

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
Filing Company: Assurity Life Insurance Company State Tracking Number:  
Company Tracking Number: GROUP AE PRO  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Group AE PRO  
Project Name/Number: Group AE+/Group AE+

## Filing at a Glance

Company: Assurity Life Insurance Company

Product Name: Group AE PRO

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only

Filing Type: Form

SERFF Tr Num: SEFL-127892462 State: Arkansas

SERFF Status: Closed-Approved State Tr Num:

Co Tr Num: GROUP AE PRO

State Status: Approved-Closed

Reviewer(s): Donna Lambert

Author: Kristi Hendrickson

Disposition Date: 04/16/2012

Date Submitted: 04/02/2012

Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: Group AE+

Project Number: Group AE+

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer

Filing Status Changed: 04/16/2012

State Status Changed: 04/16/2012

Created By: Kristi Hendrickson

Corresponding Filing Tracking Number: SEFL-127885845

Filing Description:

Form Numbers Form Title

G H1105 (AR) Accident Expense Master Policy

G H1105C (AR) Accident Expense Certificate of Insurance

G H1106 (AR) Off-the-Job Accident Expense Master Policy

G H1106C (AR) Off-the-Job Accident Expense Certificate of Insurance

R G1103 (AR) Accident-Only Disability Income Master Rider

R G1103C (AR) Accident-Only Disability Income Certificate Rider

R G1104 (AR) Off-the-Job Accident-Only Disability Income Master Rider

R G1104C (AR) Off-the-Job Accident-Only Disability Income Certificate Rider

R G1115 (AR) Wellness Benefit Master Rider

R G1115C (AR) Wellness Benefit Certificate Rider

Status of Filing in Domicile: Authorized

Date Approved in Domicile:

Domicile Status Comments: Approved

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Deemer Date:

Submitted By: Kristi Hendrickson

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
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Product Name: Group AE PRO  
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47-200-02253 Worksite Group Health Insurance Application  
47-202-02253 Accident Expense product page of Application  
47-201-02253 Primary Proposed Insured's Agreement/Agent's Statement and Agreement

The above forms and associated rates are submitted for review and approval. All forms are new and will not replace any previously approved forms.

Form G H1105 (AR)/G H1105C (AR) is an accident expense policy which will be available for issue with one or two units.

Form G H1106 (AR)/G H1106C (AR) is an off-the-job accident expense policy which will also be available for issue with one or two units.

The benefit amounts bracketed within the policy forms represent the amount that will be paid based on if one unit or two units are purchased. The first value listed is always the amount payable for one unit of coverage.

Application forms 47-200-02253, 47-202-02253, and 47-201-02253 will be used by the employee in applying for the insurance coverage. Application form 47-209-02253 (R02-12) will be used by the employer and has been submitted under filing SEFL-128194602.

Form R G1103 (AR)/R G1103C (AR) is an accident-only disability income rider that may be issued with policy form G H1105 (AR)/G H1105C (AR).

Form R G1104 (AR)/R G1104C (AR) is an off-the-job accident only disability income rider that may be issued with policy form G H1106 (AR)/G H1106C (AR).

Form R G1115 (AR)/R G1115C (AR) is a wellness rider that is available with G H1105 (AR)/G H1105C (AR) and G H1106 (AR)/G H1106C (AR).

Marketing: These forms will be marketed only to employer groups at the worksite, using payroll deduction for premiums.

We recently submitted similar forms under SEFL-1277885845. Because these forms and the benefits they provide are so similar, it is our intent to have the language the same as much as possible. Therefore, we would like to have the filings reviewed simultaneously if possible.

State Narrative:

## Company and Contact

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
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 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

**Filing Contact Information**

Kristi Hendrickson, Policy Filing Specialist policyfiling@assurity.com  
 P.O. Box 82533 402-437-3452 [Phone]  
 Lincoln, NE 68501-2533 402-437-3802 [FAX]

**Filing Company Information**

Assurity Life Insurance Company CoCode: 71439 State of Domicile: Nebraska  
 P.O. Box 82533 Group Code: Company Type: Life/Health  
 Lincoln, NE 68501-2533 Group Name: State ID Number:  
 (800) 276-7619 ext. [Phone] FEIN Number: 38-1843471

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$700.00  
 Retaliatory? No  
 Fee Explanation: 14 x's 50 and 1 x's 50 for rates  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Assurity Life Insurance Company	\$700.00	04/02/2012	57638027

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	04/16/2012	04/16/2012

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Donna Lambert	04/09/2012	04/09/2012	Kristi Hendrickson	04/13/2012	04/13/2012

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Accident Expense Master Policy	Kristi Hendrickson	04/09/2012	04/09/2012
Form	Accident Expense Certificate of Insurance	Kristi Hendrickson	04/09/2012	04/09/2012
Form	Off-the-Job Accident Expense Master Policy	Kristi Hendrickson	04/09/2012	04/09/2012
Form	Off-the-Job Accident Expense Certificate of Insurance	Kristi Hendrickson	04/09/2012	04/09/2012

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Objection #5	Note To Reviewer	Kristi Hendrickson	04/10/2012	04/10/2012

*SERFF Tracking Number:* SEFL-127892462      *State:* Arkansas  
*Filing Company:* Assurity Life Insurance Company      *State Tracking Number:*  
*Company Tracking Number:* GROUP AE PRO  
*TOI:* H02G Group Health - Accident Only      *Sub-TOI:* H02G.000 Health - Accident Only  
*Product Name:* Group AE PRO  
*Project Name/Number:* Group AE+/Group AE+

## **Disposition**

Disposition Date: 04/16/2012

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

Schedule	Schedule Item	Schedule Item Status	Public Access
<b>Supporting Document</b>	Flesch Certification	Approved	Yes
<b>Supporting Document</b>	Application	Approved	Yes
<b>Supporting Document</b>	Actuarial Memorandum	Approved	No
<b>Supporting Document</b>	AR Notice	Approved	Yes
<b>Form (revised)</b>	Accident Indemnity Master Policy	Approved	Yes
<b>Form</b>	Accident Expense Master Policy	Replaced	Yes
<b>Form</b>	Accident Expense Master Policy	Replaced	Yes
<b>Form (revised)</b>	Accident Indemnity Certificate of Insuance	Approved	Yes
<b>Form</b>	Accident Expense Certificate of Insuance	Approved	Yes
<b>Form</b>	Accident Expense Certificate of Insuance	Approved	Yes
<b>Form (revised)</b>	Off-the-Job Accident Indemnity Master Policy	Approved	Yes
<b>Form</b>	Off-the-Job Accident Expense Master Policy	Replaced	Yes
<b>Form</b>	Off-the-Job Accident Expense Master Policy	Replaced	Yes
<b>Form (revised)</b>	Off-the-Job Accident Indemnity Certificate of Insurance	Approved	Yes
<b>Form</b>	Off-the-Job Accident Expense Certificate of Insurance	Replaced	Yes
<b>Form</b>	Off-the-Job Accident Expense Certificate of Insurance	Replaced	Yes
<b>Form (revised)</b>	Accident-Only Disability Income Master Rider	Approved	Yes
<b>Form</b>	Accident-Only Disability Income Master Rider	Replaced	Yes
<b>Form (revised)</b>	Accident-Only Disability Income Certificate Rider	Approved	Yes
<b>Form</b>	Accident-Only Disability Income Certificate Rider	Replaced	Yes
<b>Form (revised)</b>	Off-the-Job Accident-Only Disability Income Master Rider	Approved	Yes
<b>Form</b>	Off-the-Job Accident-Only Disability Income Master Rider	Replaced	Yes
<b>Form (revised)</b>	Off-the-Job Accident-Only Disability	Approved	Yes

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
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 Company Tracking Number: GROUP AE PRO  
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 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

	Income Certificate Rider		
<b>Form</b>	Off-the-Job Accident-Only Disability	Replaced	Yes
	Income Certificate Rider		
<b>Form</b>	Wellness Benefit Master Rider	Approved	Yes
<b>Form</b>	Wellness Benefit Certificate Rider	Approved	Yes
<b>Form</b>	Worksite Group Health Insurance	Approved	Yes
	Application		
<b>Form (revised)</b>	Accident Indemnity product page of	Approved	Yes
	Application		
<b>Form</b>	Accident Expense product page of	Replaced	Yes
	Application		
<b>Form</b>	Primary Proposed Insured's	Approved	Yes
	Agreement/Agent's Statement and		
	Agreement		
<b>Rate</b>	Appendix 1 - Sample Premiums	Approved	Yes

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
Filing Company: Assurity Life Insurance Company State Tracking Number:  
Company Tracking Number: GROUP AE PRO  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Group AE PRO  
Project Name/Number: Group AE+/Group AE+

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 04/09/2012  
Submitted Date 04/09/2012  
Respond By Date 05/09/2012

Dear Kristi Hendrickson,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)

Comment: Please revise the statement on the cover page to more closely mirror RR 18 Sec. 8A(6).

### Objection 2

- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)
- Accident-Only Disability Income Master Rider, R G1103 (AR) (Form)
- Accident-Only Disability Income Certificate Rider, R G1103C (AR) (Form)
- Off-the-Job Accident-Only Disability Income Master Rider, R G1104 (AR) (Form)
- Off-the-Job Accident-Only Disability Income Certificate Rider, R G1104C (AR) (Form)

Comment: Please see ACA 23-79-203 regarding Trial by Jury. The Appeal provision places a condition on the insured's right to a trial by jury. Please revise this provision.

### Objection 3

- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)

Comment: The information required by Bulletin 15-2009 must be provided. It can be added to the policy/certificate or by the attachment of an amendment.

### Objection 4

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
Filing Company: Assurity Life Insurance Company State Tracking Number:  
Company Tracking Number: GROUP AE PRO  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Group AE PRO  
Project Name/Number: Group AE+/Group AE+

- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)
- Accident Expense product page of Application, 47-202-02253 (Form)

Comment: The policy does not appear to be an expense policy, but rather an indemnity policy. Please clarify this.

#### Objection 5

- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)

Comment: Please add to the Application Statement provision a statement that, in order to deny a claim, misrepresentations on the application must be fraudulent, material, or coverage would not have been issued if facts were known. See 23-79-107.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 04/13/2012  
 Submitted Date 04/13/2012

Dear Donna Lambert,

### Comments:

Thank you for your correspondence.

### Response 1

Comments: The statement has been revised to more closely mirror RR 18 Sec. 8A(6).

### Related Objection 1

Applies To:

- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)

Comment:

Please revise the statement on the cover page to more closely mirror RR 18 Sec. 8A(6).

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Accident Indemnity Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
<b>Previous Version</b>							
Accident Expense Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
Accident Expense	G H1105		Policy/Contract/Fraternal	Initial		52.200	GH1105A

<i>SERFF Tracking Number:</i>	<i>SEFL-127892462</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Assurity Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>GROUP AE PRO</i>		
<i>TOI:</i>	<i>H02G Group Health - Accident Only</i>	<i>Sub-TOI:</i>	<i>H02G.000 Health - Accident Only</i>
<i>Product Name:</i>	<i>Group AE PRO</i>		
<i>Project Name/Number:</i>	<i>Group AE+/Group AE+</i>		
<b>Master Policy</b>	<b>(AR)</b>	<b>Certificate</b>	<b>R.pdf</b>
Accident Indemnity	G H1105C	Certificate	Initial 51.900 GH1105C
Certificate of Insurance	(AR)		AR.pdf
<b>Previous Version</b>			
Accident Expense	G H1105C	Certificate	Initial 51.900 GH1105C
Certificate of Insurance	(AR)		AR.pdf
Accident Expense	G H1105C	Certificate	Initial 51.900 GH1105C
Certificate of Insurance	(AR)		AR.pdf
Off-the-Job Accident	G H1106	Policy/Contract/Fraternal	Initial 52.300 GH1106A
Indemnity Master Policy	(AR)	Certificate	R.pdf
<b>Previous Version</b>			
Off-the-Job Accident	G H1106	Policy/Contract/Fraternal	Initial 52.300 GH1106A
Expense Master Policy	(AR)	Certificate	R.pdf
Off-the-Job Accident	G H1106	Policy/Contract/Fraternal	Initial 52.300 GH1106A
Expense Master Policy	(AR)	Certificate	R.pdf
Off-the-Job Accident	G H1106C	Certificate	Initial 51.900 GH1106C
Indemnity Certificate of	(AR)		AR.pdf
Insurance			
<b>Previous Version</b>			
Off-the-Job Accident	G H1106C	Certificate	Initial 51.900 GH1106C
Expense Certificate of	(AR)		AR.pdf
Insurance			
Off-the-Job Accident	G H1106C	Certificate	Initial 51.900 GH1106C
Expense Certificate of	(AR)		AR.pdf
Insurance			

No Rate/Rule Schedule items changed.

