's death results from an Injury. The Injury must be the sole cause of the Insured Person's death.]

The Injury resulting in the Insured Person's death must occur while coverage is in force. The Insured Person's death must occur within [90, 120, 180, 365] days after the date of the Injury. The benefit payable shall equal 100% of the Maximum Amount shown on the Benefit Schedule.]

[Accidental Dismemberment Benefit]

[If Injury to the Insured Person results in any one of the losses specified below, We will pay the percentage shown below of the Maximum Amount shown in the Benefit Schedule for that loss. The Insured Person's loss must occur within [90,120,180,365] days after the date of the Injury:

<u>For Loss Of:</u>	<u>Percentage of Maximum Amount</u>
[Speech and Hearing in Both Ears]	[100%]
[Both Hands or Both Feet or Sight of Both Eyes]	[100%]
[One Hand and One Foot]	[100%]
[One Foot and Sight of One Eye]	[100%]
[One Hand and Sight of One Eye]	[100%]
[Sight of One Eye]	[50%]
[One Hand or One Foot]	[50%]
[Speech or Hearing in Both Ears]	[50%]
[Thumb and Index Finger of Same Hand]	[25%]

If the Insured Person sustains more than one loss, only one amount, the largest to which the Insured Person is entitled, will be paid for all losses resulting from one Injury.

In no event will We pay more in total dismemberment benefits under this certificate than an amount equal to 100% of the Maximum Amount shown on the Benefit Schedule, regardless of the number of losses.

"Loss of Hands or Feet" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight, Speech, or Hearing" means the entire and irrecoverable loss of sight, speech, or hearing, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Thumb and Index Finger" means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints without subsequent reattachment.

A benefit is not payable for both Loss of Thumb and Index Finger of One Hand and the Loss of One Hand for Injury to the same hand as a result of any one accident.

A surgically reattached hand, foot, thumb or index finger will be deemed a permanent loss if, 12 months after reattachment, the limb has regained less than 50% of its normal function. The percentage of normal function must be certified by a licensed Physician.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Accident Medical Expense Benefit]

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If] an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires the Insured Person to be treated by a Physician, We will pay up to the Usual and Customary Charges paid for Medically Necessary covered accident medical services received due to that Injury, up to the Accident Medical Expense Benefit Maximum Amount shown in the Benefit Schedule for all Injuries caused by the same accident.

The Accident Medical Expense Benefit is payable for the following covered accident medical services, and only for such charges paid by the Insured Person [after the Deductible shown in the Benefit Schedule has been met and] within [26, 52,104] weeks after the date of the accident causing the Injury:

- (1) Hospital room and board (or room and board in an Intensive Care Unit;
- (2) Hospital ancillary services (including, but not limited to, use of the operating room or Emergency Room;
- (3) use of an Ambulatory Medical Center;
- (4) services of a Physician or a registered nurse (R.N.);
- (5) Ambulance service to or from a Hospital;
- (6) laboratory tests;
- (7) radiological procedures;
- (8) anesthetics and the administration of anesthetics;
- (9) blood, blood products and artificial blood products, and the transfusion thereof;
- (10) physical therapy and occupational therapy;
- (11) rental of Durable Medical Equipment;
- (12) artificial limbs, artificial eyes or other prosthetic appliances; or
- (13) medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

In addition to the exclusions set forth in the Exclusions section of this certificate, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for covered accident medical services do not include, any expense for or resulting from any of the following:

- (1) repair or replacement of existing artificial Limbs, artificial eyes or other prosthetic appliances or rental of existing durable medical equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition;
- (2) new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury [up to the dental Maximum Amount shown in the Benefit Schedule]];
- (3) new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;
- (4) new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
- (5) rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in Our sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, We may, but are not required to, choose to consider such purchase as a usual and customary covered accident medical expense in lieu of such rental expense);
- (6) personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals[:];
- (7) [a medical evacuation for which any benefits are payable under the Medical Evacuation Benefit [:]]
- (8) [any condition for which the Insured Person claims or is paid benefits (including settlements) for any work related Injury].

“Ambulatory Medical Center” means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician’s office.

[“Deductible” means the amount of charges for Medically Necessary services that must be paid [by the Insured Person] [by the combination of the Insured Person and the provider(s) of all other insurance and indemnity in place] due to Injuries resulting from an accident before Accident Medical Expense Benefits become payable due to Injuries resulting from that accident. In no event will We pay more than the Usual and Customary Charges for such Medically Necessary services. Accident Medical Expense benefits are not payable for charges applied to the Deductible.]

“Durable Medical Equipment” refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a Hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of Injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means a covered medical service that is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Usual and Customary Charge(s)” means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for example, a Hospital room and board charge, other than for a Medically Necessary stay in an Intensive Care Unit, does not exceed the Hospital’s most common charge for semi-private room and board); and
- (3) does not include charges that would not have been made if no insurance existed.]

[Adaptive Home and Vehicle Benefit]

[If an Insured Person’s home and/or private motor vehicle require modifications to accommodate a [dismemberment loss for which a benefit is payable under this certificate] [or] [Total and Permanent Accidental Disability] resulting from an Injury, We will pay a benefit equal to the lesser of:

- (1) the Maximum Amount shown on the Benefit Schedule or;
- (2) the actual cost of the alterations.

This benefit will be payable only if the one-time costs of the alterations to the Insured Person’s home and/or private motor vehicle are:

- (1) made by a person or persons with experience in such alterations; and
- (2) recommended by a recognized organization associated with the Injury, and in the case of vehicle modifications, approved by the department of motor vehicles; and
- (3) made within [2] years from the date of the accident that caused the Injury.]

[“Total and Permanent Accidental Disability” means the inability of an Insured Person, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]

[“Total and Permanent Accidental Disability” means that an Insured Person:

- (1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or]] [(g) Loss of Speech and Hearing in Both Ears; [or]] [(h) Loss of Speech or Hearing in Both Ears; [or]] [(i) Uniplegia;] and

- (2) is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]]

[Catastrophe Cash Benefit]

[If an Insured Person’s Injury results in Paralysis or Coma within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Paralysis or Coma continues for [6, 12] consecutive months, after which a Physician determines the Insured Person’s resulting Disability to be permanent and irreversible, then We will pay a percentage of the [initial lump sum] [and] [monthly] Maximum Amount(s) shown on the Benefit Schedule, where the percentage is determined by the cause of Disability as follows:

Cause of Disability	% of [Initial Lump Sum] [and] [Monthly] Maximum Amount(s)
[Coma]	[100%]
[Paralysis of Two or More Limbs (Upper and/or Lower)]	[100%]
[Paralysis of One Limb (Upper or Lower)]	[50%]

If an Insured Person suffers more than one cause of Disability as a result of the same accident, the largest percentage (from the table above) for any one cause of Disability suffered by the Insured Person, will be used to determine the benefit payable.

The benefit payable is:

[LUMP SUM:]
[the percentage of the Maximum Amount shown above.]

[OR]

[MONTHLY:]
[a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but cease on the earlie[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid]. Once the Maximum Amount is reached, no benefits are payable for any additional cause of Disability during the Insured Person’s lifetime.]

[OR]

[LUMP SUM THEN MONTHLY:]
[the percentage of the initial lump sum Maximum Amount shown above; followed by a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The monthly benefit is payable monthly as long as the Insured Person remains continuously Disabled due to

the Paralysis or Coma, but ceases on the earlier of: (1) the date the Insured Person dies; (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid. Once the Maximum Amount is reached, no benefits are payable for any cause of Disability during the Insured Person's lifetime.]]

[If the Insured Person recovers or returns to any occupation on a full or part-time basis, the Insured Person may return to Disability status if: (1) the Insured Person has not recovered or been back to work for longer than 30 days; and (2) the attending Physician certifies a return to Disability status due to the same Paralysis or Coma which caused the original Disability.] [Periods of Disability separated by less than 30 consecutive days will be considered one period of Disability unless due to separate and unrelated causes.]

We reserve the right and will determine if the Insured Person is Disabled due to the Paralysis or Coma, including, but not limited to, requiring an independent medical examination at Our expense.

"Coma" means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. An Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

"Disabled, Disability," means that an Insured Person is under the regular care of a Physician and completely unable to perform the duties of any full-time or part-time occupation.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Limb" means entire arm or entire leg including the hand and foot.

"Paralysis", means the complete and irreversible loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[COBRA Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, and the Insured Person is survived by a spouse or Domestic Partner and/or one or more Dependent Children, We will pay a benefit to allow surviving dependents to continue their group medical coverage. The benefit will be paid to the surviving spouse or Domestic Partner, if living, otherwise to or on behalf of the Dependent Children. The benefit will be paid [annually] [monthly] and is equal to the Maximum Amount shown on the Benefit Schedule.

Before a COBRA benefit payment is made, We must receive proof that the payment will be used for continuation of the Insured Person's medical coverage pursuant to COBRA.

Benefits will continue until the earlier of:

- (1) the date the total amount of annual COBRA benefits paid equals the Maximum Amount shown on the Benefit Schedule;
- (2) the date the maximum number of [annual] [monthly] benefit payments shown on the Benefit Schedule have been made; or
- (3) the date the spouse or Domestic Partner or Dependent Children cease being covered as COBRA participants under the Insured Person's group medical plan.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.]

[Coma Benefit]

[If Injury renders an Insured Person Comatose within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Coma continues for a period of [30, 60, 90] consecutive days, We will pay a benefit equal to 1% of the Maximum Amount as shown on the Benefit Schedule. No benefit is provided for the first [30, 60, 90] days of the Coma. Benefits are payable monthly as long as the Insured Person remains Comatose due to that Injury, but cease on the earliest of:

- (1) the date the Insured Person ceases to be Comatose due to that Injury;
- (2) the date the Insured Person dies; or
- (3) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals the Maximum Amount.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Comatose for less than a full month.

We reserve the right, at the end of the first [30, 60, 90] consecutive days of Coma and as often as We may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Insured Person is Comatose, including, but not limited to, requiring an independent medical examination at Our expense.

“Coma, Comatose” means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. The Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Common Accident Benefit]

[If both the Insured and the Insured’s spouse or Domestic Partner sustain Injuries from a Common Accident that result in both their deaths within [90, 120, 180, 365] days of the Common Accident that caused the Injuries, the Insured’s spouse’s or Domestic Partner’s Accidental Death Benefit will be as shown in the Benefit Schedule.

“Common Accident” means the same accident or separate accidents that occur within the same 24-hour period.]

[Common Carrier Benefit]

[If an Insured Person dies as a direct result of an Injury involving a collision, crash or sinking of a Common Carrier while riding as a fare-paying passenger within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit in the amount shown on the Benefit Schedule.

“Common Carrier” means an air, land or water vehicle (other than a personal, rental, or chartered vehicle) licensed to carry passengers for hire and available to the public. Common carrier includes aircraft, taxis, trains, buses, ferries, ships, and other common means of public transportation.]

[Dependent Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to Your beneficiary, in the amount shown on the Benefit Schedule, for each Eligible Dependent, subject to the following conditions:

- (1) an Accidental Death Benefit must be payable under the terms of this certificate; and
- (2) coverage must be in force on the date of death; and
- (3) [there must be at least one Eligible Dependent as of the date of the Insured’s or Insured Spouse’s accidental death.]

[If there are no Eligible Dependents, a benefit amount, as shown on the Benefit Schedule, will be paid.

“Eligible Dependent” means spouse, Domestic Partner, or Dependent Child.]

[Dependent Child Care Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to the person responsible for incurring Child Care Expenses for any surviving Dependent Children, subject to the conditions and limitations below.

The [monthly] [annual] benefit for each Dependent Child will be as shown on the Benefit Schedule.

The benefit will be paid [in equal monthly installments] [annually] for [1, 2, 3, 4, 5] year[s] as long as the insured Dependent Child continues to be enrolled with a Day Care Provider, but not beyond the earliest of:

- (1) the Dependent Child attains Age 13; or
- (2) [2, 3, 4, 5, 6] years have elapsed since the date of the Insured or Insured Spouse's accidental death, or
- (3) The benefits maximum amount shown on the Benefit Schedule is paid.

[One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses.]

[One fifty-second (1/52) of the annual benefit will be paid for each week of a partial month of Child Care Expenses.]

Proof of incurred Child Care Expenses shall be required before any benefit payment is made.

The maximum Dependent Child Care Benefit payable, regardless of the number of Dependent Children who qualify, is shown on the Benefit Schedule.

“Child Care Expenses” means those expenses which are for a service or supply furnished by a licensed Day Care Provider for a Dependent Child's care.

“Day Care Provider,” means:

- (1) a facility which is legally licensed or recognized by a legal authority to provide care and supervision for children in a group setting on a regular, daily and non-resident basis; or
- (2) an individual legally licensed or authorized by a legal authority who provides child care and supervision for such Dependent Children in the Insured Person's home.

As used in this certificate, “Day Care Provider” does not include a Hospital or other medical facility.]

[Disappearance [and Exposure] Benefit]

[If an Insured Person's body has not been found after one year from the date the conveyance in which the Insured Person was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of this certificate and any concerns of fraud or foul play, that the Insured Person has died as a result of a Injury. Such accidental death shall be considered a covered loss under this certificate.

[Unavoidable exposure to the elements resulting in the Insured Person's Injury or death will be considered a covered loss for the purpose of determining benefits payable under this certificate.]]

[Dislocations [and Fractures] Benefit]

[If an Insured Person sustains an Injury that results directly in one of the Dislocations specified below and that Dislocation requires Reduction under anesthesia by a licensed Physician, We will pay the percentage shown below of the Dislocations Benefit Maximum Amount shown in the Benefit Schedule.

Only one Dislocations Benefit is payable during the Insured Person's lifetime for each Dislocation listed below.