## Response 2

Comments: The Appeal provision has been revised by adding wording that states it is only applicable under an ERISA plan. Since ERISA law preempts under ERISA plans then there should not be any conflict with ACA 23-79-203.

### Related Objection 1

Applies To:

- Accident-Only Disability Income Master Rider, R G1103 (AR) (Form)
- Accident-Only Disability Income Certificate Rider, R G1103C (AR) (Form)

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

- Off-the-Job Accident-Only Disability Income Master Rider, R G1104 (AR) (Form)
- Off-the-Job Accident-Only Disability Income Certificate Rider, R G1104C (AR) (Form)
- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)

**Comment:**

Please see ACA 23-79-203 regarding Trial by Jury. The Appeal provision places a condition on the insured's right to a trial by jury. Please revise this provision.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Accident Indemnity Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
<b>Previous Version</b>							
Accident Expense Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
Accident Expense Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
Accident Indemnity Certificate of Insurance	G H1105C (AR)		Certificate	Initial		51.900	GH1105C AR.pdf
<b>Previous Version</b>							
Accident Expense Certificate of Insurance	G H1105C (AR)		Certificate	Initial		51.900	GH1105C AR.pdf
Accident Expense Certificate of Insurance	G H1105C (AR)		Certificate	Initial		51.900	GH1105C AR.pdf
Off-the-Job Accident Indemnity Master Policy	G H1106 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.300	GH1106A R.pdf
<b>Previous Version</b>							

<i>SERFF Tracking Number:</i>	<i>SEFL-127892462</i>	<i>State:</i>	<i>Arkansas</i>		
<i>Filing Company:</i>	<i>Assurity Life Insurance Company</i>	<i>State Tracking Number:</i>			
<i>Company Tracking Number:</i>	<i>GROUP AE PRO</i>				
<i>TOI:</i>	<i>H02G Group Health - Accident Only</i>	<i>Sub-TOI:</i>	<i>H02G.000 Health - Accident Only</i>		
<i>Product Name:</i>	<i>Group AE PRO</i>				
<i>Project Name/Number:</i>	<i>Group AE+/Group AE+</i>				
<i>Off-the-Job Accident Expense Master Policy (AR)</i>	<i>G H1106</i>	<i>Policy/Contract/Fraternal Certificate</i>	<i>Initial</i>	<i>52.300</i>	<i>GH1106A R.pdf</i>
<i>Off-the-Job Accident Expense Master Policy (AR)</i>	<i>G H1106</i>	<i>Policy/Contract/Fraternal Certificate</i>	<i>Initial</i>	<i>52.300</i>	<i>GH1106A R.pdf</i>
<i>Off-the-Job Accident Indemnity Certificate of Insurance (AR)</i>	<i>G H1106C</i>	<i>Certificate</i>	<i>Initial</i>	<i>51.900</i>	<i>GH1106C AR.pdf</i>
<b>Previous Version</b>					
<i>Off-the-Job Accident Expense Certificate of Insurance (AR)</i>	<i>G H1106C</i>	<i>Certificate</i>	<i>Initial</i>	<i>51.900</i>	<i>GH1106C AR.pdf</i>
<i>Off-the-Job Accident Expense Certificate of Insurance (AR)</i>	<i>G H1106C</i>	<i>Certificate</i>	<i>Initial</i>	<i>51.900</i>	<i>GH1106C AR.pdf</i>
<i>Accident-Only Disability Income Master Rider (AR)</i>	<i>R G1103</i>	<i>Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>	<i>50.200</i>	<i>RG1103A R.pdf</i>
<b>Previous Version</b>					
<i>Accident-Only Disability Income Master Rider (AR)</i>	<i>R G1103</i>	<i>Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>	<i>50.200</i>	<i>RG1103A R.pdf</i>
<i>Accident-Only Disability Income Certificate Rider (AR)</i>	<i>R G1103C</i>	<i>Certificate Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>	<i>50.500</i>	<i>RG1103C AR.pdf</i>
<b>Previous Version</b>					
<i>Accident-Only Disability Income Certificate Rider (AR)</i>	<i>R G1103C</i>	<i>Certificate Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>	<i>50.500</i>	<i>RG1103C AR.pdf</i>
<i>Off-the-Job Accident-Only Disability Income Master Rider (AR)</i>	<i>R G1104</i>	<i>Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>	<i>50.200</i>	<i>RG1104A R.pdf</i>
<b>Previous Version</b>					
<i>Off-the-Job Accident-Only Disability Income Master Rider (AR)</i>	<i>R G1104</i>	<i>Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>	<i>50.200</i>	<i>RG1104A R.pdf</i>

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Only Disability Income (AR) Master Rider		Certificate: Amendment, Insert Page, Endorsement or Rider			R.pdf
Off-the-Job Accident- Only Disability Income (AR) Certificate Rider	R G1104C	Certificate Amendment, Insert Page, Endorsement or Rider	Initial	50.600	RG1104C AR.pdf
<b>Previous Version</b>					
Off-the-Job Accident- Only Disability Income (AR) Certificate Rider	R G1104C	Certificate Amendment, Insert Page, Endorsement or Rider	Initial	50.600	RG1104C AR.pdf

No Rate/Rule Schedule items changed.

### Response 3

Comments: The notice is included.

#### Related Objection 1

Applies To:

- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)

Comment:

The information required by Bulletin 15-2009 must be provided. It can be added to the policy/certificate or by the attachment of an amendment.

#### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: AR Notice

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### Response 4

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

Comments: The title has been changed from Expense to Indemnity

**Related Objection 1**

Applies To:

- Accident Expense product page of Application, 47-202-02253 (Form)
- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)

Comment:

The policy does not appear to be an expense policy, but rather an indemnity policy. Please clarify this.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Accident Indemnity Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
<b>Previous Version</b>							
Accident Expense Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
Accident Expense Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
Accident Indemnity Certificate of Insurance	G H1105C (AR)		Certificate	Initial		51.900	GH1105C AR.pdf
<b>Previous Version</b>							
Accident Expense Certificate of Insurance	G H1105C (AR)		Certificate	Initial		51.900	GH1105C AR.pdf
Accident Expense Certificate of Insurance	G H1105C (AR)		Certificate	Initial		51.900	GH1105C AR.pdf
Off-the-Job Accident Indemnity Master Policy	G H1106 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.300	GH1106A R.pdf

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

**Previous Version**

Off-the-Job Accident Expense Master Policy (AR)	G H1106	Policy/Contract/Fraternal Certificate	Initial	52.300	GH1106A R.pdf
Off-the-Job Accident Expense Master Policy (AR)	G H1106	Policy/Contract/Fraternal Certificate	Initial	52.300	GH1106A R.pdf
Off-the-Job Accident Indemnity Certificate of (AR) Insurance	G H1106C	Certificate	Initial	51.900	GH1106C AR.pdf

**Previous Version**

Off-the-Job Accident Expense Certificate of (AR) Insurance	G H1106C	Certificate	Initial	51.900	GH1106C AR.pdf
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Off-the-Job Accident Expense Certificate of (AR) Insurance	G H1106C	Certificate	Initial	51.900	GH1106C AR.pdf
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Accident Indemnity product page of Application	47-202-02253	Application/Enrollment Form	Initial	50.900	47-202-02253 .pdf
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**Previous Version**

Accident Expense product page of Application	47-202-02253	Application/Enrollment Form	Initial	50.900	47-202-02253.pdf
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No Rate/Rule Schedule items changed.

**Response 5**

Comments: I sent a note to reviewer on this and no response. After review of your objection and of the statute, Assurity declines to revise the provision as it is in compliance with 23-79-107.

**Related Objection 1**

Applies To:

- Accident Expense Master Policy, G H1105 (AR) (Form)
- Accident Expense Certificate of Insurance, G H1105C (AR) (Form)
- Off-the-Job Accident Expense Master Policy, G H1106 (AR) (Form)
- Off-the-Job Accident Expense Certificate of Insurance, G H1106C (AR) (Form)

Comment:

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

Please add to the Application Statement provision a statement that, in order to deny a claim, misrepresentations on the application must be fraudulent, material, or coverage would not have been issued if facts were know. See 23-79-107.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Accident Indemnity Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
<b>Previous Version</b>							
Accident Expense Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
Accident Expense Master Policy	G H1105 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.200	GH1105A R.pdf
Accident Indemnity Certificate of Insuance	G H1105C (AR)		Certificate	Initial		51.900	GH1105C AR.pdf
<b>Previous Version</b>							
Accident Expense Certificate of Insuance	G H1105C (AR)		Certificate	Initial		51.900	GH1105C AR.pdf
Accident Expense Certificate of Insuance	G H1105C (AR)		Certificate	Initial		51.900	GH1105C AR.pdf
Off-the-Job Accident Indemnity Master Policy(AR)	G H1106 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.300	GH1106A R.pdf
<b>Previous Version</b>							
Off-the-Job Accident Expense Master Policy	G H1106 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.300	GH1106A R.pdf
Off-the-Job Accident Expense Master Policy	G H1106 (AR)		Policy/Contract/Fraternal Certificate	Initial		52.300	GH1106A R.pdf
Off-the-Job Accident Indemnity Certificate of	G H1106C (AR)		Certificate	Initial		51.900	GH1106C AR.pdf

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
Filing Company: Assurity Life Insurance Company State Tracking Number:  
Company Tracking Number: GROUP AE PRO  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Group AE PRO  
Project Name/Number: Group AE+/Group AE+

Insurance

**Previous Version**

Off-the-Job Accident G H1106C Certificate Initial 51.900 GH1106C  
Expense Certificate of (AR) AR.pdf

Insurance

Off-the-Job Accident G H1106C Certificate Initial 51.900 GH1106C  
Expense Certificate of (AR) AR.pdf

Insurance

No Rate/Rule Schedule items changed.

Thank you for your time and consideration.

Sincerely,

Kristi Hendrickson

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
Filing Company: Assurity Life Insurance Company State Tracking Number:  
Company Tracking Number: GROUP AE PRO  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Group AE PRO  
Project Name/Number: Group AE+/Group AE+

**Note To Reviewer**

**Created By:**

Kristi Hendrickson on 04/10/2012 01:45 PM

**Last Edited By:**

Donna Lambert

**Submitted On:**

04/16/2012 09:23 AM

**Subject:**

Objection #5

**Comments:**

Donna,

Would you please clarify your request on the application statement provision.

1. This same provision was just approved (today) by Rosalind Minor on our Critical Illness Products. In addition to all the other products approved by your division within the last two years. 2. The objection is mentioned on this filing but not on the Individual AE Filing which has the exact same wording. 3. I reviewed 23-79-107 and it appears we are in compliance with the requirements of this regulation.