[Dislocation]	[Percentage of Maximum Amount]
[Hip]	[25%]
[Knee]	[25%]
[Wrist]	[25%]
[Elbow]	[25%]
[Ankle]	[25%]
[Shoulder blade]	[25%]
[Collarbone]	[25%]
[Jaw]	[25%]

[If an Insured Person sustains an Injury that directly results in one of the Fractures specified below, We will pay the percentage shown below of the Fractures Benefit Maximum Amount shown in the Benefit Schedule.

Only one Fractures Benefit is payable during the Insured Person's lifetime for each Fracture listed below.

[Fracture]	[Percentage of Maximum Amount]
[Hip]	[80%]
[Pelvis (excluding Coccyx and Sacrum)]	[80%]
[Skull (excluding Nose, Lower Jaw and Teeth)]	[50%]
[Thigh (excluding Kneecap)]	[40%]
[Upper Arm]	[40%]
[Ankle]	[35%]
[Lower Leg (excluding Kneecap)]	[35%]
[Heel]	[40%]
[Shoulder Blade]	[35%]
[Lower Jaw]	[30%]
[Collarbone]	[30%]
[Forearm (excluding wrist)]	[25%]
[Wrist]	[25%]
[Vertebrae (each) – Vertebral Arch (excluding Coccyx)]	[20%]
[Sternum (Breastbone)]	[15%]
[Kneecap]	[15%]
[Cheekbone]	[15%]
[Hand (excluding Fingers, Thumb, and/or Wrist)]	[10%]
[Foot (excluding Toes, Heel, and/or Ankle)]	[10%]
[Coccyx]	[25%]

The total Dislocations [and Fractures] benefits payable over the lifetime of this certificate shall not exceed 100% of the Maximum Amount as shown in the Benefit Schedule.

In addition to the exclusions set forth in the Exclusions section of this certificate, the Dislocations [and Fractures] benefits are not payable for:

- (1) an Injury resulting in a Dislocation [or Fracture] if Osteoporosis [or Pathological Fracture] was diagnosed prior to the Insured Person's effective date of coverage;
- (2) [Hairline Fractures].

If the Insured Person's claim is payable for a Dislocation [or a Fracture], and either Osteoporosis or bone disease is first diagnosed at the time of such claim or first diagnosed prior to the claim but after the effective date of the Insured Person's coverage, We will pay the benefit for that claim. However, no further Dislocations [and Fractures] benefits will be payable for the Insured.

["Coccyx" means four fused vertebrae at the bottom of the spine.]

"Dislocation", means that one or more bones are out of place, out of joint, or out of position. Dislocation does not include fingers and toes.

["Fracture" means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.]

["Hairline Fracture" means a break that appears as a narrow crack along the surface of the bone.]

"Osteoporosis" means the thinning of bone with reduction in bone mass due to depletion of calcium and bone protein.

["Pathological Fracture" means any Fracture in an area where pre-existing disease has caused weakening of the bone.]

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Reduction" means restoration to a normal position, of a Dislocated bone or joint.]

[Education Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to each eligible Dependent Child, subject to the following:

- (1) an Accidental Death Benefit must be payable under the terms of this certificate;
- (2) the Dependent Child must be attending or enrolled to attend an accredited institution of higher learning beyond the 12th grade level, as a full-time student, on the date of the Injury causing the Insured's or Insured Spouse's death or was at the 12th grade level and subsequently enrolls as a full-time day student at an accredited institution of higher learning within 365 days following the date of the Injury.

The amount of the Education Benefit for the Dependent Children will be paid in equal annual installments, and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to the surviving spouse or Domestic Partner provided an Accidental Death Benefit is payable under the terms of this certificate and that the spouse or Domestic Partner enrolls as a full-time student in an accredited educational institution or an institution of vocational training for the purpose of preparing for full-time employment within 365 days after the date of such loss.

The amount of the Education Benefit for the [Dependent Children] [and/or] [spouse or Domestic Partner] will be paid in equal annual installments and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

Proof of such costs will be required before benefits are paid.]

[If an Insured or Insured Spouse sustains a covered accidental death for which benefits are payable under this certificate, and no Education Benefit is payable under the terms described above, We will pay a benefit in the amount shown on the Benefit Schedule.]

[Emergency [Transportation] [and] [Treatment] Benefit]

[Emergency Transportation Benefit.] If an Insured Person sustains an Injury that requires Emergency Treatment within [12, 24, 48] hours of the date of the accident that caused the Injury and it is determined that it is Medically Necessary that the Insured Person be transported to a Hospital or a Satellite Emergency Center by Ambulance, We will pay [the lesser of the actual incurred costs or] [100%] of the Emergency Transportation Maximum Amount shown in the Benefit Schedule. Only one Emergency Transportation Benefit is payable for any one accident.

[The maximum number of Emergency Transportation Benefits payable per calendar year for an Insured Person, regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[Emergency Treatment Benefit.] If an Insured Person sustains an Injury that, within [24, 48, 72] hours of the date of the accident that caused the Injury, requires the Insured Person to receive Medically Necessary Emergency Treatment in a Hospital emergency room or a Satellite Emergency Center, We will pay [the lesser of the actual incurred costs or] [100%] [of the applicable] Emergency Treatment Maximum Amount shown in the Benefit Schedule. Only one Emergency Treatment Benefit[, the largest,] is payable for any one accident incurred.

[The maximum number of Emergency Treatment benefits payable per calendar year for an Insured Person regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[If an Insured Person incurs expenses for both Emergency Transportation and Emergency Treatment due to the same accident, only one amount, the highest, will be paid.] [The maximum number of combined Emergency Transportation benefits and Emergency Treatment benefits payable for an Insured Person per calendar year regardless of the number of accidents incurred in that same calendar year is shown on the Benefit Schedule.]]

["Ambulance" means any publicly or privately owned surface, water or air vehicle, including a helicopter that is specifically designed and constructed or modified and equipped to be used, maintained or operated primarily for the transportation of individuals who are sick, injured or wounded.

Ambulance does not include a surface, water or air vehicle that is owned and operated to accommodate an incapacitated or Disabled person who does not require medical monitoring, care or treatment during transport.]]

"Emergency Treatment" means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a

prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of a person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Medically Necessary" means an Emergency [Transportation] [or] [Treatment] that is: (1) essential for the diagnosis, treatment and care of the Injury; (2) meets generally accepted standards of medical practice; and (3) is ordered by a licensed Physician and performed under the licensed Physician's care, supervision or order.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Satellite Emergency Center" means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician for the practice of medicine or dentistry.]]

[Escalator Benefit]

[Refer to the Benefit Schedule for the benefits under this certificate to which the Escalator Benefit applies, the percentage of the Escalator Benefit increase applied to each benefit, and the period of time for which the Escalator percentage increases are provided. Each increase will be based on the initial benefit amount.]

[Family Leave Benefit]

[(Not applicable to an Insured Person [or] [Insured Person's spouse or Domestic Partner] Age [70, 75, 80, 85] or older on the date of the accident)]

[If an [Insured Person [or] [Insured Person's spouse or Domestic Partner]] [or an Immediate Family Member] is Disabled due to an Injury within [90, 120, 180, 365] days of the date of the accident which caused the Injury; and [

- (1) [an [Insured Person [or] [Insured Person's spouse or Domestic Partner] takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Disabled Immediate Family Member]; or]
- (2) [an Immediate Family Member takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Insured Person [or Insured Person's spouse or Domestic Partner]]]

within [90, 120, 180, 365] days of the date the accident which caused an [Insured Person] [or] [Insured Person's spouse or Domestic Partner] [or] [Immediate Family Member] to be Disabled, We will pay a monthly benefit to the Insured Person beginning [30, 60, 90, 120, 180, 365] days from the date the Caregiver ceased receiving wages due to resignation or unpaid leave of absence to provide Continuous Care to the Disabled person.

The amount of the Family Leave Benefit will be the lesser of:

- (1) The family leave monthly Maximum Amount specified in the Benefit Schedule; or
- (2) The result of multiplying 1/12th of the annual earnings of the Caregiver by the percentage of earnings reflected in the Family Leave Benefit in the Benefit Schedule] .

[The benefit is payable monthly as long as [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] remains continuously Disabled due to that Injury, but ceases on the earliest of:

- (1) the date the Disabled person ceases to be Disabled due to that Injury;
- (2) the date the Disabled person or the Caregiver dies;

- (3) the date the Caregiver ceases to spend [20, 30, 40] hours per week to provide Continuous Care to the Disabled person for any reason;
- (4) the date the Caregiver returns to Full-Time Employment; or
- (5) the date the benefit has been paid for the maximum number of months specified for the Family Leave Benefit shown in the Benefit Schedule.

Once the maximum is reached, no benefits are payable for any additional cause of Disability during an Insured Person's lifetime.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner]] [or] [an Immediate Family Member] is Disabled for less than a full month. Only one benefit is provided for any one month of Disability, regardless of the number of Injuries or accidents causing the Disability. Only one benefit is payable under this certificate for any Disability due to the same accident, regardless of the [number of people Disabled,] the number of times [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled [, or the number of people who resign or take a leave of absence to provide Continuous Care].

We reserve the right to request proof of voluntary termination or leave of absence from Full-Time Employment without pay prior to payment of benefits. We also reserve the right to request proof of Disability or continuing Disability, including, but not limited to, requiring an independent medical examination at Our expense as often as may be reasonably required.

[An Immediate Family Member who takes a leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care must be at least 18 years of Age.]

"Annual Earnings" means base annual salary for the 12 months of employment with the same employer immediately preceding resignation or leave of absence to provide Continuous Care for the Disabled person, exclusive of overtime, bonuses, tips, commissions and special compensation. Annual earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statement from employer.

"Caregiver" means the person who resigns or takes an unpaid leave of absence to provide Continuous Care.

"Continuous Care" means activities related to the physical life, health and safety of the Disabled person which must include assisting with two or more of the following: (1) bathing with sponge, bath, or shower; (2) dressing; (3) toilet use; (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

“Disabled, Disability” means that, as the result of an Injury, [an Insured Person] [or] [an Insured Person’s spouse or Domestic Partner] [or] [an Insured Person’s Immediate Family Member]:

- (1) [is completely unable to perform the duties of any full-time or part-time occupation] [or, in the case of a child under Age [15], is unable to attend school on a full-time or part-time basis;];
- (2) requires the Continuous Care of the Caregiver; and
- (3) requires the supervision of a Physician unless [an Insured Person] [or] [an Insured Person’s spouse or Domestic Partner] [or] [an Immediate Family Member] has reached his or her maximum point of recovery.

“Full-Time Employment” means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Disability.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Felonious Assault Benefit]

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is:

- (1) not a moving violation as defined under the applicable state motor vehicle laws; and
- (2) not an act of an Immediate Family Member[, another Insured Person] or an individual who resides with an Insured Person.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

“Felonious Assault” means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

[Funeral Expense Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit amount, as shown in the Benefit Schedule, to help with customary funeral

expenses such as services and materials provided by an undertaker, or a tombstone or plaque

The benefit will be paid to the person who provides proof they paid, or will pay, the funeral expenses.]

[Grief Counseling Benefit]

[If an Insured or an Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury and is survived by their spouse or Domestic Partner and/or Dependent Children, We will pay a benefit for counseling services received by the Insured Person’s spouse or Domestic Partner, and/or Dependent Children within 1 year of an Insured’s or Insured Spouse’s accidental death.

Upon Our receipt of proof of payment for such counseling sessions, We will pay the amount shown on the Benefit Schedule per counseling session, limited to the maximum number of sessions shown on the Benefit Schedule for spouse or Domestic Partner and all Dependent Children combined.

The benefit will be paid to the person who provides proof they paid for the counseling services.]

[Homecare Benefit]

[(Not applicable to an Insured or Insured Spouse Age [70, 75, 80, 85] or older on the date of the accident).]

[If, as the result of an Injury, an Insured or Insured Spouse [becomes Totally and Permanently Accidentally Disabled] within [90, 120, 180, 365] days of the accident that caused the Injury [and] requires Continuous Care, We will pay the Insured or Insured Spouse a monthly Homecare benefit [beginning 30, 60, 90, 120, 180, 365, 730] days from the date of the disabling Injury], as shown below:

[A] [Continuous Care provided by Qualifying Family Member:

If Continuous Care is provided by a Qualifying Family Member, We will pay a benefit equal to [25% - 60%] of the Qualifying Family Member’s Monthly Earnings up to [the Maximum Monthly Benefit Amount shown on the Benefit Schedule] [a maximum of [25% - 75%] of the monthly Total and Permanent Accidental Disability benefit an Insured or Insured Spouse is receiving.]

[B][Continuous Care provided by Homecare Provider:

If Continuous Care is provided by a Homecare Provider, We will pay a benefit equal to [the Maximum Monthly Benefit shown on the Benefit Schedule][50%] of the monthly Total and Permanent Accidental Disability Benefit an Insured or Insured Spouse is receiving.]

Homecare benefits for Continuous Care provided by either a Qualifying Family Member or a Homecare Provider will be payable [for the first [6, 12, 24] months an Insured or Insured Spouse receives [monthly Total and Permanent Accidental Disability benefits] [Continuous Care] but will end on][until] the earliest of:

- (1) [the date an Insured or Insured Spouse ceases to be Totally and Permanently Accidentally Disabled;]
- (2) the date an Insured or Insured Spouse dies; or
- (3) the date the [Qualifying Family Member ceases to spend at least [20, 30, 40] hours per week][, or a] [Homecare Provider ceases to spend [10, 15, 20] hours per week,] to provide Continuous Care to an Insured or Insured Spouse for any reason.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when an Insured or Insured Spouse is under Continuous Care for less than a full month.

[Only one Homecare benefit, the largest, is payable for any one month an Insured or Insured Spouse receives Continuous Care, regardless of the number of [Qualifying Family Members] [or] [Homecare Providers] providing Continuous Care.]

“Continuous Care” means [at least [20, 30, 40] hours a week of care by a Qualifying Family Member] [or] [at least [10, 15, 20] hours a week by a Homecare Provider] at home for activities related to the physical life, health and safety of an Insured or an Insured Spouse which must include assisting with [two or more of the following:] (1) bathing with sponge, bath or shower; (2) dressing; (3) toilet use (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

“Full-Time Employment” means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Total and Permanent Accidental Disability.

[“Homecare Provider” means a licensed home health care professional or registered nurse, and not a Physician.]

[“Monthly Earnings” means 1/12th of the base annual salary for the 12 months of employment immediately preceding resignation or a leave of absence to provide Continuous Care for an Insured or an Insured Spouse exclusive of overtime, bonuses, tips, commissions and special compensation. Monthly Earnings must be verified

by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statements from the employer.]

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

[“Qualifying Family Member” means an Insured's or Insured Spouse's parent, sibling or child who is at least 18 years of Age, and who took an unpaid leave of absence or resigned from his or her Full-Time Employment to provide Continuous Care for an Insured or Insured Spouse.]]

[“Total and Permanent Accidental Disability” means an Insured's or an Insured Spouse's inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or an Insured Spouse from performing such occupation for life.]

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means that an Insured or an Insured Spouse:

- (1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and
- (2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

[“Loss of a Hand or Foot” means complete severance at or above the wrists or ankle joints without subsequent reattachment.]

[“Loss of Sight in Both Eyes” means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

[“Loss of Hearing in Both Ears” means the entire and irrecoverable loss of the ability to hear in both ears.]

[“Loss of Speech” means total and irreversible loss of the ability to speak.]

“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.

“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.

["Uniplegia" means the complete and irreversible Paralysis of one Limb.]]

[In-Hospital Accident Daily Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Medically Necessary confinement due to that Injury[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. It is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required.

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement,” as used in this benefit, means a period of consecutive days of confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician,” as used in this benefit, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[In-Hospital Accident Single Payment Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires the Insured Person to be confined in a Hospital as an Inpatient, We will pay a benefit [after 30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Day(s) of Confinement due to that Injury. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown in the Benefit Schedule. The benefit is payable in one lump sum. [The benefit is payable only once during an Insured Person's lifetime.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor

does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless You are confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician”, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Intensive Care Unit Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in confinement in an Intensive Care Unit] [If benefits are payable for an Insured Person under the In-Hospital Accident [Daily] [or] [Single Payment] Benefit, and the Insured Person becomes confined in an Intensive Care Unit], We will pay a benefit in the amount shown on the Benefit Schedule for each Day of Confinement in and charged for an Intensive Care Unit. For each Period of Confinement, the Intensive Care Unit benefit is payable for up to the maximum number of days shown on the Benefit Schedule.

Only one daily benefit is provided for any one day of Intensive Care Unit confinement, regardless of the number of Injuries for which confinement is required.

Once the maximum benefit amount shown on the Benefit Schedule is reached no additional Intensive Care Unit benefits will be payable during the Insured Person’s lifetime.

“Day(s) of Confinement” means a day of ICU confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;

- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” as used in this benefit means a person:

- (1) who is confined to an ICU as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the ICU unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Intensive Care Unit (ICU)” means a specifically designated facility in the Hospital that provides the highest level of medical care and that is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. The ICU must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured, and the patients must be under constant and continual observation by the nursing staffs assigned exclusively to the ICU on a full-time basis. These units must be listed as Intensive Care Units in the current edition of the American Hospital Association Guide or be eligible to be listed therein. This guide lists three types of facilities that meet this definition: (1) Intensive Care Units; (2) Cardiac Intensive Care Units, and (3) Infant (Neonatal) Intensive Care Units.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same period of confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.]

[Medical Evacuation Benefit]

[If, as a result of an Injury, an Insured Person requires air transport to a Hospital or Satellite Emergency Center while the Insured Person is outside [a 100 mile radius from his or her current place of primary residence] [the United States], We will pay a benefit equal to the lesser of

the incurred costs for such air transport or the amount shown in the Benefit Schedule.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Satellite Emergency Center” means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician or Dentist for the practice of medicine or dentistry.]

[Paralysis Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury, results in any one of the types of Paralysis specified below, We will pay the percentage of the Maximum Amount shown in the Benefit Schedule where the percentage is determined by the type of Paralysis as follows:

Type of Paralysis	Percentage of Maximum Amount
[Quadruplegia]	[100%]
[Paraplegia]	[50,75,100]%
[Hemiplegia]	[50,75,100]%
[Uniplegia]	[25%]

[“Quadruplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.]

[“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.]

[“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.]

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]

[“Limb” means the entire arm or entire leg, including the hand and foot.]

The Paralysis must continue for [6, 12, 24] months before the benefit will be paid.

If an Insured Person sustains more than one type of Paralysis as a result of the same accident, only one amount, the largest, will be paid. Once the Maximum Amount shown on the Benefit Schedule is paid, no benefits are payable for any additional Paralysis resulting from an Injury sustained during an Insured Person’s lifetime.]

[[Physician’s] [or] [Dentist’s] Office Visit Benefit]

[If [, after an Insured Person has been covered under this certificate for [1, 2, 3, 6, 12] consecutive months] the Insured Person visits a [Physician’s] [or] [Dentist’s] office for treatment of an Injury while coverage is in force, We will pay a benefit equal to the per visit benefit amount shown in the Benefit Schedule, subject to the [maximum [and combined maximum] number of visits] [and the] [maximum [and combined maximum] benefit amount] shown in the Benefit Schedule. [No benefit is payable if an Insured Person does not incur a [Physician’s] [or] [Dentist’s] office visit fee for which the Insured Person has no recourse to partial or full reimbursement by other insurance or settlements.] [The [lifetime maximum number of visits] [and] [lifetime maximum benefit amount] [is] [are] shown in the Benefit Schedule.]

No benefit is payable for elective, cosmetic, or related procedures.

No benefits will be paid for any visit, Injury or for any visit scheduled during the first [1, 2, 3, 6, 12] consecutive months of an Insured Person’s coverage.]

[Coverage under this benefit ends on [the earlier of:] [(1) the date the [lifetime maximum number of visits] [or] the lifetime maximum benefit amount] shown in the Benefit Schedule is met;] [or] [(2) [12-60] months] from the effective date of an Insured Person’s coverage under this benefit.]]

[“Dentist” means a legally qualified Dentist who:

- (1) is licensed by the jurisdiction in which he or she practices; and
- (2) performs services within the scope of his or her license.

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

A Dentist may not be: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

["Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]]

[Recuperation Accident Daily Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Injury[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Accident Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury up to the maximum number of days shown for the Recuperation Accident Daily Benefit in the Benefit Schedule during any one Period of Confinement. The benefit is payable in one lump sum upon the Insured Person's discharge from the Hospital. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of Periods of Confinement due to Injury. Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person's lifetime.

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

"Inpatient" means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]]

[Repatriation of Remains Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in death while at least 75 miles from the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule for the preparation and transport of the Insured Person's body.

Proof must be provided that someone has, or will, use this benefit for the preparation and transport specified and the benefit will be payable to such person.]

[Return of Premium Benefit]

The Return of Premium Benefit will be payable when We receive proof satisfactory to Us that an Insured died and no benefit is payable under this certificate as a result of the Insured's death. All payments by Us are payable at Our home office. Proof of any claim must be submitted in writing to Our home office.

The Return of Premium Benefit will be paid in a lump sum to the Insured's beneficiary. We will pay interest on the Return of Premium Benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage as required by state law.

The amount of the Return of Premium Benefit will be the sum total of [all] the monthly premiums the Insured has paid under this certificate.] [for the [3, 5] years of coverage prior to the Insured's death.]

[Seatbelt [and Air Bag] Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in [dismemberment][or] [death] while driving or riding in a Private Passenger Vehicle, We will pay a benefit equal to the amount shown in the Benefit Schedule.

In order to be eligible for this benefit, the following must apply:

- [(1) An [Accidental Dismemberment] [or] [Accidental Death] benefit must be payable under this certificate[; and]
- [(2) the Private Passenger Vehicle was equipped with Seatbelts[; and]
- [(3) a Seatbelt was in proper use by the Insured Person at the time of the accident as certified in the official accident report or by the investigating officer[; and]
- [(4) the seat in which the Insured Person was seated was equipped with a properly installed Air Bag at the time of the loss].

"Seatbelt" means a properly installed seatbelt (or child restraint if the Insured Person is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency.

"Private Passenger Vehicle" means a validly registered four-wheeled private passenger car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

["Air Bag" means a passive restraint device in a Private Passenger Vehicle which inflates upon collision to protect an individual from Injury or death.]]

[Simultaneous In-Hospital Accident Daily Benefit]

[If an Insured Person and an Insured Person's spouse or Domestic Partner each sustain an Injury from the same accident that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires both to be confined in a Hospital as Inpatients at the same time, We will pay a benefit [for each day] [after 1, 2, 3] day(s) of Medically Necessary confinement due to that Injury [, retroactive to the first Day of Confinement]. No benefit is provided for [the first [1, 2, 3] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. The benefit is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement.

Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required and regardless of the number of people confined.

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined in a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other

government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury;
- (2) in accordance with generally accepted standards of medical practice; and
- (3) ordered by a Physician.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Insured Person; (2) the Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Temporary Total Disability Accident Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [60, 64, 65, 70].

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If], as a result of an Injury, an Insured Person is rendered Temporarily Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Temporary Total Disability due to that Injury continues for [6, 12, 24] consecutive months, We will pay a monthly benefit equal to 100% of the Temporary Total Disability Accident Maximum Amount shown in the Benefit Schedule. The benefit is payable as long as the Insured Person remains continuously Temporarily Totally Disabled due to that Injury, but ceases on the earliest of:

- (1) [an Insured Person’s [55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date the Insured Person ceases to be Temporarily Totally Disabled due to that Injury; or
- (3) the date the Insured Person dies; or
- (4) the date this benefit has been paid for the maximum number of payments as shown in the Benefit Schedule; or
- (5) the date the lifetime Maximum Amount has been paid as shown in the Benefit Schedule.]

We will pay benefits calculated at the rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Temporarily Totally Disabled for less than a full month. Only one benefit is provided for any one

month of Temporary Total Disability, regardless of the number of Injuries causing the Temporary Total Disability or the number of losses incurred.

No benefits are payable if an Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

[Benefit Offsets. The Temporary Total Disability Benefit will be reduced by amounts paid to the Insured Person, due to the same Temporary Total Disability, under any of the following: [other group insurance plans;] [salary continuance, accumulated sick leave;] [wage benefits under Worker’s Compensation and similar laws;] [state statutory Disability benefit laws].]

[Recurrent Disability. Recurrent periods of Temporary Total Disability, due to the same or a related Injury, will be considered one period of Temporary Total Disability if separated by less than [90, 180] consecutive days of return to any full time work.

Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Temporarily Totally Disabled, Temporary Total Disability” means: (1) [Disability that prevents an Insured Person from performing the material and substantial duties of an Insured Person’s own occupation] [Disability that prevents an Insured Person from performing the material and substantial duties of any occupation on a full-time or part-time basis for which an Insured Person is qualified by reason of education, training or experience.]; and (2) requires that an Insured Person is under the supervision of a Physician.]

[Total and Permanent Accidental Disability Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[Upon receipt of proof satisfactory to Us that an Insured Person sustained a Total and Permanent Accidental Disability, [prior to Age [55, 60, 64, 65, 70]], as a result of an Injury within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, [a monthly] [a lump sum] benefit amount, as shown in the Benefit Schedule, will be payable.

[Monthly payments, if applicable, will continue until the earliest of:

- (1) [an Insured Person’s [55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or

- (2) the date an Insured Person recovers and is no longer Totally and Permanently Accidentally Disabled]; or
- (3) the date the maximum number of payments, shown in the Benefit Schedule, have been paid; or
- (4) the date an Insured Person fails to furnish proof of continued Disability when requested or refuses to submit to a required medical examination; or
- (5) the date of an Insured Person's death.]

If an Accidental Death Benefit is payable under this certificate, the amount of such benefit will be reduced by the amount of insurance paid under this Total and Permanent Accidental Disability Benefit.

In no event will the amount payable under this benefit exceed the lifetime Maximum Amount shown in the Benefit Schedule.

No benefits are payable if an Insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

The Total and Permanent Accidental Disability must occur while an Insured Person's coverage is in force.

["Total and Permanent Accidental Disability" means an Insured Person's inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured Person from performing such occupation for life.]

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that an Insured Person:

(1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] (f) Loss of Sight in Both Eyes; [or]] [(g) Loss of Speech and Hearing in Both Ears; or]] [(h) Loss of Speech or Hearing in Both Ears; or]] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent an Insured Person for life from performing such occupation.]

["Loss of a Hand or Foot" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight in Both Eyes" means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Hearing in Both Ears" means the entire and irrecoverable loss of the ability to hear in both ears.
 "Loss of Speech" means total and irreversible loss of the ability to speak.

"Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

"Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.

"Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.

"Uniplegia" means the complete and irreversible Paralysis of one Limb.]

[Travel Care Benefit]

[If an Insured Person is confined to a Hospital for longer than [7, 10, 14] days as the result of an accidental Injury incurred while traveling outside a 100 mile radius of the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule to:

- (1) return an Insured Person's Dependent Child(ren), under Age 18, or one companion, who were traveling with the Insured Person, back home; or
- (2) for one person to visit the Insured Person during such confinement in a Hospital.

Proof must be provided that someone has, or will, use this benefit for the travel specified.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Waiver of Premium Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section.] [if][lf], while under Age [55, 60, 64, 65, 70], and as a result of an Injury, an Insured Person becomes Totally and Permanently Accidentally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, the Insured Person's insurance will be continued in force without payment of premium during the uninterrupted continuance of the Total and Permanent Accidental Disability. The Insured Person must continue premium payments during the [6, 9, 12, 24] month waiting period. Insurance continued under this benefit will include only insurance amounts and benefits which are in force on the date of the onset of the Insured Person's Total and Permanent Accidental Disability. [However, additional Dependents may become insured under this certificate while the Insured Person is Totally and Permanently Accidentally Disabled, provided additional premium would not otherwise be required.]