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

**Amendment Letter**

Submitted Date: 04/09/2012

**Comments:**

Similar forms for a CI product are under review with Rosalind Minor and it was brought to our attention that the Termination of Child coverage provision needed to be revised in compliance with 23-86-108 by removal of the 31 day notice.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
G H1105 (AR)	Policy/Contract/Fraternal Certificate	Accident Expense Master Policy	Initial				52.200	GH1105AR.pdf
G H1105C (AR)	Certificate	Accident Expense Certificate of Insurance	Initial				51.900	GH1105CAR.pdf
G H1106 (AR)	Policy/Contract/Fraternal Certificate	Off-the-Job Accident Expense Master Policy	Initial				52.300	GH1106AR.pdf
G H1106C (AR)	Certificate	Off-the-Job Accident Expense Certificate of Insurance	Initial				51.900	GH1106CAR.pdf

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

## Form Schedule

### Lead Form Number: G H1105 (AR)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 04/16/2012 (AR)	G H1105 (AR)	Policy/Cont ract/Fratern al Certificate	Accident Indemnity Master Policy	Initial		52.200	GH1105AR.pdf
Approved 04/16/2012 (AR)	G H1105C (AR)	Certificate	Accident Indemnity Certificate of Insuance	Initial		51.900	GH1105CAR.pdf
Approved 04/16/2012 (AR)	G H1106 (AR)	Policy/Cont ract/Fratern al Certificate	Off-the-Job Accident Indemnity Master Policy	Initial		52.300	GH1106AR.pdf
Approved 04/16/2012 (AR)	G H1106C (AR)	Certificate	Off-the-Job Accident Indemnity Certificate of Insurance	Initial		51.900	GH1106CAR.pdf
Approved 04/16/2012 (AR)	R G1103 (AR)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Accident-Only Disability Income Master Rider	Initial		50.200	RG1103AR.pdf
Approved 04/16/2012 (AR)	R G1103C (AR)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Accident-Only Disability Income Certificate Rider	Initial		50.500	RG1103CAR.pdf
Approved 04/16/2012 (AR)	R G1104 (AR)	Policy/Cont ract/Fratern	Off-the-Job Accident- Only Disability	Initial		50.200	RG1104AR.pdf

SERFF Tracking Number:	SEFL-127892462	State:	Arkansas
Filing Company:	Assurity Life Insurance Company	State Tracking Number:	
Company Tracking Number:	GROUP AE PRO		
TOI:	H02G Group Health - Accident Only	Sub-TOI:	H02G.000 Health - Accident Only
Product Name:	Group AE PRO		
Project Name/Number:	Group AE+/Group AE+ al Income Master Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		
Approved 04/16/2012 (AR)	R G1104C Certificate Off-the-Job Accident-Initial Amendmen Only Disability t, Insert Income Certificate Page, Rider Endorseme nt or Rider	50.600	RG1104CAR.pdf
Approved 04/16/2012 (AR)	R G1115 Policy/Cont Wellness Benefit Initial ract/Fratern Master Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	52.600	RG1115AR.pdf
Approved 04/16/2012 (AR)	R G1115C Certificate Wellness Benefit Initial Amendmen Certificate Rider t, Insert Page, Endorseme nt or Rider	55.200	RG1115CAR.pdf
Approved 04/16/2012	47-200-02253 Application/Worksite Group Initial Enrollment Health Insurance Form Application	50.900	47-200-02253 01-12.pdf
Approved 04/16/2012	47-202-02253 Application/Accident Indemnity Initial Enrollment product page of Form Application	50.900	47-202-02253 .pdf
Approved 04/16/2012	47-201-02253 Application/Primary Proposed Initial Enrollment Insured's Form Agreement/Agent's Statement and	50.900	47-201- 02253.pdf

*SERFF Tracking Number:* SEFL-127892462      *State:* Arkansas  
*Filing Company:* Assurity Life Insurance Company      *State Tracking Number:*  
*Company Tracking Number:* GROUP AE PRO  
*TOI:* H02G Group Health - Accident Only      *Sub-TOI:* H02G.000 Health - Accident Only  
*Product Name:* Group AE PRO  
*Project Name/Number:* Group AE+/Group AE+  
Agreement



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533  
(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Accident Indemnity  
Master Policy**

This Policy is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Policy and the Certificates based on the Policyholder's and the Employee's applications and payment of premium when due. This Policy alone is the only contract under which payment will be made. Any difference between this Policy and the Certificates will be settled according to the provisions of this Policy.

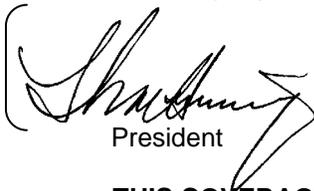
**RIGHT TO EXAMINE**

Each Certificate may be cancelled within 30 days of the Certificate's Issue Date by returning the Certificate to Our administrative office. As soon as the Certificate is received by Us, it is treated as if it was never issued. Any premium payment will be refunded when We receive the Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, each Employee may cancel their Certificate by notifying Us in writing to do so. The Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless the notice specifies a later date. Cancellation of the Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Policy on the Effective Date.

  
President

  
Secretary

**THIS COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY/CERTIFICATE  
If any Employee is eligible for Medicare, have them review the Guide to Health  
Insurance for People with Medicare, which is available from Us.**

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an accident only Policy. It does not pay benefits for  
loss from any other cause.**

Representative: [Alex Agent]  
Address: [123 Any Boulevard]  
[Anytown XX 12345-6789]

Telephone: [(123) 456-7890]

**TABLE OF CONTENTS**

Right to Examine .....	1	Exclusions .....	11
Right to Cancel.....	1	Persons Insured .....	12
Schedule .....	3	Persons Eligible on Certificate Issue Date .....	12
Definitions.....	4	Persons Who Become Eligible After the	
Premiums .....	6	Certificate Issue Date .....	12
Premium Payments .....	6	Automatic Coverage.....	12
Grace Period.....	6	Continuity of Coverage for Spouse .....	12
Reinstatement.....	6	Termination .....	12
Refund of Unearned Premium .....	6	Termination of Policy .....	12
Unpaid Premiums .....	6	Termination of Certificate .....	12
Benefits .....	6	Portability.....	13
Abdominal or Thoracic Surgery.....	6	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	14
Burn .....	7	Payment of Claim .....	14
Diagnostic Exams.....	7	Overpayment Reimbursement.....	14
Dislocation (separated joint) .....	8	Claim Review.....	14
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment .....	14
Gunshot Wound.....	9	Certificates.....	14
Hospital Admission .....	10	Change of Beneficiary .....	14
Hospital Confinement .....	10	Conformity with State and Federal Law .....	14
Hospital Intensive Care Unit Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	15
Knee Cartilage – Torn.....	10	Duty of Cooperation.....	15
Laceration .....	10	Entire Contract; Changes .....	15
Lodging .....	10	Legal Action .....	15
Physical Therapy Treatment.....	10	Misstatement of Age .....	15
Prosthetic Device/Artificial Limb .....	10	Physical Examination and Autopsy .....	15
Ruptured Disc.....	11	Time Limit on Certain Defenses .....	15
Tendon/Ligament/Rotator Cuff .....	11	Time of Coverage .....	15
Transportation.....	11	Worker’s Compensation .....	15

**SCHEDULE**

**FORM NO.      FORM NAME**

G H1105 (AR) Accident Indemnity Master Policy

[R G1103 (AR) Accident-Only Disability Income Master Rider

R G1115 (AR) Wellness Benefit Master Rider]

Policyholder:            [Group Master Name            ]

Policy Number: [Group Master Number]

Policy Effective Date: [Group Effective Date            ]

## DEFINITIONS

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by the Employee in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of this Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Certificate's Issue Date, (c) occurs while the Certificate is in force and (d) is not excluded by name or specific description in the Certificate.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on the Employee.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and Actively Employed with the Policyholder named in the Employee's application.

**Foster Child** means a minor over whom the Employee has been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility, or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis, and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit, or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward; (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement; (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means the Employee or any other person(s) insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule or rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit, and (c) provides care seven days per week, 24 hours per day.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by the Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved the Employee's reinstatement application and received any premiums due.

**Spouse** means the person to whom the Employee is lawfully married and, if also an Insured Person under the Certificate, was named on the Employee's application for the Certificate as their Spouse at the time they first applied for the Certificate, or who was added to the Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us and Our** mean Assurity Life Insurance Company.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any certificate rider premiums, if any. Premiums paid after the first premium are renewal premiums. We may change the premium rates after this Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under this Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. The Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. The Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate the Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, the Certificate will lapse (will not be in force). If the Employee wants the Certificate reinstated (to be in force again), they must apply for reinstatement in writing to Our administrative office within one year of the Certificate lapsing. Their application for reinstatement requires Our approval. If their application for reinstatement is approved, the Certificate may be reinstated with payment of any premium due. The Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline their application for reinstatement, the Certificate will be reinstated without approval 45 days after We receive their application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while the Certificate is in force.

**Refund of Unearned Premium.** If the Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of the Employee's death.

**Unpaid Premiums.** When a claim is paid under the Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	[\$375/750]	[\$150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate's Issue Date. Subsequent dislocations of the same joint after the Certificate's Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Policy of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate's Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by the Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to the Employee or, if under age 26, adopted by the Employee, placed for adoption with the Employee or placed as a Foster Child with the Employee shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with the Employee.

Except as provided above, any others who become eligible after the Certificate's Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If the Certificate includes coverage for the Employee's Spouse and the Employee dies, the Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after the Employee's death. The continued coverage will provide the Spouse the same coverage provided under the Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

**Termination of Policy.** Coverage will terminate and no benefits will be payable under this Policy, any Certificate or any attached riders when either the Policyholder or We cancel this Policy upon giving at least 61 days written notice to the other. We will not cancel this Policy prior to the end of the first year following the Policy Effective Date.

**Termination of Certificate.** Coverage will terminate and no benefits will be payable under the Certificate or any attached certificate riders on the earliest of the following:

- the date this Policy terminates;
- the date the Employee no longer meets the definition of Employee;
- when any premium due for the Certificate is not paid before the end of the Grace Period;
- the date We receive from the Employee or the Policyholder written notice to terminate the Certificate unless the notice specifies a later date;
- when the Employee establishes residence in a foreign country; or
- upon the Employee's death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when the Employee ends employment with the Policyholder or this Policy terminates. The Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide the Employee the same coverage provided under the Certificate at the time the Employee's coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because the Employee's Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under the Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on the Employee for support and maintenance. For the purposes of this provision, "chiefly dependent" means the eligible Dependent Child receives the majority of his or her financial support from the Employee.

We will require that the Employee provide proof that the Dependent Child is a disabled and dependent person upon the child's attainment of the limiting age. After two years following attainment of the limiting age, We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under the Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is the Employee's responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee was legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by the Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of the Certificate.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal, if Governed by ERISA.** If this policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void the Certificate or any attached certificate riders, or be used to deny a claim unless the Employee made the statement in their application. We can only use application statements if We attach a copy of their application to the Certificate.

In the absence of fraud, statements made in the Employee's application are deemed representations and not warranties. Representations are statements that, to the best of the Employee's knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered the Employee's statements as warranties, We could cancel their Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** The Employee can transfer, or assign, some or all of the Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of the Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Certificates.** We will send the Certificates to the Policyholder to give to each Employee. The Certificate will state the insurance to which the Insured Person is entitled. It does not change the provisions of this Policy.

**Change of Beneficiary.** The Employee may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish written acknowledgement of the change of Beneficiary, the change becomes effective on the date the Employee signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and the state in which the Employee resides on the Issue Date apply. If this Policy conflicts with the laws of the federal government or the state in which the Employee resides on the Certificate's Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Policy, such determinations shall be final and conclusive.

**Duty of Cooperation.** The Employee and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of this Policy and the Certificates, which includes the Policyholder's and Employee's applications and any riders, endorsements, amendments or any other papers We have attached. No change in this Policy or the Certificates will be effective until approved by one of Our officers and unless such approval is endorsed and attached to this Policy or the Certificates. No sales representative has authority to change this Policy or the Certificates or to waive any of its provisions.

**Legal Action.** Neither the Policyholder nor the Employee can bring a legal action to recover benefits under this Policy for at least 60 days after the Policyholder or Employee has given Us written proof of loss. Neither the Policyholder nor the Employee can start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of the Certificate's issue state. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time the Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Policy is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **ACCIDENT EXPENSE MASTER POLICY**

**Company may change premium rates**

**READ THIS POLICY/CERTIFICATE CAREFULLY**



**ASSURITY<sup>®</sup> LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Accident Indemnity  
Certificate of Insurance**

This Certificate is a part of the Policy that is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Certificate based on Your application and payment of premium when due. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

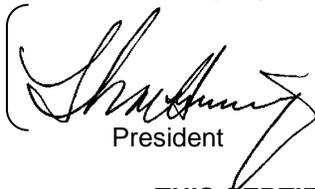
**RIGHT TO EXAMINE**

You may cancel this Certificate within 30 days of the Issue Date by returning this Certificate to Our administrative office. As soon as this Certificate is received by Us, it is treated as if it was never issued. Your premium payment will be refunded when We receive this Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, You may cancel this Certificate by notifying Us in writing that You wish to do so. This Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless Your notice specifies a later date. Cancellation of this Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Certificate on the Issue Date.

  
President

  
Secretary

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE**  
If You are eligible for Medicare, review the Guide to Health Insurance  
for People with Medicare, which is available from Us.