The waiver of premium will cease on the earliest of:

- (1) the date an Insured Person is no longer Totally and Permanently Accidentally Disabled; or
- (2) the date the Insured Person fails to submit the required proof of continuous Disability; or
- (3) the date the Insured Person fails to submit to any physical examination; or
- (4) the date the Insured Person attains Age [55, 60, 64, 65, 70]; or
- (5) the date of the Insured Person's death; or
- (6) the date the certificate terminates.

"Dependent" means an Insured Person's spouse or Domestic Partner or Dependent Child.

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means an Insured Person's permanent and complete inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person for life from performing any occupation.]

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that an Insured Person:

- (1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person from performing such occupation for life.]

["Loss of a Hand or Foot" means complete severance at or above the wrists or ankle joints without subsequent reattachment.]

["Loss of Sight in Both Eyes" means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

["Loss of Hearing in Both Ears" means the entire and irrecoverable loss of the ability to hear in both ears.]

["Loss of Speech" means total and irreversible loss of the ability to speak.]

"Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

"Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.

"Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.

["Uniplegia" means the complete and irreversible Paralysis of one Limb.]]

[Weekly Accident Benefit]

[If, as a result of an Injury, an Insured Person is rendered Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, We will pay a benefit after [1, 3, 7, 14, 30, 60, 90, 180] day(s) of the Total Disability due to that Injury in any one Period of Disability [retroactive to the first day of Total Disability in that Period of Disability]. [No benefit is provided for the first [1, 3, 7, 14, 30, 60, 90, 180] day(s) of Total Disability in that Period of Disability.]

The amount of the benefit per week is [the lesser of: (1) the weekly Maximum Amount shown for the Weekly Accident Benefit in the Benefit Schedule; [or (2) [50, 66, 2/3, 75]% of Weekly Earnings.] The benefit is payable weekly so long as the Insured Person remains Totally Disabled due to the Injury and so long as the number of payments made in relation to this benefit over the lifetime of this certificate does not exceed the maximum number of weeks shown for the Weekly Accident Benefit in the Benefit Schedule.

We will pay benefits calculated at a rate of 1/7th of the weekly benefit for each day of total Disability for which We are liable when the Insured Person is Totally Disabled for less than a full week. Only one benefit is provided for any one day of Total Disability, regardless of the number of

Injuries causing the Total Disability. No benefits are payable if the insured Person had no earnings from an Occupation, job or work being performed at the time of the accident causing the disabling Injury.

If the Insured Person returns to perform the material and substantial duties of his or her Occupation for any employer on a full or part-time basis, the Insured Person may return to Total Disability status if: (1) the Insured Person has not been back to work for longer than [30] days; and (2) the Insured Person is again Totally Disabled due to the same Injury which caused the original Total Disability.

Periods of Total Disability separated by less than 30 consecutive days will be considered one period of Total Disability unless due to separate and unrelated causes. We reserve the right (as often as We may reasonably require) to determine, on the basis of all the facts and circumstances, that the Insured Person is Totally Disabled, including, but not limited to, requiring an independent medical examination provided at Our expense.

Coordination with Other Income Benefits. The amount of the Weekly Accident Benefit will be reduced, if necessary, so that the sum of the Weekly Accident Benefit plus all Other Income Benefits to which the Insured Person is entitled for that week does not exceed [75, 100]% of the an Insured Person's Weekly Earnings. If the sum of all Other Income Benefits equals or exceeds [75, 100]% of the Insured Person's Weekly Earnings, no Weekly Accident Benefit is payable for that week. If any Other Income Benefits are payable on a basis other than weekly, We will calculate the equivalent weekly payment and reduce each Weekly Accident Benefit accordingly.

Facility of Payment. A payment made under Other Disability Plan(s) may include an amount which should have been paid under this benefit. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this benefit. We will not have to pay that amount again.

Right of Recovery. If the amount of the payments made by Us is more than it should have paid under the Coordination with Other Income Benefits provision, We may recover the excess from one or more of: (1) the beneficiary or Insured Person ; (2) insurance companies; or (3) other organizations.]

"Occupation" means the occupation, job or work the Insured Person performed at the time of the accident causing the Injury for which benefits are claimed under this benefit.

["Other Disability Plan(s)" means: (1) any salary continuation or disability plan provided through the Insured Person's employer; (2) any group or blanket disability plan (other than this benefit) or like plan for persons in a group;

(3) any Worker's Compensation Act or similar law; or (4) the United States Social Security Act including SSDI, SSI, SS Retirement, Railroad Retirement Act, PERA or any similar plan or act.

"Other Income Benefits" means any amounts that would be provided because of the Insured Person's inability to work due to the Injury for which benefits are claimed under this benefit under Other Disability Plans, whether or not claim is made. However, if any Other Disability Plan has a provision to reduce its payments because of weekly accident benefits under this certificate, and if this certificate has covered the Insured Person longer than that Other Disability Plan has, that Other Disability Plan's benefits will not be considered Other Income Benefits.]

"Period of Disability" means a period of consecutive days of continuous Total Disability.

"Totally Disabled, Total Disability" means that an Insured Person is unable to perform the material and substantial duties of his or her Occupation for any employer on a full-time or part-time basis.

["Weekly Earnings" means the Insured Person's base Weekly Earnings in his or her Occupation at the time of the accident causing the Injury for which benefits are claimed under this benefit. Base Weekly Earnings will be averaged over the preceding four week period prior to the date of the accident causing the Injury, but not including the week of the Injury. Overtime, bonuses, tips, commissions, reimbursements and special compensation are not included.]]

Payment of Benefits

Upon receipt of satisfactory written proof of death, if a benefit is payable under this certificate, it will be payable to Your beneficiary.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of Your death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to You unless the certificate specifies otherwise. Any accrued benefits unpaid at Your death will be paid to Your estate.

Benefits payable under this certificate for any loss other than loss for which this certificate provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the certificate provides periodic payments will be paid at the end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this certificate is the responsibility of the claimant and must be submitted in writing to Our home office.

Beneficiaries

You may name one or more beneficiaries. If there is more than one beneficiary, each will receive an equal share, unless You have requested another method in writing. In the event a beneficiary is not living at time of Your death, that beneficiary's portion of the benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of simultaneous deaths of You and a beneficiary, the benefit will be paid as if You survived the beneficiary.

If there is no beneficiary who survives You, or if You do not name a beneficiary, We will pay the benefits to Your lawful spouse or Domestic Partner; otherwise to the duly appointed representative of Your estate.

You can file a written request with Us [or Our designated Plan Administrator] to change the beneficiary. Your written request will not be effective until it is recorded in Our home office records. After it has been so recorded, it will take effect as of the date You sign the request. If You die before the request has been so recorded, the request will not be effective as to those benefits We have paid before Your request was so recorded.

You may also choose to name a beneficiary that You cannot change without the beneficiary's consent. This is known as an irrevocable beneficiary.

Notice of Claim

Notice of claim must be given within 60 days after the occurrence or commencement of any loss covered under this certificate. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this certificate. No action at law or in equity will be brought to recover on this certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this certificate. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

Claim Forms

When We receive the notice of claim We will furnish the forms needed to file the proof of loss. If We do not furnish these forms within 15 days of the date We receive the notice of claim, You may submit Your own proof of loss. The proof of loss must be in writing and cover the

occurrence, character, and extent of the loss. We will also advise You if additional information beyond the claim forms is necessary to satisfy the proof of loss requirements under this certificate.

Proof of Loss

Written proof of loss must be given within one year after the occurrence of any loss covered by this certificate. If the loss is one for which the certificate requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible.

[Certain facts are needed to administer any coordination with other income benefits provisions. We have the right to decide which facts are required. Each person claiming benefits under the [Accident Medical Expense Benefit, [Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] must give Us any facts We need to review the claim, provide consent to obtain additional information as needed and cooperate with Us in Our processing of the claim.]

Premiums

[Premium Due Date

Premiums are due under this certificate on an annual, semi-annual, quarterly or monthly basis based on the payment method selected by You and accepted by the Plan Sponsor. Each premium payment will pay for the insurance then in effect under this certificate.

[Your first premium is due on the first day of the month after your coverage has been effective for [30, 60, 90] days. The first premium due date is shown on the Benefit Schedule.]

Premium Payment Method

The Plan Sponsor will make the initial determination whether the Plan Sponsor will collect the premium and remit it to [Us] [the Plan Administrator] or whether You will make premium payments directly to [Us] [the Plan Administrator]. Such premiums are to be paid in United States dollars.

Grace Period

This certificate has a 31-day grace period. If a premium is not paid on or before the date it is due, it may be paid during the following 31-day period following the due date. The premium payment, however, must be received in Our home office within the 31-day grace period. Your certificate will continue in force during the 31-day grace period. This grace period does not apply to the first premium payment.

Premium Rate Change

We have the right to change the premium rates on any premium due date but not more than once in each

certificate year. Premiums may be paid up to 11 months in advance.

Premium Refunds

If Your coverage terminates at a time when there is unearned premium, We will refund any unearned premium.]

[If You are insured under the Noncontributory Plan the Plan Sponsor is responsible for making all required premium payments due for the Noncontributory Plan [for the term of the Noncontributory Plan shown on the Benefit Schedule].]

Termination

Your accident only insurance will terminate on the earliest of:

- (1) the date You are no longer eligible;
- (2) the last day for which premiums have been paid following notice of the termination of the group policy;
- (3) 31 days after the due date of any premium which is not paid;
- (4) the date We receive Your written request to terminate this insurance.

Insurance terminated for nonpayment of premiums may be reinstated, while You are living, and within 31 days following the date of termination. No evidence of insurability will be required during this 31-day period. Subject to the limitations of this certificate, termination of Your coverage will have no effect on any claim which arises as a result of a loss occurring prior to the date of termination.

Additional Information

Misstatement of Age

If Your Age has been misstated, the amount of the benefit payable under this certificate will be that amount which the premiums paid would have purchased based on Your correct Age. If We determine that You were not eligible for coverage under this certificate, due to Your Age, Our liability under this certificate is limited to an amount equal to the premiums You paid.

Incontestability

After Your coverage has been in force during Your lifetime for two years from the issue date of Your coverage, We cannot contest the original issuance of Your coverage for any loss that is incurred more than two years after the issue date, except for the nonpayment of premiums.

Right to Examine

We retain the right to have the Insured Person medically examined at Our own expense. We have the right and opportunity to examine the Insured Person as often as it may reasonably be required while a claim is being considered or paid.

State Notices and Provisions

[The following applies to **Alaska** residents:

1. **Exclusion** (5) is replaced with the following:

(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless administered on the advice of a physician;

[2. Wherever referenced in this certificate, "**Usual and Customary Charge(s)**" means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the geographic area where the service is performed;
- (3) is based on an amount equal to or greater than the 80th percentile of charges for the geographic area where the service is performed; and
- (4) does not include charges that would not have been made if no insurance existed.]]

[The following applies to **Arkansas** residents:

Notice

This is to advise You that should any questions arise regarding this insurance, You may contact the following: Minnesota Life Insurance Company, Group Division, 400 Robert Street North, St. Paul, Minnesota 55101-2098. Telephone (651) 665-3500.

If We at Minnesota Life Insurance Company fail to provide You with reasonable and adequate service, You should feel free to contact: Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904. Telephone: (800) 832-5494 or (501) 371-2640.]

[The following applies to **California** residents:

California Contact Notice

It is important to Us that You are satisfied with this certificate and the service You receive from Us. If You have an unresolved complaint, the California Insurance Department suggests that You notify their Consumer Affairs Office. Contact should be made only after communications between You and Us (the agent or other representative) have failed to produce a satisfactory solution to the problem.

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, Minnesota 55101-2098
651-665-3500

Department of Insurance
Consumer Affairs Department
300 South Spring Street
Los Angeles, California 90013
213-897-8921
Toll Free (CA Only): 800-927-4357
Office Hours: 9 A.M. to 5 P.M.

This Notice provides contact information only and is not a condition of the certificate.]

[The following applies to **District of Columbia** residents:

1. The definition of **Domestic Partner** is replaced with the following:

Domestic Partner

A person:

- (1) with whom an individual maintains a committed relationship characterized by mutual caring and the sharing of a mutual residence; and
- (2) who has registered as a domestic partner by executing a declaration of domestic partnership to be filed with the state or local domestic partner registry with another person;
- (3) who is at least 18 years old and competent to contract;
- (4) who is the sole domestic partner to the other person; and
- (5) who is not married.

[The following applies to **District of Columbia** residents (continued):

2. Under the **Exclusions** section, exclusions (4), (5) and (6) are replaced with the following:

- (4) bodily or mental infirmity, illness or disease, except as state mandates;
- (5) the voluntary use of illegal drugs, the intentional taking of over-the-counter medication not in accordance with recommended dosage and warning instructions and intentional misuse of prescription drugs, except as state mandates;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto, except as state mandates;

3. Wherever used in this Certificate, "**Medically Necessary**" is replaced with the following:

"Medically Necessary" means care which, in the opinion of a treating Physician, is reasonably needed to:

- (1) prevent the onset or worsening of an illness, condition, or disability;
- (2) establish a diagnosis;
- (3) provide palliative, curative, or restorative treatment for physical and/or mental health conditions; and
- (4) assist the individual to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities that are appropriate for individuals of the same age.

The fact that a Physician may prescribe, authorize or direct a service does not of itself make it Medically Necessary or covered by the group policy.

4. The **Notice of Claim** provision is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this certificate, or as soon thereafter as is reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this certificate.