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an accident only Certificate. It does not pay benefits for  
loss from any other cause.**

**TABLE OF CONTENTS**

Right to Examine .....	1	Benefits (continued)	
Right to Cancel.....	1	Transportation.....	11
Schedule .....	3	Exclusions .....	11
Definitions.....	4	Persons Insured .....	12
Premiums .....	6	Persons Eligible on Certificate Issue Date .....	12
Premium Payments .....	6	Persons Who Become Eligible After the	
Grace Period.....	6	Certificate Issue Date .....	12
Reinstatement.....	6	Automatic Coverage.....	12
Refund of Unearned Premium .....	6	Continuity of Coverage for Spouse .....	12
Unpaid Premiums .....	6	Termination .....	12
Benefits .....	6	Portability.....	12
Abdominal or Thoracic Surgery.....	6	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	13
Burn .....	7	Payment of Claim .....	13
Diagnostic Exams.....	7	Overpayment Reimbursement.....	14
Dislocation (separated joint) .....	8	Claim Review.....	14
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment.....	14
Gunshot Wound.....	9	Change of Beneficiary .....	14
Hospital Admission .....	10	Conformity with State and Federal Law .....	14
Hospital Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	14
Hospital Intensive Care Unit Confinement .....	10	Duty of Cooperation.....	14
Knee Cartilage – Torn.....	10	Entire Contract; Changes .....	15
Laceration .....	10	Legal Action .....	15
Lodging .....	10	Misstatement of Age .....	15
Physical Therapy Treatment.....	10	Physical Examination and Autopsy .....	15
Prosthetic Device/Artificial Limb .....	11	Time Limit on Certain Defenses .....	15
Ruptured Disc.....	11	Time of Coverage .....	15
Tendon/Ligament/Rotator Cuff .....	11	Worker's Compensation .....	15



## DEFINITIONS

**Actively Employed** means You must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by You in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of the Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury (b) occurs after the Certificate Issue Date, (c) occurs while this Certificate is in force and (d) is not excluded by name or specific description in this Certificate.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on You.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must: (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and is Actively Employed with the Policyholder named in Your application.

**Foster Child** means a minor over whom You have been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means You or any other person(s) insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule or certificate rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit and (c) provides care seven days per week, 24 hours per day.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by this Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved Your reinstatement application and received any premiums due.

**Spouse** means the person to whom You are lawfully married and, if also an Insured Person under this Certificate, was named on Your application for this Certificate as Your Spouse at the time You first applied for this Certificate, or who was added to this Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us and Our** mean Assurity Life Insurance Company.

**You and Your** mean the Employee who is the primary Insured Person listed on the Certificate Schedule.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any certificate rider premiums. Premiums paid after the first premium are renewal premiums. We may change the premium rates after the Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. This Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. This Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate this Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, this Certificate will lapse (will not be in force). If You want this Certificate reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this Certificate lapsing. Your application for reinstatement requires Our approval. If Your application for reinstatement is approved, this Certificate may be reinstated with payment of any premium due. This Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline Your application for reinstatement, this Certificate will be reinstated without approval 45 days after We receive Your application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while this Certificate is in force.

**Refund of Unearned Premium.** If this Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of Your death.

**Unpaid Premiums.** When a claim is paid under this Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	[\$375/750]	[\$150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate Issue Date. Subsequent dislocations of the same joint after the Certificate Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	[\$2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Certificate of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by this Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to You or, if under age 26, adopted by You, placed for adoption with You or placed as a Foster Child with You shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with You.

Except as provided above, any others who become eligible after the Certificate Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If this Certificate includes coverage for Your Spouse and You die, Your Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after Your death. The continued coverage will provide the Spouse the same coverage provided under this Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

Coverage will terminate and no benefits will be payable under this Certificate or any attached certificate riders on the earliest of the following:

- the date the Policy terminates;
- the date You no longer meet the definition of Employee;
- when any premium due for this Certificate is not paid before the end of the Grace Period;
- the date We receive from You or the Policyholder written notice to terminate this Certificate unless the notice specifies a later date;
- when You establish residence in a foreign country; or
- upon Your death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when Your employment ends with the Policyholder or the Policy terminates. This Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide You the same coverage provided under this Certificate at the time Your coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because Your Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under this Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on You for support and maintenance. For the purposes of this provision, “chiefly dependent” means the eligible Dependent Child receives the majority of his or her financial support from You.

We will require that You provide proof that the Dependent Child is a disabled and dependent person upon the child’s attainment of the limiting age. After two years following attainment of the limiting age. We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under this Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is Your responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person’s name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by this Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of this Certificate.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal, if Governed by ERISA.** If this policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void this Certificate or any attached certificate riders, or be used to deny a claim unless You made the statement in Your application. We can only use application statements if We attach a copy of Your application to this Certificate.

In the absence of fraud, statements made in Your application are deemed representations and not warranties. Representations are statements that, to the best of Your knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered Your statements as warranties, We could cancel Your Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** You can transfer, or assign, some or all of Your Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Change of Beneficiary.** You may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish You written acknowledgement of the change of Beneficiary, the change becomes effective on the date You signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and Your state of residence on the Issue Date apply. If this Certificate conflicts with the laws of the federal government or Your state on the Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Certificate provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Certificate and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Certificate, such determinations shall be final and conclusive.

**Duty of Cooperation.** You and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of the Policy and this Certificate, which includes the Policyholder's and Your application and any riders, endorsements, amendments or any other papers We have attached. No change in the Policy or this Certificate will be effective until approved by one of Our officers and unless such approval is endorsed and attached to the Policy or this Certificate. No sales representative has authority to change the Policy or this Certificate or to waive any of its provisions.

**Legal Action.** You cannot bring a legal action to recover benefits under this Certificate for at least 60 days after You have given Us written proof of loss. You cannot start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in Your application (which includes any papers signed or information provided to get this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of Your permanent residence. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time this Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Certificate is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **ACCIDENT INDEMNITY CERTIFICATE OF INSURANCE**

**Company may change premium rates**

**READ YOUR CERTIFICATE CAREFULLY**



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Off-the-Job  
Accident Indemnity  
Master Policy**

This Policy is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Policy and the Certificates based on the Policyholder's and the Employee's applications and payment of premium when due. This Policy alone is the only contract under which payment will be made. Any difference between this Policy and the Certificates will be settled according to the provisions of this Policy.

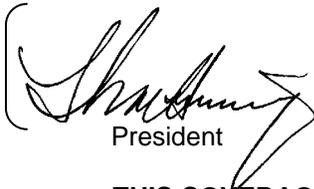
**RIGHT TO EXAMINE**

Each Certificate may be cancelled within 30 days of the Certificate's Issue Date by returning the Certificate to Our administrative office. As soon as the Certificate is received by Us, it is treated as if it was never issued. Any premium payment will be refunded when We receive the Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, each Employee may cancel their Certificate by notifying Us in writing to do so. The Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless the notice specifies a later date. Cancellation of the Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Policy on the Effective Date

  
President

  
Secretary

**THIS COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY/CERTIFICATE  
If any Employee is eligible for Medicare, have them review the Guide to Health  
Insurance for People with Medicare, which is available from Us.**

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an Off-the-Job accident only Policy. It does not pay benefits for  
loss from any other cause or for Injuries incurred while working for wage or profit.**

Representative: [Alex Agent]  
Address: [123 Any Boulevard]  
[Anytown XX 12345-6789]

Telephone: [(123) 456-7890]

**TABLE OF CONTENTS**

Right to Examine .....	1	Exclusions .....	11
Right to Cancel.....	1	Persons Insured .....	12
Schedule .....	3	Persons Eligible on Certificate Issue Date .....	12
Definitions.....	4	Persons Who Become Eligible After the	
Premiums .....	6	Certificate Issue Date .....	12
Premium Payments .....	6	Automatic Coverage.....	12
Grace Period.....	6	Continuity of Coverage for Spouse .....	12
Reinstatement.....	6	Termination .....	12
Refund of Unearned Premium .....	6	Termination of Policy .....	12
Unpaid Premiums .....	6	Termination of Certificate .....	12
Benefits .....	6	Portability.....	13
Abdominal or Thoracic Surgery.....	7	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	14
Burn .....	7	Payment of Claim .....	14
Diagnostic Exams.....	7	Overpayment Reimbursement.....	14
Dislocation (separated joint) .....	8	Claim Review.....	14
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment .....	14
Gunshot Wound.....	9	Certificates.....	14
Hospital Admission .....	10	Change of Beneficiary .....	14
Hospital Confinement .....	10	Conformity with State and Federal Law .....	14
Hospital Intensive Care Unit Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	15
Knee Cartilage – Torn.....	10	Duty of Cooperation.....	15
Laceration .....	10	Entire Contract; Changes .....	15
Lodging .....	10	Legal Action .....	15
Physical Therapy Treatment.....	10	Misstatement of Age.....	15
Prosthetic Device/Artificial Limb .....	10	Physical Examination and Autopsy .....	15
Ruptured Disc.....	11	Time Limit on Certain Defenses .....	15
Tendon/Ligament/Rotator Cuff .....	11	Time of Coverage .....	15
Transportation.....	11	Worker’s Compensation .....	16

**SCHEDULE**

**FORM NO.      FORM NAME**

G H1106 (AR) Off-the-Job Accident Indemnity Master Policy

[R G1104 (AR) Off-the-Job Accident-Only Disability Income Master Rider

R G1115 (AR) Wellness Benefit Master Rider]

Policyholder:            [Group Master Name            ]

Policy Number: [Group Master Number]

Policy Effective Date: [Group Effective Date            ]

## DEFINITIONS

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by the Employee in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of this Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Certificate's Issue Date, (c) occurs while the Certificate is in force, (d) is not excluded by name or specific description in the Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on the Employee.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and Actively Employed with the Policyholder named in the Employee's application.

**Foster Child** means a minor over whom the Employee has been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility, or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis, and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit, or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward; (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement; (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means the Employee or any other person(s) insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule or certificate rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit, and (c) provides care seven days per week, 24 hours per day.

**Off-the-Job** means while an Insured Person is not working at any job for wage or profit, even if not with this Policyholder.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by the Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved the Employee's reinstatement application and received any premiums due.

**Spouse** means the person to whom the Employee is lawfully married and, if also an Insured Person under the Certificate, was named on the Employee's application for the Certificate as their Spouse at the time they first applied for the Certificate, or who was added to the Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us** and **Our** mean Assurity Life Insurance Company.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any certificate rider premiums. Premiums paid after the first premium are renewal premiums. We may change the premium rates after this Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under this Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. The Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. The Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate the Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, the Certificate will lapse (will not be in force). If the Employee wants the Certificate reinstated (to be in force again), they must apply for reinstatement in writing to Our administrative office within one year of the Certificate lapsing. Their application for reinstatement requires Our approval. If their application for reinstatement is approved, the Certificate may be reinstated with payment of any premium due. The Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline their application for reinstatement, the Certificate will be reinstated without approval 45 days after We receive their application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while the Certificate is in force.

**Refund of Unearned Premium.** If the Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of the Employee's death.

**Unpaid Premiums.** When a claim is paid under the Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate's Issue Date. Subsequent dislocations of the same joint after the Certificate's Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Policy of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate's Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by the Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to the Employee or, if under age 26, adopted by the Employee, placed for adoption with the Employee or placed as a Foster Child with the Employee shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with the Employee.

Except as provided above, any others who become eligible after the Certificate's Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If the Certificate includes coverage for the Employee's Spouse and the Employee dies, the Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after the Employee's death. The continued coverage will provide the Spouse the same coverage provided under the Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

**Termination of Policy.** Coverage will terminate and no benefits will be payable under this Policy, any Certificate or any attached riders when either the Policyholder or We cancel this Policy upon giving at least 61 days written notice to the other. We will not cancel this Policy prior to the end of the first year following the Policy Effective Date.

**Termination of Certificate.** Coverage will terminate and no benefits will be payable under the Certificate or any attached certificate riders on the earliest of the following:

- the date this Policy terminates;
- the date the Employee no longer meets the definition of Employee;
- when any premium due for the Certificate is not paid before the end of the Grace Period;
- the date We receive from the Employee or the Policyholder written notice to terminate the Certificate unless the notice specifies a later date;
- when the Employee establishes residence in a foreign country; or
- upon the Employee's death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when the Employee ends employment with the Policyholder or this Policy terminates. The Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide the Employee the same coverage provided under the Certificate at the time the Employee's coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because the Employee's Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under the Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on the Employee for support and maintenance. For the purposes of this provision, "chiefly dependent" means the eligible Dependent Child receives the majority of his or her financial support from the Employee.

We will require that the Employee provide proof that the Dependent Child is a disabled and dependent person upon the child's attainment of the limiting age. After two years following attainment of the limiting age, We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under the Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is the Employee's responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee was legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by the Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of the Certificate.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal, if Governed by ERISA.** If this policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void the Certificate or any attached certificate riders, or be used to deny a claim unless the Employee made the statement in their application. We can only use application statements if We attach a copy of their application to the Certificate.

In the absence of fraud, statements made in the Employee's application are deemed representations and not warranties. Representations are statements that, to the best of the Employee's knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered the Employee's statements as warranties, We could cancel their Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** The Employee can transfer, or assign, some or all of the Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of the Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Certificates.** We will send the Certificates to the Policyholder to give to each Employee. The Certificate will state the insurance to which the Insured Person is entitled. It does not change the provisions of this Policy.

**Change of Beneficiary.** The Employee may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish written acknowledgement of the change of Beneficiary, the change becomes effective on the date the Employee signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and the state in which the Employee resides on the Issue Date apply. If this Policy conflicts with the laws of the federal government or the state in which the Employee resides on the Certificate's Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Policy, such determinations shall be final and conclusive.