No action at law or in equity will be brought to recover on this certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this certificate. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

5. The first paragraph of the **Proof of Loss** provision is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this certificate. If the loss is one for which the certificate requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Indiana** residents:

1. The definition of **Dependent Child(ren)** is replaced with the following:

Dependent Child(ren)

Your child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with You for adoption (irrespective of whether the adoption has become final), who is:

- (5) unmarried; and
- (6) living in Your home; and
- (7) dependent on You for financial support as evidenced by Your federal tax return; and
- (8) between and including the ages of birth and 19 years, or under age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution, or under age 25 if a mental or nervous condition, problem, or disorder develops which prevents the child from attending school as a full-time student, provided proof of such incapacity and dependency is furnished to us within 31 days of the child's attainment of age 25 and subsequently as may be required by us, but not more frequently than annually after the two-year period following the child's attainment of age 25.

2. The definition of **Injury** is replaced with the following:

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

[3. The **Felonious Assault Benefit** is replaced with the following:

Felonious Assault Benefit

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is not a moving violation as defined under the applicable state motor vehicle laws.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

"Felonious Assault" means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily Injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

4. The **Payment of Benefits** section is replaced with the following:

Payment of Benefits

Upon receipt of satisfactory written proof of death, if a benefit is payable under this certificate, it will be payable to Your beneficiary within 45 days.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of Your death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to You unless the certificate specifies otherwise. Any accrued benefits unpaid at Your death will be paid to Your estate.

[The following applies to **Indiana** residents (continued):

Benefits payable under this certificate for any loss other than loss for which this certificate provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the certificate provides periodic payments will be paid at the end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this certificate is the responsibility of the claimant and must be submitted in writing to Our home office.

5. The **Notice of Claim** section is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this certificate, or as soon as reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this certificate. No action at law or in equity will be brought to recover on this certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this certificate. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

6. The first paragraph fo the **Proof of Loss** section is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this certificate. If the loss is one for which the certificate requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Maryland** residents:

1. The “**General Information**” provision is replaced with the following:

General Information

You are insured under the group policy identified on the Benefit Schedule.

We retain the right to amend this certificate at any time without Your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Any statement made in Your signed application will be considered representations and not warranties. Also, any statement You made will not be used to void this certificate nor defend against a claim unless the statement is contained in Your signed application.

This certificate is issued in consideration of Your application and the payment of the required premiums.

This certificate replaces all prior certificates that may have been issued to You under the group policy.]

MINNESOTA LIFE

400 Robert Street North • St Paul, Minnesota 55101-2098

GROUP ACCIDENT ONLY INSURANCE • NONPARTICIPATING

SERFF Tracking Number: MNNL-126247075 State: Arkansas
 Filing Company: Minnesota Life Insurance Company State Tracking Number: 43008
 Company Tracking Number: 09-50567T
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: Group Accident and Sickness Insurance
 Project Name/Number: Group Accident and Sickness Insurance/09-50567T

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Certification.pdf	Withdrawn	08/10/2009

	Item Status:	Status Date:
Satisfied - Item: Application Comments: This application was previously approved on June 23, 2009 under SERFF Tracking No. MNNL-126174182. Attachment: 09-50572.pdf	Withdrawn	08/10/2009

	Item Status:	Status Date:
Satisfied - Item: Explanation of Variables Comments: Attachments: 09-50567T_Explanation of Variables_accident_sickness.pdf 09-50568T_Explanation of Variables_accident_sickness.pdf 09-50579T_Explanation of Variables_accident_only.pdf 09-50580T_Explanation of Variables_accident_only.pdf	Withdrawn	08/10/2009

CERTIFICATION OF READABILITY

This is to certify that the attached Group Accident and Sickness Insurance Policy
Form Number 09-50567T has achieved a Flesch Reading Ease Score of 52.5
and complies with the requirements of Ark. Stat. Ann. §66-3251 through 66-3258, cited as the
Life and Disability Insurance Policy Language Simplification Act.

Jeanine A. Berfeldt

Signature (Must be an Officer)

Name: Jeanine A. Berfeldt

Title: Assistant Secretary

Date: July 29, 2009

If an insurer chooses to score certain forms as separate from the policy with which they may be used, this information must be contained in the certificate.

If a policy is scored by a method other than the Flesch reading ease score, use of the alternate method shall be explained in detail.

FRAUD WARNING: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. **AR:** Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **DC:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny benefits if false information materially related to a claim was provided to the applicant. **KY:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact thereto, commits a fraudulent insurance act, which is a crime. **ME:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **MD:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. **PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **TN:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. *Penalties include imprisonment, fines and denial of coverage.* **VA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

The fraud statements above do not apply to residents of: **CT, FL, KS, NC, OR, SC, TX, WA and WI.**

Group Accident Insurance Policy 09-50567T

Explanation of Variables

GENERAL EXPLANATION OF VARIABLES

- Brackets around numbers or alphas in a listing and punctuation or words such as “[and]” “[or]” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Policy are shown as typical ranges. If only specific increments apply, these increments will be listed. These variables will always comply with the minimum statutory requirements of the state in which the Policy is delivered.
- Age ranges and percentage reductions may vary on a case-by-case basis.
- The inclusion and length of an incurral and/or waiting period may vary on a case-by-case basis.
- Where benefit titles are bracketed, variations may be used to accommodate benefit selections.

Note that the above variables will not be explained everywhere they appear.

FACE PAGE OF POLICY

- [Plan Administrator] may be changed to reflect a change in our plan administrator, or it may be removed entirely if a plan administrator will not be used.
- Bracketed language will be included if the Policy includes a deductible.
- If the Policy includes the Accident Medical Expense Benefit, the bracketed disclosure for “Excess Insurance” will be included.

TABLE OF CONTENTS

- The actual page numbers for the sections will be provided on the issued Policy.
- The bracketed benefit titles will be included in the Table of Contents only if the benefit is available under the issued Policy.

POLICY SCHEDULE

- This document is considered variable in its entirety. It contains sample language for “John Doe” filing purposes.
- A “Noncontributory Plan” section will be included on a case-by-case basis.
- A “Family Coverage” schedule will be included on a case-by-case basis.
- A “Joint Coverage” schedule will be included on a case-by-case basis.
- A “Contributory Plan” section may be included on a case-by-case basis.
- The Policy may or may not contain the “Covered Activities” section. If included, the actual covered activities may vary by benefit. The covered activities may also vary by maximum amount.
- The Policy may contain a Benefit Reduction Schedule. If it does, this language will be included. The actual benefits to which the Benefit Reduction Schedule would apply will vary on a case-by-case basis.
- Age ranges and percentages within the Benefit Reduction Schedule will vary on a case-by-case basis.
- The loss percentages and/or the types of losses may vary on a case-by-case basis.
- A “Per Accident Maximum Amount” will be included if the “Limitation on Benefit Payments” provision in the Limitations section of the Policy is included.
- The benefits are optional and will be included as agreed upon between the Plan Sponsor and Us.
- Language will be included or deleted based on plan design as agreed upon between the Plan Sponsor and Us.
- As new benefits are filed and approved for use with the Policy, they will be added.

GENERAL INFORMATION

- The “Effective Date” section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.

DEFINITIONS

- The definition of “Covered Activities” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Immediate Family Member” will be included when the [Family Leave Benefit], [Felonious Assault Benefit] or [[Physician’s] [or] [Dentist’s] Office Visit Benefit] is available under the Policy.
- Number (4) under the definition of “Injury” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Plan Administrator” may be removed if a plan administrator will not be used.

LIMITATIONS

- This section will be included on a case-by-case basis.
- “Limitation Due to Multiple Insurance Coverage” language will be included only if a deductible applies and if that deductible must be satisfied by out-of-pocket expenses of the insured before benefits are payable under the Policy.

ACCIDENTAL DEATH BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

ACCIDENTAL DISMEMBERMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Loss percentages, or the types of losses, may vary on a case-by-case basis.

ACCIDENT MEDICAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- If a deductible is to apply to this benefit, the appropriate bracketed language will be included.
- The medical evacuation exclusion (7) will be included on a case-by-case basis.
- The work-related injury exclusion (8) must be included if the same exclusion does not appear in the Exclusions section of the Policy.

ADAPTIVE HOME AND VEHICLE BENEFIT

- This benefit will be included on a case-by-case basis.
- The requirements for payment of this benefit may vary on a case-by-case basis. A benefit may be paid for dismemberment and/or total and permanent accidental disability.
- The length of an incurral period will vary on a case-by-case basis .

CATASTROPHE CASH BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The length of the waiting period may vary on a case-by-case basis and may be 6 or 12 consecutive months.
- The loss percentages and/or types of losses, may vary on a case-by-case basis.
- The options for payment of this benefit may be Lump Sum, Monthly or Lump Sum Then Monthly and may vary on a case-by-case basis.
- Maximum number of monthly benefits will vary on a case-by-case basis and may be 1 to 120.

COBRA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The benefit payment frequency will vary on a case-by-case and may be annually or monthly.

COMA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- The length of the waiting period will vary on a case-by-case basis.

COMMON ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

COMMON CARRIER BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

DEPENDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Condition (3) will be included when an Eligible Dependent is required for payment of the benefit.

DEPENDENT CHILD CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- This benefit will be paid on either a monthly basis, or on an annual basis for 1, 2, 3, 4, or 5 years.
- The length of an incurral period may be 2, 3, 4, 5 or 6 years.
- The language “One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses” will be included when the benefit is paid on a monthly basis.
- The language “One fifty-second (1/52) of the annual benefit will be paid for each week of a partial year of Child Care Expenses” will be included when the benefit is paid on an annual basis.

DISAPPEARANCE [AND EXPOSURE] BENEFIT

- This benefit will be included on a case-by-case basis.
- “Exposure” may be included as part of the benefit on a case-by-case basis. The second paragraph of the provision will be included in that event.

DISLOCATIONS [AND FRACTURES] BENEFIT

- This benefit will be included on a case-by-case basis.
- Loss percentages, or the actual types of losses, will vary on a case-by-case basis.

EDUCATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Either a Spouse benefit or a Dependent Child benefit, or both benefits may be offered.
- The benefit will be paid on either a lump sum basis or in equal annual installments
- The benefit period will vary on a case-by-case basis and may be 1, 2, 3, or 4 years.

EMERGENCY [TRANSPORTATION] [AND] [TREATMENT] BENEFIT

- This benefit will be included on a case-by-case basis.
- Either the Emergency Transportation Benefit provision or the Emergency Treatment Benefit provision or both benefits will be included on a case-by-case basis.
- The length of an incurral period for the Emergency Transportation Benefit will vary on a case-by-case basis and may be 12, 24 or 48 hours.
- The length of an incurral period for the Emergency Treatment Benefit will vary on a case-by-case basis and may be 24, 48 or 72 hours.
- Language will be included on a case-by-case basis and only if both Emergency Transportation and Treatment benefits are included in the issued certificate.

ESCALATOR BENEFIT

- This benefit will be included on a case-by-case basis.
- Appropriate language will be included depending on whether an increase is applicable to all benefits, or if an increase is applicable to specific benefits, or if the escalator percentage varies.
- The Benefit Schedule provide the escalator percentages, and to which benefits the escalator percentages apply.

FAMILY LEAVE BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may be limited to disability of an Insured Person, an Insured Person's Spouse and/or an Insured Person's Immediate Family Member. In which case, only the appropriate references will be reflected.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The unpaid leave of absence incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- Maximum number of months will vary on a case-by-case basis and may be 6 to 36 months.

FELONIOUS ASSAULT BENEFIT

- This benefit will be included on a case-by-case basis.
- The percentages by benefit will vary on a case-by-case basis.
- The actual benefits under which the felonious assault benefit is paid will vary on a case-by-case basis.

FUNERAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

GRIEF COUNSELING BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The maximum number of counseling sessions allowed will vary on a case-by-case basis.

HOMECARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The benefit may be limited to the Insured or Insured Spouse, or may apply to both.
- The accident incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case basis and may be 30, 60, 90, 120, 180, 365 or 730 days.
- “Continuous Care by a Qualifying Family Member” and “Continuous Care Provided by Homecare Provider” options will vary on a case-by-case basis. Either one, or both, can be selected.
- The losses/paralysis covered will vary on a case-by-case basis.
- The definitions of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.
- The requirement that the Insured Person be “Totally and Permanently Accidentally Disabled” will be included or not included on a case-by-case basis.

IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The payment frequency will vary on a case-by-case basis and will be weekly or monthly.
- The period of time allowed between confinements as an inpatient will vary on a case-by-case basis and may be 60, 90 or 120 days.

IN-HOSPITAL ACCIDENT SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case and may be 30, 60, 90, 120, 180 or 365 days, or may be retroactive to the first day of confinement.

IN-HOSPITAL SICKNESS DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6 to 36 months.
- The incurral period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The inclusion of the "Pre-Existing Condition Limitation" will vary on a case-by-case basis. Number of months prior to effective date of coverage before treatment was received will vary on a case-by-case basis as does months after coverage effective date when no benefit is payable.
- The inclusion of the "Termination" provision will vary on a case-by-case basis.

IN-HOSPITAL SICKNESS SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6 to 36 months.
- The incurral period will vary on a case-by-case and may be 30, 60, 90, 120, 150 or 180 days.
- The inclusion of the “Pre-Existing Condition Limitation” will vary on a case-by-case basis. Number of months prior to effective date of coverage before treatment was received will vary on a case-by-case basis as does months after coverage effective date when no benefit is payable.
- The inclusion of the “Termination” provision will vary on a case-by-case basis.
- This benefit may be limited for any sickness after the effective date of coverage, in which case the reference to “after the effective date of coverage under this certificate” will be included.

INTENSIVE CARE UNIT BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may or may not be tied to the In-Hospital Accident or Sickness Benefits.
- Reference to the “Daily” benefit will be included if such benefit is included in the program of benefits being offered.
- Reference to the “Single” benefit will be included if such benefit is included in the program of benefits being offered.
- The waiting period is tied to the number of days of hospital confinement.

MEDICAL EVACUATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The distance requirement will vary on a case-by-case basis and may be “100 mile radius from his or her current place of primary residence”, or “the United States”.

PARALYSIS BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Percentage of maximum amount, or the actual types of paralysis, will vary on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6, 12 or 24 months.