**Duty of Cooperation.** The Employee and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of this Policy and the Certificates, which includes the Policyholder's and Employee's applications and any riders, endorsements, amendments or any other papers We have attached. No change in this Policy or the Certificates will be effective until approved by one of Our officers and unless such approval is endorsed and attached to this Policy or the Certificates. No sales representative has authority to change this Policy or the Certificates or to waive any of its provisions.

**Legal Action.** Neither the Policyholder nor the Employee can bring a legal action to recover benefits under this Policy for at least 60 days after the Policyholder or Employee has given Us written proof of loss. Neither the Policyholder nor the Employee can start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of the Certificate's issue state. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time the Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Policy is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **OFF-THE-JOB ACCIDENT INDEMNITY MASTER POLICY**

**Company may change premium rates**

**READ THIS POLICY/CERTIFICATE CAREFULLY**



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Off-the-Job  
Accident Indemnity  
Certificate of Insurance**

This Certificate is a part of the Policy that is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Certificate based on Your application and payment of premium when due. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

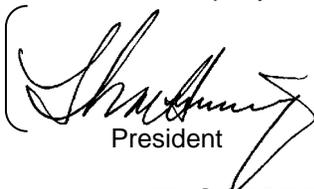
**RIGHT TO EXAMINE**

You may cancel this Certificate within 30 days of the Issue Date by returning this Certificate to Our administrative office. As soon as this Certificate is received by Us, it is treated as if it was never issued. Your premium payment will be refunded when We receive this Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, You may cancel this Certificate by notifying Us in writing that You wish to do so. This Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless Your notice specifies a later date. Cancellation of this Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Certificate on the Issue Date.

  
President

  
Secretary

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE**  
If You are eligible for Medicare, review the Guide to Health Insurance  
for People with Medicare, which is available from Us.

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an Off-the-Job accident only Certificate. It does not pay benefits for  
loss from any other cause or for Injuries incurred while working for wage or profit.**

## TABLE OF CONTENTS

Right to Examine .....	1	Benefits (continued)	
Right to Cancel.....	1	Transportation.....	11
Schedule .....	3	Exclusions .....	11
Definitions.....	4	Persons Insured .....	12
Premiums .....	6	Persons Eligible on Certificate Issue Date .....	12
Premium Payments .....	6	Persons Who Become Eligible After the	
Grace Period.....	6	Certificate Issue Date .....	12
Reinstatement.....	6	Automatic Coverage.....	12
Refund of Unearned Premium .....	6	Continuity of Coverage for Spouse .....	12
Unpaid Premiums .....	6	Termination .....	12
Benefits .....	6	Portability.....	12
Abdominal or Thoracic Surgery.....	7	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	13
Burn .....	7	Payment of Claim .....	13
Diagnostic Exams.....	7	Overpayment Reimbursement.....	13
Dislocation (separated joint) .....	8	Claim Review.....	13
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment.....	14
Gunshot Wound.....	9	Change of Beneficiary .....	14
Hospital Admission .....	10	Conformity with State and Federal Law .....	14
Hospital Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	14
Hospital Intensive Care Unit Confinement .....	10	Duty of Cooperation.....	14
Knee Cartilage – Torn.....	10	Entire Contract; Changes .....	14
Laceration .....	10	Legal Action .....	14
Lodging .....	10	Misstatement of Age .....	15
Physical Therapy Treatment.....	10	Physical Examination and Autopsy .....	15
Prosthetic Device/Artificial Limb .....	10	Time Limit on Certain Defenses .....	15
Ruptured Disc.....	11	Time of Coverage .....	15
Tendon/Ligament/Rotator Cuff .....	11	Worker's Compensation .....	16

**SCHEDULE**

<b>FORM NO.</b>	<b>FORM NAME</b>	<b>INITIAL ANNUAL PREMIUM</b>
G H1106C (AR)	Off-the-Job Accident Indemnity Certificate of Insurance	\$[            ]
	<b>Accidental Death Benefit</b>	
	Primary Insured: \$[25,000/50,000]	
	Spouse: \$[10,000/20,000]	
	Child: \$[5,000/10,000]	
	<b>Accidental Death Benefit – Common Carrier Accidents</b>	
	Primary Insured: \$[50,000/100,000]	
	Spouse: \$[20,000/40,000]	
	Child: \$[10,000/20,000]	
[R G1104C (AR)	Off-the-Job Accident-Only Disability Income Certificate Rider	\$[            ]
R G1115C (AR)	Wellness Benefit Certificate Rider	\$[            ]]

Policyholder: [Group Master Name ] Policy Number: [Group Master Number]

Insured Person(s): [John Doe ] (primary) Certificate Number: [0123456789]  
[Jane Doe ] Issue Date: [September 1, 2011]  
[Jamie Doe ] Initial Premium: [\$            ]  
[Jason Doe ] Premium Mode: [1 month]

## DEFINITIONS

**Actively Employed** means You must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by You in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of the Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury (b) occurs after the Certificate Issue Date, (c) occurs while this Certificate is in force, (d) is not excluded by name or specific description in this Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on You.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must: (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and is Actively Employed with the Policyholder named in Your application.

**Foster Child** means a minor over whom You have been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means You or any other person(s) insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule or certificate rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit and (c) provides care seven days per week, 24 hours per day.

**Off-the-Job** means while an Insured Person is not working at any job for wage or profit, even if not with the Policyholder.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by this Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved Your reinstatement application and received any premiums due.

**Spouse** means the person to whom You are lawfully married and, if also an Insured Person under this Certificate, was named on Your application for this Certificate as Your Spouse at the time You first applied for this Certificate, or who was added to this Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us** and **Our** mean Assurity Life Insurance Company.

**You** and **Your** mean the Employee who is the primary Insured Person listed on the Certificate Schedule.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any attached certificate rider premiums. Premiums paid after the first premium are renewal premiums. We may change the premium rates after the Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. This Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. This Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate this Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, this Certificate will lapse (will not be in force). If You want this Certificate reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this Certificate lapsing. Your application for reinstatement requires Our approval. If Your application for reinstatement is approved, this Certificate may be reinstated with payment of any premium due. This Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline Your application for reinstatement, this Certificate will be reinstated without approval 45 days after We receive Your application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while this Certificate is in force.

**Refund of Unearned Premium.** If this Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of Your death.

**Unpaid Premiums.** When a claim is paid under this Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate Issue Date. Subsequent dislocations of the same joint after the Certificate Issue Date will not be covered.

Joint	Closed	Open
	Reduction	Reduction
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	Primary	Spouse/Child
	Insured Person	
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Certificate of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by this Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to You or, if under age 26, adopted by You, placed for adoption with You or placed as a Foster Child with You shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with You.

Except as provided above, any others who become eligible after the Certificate Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If this Certificate includes coverage for Your Spouse and You die, Your Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after Your death. The continued coverage will provide the Spouse the same coverage provided under this Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

Coverage will terminate and no benefits will be payable under this Certificate or any attached certificate riders on the earliest of the following:

- the date the Policy terminates;
- the date You no longer meet the definition of Employee;
- when any premium due for this Certificate is not paid before the end of the Grace Period;
- the date We receive from You or the Policyholder written notice to terminate this Certificate unless the notice specifies a later date;
- when You establish residence in a foreign country; or
- upon Your death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when Your employment ends with the Policyholder or the Policy terminates. This Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide You the same coverage provided under this Certificate at the time Your coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because Your Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under this Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on You for support and maintenance. For the purposes of this provision, "chiefly dependent" means the eligible Dependent Child receives the majority of his or her financial support from You.

We will require that You provide proof that the Dependent Child is a disabled and dependent person upon the child's attainment of the limiting age. After two years following attainment of the limiting age. We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under this Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is Your responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## CLAIM PROCEDURES

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by this Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of this Certificate.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal, if Governed by ERISA.** If this policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void this Certificate or any attached certificate riders, or be used to deny a claim unless You made the statement in Your application. We can only use application statements if We attach a copy of Your application to this Certificate.

In the absence of fraud, statements made in Your application are deemed representations and not warranties. Representations are statements that, to the best of Your knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered Your statements as warranties, We could cancel Your Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** You can transfer, or assign, some or all of Your Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Change of Beneficiary.** You may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish You written acknowledgement of the change of Beneficiary, the change becomes effective on the date You signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and Your state of residence on the Issue Date apply. If this Certificate conflicts with the laws of the federal government or Your state on the Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Certificate provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Certificate and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Certificate, such determinations shall be final and conclusive.

**Duty of Cooperation.** You and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of the Policy and this Certificate, which includes the Policyholder's and Your application and any riders, endorsements, amendments or any other papers We have attached. No change in the Policy or this Certificate will be effective until approved by one of Our officers and unless such approval is endorsed and attached to the Policy or this Certificate. No sales representative has authority to change the Policy or this Certificate or to waive any of its provisions.

**Legal Action.** You cannot bring a legal action to recover benefits under this Certificate for at least 60 days after You have given Us written proof of loss. You cannot start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in Your application (which includes any papers signed or information provided to get this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of Your permanent residence. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time this Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Certificate is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **OFF-THE-JOB ACCIDENT INDEMNITY CERTIFICATE OF INSURANCE**

**Company may change premium rates**

**READ YOUR CERTIFICATE CAREFULLY**



This master rider is attached to and part of the Policy. The terms of the Policy apply to this master rider unless otherwise stated in this rider. We issue this master rider and the certificate riders based on the Policyholder's and the Employee's applications and payment of premium when due. Premium for the certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Effective Date: [ ]

**DEFINITIONS**

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered as Actively Employed.

**Concurrent Total Disabilities** means Total Disabilities caused by more than one Injury, whether they are related or not.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Issue Date, (c) occurs while the certificate rider is in force and (d) is not excluded by name or specific description in the Certificate.

**Elimination Period** means the number of consecutive days the Employee must be Totally Disabled before being eligible to receive the Monthly Benefit. We do not pay Monthly Benefits during the Elimination Period.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Maximum Benefit Period** means the maximum period of time the Monthly Benefits are paid.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Recurrent Total Disability** means a situation in which the Employee becomes Totally Disabled, ceases to be Totally Disabled, then becomes Totally Disabled again for the same or related Injury. The latter Total Disability will be considered a Recurrent Total Disability.

**Totally Disabled** and **Total Disability** mean that due to an Injury occurring while the certificate rider is in force, the Employee (a) is unable to perform the substantial and material duties of their own occupation, (b) is not working for wage or profit and (c) requires a Physician's care, unless the Employee's Physician certifies the Employee has reached the maximum point of recovery.

## BENEFIT

We will pay the Monthly Benefit if the Insured Person is Totally Disabled beginning within 180 days after the Injury and is Actively Employed at the time Total Disability begins. The Elimination Period must be satisfied.

We will pay the Monthly Benefit while the Insured Person is Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. If the Insured Person's Total Disability lasts less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit payable for each day of the Total Disability. Monthly Benefits will be paid for only one of any Concurrent Total Disabilities. Monthly Benefits for partial disability are not payable.

A Recurrent Total Disability is considered a new Total Disability only if it is separated from the ending date of the prior Total Disability by a period of six months or more where the Insured Person is Actively Employed on a continuous basis and not receiving any disability Monthly Benefits under the certificate rider. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period. Any other Recurrent Total Disability is considered a continuation of a prior Total Disability. A continuation of a prior Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of the Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by any Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during the active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);

- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;
- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States except for those Injuries that require Emergency Care in a Hospital.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the certificate rider occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee is legally incapacitated. Written proof of loss includes all information We reasonably request, and may include, the date disability began and the cause of the disability and prognosis. Proof may include the Insured Person's pre-disability income, including tax returns and supporting income information and any proof that the Insured Person is under the care of a Physician. All medical records, including diagnostic exams, lab results and treatment notes/summaries, and pharmacy records where the Insured Person fills prescriptions may also be included.

**Additional Proof of Loss.** To assist Us in determining if the Insured Person is or remains disabled, We have the right, at our expense, to require the Insured Person to provide an interview to our representative(s) and undergo examination by a Physician, vocational expert, or other medical or vocational professional that We select. Any such additional proof of loss must be satisfactory to Us.

**Time of Payment of Claim.** Benefits for any loss covered by the certificate rider will be paid after We receive written proof satisfactory to Us and all other provisions herein are met. We will pay the Monthly Benefit at the end of the month for which it is due.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the certificate rider is in force. Termination of the certificate rider will not affect any claim for disability, provided that the Total Disability begins prior to termination of the certificate rider and within 30 days after the date of the Injury causing the disability.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal, if Governed by ERISA.** If this policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision if the denial does not involve a claim for disability benefits, or 180 days after receipt of Our denial decision if the denial involves a claim for disability benefits. We will provide written notice of Our decision on appeal.