[PHYSICIAN'S] [OR] [DENTIST'S] OFFICE VISIT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period language will be included or deleted on a case-by-case basis. If included, it may be 1, 2, 3, 6 or 12 consecutive months.
- When benefits are paid due to routine well care, appropriate language will be included.
- When a combined maximum number of visits is elected to be included, appropriate language will be included.
- When a combined maximum benefit amount is elected to be included, appropriate language will be included.
- When a requirement that the benefit only be paid if an insured incurs a fee for an office visit is elected to be included, appropriate language will be included.
- If a lifetime maximum number of visits or a maximum benefit amount is elected to be included, appropriate language will be included.
- Termination language will either be included or deleted on a case-by-case basis. The number of years will range from 1-5. The number of months will range between 12-60. Either a reference to "months" or "years" will be used.

RECUPERATION ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The inclusion of the "Termination" section will vary on a case-by-case basis. It will either be included, or not. The age range may be 65, 70, 75 or 80.

RECUPERATION SICKNESS DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.

- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The inclusion of the “Pre-Existing Condition Limitation” will vary on a case-by-case basis. It will either be included, or it will not be included. If this limitation is included, the amount of time may be 6, 12 or 24 months.
- The inclusion of the “Termination” section will vary on a case-by-case basis. It will either be included, or not. The age range may be 65, 70, 75 or 80.

REPATRIATION OF REMAINS BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

RETURN OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The amount of the benefit paid will vary on a case-by-case basis and will either be (1) all monthly premiums paid, or (2) the monthly premiums paid for the past 3 or 5 years of coverage.

SEATBELT [AND AIR BAG] BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion of “dismemberment” or “death”, or both, as a result of an injury, will vary on a case-by-case basis.
- If the optional Air Bag benefit is available under the certificate, this language will be included.

SIMULTANEOUS IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- The payment frequency will vary on a case-by-case basis and may be weekly or monthly.
- The period of confinement may vary on a case-by-case basis and can be 90, 120, 180 or 365 days.

TEMPORARY TOTAL DISABILITY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The maximum number of payments will vary on a case-by-case basis and may be 1 - 20.
- The Benefit Offsets section will be included on a case-by-case basis.
- The Benefit Offsets provision will be included on a case-by-case basis.
- When an “own occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.
- When an “any occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.

TOTAL AND PERMANENT ACCIDENTAL DISABILITY BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limit will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The disability waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months..
- The benefit payment options will vary on a case-by-case basis and can either be paid monthly or in a lump sum.
- If benefit is paid on a monthly basis, the section regarding when those monthly payments cease will be included.
- Definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

TRAVEL CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 7, 10 or 14 days.

WAIVER OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limitation will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months.
- The definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

WEEKLY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 1, 3, 7, 14, 30, 60, 90 or 180 days. This range will be deleted if the waiting period is one day.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- “Maximum number of weeks” will vary on a case-by-case basis and may be 1 – 260 weeks.
- “Coordination with Other Income Benefits” and related language will be included on a case-by-case basis.
- “Other Disability Plans” and related language will be included on a case-by-case basis.
- The definition of “Weekly Earnings” will be included on a case-by-case basis.
- The percentage of weekly earning maximum will vary on a case-by-case basis.

BENEFICIARIES

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

NOTICE OF CLAIM

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

PROOF OF LOSS

- The last paragraph of this provision will be included only when coordination of benefits is required, with one or more of the benefits listed.

PREMIUMS

- The content of this section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.
- When offering a 30, 60 or 90 day no-cost period, the 1st sentence of the 2nd paragraph will be included.
- The Premium Payment Method may vary on a case-by-case basis. Premiums may be paid to Us or the Plan Administrator.
- When the plan is offered as Non-Contributory, only the last paragraph of the Premiums section will be included.
- When the plan is offered as Contributory, all paragraphs except the last paragraph of the Premiums Section will be included.

Group Accident Insurance Certificate 09-50568T

Explanation of Variables

GENERAL EXPLANATION OF VARIABLES

- Brackets around numbers or alphas in a listing and punctuation or words such as “[and]” “[or]” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the certificate are shown as typical ranges. If only specific increments apply, these increments will be listed. These variables will always comply with the minimum statutory requirements of the state in which the Certificate is delivered.
- Age ranges and percentage reductions may vary on a case-by-case basis.
- The inclusion and length of an incurral and/or waiting period may vary on a case-by-case basis.
- Where benefit titles are bracketed, variations may be used to accommodate benefit selections.

Note that the above variables will not be explained everywhere they appear.

FACE PAGE OF CERTIFICATE

- [Plan Administrator] may be changed to reflect a change in our plan administrator, or it may be removed entirely if a Plan Administrator will not be used.
- If the Certificate includes the Accident Medical Expense Benefit, the bracketed disclosure for “Excess Insurance” will be included.

TABLE OF CONTENTS

- The actual page numbers for the sections will be provided on the issued Certificate.
- The bracketed benefit titles will be included in the Table of Contents only if the benefit is available under the issued Certificate.

BENEFIT SCHEDULE

- This document is considered variable in its entirety. It contains sample language for “John Doe” filing purposes.
- A “Noncontributory Plan” section will be included on a case-by-case basis.
- A “Family Coverage” schedule will be included on a case-by-case basis.
- A “Joint Coverage” schedule will be included on a case-by-case basis.
- A “Contributory Plan” section may be included on a case-by-case basis.
- The Certificate may or may not contain the “Covered Activities” section. If included, the actual covered activities may vary by benefit. The covered activities may also vary by maximum amount.
- The Certificate may contain a Benefit Reduction Schedule. If it does, this language will be included. The actual benefits to which the Benefit Reduction Schedule would apply will vary on a case-by-case basis.
- Age ranges and percentages within the Benefit Reduction Schedule will vary on a case-by-case basis.
- The loss percentages and/or the types of losses may vary on a case-by-case basis.
- A “Per Accident Maximum Amount” will be included if the “Limitation on Benefit Payments” provision in the Limitations section of the Certificate is included.
- The benefits are optional and will be included as agreed upon between the Plan Sponsor and Us.
- Language will be included or deleted based on plan design as agreed upon between the Plan Sponsor and Us.
- As new benefits are filed and approved for use with the Certificate, they will be added.

GENERAL INFORMATION

- The “Effective Date” section will vary on a case-by-case basis depending on whether the plan being offered is Noncontributory or Contributory.

DEFINITIONS

- The definition of “Covered Activities” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Immediate Family Member” will be included when the [Family Leave Benefit], [Felonious Assault Benefit] or [[Physician’s] [or] [Dentist’s] Office Visit Benefit] is available under the Policy.
- Number (4) under the definition of “Injury” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Plan Administrator” may be removed if a plan administrator will not be used.

LIMITATIONS

- This section will be included on a case-by-case basis.
- “Limitation Due to Multiple Insurance Coverage” language will be included only if a deductible applies and if that deductible must be satisfied by out-of-pocket expenses of the insured before benefits are payable under the Policy.

ACCIDENTAL DEATH BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

ACCIDENTAL DISMEMBERMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Loss percentages, or the types of losses, may vary on a case-by-case basis.

ACCIDENT MEDICAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- If a deductible is to apply to this benefit, the appropriate bracketed language will be included.
- The medical evacuation exclusion (7) will be included on a case-by-case basis.
- The work-related injury exclusion (8) must be included if the same exclusion does not appear in the Exclusions section of the Certificate.

ADAPTIVE HOME AND VEHICLE BENEFIT

- This benefit will be included on a case-by-case basis.
- The requirements for payment of this benefit may vary on a case-by-case basis. A benefit may be paid for dismemberment and/or total and permanent accidental disability.
- The length of an incurral period will vary on a case-by-case basis .

CATASTROPHE CASH BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The length of the waiting period may vary on a case-by-case basis and may be 6 or 12 consecutive months.
- The loss percentages and/or types of losses, may vary on a case-by-case basis.
- The options for payment of this benefit may be Lump Sum, Monthly or Lump Sum Then Monthly and may vary on a case-by-case basis.
- Maximum number of monthly benefits will vary on a case-by-case basis and may be 1 to 120.

COBRA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The benefit payment frequency will vary on a case-by-case and may be annually or monthly.

COMA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- The length of the waiting period will vary on a case-by-case basis.

COMMON ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

COMMON CARRIER BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

DEPENDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Condition (3) will be included when an Eligible Dependent is required for payment of the benefit.

DEPENDENT CHILD CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- This benefit will be paid on either a monthly basis, or on an annual basis for 1, 2, 3, 4, or 5 years.
- The length of the incurral period may be 2, 3, 4, 5 or 6 years.
- The language “One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses” will be included when the benefit is paid on a monthly basis.
- The language “One fifty-second (1/52) of the annual benefit will be paid for each week of a partial year of Child Care Expenses” will be included when the benefit is paid on an annual basis.

DISAPPEARANCE [AND EXPOSURE] BENEFIT

- This benefit will be included on a case-by-case basis.
- “Exposure” may be included as part of the benefit on a case-by-case basis. The second paragraph of the provision will be included in that event.

DISLOCATIONS [AND FRACTURES] BENEFIT

- This benefit will be included on a case-by-case basis.
- Loss percentages, or the actual types of losses, will vary on a case-by-case basis.

EDUCATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Either a Spouse benefit or a Dependent Child benefit, or both benefits may be offered.
- The benefit will be paid on either a lump sum basis or in equal annual installments
- The benefit period will vary on a case-by-case basis and may be 1, 2, 3, or 4 years.

EMERGENCY [TRANSPORTATION] [AND] [TREATMENT] BENEFIT

- This benefit will be included on a case-by-case basis.
- Either the Emergency Transportation Benefit provision or the Emergency Treatment Benefit provision or both benefits will be included on a case-by-case basis.
- The length of an incurral period for the Emergency Transportation Benefit will vary on a case-by-case basis and may be 12, 24 or 48 hours.
- The length of an incurral period for the Emergency Treatment Benefit will vary on a case-by-case basis and may be 24, 48 or 72 hours.
- Language will be included on a case-by-case basis and only if both Emergency Transportation and Treatment benefits are included in the issued certificate.

ESCALATOR BENEFIT

- This benefit will be included on a case-by-case basis.
- Appropriate language will be included depending on whether an increase is applicable to all benefits, or if an increase is applicable to specific benefits, or if the escalator percentage varies.
- The Benefit Schedule provide the escalator percentages, and to which benefits the escalator percentages apply.

FAMILY LEAVE BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may be limited to disability of an Insured Person, an Insured Person's Spouse and/or an Insured Person's Immediate Family Member. In which case, only the appropriate references will be reflected.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The unpaid leave of absence incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- Maximum number of months will vary on a case-by-case basis and may be 6 to 36 months.

FELONIOUS ASSAULT BENEFIT

- This benefit will be included on a case-by-case basis.
- The percentages by benefit will vary on a case-by-case basis.
- The actual benefits under which the felonious assault benefit is paid will vary on a case-by-case basis.

FUNERAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

GRIEF COUNSELING BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The maximum number of counseling sessions allowed will vary on a case-by-case basis.

HOMECARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The benefit may be limited to the Insured or Insured Spouse, or may apply to both.
- The accident incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case basis and may be 30, 60, 90, 120, 180, 365 or 730 days.
- “Continuous Care by a Qualifying Family Member” and “Continuous Care Provided by Homecare Provider” options will vary on a case-by-case basis. Either one, or both, can be selected.
- The losses/paralysis covered will vary on a case-by-case basis.
- The definitions of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.
- The requirement that the Insured Person be “Totally and Permanently Accidentally Disabled” will be included or not included on a case-by-case basis.

IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The payment frequency will vary on a case-by-case basis and will be weekly or monthly.
- The period of time allowed between confinements as an inpatient will vary on a case-by-case basis and may be 60, 90 or 120 days.

IN-HOSPITAL ACCIDENT SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case and may be 30, 60, 90, 120, 180 or 365 days, or may be retroactive to the first day of confinement.

IN-HOSPITAL SICKNESS DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6 to 36 months.
- The incurral period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The inclusion of the "Pre-Existing Condition Limitation" will vary on a case-by-case basis. Number of months prior to effective date of coverage before treatment was received will vary on a case-by-case basis as does months after coverage effective date when no benefit is payable.

IN-HOSPITAL SICKNESS SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6 to 36 months.
- The incurral period will vary on a case-by-case and may be 30, 60, 90, 120, 150 or 180 days.
- The inclusion of the "Pre-Existing Condition Limitation" will vary on a case-by-case basis. Number of months prior to effective date of coverage before treatment was received will vary on a case-by-case basis as does months after coverage effective date when no benefit is payable.

- This benefit may be limited for any sickness after the effective date of coverage, in which case the reference to “after the effective date of coverage under this certificate” will be included.

INTENSIVE CARE UNIT BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may or may not be tied to the In-Hospital Accident or Sickness Benefits.
- Reference to the “Daily” benefit will be included if such benefit is included in the program of benefits being offered.
- Reference to the “Single Payment” benefit will be included if such benefit is included in the program of benefits being offered.
- The waiting period is tied to the number of days of hospital confinement.

MEDICAL EVACUATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The distance requirement will vary on a case-by-case basis and may be “100 mile radius from his or her current place of primary residence”, or “the United States”.

PARALYSIS BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Percentage of maximum amount, or the actual types of paralysis, will vary on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6, 12 or 24 months.

[PHYSICIAN’S] [OR] [DENTIST’S] OFFICE VISIT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period language will be included or deleted on a case-by-case basis. If included, it may be 1, 2, 3, 6 or 12 consecutive months.
- When benefits are paid due to routine well care, appropriate language will be included.
- When benefits are paid due to injury, appropriate language will be included.
- When benefits are paid due to sickness, appropriate language will be included.

- When a combined maximum number of visits is elected to be included, appropriate language will be included.
- When a combined maximum benefit amount is elected to be included, appropriate language will be included.
- When a requirement that the benefit only be paid if an insured incurs a fee for an office visit is elected to be included, appropriate language will be included.
- If a lifetime maximum number of visits or a maximum benefit amount is elected to be included, appropriate language will be included.
- Termination language will either be included or deleted on a case-by-case basis. The number of years will range from 1-5. The number of months will range between 12-60. Either a reference to “months” or “years” will be used.