### GENERAL PROVISION

In this master rider, "Policy" and "Certificate" mean the Policy and Certificate to which this master rider and the certificate rider are attached.

**Time Limit on Certain Defenses.** After three years from the certificate rider Issue Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the certificate rider Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the certificate rider.

### TERMINATION

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Policy terminates for any reason; or
- the date We receive written notice to terminate this master rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this master rider on the Effective Date.

  
President

  
Secretary



**ASSURITY<sup>®</sup> LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Accident-Only  
Disability Income  
Certificate Rider**

This certificate rider is attached to and part of the Certificate which is a part of the Policy. The terms of the Policy and Certificate apply to this certificate rider unless otherwise stated in this certificate rider. This certificate rider is issued in return for Your approved application. Premium for this certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Insured Person:	[	]
Issue Date:	[	]
Monthly Benefit:	[\$600/\$1,200]	
Maximum Benefit Period:	[6/12 months]	
Elimination Period:	7 consecutive days	

**DEFINITIONS**

**Actively Employed** means the Insured Person must be working at least the number of hours required for benefit eligibility as shown on the Policyholder’s application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered as Actively Employed.

**Concurrent Total Disabilities** means Total Disabilities caused by more than one Injury, whether they are related or not.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Issue Date, (c) occurs while this certificate rider is in force and (d) is not excluded by name or specific description in this certificate rider or the Certificate.

**Elimination Period** means the number of consecutive days the Insured Person must be Totally Disabled before being eligible to receive the Monthly Benefit. We do not pay Monthly Benefits during the Elimination Period.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient’s written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Maximum Benefit Period** means the maximum period of time the Monthly Benefits are paid.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Recurrent Total Disability** means a situation in which the Insured Person becomes Totally Disabled, ceases to be Totally Disabled, then becomes Totally Disabled again for the same or related Injury. The latter Total Disability will be considered a Recurrent Total Disability.

**Totally Disabled** and **Total Disability** mean that due to an Injury occurring while this certificate rider is in force, the Insured Person (a) is unable to perform the substantial and material duties of their own occupation, (b) is not working for wage or profit and (c) requires a Physician's care, unless the Insured Person's Physician certifies the Insured Person has reached the maximum point of recovery.

## BENEFIT

We will pay the Monthly Benefit if the Insured Person is Totally Disabled beginning within 180 days after the Injury and is Actively Employed at the time Total Disability begins. The Elimination Period must be satisfied.

We will pay the Monthly Benefit while the Insured Person is Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. If the Insured Person's Total Disability lasts less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit payable for each day of the Total Disability. Monthly Benefits will be paid for only one of any Concurrent Total Disabilities. Monthly Benefits for partial disability are not payable.

A Recurrent Total Disability is considered a new Total Disability only if it is separated from the ending date of the prior Total Disability by a period of six months or more where the Insured Person is Actively Employed on a continuous basis and not receiving any disability Monthly Benefits under this certificate rider. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period. Any other Recurrent Total Disability is considered a continuation of a prior Total Disability. A continuation of a prior Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of the Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by any Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during the active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);

- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;
- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States except for those Injuries that require Emergency Care in a Hospital.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this certificate rider occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated. Written proof of loss includes all information We reasonably request, and may include, the date disability began and the cause of the disability and prognosis. Proof may include the Insured Person's pre-disability income, including tax returns and supporting income information and any proof that the Insured Person is under the care of a Physician. All medical records, including diagnostic exams, lab results and treatment notes/summaries, and pharmacy records where the Insured Person fills prescriptions may also be included.

**Additional Proof of Loss.** To assist Us in determining if the Insured Person is or remains disabled, We have the right, at our expense, to require the Insured Person to provide an interview to our representative(s) and undergo examination by a Physician, vocational expert, or other medical or vocational professional that We select. Any such additional proof of loss must be satisfactory to Us.

**Time of Payment of Claim.** Benefits for any loss covered by this certificate rider will be paid after We receive written proof satisfactory to Us and all other provisions herein are met. We will pay the Monthly Benefit at the end of the month for which it is due.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this certificate rider is in force. Termination of this certificate rider will not affect any claim for disability, provided that the Total Disability begins prior to termination of this certificate rider and within 30 days after the date of the Injury causing the disability.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal, if Governed by ERISA.** If this policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision if the denial does not involve a claim for disability benefits, or 180 days after receipt of Our denial decision if the denial involves a claim for disability benefits. We will provide written notice of Our decision on appeal.

### GENERAL PROVISION

In this certificate rider, "Policy" and "Certificate" mean the Policy and Certificate to which this certificate rider is attached.

**Time Limit on Certain Defenses.** After three years from the certificate rider Issue Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your application (which includes any papers signed or information provided to get this certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from this certificate rider Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this certificate rider.

### TERMINATION

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Certificate terminates for any reason;
- when any premium due for this certificate rider is not paid before the end of the Grace Period; or
- the date We receive written notice to terminate this certificate rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this certificate rider on the Issue Date.

  
President

  
Secretary



This master rider is attached to and part of the Policy. The terms of the Policy apply to this master rider unless otherwise stated in this rider. We issue this master rider and the certificate riders based on the Policyholder's and the Employee's applications and payment of premium when due. Premium for the certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Effective Date: [ ]

**DEFINITIONS**

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered as Actively Employed.

**Concurrent Total Disabilities** means Total Disabilities caused by more than one Injury, whether they are related or not.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Issue Date, (c) occurs while the certificate rider is in force, (d) is not excluded by name or specific description in the Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Elimination Period** means the number of consecutive days the Employee must be Totally Disabled before being eligible to receive the Monthly Benefit. We do not pay Monthly Benefits during the Elimination Period.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Maximum Benefit Period** means the maximum period of time the Monthly Benefits are paid.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Off-the-Job** means while the Employee is not working at any job for wage or profit.

**Recurrent Total Disability** means a situation in which the Employee becomes Totally Disabled, ceases to be Totally Disabled, then becomes Totally Disabled again for the same or related Injury. The latter Total Disability will be considered a Recurrent Total Disability.

**Totally Disabled** and **Total Disability** mean that due to an Injury occurring Off-the-Job while the certificate rider is in force, the Employee (a) is unable to perform the substantial and material duties of their own occupation, (b) is not working for wage or profit and (c) requires a Physician's care, unless the Employee's Physician certifies the Employee has reached the maximum point of recovery.

## BENEFIT

We will pay the Monthly Benefit if the Insured Person is Totally Disabled beginning within 180 days after the Injury and is Actively Employed at the time Total Disability begins. The Elimination Period must be satisfied.

We will pay the Monthly Benefit while the Insured Person is Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. If the Insured Person's Total Disability lasts less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit payable for each day of the Total Disability. Monthly Benefits will be paid for only one of any Concurrent Total Disabilities. Monthly Benefits for partial disability are not payable.

A Recurrent Total Disability is considered a new Total Disability only if it is separated from the ending date of the prior Total Disability by a period of six months or more where the Insured Person is Actively Employed on a continuous basis and not receiving any disability Monthly Benefits under the certificate rider. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period. Any other Recurrent Total Disability is considered a continuation of a prior Total Disability. A continuation of a prior Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of the Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by any Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during the active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);

- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;
- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States except for those Injuries that require Emergency Care in a Hospital.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the certificate rider occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee is legally incapacitated. Written proof of loss includes all information We reasonably request, and may include, the date disability began and the cause of the disability and prognosis. Proof may include the Insured Person's pre-disability income, including tax returns and supporting income information and any proof that the Insured Person is under the care of a Physician. All medical records, including diagnostic exams, lab results and treatment notes/summaries, and pharmacy records where the Insured Person fills prescriptions may also be included.

**Additional Proof of Loss.** To assist Us in determining if the Insured Person is or remains disabled, We have the right, at our expense, to require the Insured Person to provide an interview to our representative(s) and undergo examination by a Physician, vocational expert, or other medical or vocational professional that We select. Any such additional proof of loss must be satisfactory to Us.

**Time of Payment of Claim.** Benefits for any loss covered by the certificate rider will be paid after We receive written proof satisfactory to Us and all other provisions herein are met. We will pay the Monthly Benefit at the end of the month for which it is due.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the certificate rider is in force. Termination of the certificate rider will not affect any claim for disability, provided that the Total Disability begins prior to termination of the certificate rider and within 30 days after the date of the Injury causing the disability.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal, if Governed by ERISA.** If this policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision if the denial does not involve a claim for disability benefits, or 180 days after receipt of Our denial decision if the denial involves a claim for disability benefits. We will provide written notice of Our decision on appeal.

### GENERAL PROVISION

In this master rider, "Policy" and "Certificate" mean the Policy and Certificate to which this master rider and the certificate rider are attached.

**Time Limit on Certain Defenses.** After three years from the certificate rider Issue Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the certificate rider Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the certificate rider.

### TERMINATION

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Policy terminates for any reason; or
- the date We receive written notice to terminate this master rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this master rider on the Effective Date.

  
President

  
Secretary



This certificate rider is attached to and part of the Certificate which is a part of the Policy. The terms of the Policy and Certificate apply to this certificate rider unless otherwise stated in this certificate rider. This certificate rider is issued in return for Your approved application. Premium for this certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Insured Person:	[	]
Issue Date:	[	]
Monthly Benefit:	[\$600/\$1,200]	
Maximum Benefit Period:	[6/12 months]	
Elimination Period:	7 consecutive days	

**DEFINITIONS**

**Actively Employed** means the Insured Person must be working at least the number of hours required for benefit eligibility as shown on the Policyholder’s application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered as Actively Employed.

**Concurrent Total Disabilities** means Total Disabilities caused by more than one Injury, whether they are related or not.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Issue Date, (c) occurs while this certificate rider is in force, (d) is not excluded by name or specific description in this certificate rider or the Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Elimination Period** means the number of consecutive days the Insured Person must be Totally Disabled before being eligible to receive the Monthly Benefit. We do not pay Monthly Benefits during the Elimination Period.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient’s written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Maximum Benefit Period** means the maximum period of time the Monthly Benefits are paid.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Off-the-Job** means while an Insured Person is not working at any job for wage or profit.

**Recurrent Total Disability** means a situation in which the Insured Person becomes Totally Disabled, ceases to be Totally Disabled, then becomes Totally Disabled again for the same or related Injury. The latter Total Disability will be considered a Recurrent Total Disability.

**Totally Disabled** and **Total Disability** mean that due to an Injury occurring Off-the-Job while this certificate rider is in force, the Insured Person (a) is unable to perform the substantial and material duties of their own occupation, (b) is not working for wage or profit and (c) requires a Physician's care, unless the Insured Person's Physician certifies the Insured Person has reached the maximum point of recovery.

### **BENEFIT**

We will pay the Monthly Benefit if the Insured Person is Totally Disabled beginning within 180 days after the Injury and is Actively Employed at the time Total Disability begins. The Elimination Period must be satisfied.

We will pay the Monthly Benefit while the Insured Person is Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. If the Insured Person's Total Disability lasts less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit payable for each day of the Total Disability. Monthly Benefits will be paid for only one of any Concurrent Total Disabilities. Monthly Benefits for partial disability are not payable.

A Recurrent Total Disability is considered a new Total Disability only if it is separated from the ending date of the prior Total Disability by a period of six months or more where the Insured Person is Actively Employed on a continuous basis and not receiving any disability Monthly Benefits under this certificate rider. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period. Any other Recurrent Total Disability is considered a continuation of a prior Total Disability. A continuation of a prior Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period.

### **EXCLUSIONS**

We will not pay benefits for losses that are caused by or are the result of the Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by any Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during the active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);

- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;
- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States except for those Injuries that require Emergency Care in a Hospital.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this certificate rider occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated. Written proof of loss includes all information We reasonably request, and may include, the date disability began and the cause of the disability and prognosis. Proof may include the Insured Person's pre-disability income, including tax returns and supporting income information and any proof that the Insured Person is under the care of a Physician. All medical records, including diagnostic exams, lab results and treatment notes/summaries, and pharmacy records where the Insured Person fills prescriptions may also be included.

**Additional Proof of Loss.** To assist Us in determining if the Insured Person is or remains disabled, We have the right, at our expense, to require the Insured Person to provide an interview to our representative(s) and undergo examination by a Physician, vocational expert, or other medical or vocational professional that We select. Any such additional proof of loss must be satisfactory to Us.