RECUPERATION ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.

RECUPERATION SICKNESS DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The inclusion of the “Pre-Existing Condition Limitation” will vary on a case-by-case basis. It will either be included, or it will not be included. If this limitation is included, the amount of time may be 6, 12 or 24 months.
- The inclusion of the “Termination” section will vary on a case-by-case basis. It will either be included, or not. The age range may be 65, 70, 75 or 80.

REPATRIATION OF REMAINS BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

RETURN OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The amount of the benefit paid will vary on a case-by-case basis and will either be (1) all monthly premiums paid, or (2) the monthly premiums paid for the past 3 or 5 years of coverage.

SEATBELT [AND AIR BAG] BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion of “dismemberment” or “death”, or both, as a result of an injury, will vary on a case-by-case basis.
- If the optional Air Bag benefit is available under the certificate, this language will be included.

SIMULTANEOUS IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- The payment frequency will vary on a case-by-case basis and may be weekly or monthly.
- The period of confinement may vary on a case-by-case basis and can be 90, 120, 180 or 365 days.

TEMPORARY TOTAL DISABILITY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The maximum number of payments will vary on a case-by-case basis and may be 1 - 20.
- The benefit offset sources will be included on a case-by-case basis.
- The Benefit Offsets provision will be included on a case-by-case basis.
- When an “own occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.
- When an “any occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.

TOTAL AND PERMANENT ACCIDENTAL DISABILITY BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limit will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The disability waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months..
- The benefit payment options will vary on a case-by-case basis and can either be paid monthly or in a lump sum.
- If benefit is paid on a monthly basis, the section regarding when those monthly payments cease will be included.
- Definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

TRAVEL CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 7, 10 or 14 days.

WAIVER OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limitation will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months.
- The definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

WEEKLY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 1, 3, 7, 14, 30, 60, 90 or 180 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- “Maximum number of weeks” will vary on a case-by-case basis and may be 1 – 260 weeks.
- “Coordination with Other Income Benefits” and related language will be included on a case-by-case basis.
- “Other Disability Plans” and related language will be included on a case-by-case basis.
- The definition of “Weekly Earnings” will be included on a case-by-case basis.
- The percentage of weekly earning maximum will vary on a case-by-case basis.

BENEFICIARIES

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

NOTICE OF CLAIM

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

PROOF OF LOSS

- The last paragraph of this provision will be included only when coordination of benefits is required, with one or more of the benefits listed.

PREMIUMS

- The content of this section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.
- When offering a 30, 60 or 90 day no-cost period, the 1st sentence of the 2nd paragraph will be included.
- The Premium Payment Method may vary on a case-by-case basis. Premiums may be paid to Us or the Plan Administrator.
- When the plan is offered as Non-Contributory, only the last paragraph of the Premiums section will be included.
- When the plan is offered as Contributory, all paragraphs except the last paragraph of the Premiums Section will be included.

STATE NOTICES AND PROVISIONS

- The language in this section will vary if a state requires changes to the information or revises its laws or regulations.
- The state specific notices and provisions may also be incorporated directly into the body of the Certificate on a state basis for issuing purposes.

Group Accident Only Insurance Policy 09-50579T

Explanation of Variables

GENERAL EXPLANATION OF VARIABLES

- Brackets around numbers or alphas in a listing and punctuation or words such as “[and]” “[or]” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Policy are shown as typical ranges. If only specific increments apply, these increments will be listed. These variables will always comply with the minimum statutory requirements of the state in which the Policy is delivered.
- Age ranges and percentage reductions may vary on a case-by-case basis.
- The inclusion and length of an incurral and/or waiting period may vary on a case-by-case basis.
- Where benefit titles are bracketed, variations may be used to accommodate benefit selections.

Note that the above variables will not be explained everywhere they appear.

FACE PAGE OF POLICY

- [Plan Administrator] may be changed to reflect a change in our plan administrator, or it may be removed entirely if a plan administrator will not be used.
- If the Policy includes the Accident Medical Expense Benefit, the bracketed disclosure for “Excess Insurance” will be included.

TABLE OF CONTENTS

- The actual page numbers for the sections will be provided on the issued Policy.
- The bracketed benefit titles will be included in the Table of Contents only if the benefit is available under the issued Policy.

POLICY SCHEDULE

- This document is considered variable in its entirety. It contains sample language for “John Doe” filing purposes.
- A “Noncontributory Plan” section will be included on a case-by-case basis.
- A “Family Coverage” schedule will be included on a case-by-case basis.
- A “Joint Coverage” schedule will be included on a case-by-case basis.
- A “Contributory Plan” section may be included on a case-by-case basis.
- The Policy may or may not contain the “Covered Activities” section. If included, the actual covered activities may vary by benefit. The covered activities may also vary by maximum amount.
- The Policy may contain a Benefit Reduction Schedule. If it does, this language will be included. The actual benefits to which the Benefit Reduction Schedule would apply will vary on a case-by-case basis.
- Age ranges and percentages within the Benefit Reduction Schedule will vary on a case-by-case basis.
- The loss percentages and/or the types of losses may vary on a case-by-case basis.
- A “Per Accident Maximum Amount” will be included if the “Limitation on Benefit Payments” provision in the Limitations section of the Policy is included.
- The benefits are optional and will be included as agreed upon between the Plan Sponsor and Us.
- Language will be included or deleted based on plan design as agreed upon between the Plan Sponsor and Us.
- As new benefits are filed and approved for use with the Policy, they will be added.

GENERAL INFORMATION

- The “Effective Date” section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.

DEFINITIONS

- The definition of “Covered Activities” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Immediate Family Member” will be included when the [Family Leave Benefit], [Felonious Assault Benefit] or [[Physician’s] [or] [Dentist’s] Office Visit Benefit] is available under the Policy.
- Number (4) under the definition of “Injury” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Plan Administrator” may be removed if a plan administrator will not be used.

LIMITATIONS

- This section will be included on a case-by-case basis.
- “Limitation Due to Multiple Insurance Coverage” language will be included only if a deductible applies and if that deductible must be satisfied by out-of-pocket expenses of the insured before benefits are payable under the Policy.

ACCIDENTAL DEATH BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

ACCIDENTAL DISMEMBERMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Loss percentages, or the types of losses, may vary on a case-by-case basis.

ACCIDENT MEDICAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- If a deductible is to apply to this benefit, the appropriate bracketed language will be included.
- The medical evacuation exclusion (7) will be included on a case-by-case basis.
- The work-related injury exclusion (8) must be included if the same exclusion does not appear in the Exclusions section of the Policy.

ADAPTIVE HOME AND VEHICLE BENEFIT

- This benefit will be included on a case-by-case basis.
- The requirements for payment of this benefit may vary on a case-by-case basis. A benefit may be paid for dismemberment and/or total and permanent accidental disability.
- The length of an incurral period will vary on a case-by-case basis .

CATASTROPHE CASH BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The length of the waiting period may vary on a case-by-case basis and may be 6 or 12 consecutive months.
- The loss percentages and/or types of losses, may vary on a case-by-case basis.
- The options for payment of this benefit may be Lump Sum, Monthly or Lump Sum Then Monthly and may vary on a case-by-case basis.
- Maximum number of monthly benefits will vary on a case-by-case basis and may be 1 to 120.

COBRA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The benefit payment frequency will vary on a case-by-case and may be annually or monthly.

COMA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- The length of the waiting period will vary on a case-by-case basis.

COMMON ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

COMMON CARRIER BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

DEPENDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Condition (3) will be included when an Eligible Dependent is required for payment of the benefit.

DEPENDENT CHILD CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- This benefit will be paid on either a monthly basis, or on an annual basis for 1, 2, 3, 4, or 5 years.
- The length of an incurral period may be 2, 3, 4, 5 or 6 years.
- The language “One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses” will be included when the benefit is paid on a monthly basis.
- The language “One fifty-second (1/52) of the annual benefit will be paid for each week of a partial year of Child Care Expenses” will be included when the benefit is paid on an annual basis.

DISAPPEARANCE [AND EXPOSURE] BENEFIT

- This benefit will be included on a case-by-case basis.
- “Exposure” may be included as part of the benefit on a case-by-case basis. The second paragraph of the provision will be included in that event.

DISLOCATIONS [AND FRACTURES] BENEFIT

- This benefit will be included on a case-by-case basis.
- Loss percentages, or the actual types of losses, will vary on a case-by-case basis.

EDUCATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Either a Spouse benefit or a Dependent Child benefit, or both benefits may be offered.
- The benefit will be paid on either a lump sum basis or in equal annual installments
- The benefit period will vary on a case-by-case basis and may be 1, 2, 3, or 4 years.

EMERGENCY [TRANSPORTATION] [AND] [TREATMENT] BENEFIT

- This benefit will be included on a case-by-case basis.
- Either the Emergency Transportation Benefit provision or the Emergency Treatment Benefit provision or both benefits will be included on a case-by-case basis.
- The length of an incurral period for the Emergency Transportation Benefit will vary on a case-by-case basis and may be 12, 24 or 48 hours.
- The length of an incurral period for the Emergency Treatment Benefit will vary on a case-by-case basis and may be 24, 48 or 72 hours.
- Language will be included on a case-by-case basis and only if both Emergency Transportation and Treatment benefits are included in the issued certificate.

ESCALATOR BENEFIT

- This benefit will be included on a case-by-case basis.
- Appropriate language will be included depending on whether an increase is applicable to all benefits, or if an increase is applicable to specific benefits, or if the escalator percentage varies.
- The Benefit Schedule provide the escalator percentages, and to which benefits the escalator percentages apply.

FAMILY LEAVE BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may be limited to disability of an Insured Person, an Insured Person's Spouse and/or an Insured Person's Immediate Family Member. In which case, only the appropriate references will be reflected.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The unpaid leave of absence incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- Maximum number of months will vary on a case-by-case basis and may be 6 to 36 months.

FELONIOUS ASSAULT BENEFIT

- This benefit will be included on a case-by-case basis.
- The percentages by benefit will vary on a case-by-case basis.
- The actual benefits under which the felonious assault benefit is paid will vary on a case-by-case basis.

FUNERAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

GRIEF COUNSELING BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The maximum number of counseling sessions allowed will vary on a case-by-case basis.

HOMECARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The benefit may be limited to the Insured or Insured Spouse, or may apply to both.
- The accident incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case basis and may be 30, 60, 90, 120, 180, 365 or 730 days.
- “Continuous Care by a Qualifying Family Member” and “Continuous Care Provided by Homecare Provider” options will vary on a case-by-case basis. Either one, or both, can be selected.
- The losses/paralysis covered will vary on a case-by-case basis.
- The definitions of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.
- The requirement that the Insured Person be “Totally and Permanently Accidentally Disabled” will be included or not included on a case-by-case basis.

IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The payment frequency will vary on a case-by-case basis and will be weekly or monthly.
- The period of time allowed between confinements as an inpatient will vary on a case-by-case basis and may be 60, 90 or 120 days.

IN-HOSPITAL ACCIDENT SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case and may be 30, 60, 90, 120, 180 or 365 days, or may be retroactive to the first day of confinement.

INTENSIVE CARE UNIT BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may or may not be tied to the In-Hospital Accident Benefits.
- Reference to the “Daily” benefit will be included if such benefit is included in the program of benefits being offered.
- Reference to the “Single” benefit will be included if such benefit is included in the program of benefits being offered.
- The waiting period is tied to the number of days of hospital confinement.

MEDICAL EVACUATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The distance requirement will vary on a case-by-case basis and may be “100 mile radius from his or her current place of primary residence”, or “the United States”.

PARALYSIS BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Percentage of maximum amount, or the actual types of paralysis, will vary on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6, 12 or 24 months.

[PHYSICIAN'S] [OR] [DENTIST'S] OFFICE VISIT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period language will be included or deleted on a case-by-case basis. If included, it may be 1, 2, 3, 6 or 12 consecutive months.
- When a combined maximum number of visits is elected to be included, appropriate language will be included.
- When a combined maximum benefit amount is elected to be included, appropriate language will be included.
- When a requirement that the benefit only be paid if an insured incurs a fee for an office visit is elected to be included, appropriate language will be included.
- If a lifetime maximum number of visits or a maximum benefit amount is elected to be included, appropriate language will be included.
- Termination language will either be included or deleted on a case-by-case basis. The number of years will range from 1-5. The number of months will range between 12-60. Either a reference to "months" or "years" will be used.

RECUPERATION ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The inclusion of the "Termination" section will vary on a case-by-case basis. It will either be included, or not. The age range may be 65, 70, 75 or 80.

REPATRIATION OF REMAINS BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

RETURN OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The amount of the benefit paid will vary on a case-by-case basis and will either be (1) all monthly premiums paid, or (2) the monthly premiums paid for the past 3 or 5 years of coverage.

SEATBELT [AND AIR BAG] BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion of “dismemberment” or “death”, or both, as a result of an injury, will vary on a case-by-case basis.
- If the optional Air Bag benefit is available under the certificate, this language will be included.

SIMULTANEOUS IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- The payment frequency will vary on a case-by-case basis and may be weekly or monthly.
- The period of confinement may vary on a case-by-case basis and can be 90, 120, 180 or 365 days.

TEMPORARY TOTAL DISABILITY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The maximum number of payments will vary on a case-by-case basis and may be 1 - 20.
- The Benefit Offsets section will be included on a case-by-case basis.
- The Benefit Offsets provision will be included on a case-by-case basis.
- When an “own occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.
- When an “any occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.

TOTAL AND PERMANENT ACCIDENTAL DISABILITY BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limit will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The disability waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months..
- The benefit payment options will vary on a case-by-case basis and can either be paid monthly or in a lump sum.
- If benefit is paid on a monthly basis, the section regarding when those monthly payments cease will be included.
- Definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

TRAVEL CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 7, 10 or 14 days.