**Time of Payment of Claim.** Benefits for any loss covered by this certificate rider will be paid after We receive written proof satisfactory to Us and all other provisions herein are met. We will pay the Monthly Benefit at the end of the month for which it is due.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this certificate rider is in force. Termination of this certificate rider will not affect any claim for disability, provided that the Total Disability begins prior to termination of this certificate rider and within 30 days after the date of the Injury causing the disability.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal, if Governed by ERISA.** If this policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision if the denial does not involve a claim for disability benefits, or 180 days after receipt of Our denial decision if the denial involves a claim for disability benefits. We will provide written notice of Our decision on appeal.

### GENERAL PROVISION

In this certificate rider, "Policy" and "Certificate" mean the Policy and Certificate to which this certificate rider is attached.

**Time Limit on Certain Defenses.** After three years from this certificate rider Issue Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your application( which includes any papers signed or information provided to get this certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the certificate rider Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this certificate rider.

### TERMINATION

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Certificate terminates for any reason;
- when any premium due for this certificate rider is not paid before the end of the Grace Period; or
- the date We receive written notice to terminate this certificate rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this certificate rider on the Issue Date.

  
President

  
Secretary



This master rider is attached to and part of the Policy. The terms of the Policy apply to this master rider unless otherwise stated in this master rider. We issue this master rider and the certificate riders based on the Policyholder's and the Employee's applications and payment of premium when due. Premium for the certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Effective Date: [ ]

**DEFINITIONS**

**Insured Category** means a grouping of Insured Persons each of which is eligible for a separate benefit. The primary Insured Person is an Insured Category, the Spouse is an Insured Category and all Dependent Children of the primary Insured Person, as a single grouping, is an Insured Category.

**Waiting Period** means the 30 days following the Issue Date or ten days following the last Reinstatement Date.

**REINSTATEMENT**

**Reinstatement.** If premium is not paid by the end of the Grace Period, the certificate rider will lapse (will not be in force). If the Employee wants the certificate rider reinstated (to be in force again), they must apply for reinstatement in writing to Our administrative office within one year of the certificate rider lapsing . Their application for reinstatement requires Our approval. If their application for reinstatement is approved, the certificate rider may be reinstated with payment of any premium due. The certificate rider will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline their application for reinstatement, the certificate rider will be reinstated without approval 45 days after We receive their application for reinstatement.

The reinstated certificate rider will only cover charges incurred after the Reinstatement Date.

**BENEFIT**

We will pay \$50 per Calendar Year for each Insured Category when a charge is incurred for one and only one of the following after the Waiting Period:

- annual physical;
- blood test for triglycerides;
- CA 19-9 (blood test for pancreatic cancer);
- fast blood glucose test;
- hemocult stool analysis;
- PSA (blood test for prostate cancer);
- pap smear;
- vaccinations (flu shot, pneumonia shot, tetanus shot, MMR, polio vaccine, chicken pox, diphtheria); or
- vision/hearing exams.

We will pay \$100 per Calendar Year for each Insured Category when a charge is incurred for one and only one of the following after the Waiting Period:

- biopsy for skin cancer;
- bone marrow biopsy and aspiration;
- breast ultrasound;
- CA 15-3 (blood test for breast cancer);
- CA 125 (blood test for ovarian cancer);
- CEA (blood test for colon cancer and cervical cancer);
- chest x-ray;

- colonoscopy;
- flexible sigmoidoscopy;
- mammography;
- serum cholesterol test to determine level of HDL and LDL;
- serum protein electrophoresis (blood test for Myeloma);
- stress test (bicycle or treadmill); or
- thermography.

Once We have paid \$150 under the certificate rider for an Insured Category in a Calendar Year, that Insured Category is ineligible for any additional payments under the certificate rider in that Calendar Year.

#### GENERAL PROVISION

In this master rider, "Policy" and "Certificate" mean the Policy and Certificate to which this master rider and the certificate riders are attached.

#### TERMINATION

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Policy terminates for any reason; or
- the date We receive written notice to terminate this master rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this master rider on the Effective Date.

  
President

  
Secretary



This certificate rider is attached to and part of the Certificate which is a part of the Policy. The terms of the Policy and Certificate apply to this certificate rider unless otherwise stated in this certificate rider. This certificate rider is issued in return for Your approved application. Premium for this certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Insured Person(s):	[Primary Insured] (primary) [Spouse] [Child 1] [Child 2] [Child 3] [Child 4] [Child 5] [Child 6] [Child 7]
Issue Date:	[Issue Date]

**DEFINITIONS**

**Insured Category** means a grouping of Insured Persons each of which is eligible for a separate benefit. The primary Insured Person is an Insured Category, the Spouse is an Insured Category and all Dependent Children of the primary Insured Person, as a single grouping, is an Insured Category.

**Waiting Period** means the 30 days following the Issue Date or ten days following the last Reinstatement Date.

**REINSTATEMENT**

**Reinstatement.** If premium is not paid by the end of the Grace Period, this certificate rider will lapse (will not be in force). If You want this certificate rider reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this certificate rider lapsing. Your application for reinstatement requires Our approval. If Your application for reinstatement is approved, this certificate rider may be reinstated with payment of any premium due. This certificate rider will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline Your application for reinstatement, this certificate rider will be reinstated without approval 45 days after We receive Your application for reinstatement.

The reinstated certificate rider will only cover charges incurred after the Reinstatement Date.

**BENEFIT**

We will pay \$50 per Calendar Year for each Insured Category when a charge is incurred for one and only one of the following after the Waiting Period:

- annual physical;
- blood test for triglycerides;
- CA 19-9 (blood test for pancreatic cancer);
- fast blood glucose test;
- hemocult stool analysis;
- PSA (blood test for prostate cancer);
- pap smear;
- vaccinations (flu shot, pneumonia shot, tetanus shot, MMR, polio vaccine, chicken pox, diphtheria); or
- vision/hearing exams.

We will pay \$100 per Calendar Year for each Insured Category when a charge is incurred for one and only one of the following after the Waiting Period:

- biopsy for skin cancer;
- bone marrow biopsy and aspiration;
- breast ultrasound;
- CA 15-3 (blood test for breast cancer);
- CA 125 (blood test for ovarian cancer);
- CEA (blood test for colon cancer and cervical cancer);
- chest x-ray;
- colonoscopy;
- flexible sigmoidoscopy;
- mammography;
- serum cholesterol test to determine level of HDL and LDL;
- serum protein electrophoresis (blood test for Myeloma);
- stress test (bicycle or treadmill); or
- thermography.

Once We have paid \$150 under this certificate rider for an Insured Category in a Calendar Year, that Insured Category is ineligible for any additional payments under this certificate rider in that Calendar Year.

#### **GENERAL PROVISION**

In this certificate rider, "Policy" and "Certificate" mean the Policy and Certificate to which this certificate rider is attached.

#### **TERMINATION**

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Certificate terminates for any reason;
- when any premium due for this certificate rider is not paid before the end of the Grace Period; or
- the date We receive written notice to terminate this certificate rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this certificate rider on the Issue Date.

  
President

  
Secretary

**ASSURITY® LIFE INSURANCE COMPANY**Post Office Box 82533, Lincoln, NE 68501-2533  
(402) 476-6500 • (866) 289-7337 • FAX (887) 864-6630**Worksite Group  
HEALTH ENROLLMENT FORM****PLEASE PRINT WITH BLACK INK**

Entire application form must be completed for new applications and for additions or increases to existing coverage; please check the appropriate box.

Name of Group Employer \_\_\_\_\_

 New application       Addition or increase to existing coverage; Certificate No. \_\_\_\_\_**1. PRIMARY PROPOSED INSURED**

Legal Name	<i>First</i>	<i>Middle</i>	<i>Last</i>	Date of Birth	MM/DD/YYYY / /
------------	--------------	---------------	-------------	---------------	-------------------

Social Security No.	<input type="checkbox"/> Male <input type="checkbox"/> Female	Email	Age
---------------------	---	-------	-----

Home Address	<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>ZIP+4</i>
--------------	-----------------------	-------------	--------------	--------------

Personal Phone No. (      )	Birth State/Country	Height	ft.	in.	Weight	lbs.
-----------------------------	---------------------	--------	-----	-----	--------	------

Primary Employer	Gross monthly income \$	Full-time Hire Date	MM/DD/YYYY / /
------------------	-------------------------	---------------------	-------------------

Title/Occupation	No. of hours worked per week	<input type="checkbox"/> Active <input type="checkbox"/> Disabled <input type="checkbox"/> Retired
------------------	------------------------------	--

Duties \_\_\_\_\_

**2. OTHER PROPOSED INSURED—SPOUSE**

Legal Name	<i>First</i>	<i>Middle</i>	<i>Last</i>	Date of Birth	MM/DD/YYYY / /
------------	--------------	---------------	-------------	---------------	-------------------

Personal Phone No. (      )	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age	Height	ft.	in.	Weight	lbs.
-----------------------------	---	-----	--------	-----	-----	--------	------

**3. OTHER PROPOSED INSURED—CHILD(REN)** (If additional space is needed, attach a separate sheet of paper.)

Legal Name ( <i>First, Middle, Last</i> )	Gender	Age	Date of Birth
	<input type="checkbox"/> Male <input type="checkbox"/> Female		/ /
	<input type="checkbox"/> Male <input type="checkbox"/> Female		/ /
	<input type="checkbox"/> Male <input type="checkbox"/> Female		/ /
	<input type="checkbox"/> Male <input type="checkbox"/> Female		/ /

**4. BENEFICIARIES** (If additional space is needed, attach a separate sheet of paper.)

Primary Beneficiary Name ( <i>First, Middle, Last</i> )	Relationship	Date of Birth	Share %
		/ /	
		/ /	
		/ /	
Contingent Beneficiary Name ( <i>First, Middle, Last</i> )	Relationship	Date of Birth	Share %
		/ /	
		/ /	
		/ /	

**5. FOR ALL COVERAGES, please answer the following questions.**

1. In the past 90 days, have you been working less than 30 hours per week or unable to perform any of the duties of your primary occupation? .....  Yes    No

If YES, please explain \_\_\_\_\_

2. Has any Proposed Insured ever been diagnosed or treated by a medical professional for acquired immune deficiency syndrome (AIDS), AIDS-related complex (ARC) or antibodies to human T-lymphotropic virus type III (HTLV); or had a positive test for human immunodeficiency virus (HIV) antibodies? .....  Yes    No

If YES, provide name(s) of person(s) \_\_\_\_\_



ACCIDENT INDEMNITY				
Plans	Insured Options	Benefit Options	Riders	Premium Amt.
<input type="checkbox"/> 24-hour Accident Indemnity  <input type="checkbox"/> Off-the-job Accident Indemnity	<input type="checkbox"/> Employee <input type="checkbox"/> Employee/Spouse <input type="checkbox"/> Employee/Child <input type="checkbox"/> Family	<input type="checkbox"/> 1 unit <input type="checkbox"/> 2 units	<input type="checkbox"/> Accident-only Disability Income Rider Benefit Period: <input type="checkbox"/> 6-month <input type="checkbox"/> 12-month Benefit Amount: <input type="checkbox"/> \$600 <input type="checkbox"/> \$1,200 <input type="checkbox"/> Wellness Benefit Rider <input type="checkbox"/> Other (specify) _____	

**HEALTH SECTION**

Please answer the following question if applying for Accident-only Disability Income Rider.

1. During the past **6 months**, has any Proposed Insured missed work for more than 5 consecutive days due to personal injury or illness (except pregnancy)? .....  Yes  No



**PRIMARY PROPOSED INSURED'S AGREEMENT**

I (We) agree that:

- a. I (We) have read the above questions and answers and declare that they are complete and true to the best of my (our) knowledge and belief. I (We) agree that this application shall form a part of the certificate if attached thereto.
- b. No agent is authorized or has power to change or waive any term, provision or condition of this application, or the certificate applied for, or to pass upon or approve insurability of any person for whom insurance is applied for.
- c. The insurance applied for shall be in force as of the certificate issue date as shown on the certificate schedule and not the date the application is signed. I understand that any premiums deducted before the issue date of the certificate(s) are pre-paid premiums and will be applied to coverage beginning on the issue date. If the certificate(s) is(are) not issued, Assurity will refund any premium deductions it receives.
- d. If no certificate is issued and delivered and no benefit is paid, all premiums paid will be returned. If the certificate is issued as applied for or a certificate amendment is accepted by the proposed owner, premium paid will be applied to that certificate.