WAIVER OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limitation will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months.
- The definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

WEEKLY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 1, 3, 7, 14, 30, 60, 90 or 180 days. This range will be deleted if the waiting period is one day.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- “Maximum number of weeks” will vary on a case-by-case basis and may be 1 – 260 weeks.
- “Coordination with Other Income Benefits” and related language will be included on a case-by-case basis.
- “Other Disability Plans” and related language will be included on a case-by-case basis.
- The definition of “Weekly Earnings” will be included on a case-by-case basis.
- The percentage of weekly earning maximum will vary on a case-by-case basis.

BENEFICIARIES

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

NOTICE OF CLAIM

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

PROOF OF LOSS

- The last paragraph of this provision will be included only when coordination of benefits is required, with one or more of the benefits listed.

PREMIUMS

- The content of this section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.
- When offering a 30, 60 or 90 day no-cost period, the 1st sentence of the 2nd paragraph will be included.
- The Premium Payment Method may vary on a case-by-case basis. Premiums may be paid to Us or the Plan Administrator.
- When the plan is offered as Non-Contributory, only the last paragraph of the Premiums section will be included.
- When the plan is offered as Contributory, all paragraphs except the last paragraph of the Premiums Section will be included.

Group Accident Only Insurance Certificate 09-50580T

Explanation of Variables

GENERAL EXPLANATION OF VARIABLES

- Brackets around numbers or alphas in a listing and punctuation or words such as “[and]” “[or]” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the certificate are shown as typical ranges. If only specific increments apply, these increments will be listed. These variables will always comply with the minimum statutory requirements of the state in which the Certificate is delivered.
- Age ranges and percentage reductions may vary on a case-by-case basis.
- The inclusion and length of an incurral and/or waiting period may vary on a case-by-case basis.
- Where benefit titles are bracketed, variations may be used to accommodate benefit selections.

Note that the above variables will not be explained everywhere they appear.

FACE PAGE OF CERTIFICATE

- [Plan Administrator] may be changed to reflect a change in our plan administrator, or it may be removed entirely if a Plan Administrator will not be used.
- If the Certificate includes the Accident Medical Expense Benefit, the bracketed disclosure for “Excess Insurance” will be included.

TABLE OF CONTENTS

- The actual page numbers for the sections will be provided on the issued Certificate.
- The bracketed benefit titles will be included in the Table of Contents only if the benefit is available under the issued Certificate.

BENEFIT SCHEDULE

- This document is considered variable in its entirety. It contains sample language for “John Doe” filing purposes.
- A “Noncontributory Plan” section will be included on a case-by-case basis.
- A “Family Coverage” schedule will be included on a case-by-case basis.
- A “Joint Coverage” schedule will be included on a case-by-case basis.
- A “Contributory Plan” section may be included on a case-by-case basis.
- The Certificate may or may not contain the “Covered Activities” section. If included, the actual covered activities may vary by benefit. The covered activities may also vary by maximum amount.
- The Certificate may contain a Benefit Reduction Schedule. If it does, this language will be included. The actual benefits to which the Benefit Reduction Schedule would apply will vary on a case-by-case basis.
- Age ranges and percentages within the Benefit Reduction Schedule will vary on a case-by-case basis.
- The loss percentages and/or the types of losses may vary on a case-by-case basis.
- A “Per Accident Maximum Amount” will be included if the “Limitation on Benefit Payments” provision in the Limitations section of the Certificate is included.
- The benefits are optional and will be included as agreed upon between the Plan Sponsor and Us.
- Language will be included or deleted based on plan design as agreed upon between the Plan Sponsor and Us.
- As new benefits are filed and approved for use with the Certificate, they will be added.

GENERAL INFORMATION

- The “Effective Date” section will vary on a case-by-case basis depending on whether the plan being offered is Noncontributory or Contributory.

DEFINITIONS

- The definition of “Covered Activities” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Immediate Family Member” will be included when the [Family Leave Benefit], [Felonious Assault Benefit] or [[Physician’s] [or] [Dentist’s] Office Visit Benefit] is available under the Policy.
- Number (4) under the definition of “Injury” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Plan Administrator” may be removed if a plan administrator will not be used.

LIMITATIONS

- This section will be included on a case-by-case basis.
- “Limitation Due to Multiple Insurance Coverage” language will be included only if a deductible applies and if that deductible must be satisfied by out-of-pocket expenses of the insured before benefits are payable under the Policy.

ACCIDENTAL DEATH BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

ACCIDENTAL DISMEMBERMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Loss percentages, or the types of losses, may vary on a case-by-case basis.

ACCIDENT MEDICAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- If a deductible is to apply to this benefit, the appropriate bracketed language will be included.
- The medical evacuation exclusion (7) will be included on a case-by-case basis.
- The work-related injury exclusion (8) must be included if the same exclusion does not appear in the Exclusions section of the Certificate.

ADAPTIVE HOME AND VEHICLE BENEFIT

- This benefit will be included on a case-by-case basis.
- The requirements for payment of this benefit may vary on a case-by-case basis. A benefit may be paid for dismemberment and/or total and permanent accidental disability.
- The length of an incurral period will vary on a case-by-case basis .

CATASTROPHE CASH BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The length of the waiting period may vary on a case-by-case basis and may be 6 or 12 consecutive months.
- The loss percentages and/or types of losses, may vary on a case-by-case basis.
- The options for payment of this benefit may be Lump Sum, Monthly or Lump Sum Then Monthly and may vary on a case-by-case basis.
- Maximum number of monthly benefits will vary on a case-by-case basis and may be 1 to 120.

COBRA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The benefit payment frequency will vary on a case-by-case and may be annually or monthly.

COMA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- The length of the waiting period will vary on a case-by-case basis.

COMMON ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

COMMON CARRIER BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

DEPENDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Condition (3) will be included when an Eligible Dependent is required for payment of the benefit.

DEPENDENT CHILD CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- This benefit will be paid on either a monthly basis, or on an annual basis for 1, 2, 3, 4, or 5 years.
- The length of the incurral period may be 2, 3, 4, 5 or 6 years.
- The language “One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses” will be included when the benefit is paid on a monthly basis.
- The language “One fifty-second (1/52) of the annual benefit will be paid for each week of a partial year of Child Care Expenses” will be included when the benefit is paid on an annual basis.

DISAPPEARANCE [AND EXPOSURE] BENEFIT

- This benefit will be included on a case-by-case basis.
- “Exposure” may be included as part of the benefit on a case-by-case basis. The second paragraph of the provision will be included in that event.

DISLOCATIONS [AND FRACTURES] BENEFIT

- This benefit will be included on a case-by-case basis.
- Loss percentages, or the actual types of losses, will vary on a case-by-case basis.

EDUCATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Either a Spouse benefit or a Dependent Child benefit, or both benefits may be offered.
- The benefit will be paid on either a lump sum basis or in equal annual installments
- The benefit period will vary on a case-by-case basis and may be 1, 2, 3, or 4 years.

EMERGENCY [TRANSPORTATION] [AND] [TREATMENT] BENEFIT

- This benefit will be included on a case-by-case basis.
- Either the Emergency Transportation Benefit provision or the Emergency Treatment Benefit provision or both benefits will be included on a case-by-case basis.
- The length of an incurral period for the Emergency Transportation Benefit will vary on a case-by-case basis and may be 12, 24 or 48 hours.
- The length of an incurral period for the Emergency Treatment Benefit will vary on a case-by-case basis and may be 24, 48 or 72 hours.
- Language will be included on a case-by-case basis and only if both Emergency Transportation and Treatment benefits are included in the issued certificate.

ESCALATOR BENEFIT

- This benefit will be included on a case-by-case basis.
- Appropriate language will be included depending on whether an increase is applicable to all benefits, or if an increase is applicable to specific benefits, or if the escalator percentage varies.
- The Benefit Schedule provide the escalator percentages, and to which benefits the escalator percentages apply.

FAMILY LEAVE BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may be limited to disability of an Insured Person, an Insured Person's Spouse and/or an Insured Person's Immediate Family Member. In which case, only the appropriate references will be reflected.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The unpaid leave of absence incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- Maximum number of months will vary on a case-by-case basis and may be 6 to 36 months.

FELONIOUS ASSAULT BENEFIT

- This benefit will be included on a case-by-case basis.
- The percentages by benefit will vary on a case-by-case basis.
- The actual benefits under which the felonious assault benefit is paid will vary on a case-by-case basis.

FUNERAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

GRIEF COUNSELING BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The maximum number of counseling sessions allowed will vary on a case-by-case basis.

HOMECARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The benefit may be limited to the Insured or Insured Spouse, or may apply to both.
- The accident incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case basis and may be 30, 60, 90, 120, 180, 365 or 730 days.
- “Continuous Care by a Qualifying Family Member” and “Continuous Care Provided by Homecare Provider” options will vary on a case-by-case basis. Either one, or both, can be selected.
- The losses/paralysis covered will vary on a case-by-case basis.
- The definitions of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.
- The requirement that the Insured Person be “Totally and Permanently Accidentally Disabled” will be included or not included on a case-by-case basis.

IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The payment frequency will vary on a case-by-case basis and will be weekly or monthly.
- The period of time allowed between confinements as an inpatient will vary on a case-by-case basis and may be 60, 90 or 120 days.

IN-HOSPITAL ACCIDENT SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case and may be 30, 60, 90, 120, 180 or 365 days, or may be retroactive to the first day of confinement.

INTENSIVE CARE UNIT BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may or may not be tied to the In-Hospital Accident Benefits.
- Reference to the “Daily” benefit will be included if such benefit is included in the program of benefits being offered.
- Reference to the “Single Payment” benefit will be included if such benefit is included in the program of benefits being offered.
- The waiting period is tied to the number of days of hospital confinement.

MEDICAL EVACUATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The distance requirement will vary on a case-by-case basis and may be “100 mile radius from his or her current place of primary residence”, or “the United States”.

PARALYSIS BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Percentage of maximum amount, or the actual types of paralysis, will vary on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6, 12 or 24 months.

[PHYSICIAN'S] [OR] [DENTIST'S] OFFICE VISIT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period language will be included or deleted on a case-by-case basis. If included, it may be 1, 2, 3, 6 or 12 consecutive months.
- When benefits are paid due to injury, appropriate language will be included.
- When a combined maximum number of visits is elected to be included, appropriate language will be included.
- When a combined maximum benefit amount is elected to be included, appropriate language will be included.
- When a requirement that the benefit only be paid if an insured incurs a fee for an office visit is elected to be included, appropriate language will be included.
- If a lifetime maximum number of visits or a maximum benefit amount is elected to be included, appropriate language will be included.
- Termination language will either be included or deleted on a case-by-case basis. The number of years will range from 1-5. The number of months will range between 12-60. Either a reference to "months" or "years" will be used.

RECUPERATION ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The inclusion of the “Pre-Existing Condition Limitation” will vary on a case-by-case basis. It will either be included, or it will not be included. If this limitation is included, the amount of time may be 6, 12 or 24 months.

REPATRIATION OF REMAINS BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

RETURN OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The amount of the benefit paid will vary on a case-by-case basis and will either be (1) all monthly premiums paid, or (2) the monthly premiums paid for the past 3 or 5 years of coverage.

SEATBELT [AND AIR BAG] BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion of “dismemberment” or “death”, or both, as a result of an injury, will vary on a case-by-case basis.
- If the optional Air Bag benefit is available under the certificate, this language will be included.

SIMULTANEOUS IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- The payment frequency will vary on a case-by-case basis and may be weekly or monthly.
- The period of confinement may vary on a case-by-case basis and can be 90, 120, 180 or 365 days.

TEMPORARY TOTAL DISABILITY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The maximum number of payments will vary on a case-by-case basis and may be 1 - 20.
- The benefit offset sources will be included on a case-by-case basis.
- The Benefit Offsets provision will be included on a case-by-case basis.
- When an "own occupation" definition of Temporarily Totally Disabled is selected, the appropriate language will be included.
- When an "any occupation" definition of Temporarily Totally Disabled is selected, the appropriate language will be included.

TOTAL AND PERMANENT ACCIDENTAL DISABILITY BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limit will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The disability waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months..
- The benefit payment options will vary on a case-by-case basis and can either be paid monthly or in a lump sum.
- If benefit is paid on a monthly basis, the section regarding when those monthly payments cease will be included.
- Definition of "Total and Permanent Accidental Disability" will vary on a case-by-case basis.

TRAVEL CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 7, 10 or 14 days.

WAIVER OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limitation will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months.
- The definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

WEEKLY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 1, 3, 7, 14, 30, 60, 90 or 180 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- “Maximum number of weeks” will vary on a case-by-case basis and may be 1 – 260 weeks.
- “Coordination with Other Income Benefits” and related language will be included on a case-by-case basis.
- “Other Disability Plans” and related language will be included on a case-by-case basis.
- The definition of “Weekly Earnings” will be included on a case-by-case basis.
- The percentage of weekly earning maximum will vary on a case-by-case basis.

BENEFICIARIES

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

NOTICE OF CLAIM

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

PROOF OF LOSS

- The last paragraph of this provision will be included only when coordination of benefits is required, with one or more of the benefits listed.

PREMIUMS

- The content of this section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.
- When offering a 30, 60 or 90 day no-cost period, the 1st sentence of the 2nd paragraph will be included.
- The Premium Payment Method may vary on a case-by-case basis. Premiums may be paid to Us or the Plan Administrator.
- When the plan is offered as Non-Contributory, only the last paragraph of the Premiums section will be included.
- When the plan is offered as Contributory, all paragraphs except the last paragraph of the Premiums Section will be included.

STATE NOTICES AND PROVISIONS

- The language in this section will vary if a state requires changes to the information or revises its laws or regulations.
- The state specific notices and provisions may also be incorporated directly into the body of the Certificate on a state basis for issuing purposes.