**Any person to be covered for any specified disease may not be covered by the Title XIX program (Medicaid).**

**Any person who knowingly presents a false or fraudulent claim for payment of 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.**

Issue Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ MM/DD/YYYY

Signed at \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
City State Date (MM/DD/YYYY)

\_\_\_\_\_  
*Signature of Primary Proposed Insured*

**AGENT'S STATEMENT AND AGREEMENT**

I hereby certify that I have accurately recorded in this application all information supplied by the Primary Proposed Insured. The Primary Proposed Insured has read the completed application, or has had the completed application read to them.

\_\_\_\_\_  
Signature of Licensed Agent Date (MM/DD/YYYY) ( ) / ( ) Business Phone No. and Fax No.

\_\_\_\_\_  
Agent's Printed Name Agent No. Group No.



SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved 04/16/2012	Appendix 1 - Sample Premiums	G H1105 (AR)/G H1105C (AR), G H1106 (AR)/G H1106C (AR), R G1103 (AR)/R G1103C (AR), R G1104 (AR)/R G1104C (AR), R G1115/R G1115C	New		Rates - Group Accident Plan 120911.pdf

## Appendix 1

### Sample Premiums Assurity Life Insurance Company Base Forms G H1105 / G H1105C 24 Hour Policy Base Forms G H1106 / G H1106C Off-the-Job Policy

On and Off-the-Job Accidents	
Two Units	Annual Premium
Family	493.86
Single Parent	315.47
Employee and Spouse	354.98
Single	197.44
One Unit	Annual Premium
Family	382.26
Single Parent	245.40
Employee and Spouse	277.87
Single	156.02

Off-the-Job Accidents Only	
Two Units	Annual Premium
Family	433.08
Single Parent	273.50
Employee and Spouse	295.29
Single	154.76
One Unit	Annual Premium
Family	337.60
Single Parent	214.19
Employee and Spouse	233.83
Single	124.48

Accident-Only Disability Income Rider On and Off-the-Job Accidents Per \$100 of Monthly Benefit	
	Annual Premium
6-Month BP	16.82
12-Month BP	22.17

Accident-Only Disability Income Rider Off-the-Job Accidents Only Per \$100 of Monthly Benefit	
	Annual Premium
6-Month BP	10.93
12-Month BP	14.41

## Appendix 1

**Sample Premiums**  
**Assurity Life Insurance Company**  
**Base Forms G H1105 / G H1105C 24 Hour Policy**  
**Base Forms G H1106 / G H1106C Off-the-Job Policy**

<b>Wellness Benefit Rider</b>	
	<b>Annual Premium</b>
Family	100.55
Single Parent	61.95
Employee and Spouse	72.23
Single	38.63

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> Readability Certification.pdf	Approved	04/16/2012

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application <b>Bypass Reason:</b> Application is on the forms Schedule. <b>Comments:</b>	Approved	04/16/2012

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Actuarial Memorandum <b>Comments:</b> <b>Attachment:</b> Act Memo - Group Accident Plan 120911.pdf	Approved	04/16/2012

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> AR Notice <b>Comments:</b> <b>Attachment:</b> AR2379.pdf	Approved	04/16/2012

## READABILITY CERTIFICATION

I hereby certify the following forms were tested for readability using Microsoft® Word XP program and achieved the following test results:

**Company Name:** Assurity Life Insurance Company

**Form Number(s):** G H1105 et al

**Type of Form:** Whole Life Insurance

<b>Form No.</b>	<b>Description</b>	<b>Flesch Score</b>
G H1105 (AR)	Accident Expense Master Policy	52.2
G H1105C (AR)	Accident Expense Certificate of Insurance	51.9
G H1106 (AR)	Off-the-Job Accident Expense Master Policy	52.3
G H1106C (AR)	Off-the-Job Accident Expense Certificate of Insurance	51.9
R G1103 (AR)	Accident-Only Disability Income Master Rider	50.2
R G1103C (AR)	Accident-Only Disability Income Certificate Rider	50.5
R G1104 (AR)	Off-the-Job Accident-Only Disability Income Master Rider	50.2
R G1104C (AR)	Off-the-Job Accident-Only Disability Income Certificate Rider	50.6
R G1115 (AR)	Wellness Benefit Master Rider	52.6
R G1115C (AR)	Wellness Benefit Certificate Rider	55.2
47-200-02253	Worksite Group Health Insurance Application	50.9
47-202-02253	Accident Expense product page of Application	50.9
47-201-02253	Primary Proposed Insured's Agreement/Agent's Statement and Agreement	50.9



Signature

April 2, 2012

Date

Carol S. Watson  
Vice President, General Counsel & Secretary

**Policyholder Service Office of Company:**

ASSURITY LIFE INSURANCE COMPANY  
Box 82533, Lincoln, Nebraska 68501-2533  
1-800-627-7212

Name of Agent: SERVICING AGENT  
1526 K STREET

402-437-4345

If we at Assurity Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201  
(501) 371-2640 or (800) 852-5494

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

## Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
04/09/2012	Form	Accident Expense Master Policy	04/13/2012	GH1105AR.pdf (Superseded)
12/13/2011	Form	Accident Expense Master Policy	04/09/2012	GH1105AR.pdf (Superseded)
04/09/2012	Form	Accident Expense Certificate of Insurance	04/13/2012	GH1105CAR.pdf (Superseded)
12/13/2011	Form	Accident Expense Certificate of Insurance	04/09/2012	GH1105CAR.pdf (Superseded)
04/09/2012	Form	Off-the-Job Accident Expense Master Policy	04/13/2012	GH1106AR.pdf (Superseded)
12/13/2011	Form	Off-the-Job Accident Expense Master Policy	04/09/2012	GH1106AR.pdf (Superseded)
04/09/2012	Form	Off-the-Job Accident Expense Certificate of Insurance	04/13/2012	GH1106CAR.pdf (Superseded)
12/13/2011	Form	Off-the-Job Accident Expense Certificate of Insurance	04/09/2012	GH1106CAR.pdf (Superseded)
12/13/2011	Form	Accident-Only Disability Income Master Rider	04/13/2012	RG1103AR.pdf (Superseded)
12/13/2011	Form	Accident-Only Disability Income	04/13/2012	RG1103CAR.pdf

SERFF Tracking Number: SEFL-127892462 State: Arkansas  
 Filing Company: Assurity Life Insurance Company State Tracking Number:  
 Company Tracking Number: GROUP AE PRO  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group AE PRO  
 Project Name/Number: Group AE+/Group AE+

Certificate Rider (Superceded)

12/13/2011 Form Off-the-Job Accident-Only Disability 04/13/2012 RG1104AR.pdf (Superceded)  
Income Master Rider

12/13/2011 Form Off-the-Job Accident-Only Disability 04/13/2012 RG1104CAR.pdf  
Income Certificate Rider (Superceded)

12/13/2011 Form Accident Expense product page of 04/13/2012 47-202-02253.pdf  
Application (Superceded)



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533  
(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Accident Expense  
Master Policy**

This Policy is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Policy and the Certificates based on the Policyholder's and the Employee's applications and payment of premium when due. This Policy alone is the only contract under which payment will be made. Any difference between this Policy and the Certificates will be settled according to the provisions of this Policy.

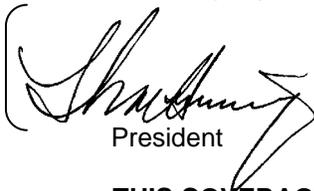
**RIGHT TO EXAMINE**

Each Certificate may be cancelled within 30 days of the Certificate's Issue Date by returning the Certificate to Our administrative office. As soon as the Certificate is received by Us, it is treated as if it was never issued. Any premium payment will be refunded when We receive the Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, each Employee may cancel their Certificate by notifying Us in writing to do so. The Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless the notice specifies a later date. Cancellation of the Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Policy on the Effective Date.

  
President

  
Secretary

**THIS COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY/CERTIFICATE  
If any Employee is eligible for Medicare, have them review the Guide to Health  
Insurance for People with Medicare, which is available from Us.**

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an accident expense Policy. It does not pay benefits for  
loss from sickness.**

Representative: [Alex Agent]  
Address: [123 Any Boulevard]  
[Anytown XX 12345-6789]

Telephone: [(123) 456-7890]

**TABLE OF CONTENTS**

Right to Examine .....	1	Exclusions .....	11
Right to Cancel.....	1	Persons Insured .....	12
Schedule .....	3	Persons Eligible on Certificate Issue Date .....	12
Definitions.....	4	Persons Who Become Eligible After the	
Premiums .....	6	Certificate Issue Date .....	12
Premium Payments .....	6	Automatic Coverage.....	12
Grace Period.....	6	Continuity of Coverage for Spouse .....	12
Reinstatement.....	6	Termination .....	12
Refund of Unearned Premium .....	6	Termination of Policy .....	12
Unpaid Premiums .....	6	Termination of Certificate .....	12
Benefits .....	6	Portability.....	13
Abdominal or Thoracic Surgery.....	6	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	14
Burn .....	7	Payment of Claim .....	14
Diagnostic Exams.....	7	Overpayment Reimbursement.....	14
Dislocation (separated joint) .....	8	Claim Review.....	14
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment .....	14
Gunshot Wound.....	9	Certificates.....	14
Hospital Admission .....	10	Change of Beneficiary .....	14
Hospital Confinement .....	10	Conformity with State and Federal Law .....	14
Hospital Intensive Care Unit Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	15
Knee Cartilage – Torn.....	10	Duty of Cooperation.....	15
Laceration .....	10	Entire Contract; Changes .....	15
Lodging .....	10	Legal Action .....	15
Physical Therapy Treatment.....	10	Misstatement of Age .....	15
Prosthetic Device/Artificial Limb .....	10	Physical Examination and Autopsy .....	15
Ruptured Disc.....	11	Time Limit on Certain Defenses .....	15
Tendon/Ligament/Rotator Cuff .....	11	Time of Coverage .....	15
Transportation.....	11	Worker’s Compensation .....	15

**SCHEDULE**

**FORM NO.      FORM NAME**

G H1105 (AR) Accident Expense Master Policy

[R G1103 (AR) Accident-Only Disability Income Master Rider

R G1115 (AR) Wellness Benefit Master Rider]

Policyholder:            [Group Master Name            ]

Policy Number: [Group Master Number]

Policy Effective Date: [Group Effective Date            ]

## DEFINITIONS

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by the Employee in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of this Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Certificate's Issue Date, (c) occurs while the Certificate is in force and (d) is not excluded by name or specific description in the Certificate.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on the Employee.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and Actively Employed with the Policyholder named in the Employee's application.

**Foster Child** means a minor over whom the Employee has been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility, or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis, and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit, or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward; (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement; (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means the Employee or any other person(s) insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule or rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit, and (c) provides care seven days per week, 24 hours per day.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by the Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved the Employee's reinstatement application and received any premiums due.

**Spouse** means the person to whom the Employee is lawfully married and, if also an Insured Person under the Certificate, was named on the Employee's application for the Certificate as their Spouse at the time they first applied for the Certificate, or who was added to the Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us** and **Our** mean Assurity Life Insurance Company.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any certificate rider premiums, if any. Premiums paid after the first premium are renewal premiums. We may change the premium rates after this Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under this Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. The Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. The Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate the Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, the Certificate will lapse (will not be in force). If the Employee wants the Certificate reinstated (to be in force again), they must apply for reinstatement in writing to Our administrative office within one year of the Certificate lapsing. Their application for reinstatement requires Our approval. If their application for reinstatement is approved, the Certificate may be reinstated with payment of any premium due. The Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline their application for reinstatement, the Certificate will be reinstated without approval 45 days after We receive their application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while the Certificate is in force.

**Refund of Unearned Premium.** If the Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of the Employee's death.

**Unpaid Premiums.** When a claim is paid under the Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate's Issue Date. Subsequent dislocations of the same joint after the Certificate's Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Policy of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate's Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by the Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to the Employee or, if under age 26, adopted by the Employee, placed for adoption with the Employee or placed as a Foster Child with the Employee shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with the Employee.

Except as provided above, any others who become eligible after the Certificate's Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If the Certificate includes coverage for the Employee's Spouse and the Employee dies, the Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after the Employee's death. The continued coverage will provide the Spouse the same coverage provided under the Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

**Termination of Policy.** Coverage will terminate and no benefits will be payable under this Policy, any Certificate or any attached riders when either the Policyholder or We cancel this Policy upon giving at least 61 days written notice to the other. We will not cancel this Policy prior to the end of the first year following the Policy Effective Date.

**Termination of Certificate.** Coverage will terminate and no benefits will be payable under the Certificate or any attached certificate riders on the earliest of the following:

- the date this Policy terminates;
- the date the Employee no longer meets the definition of Employee;
- when any premium due for the Certificate is not paid before the end of the Grace Period;
- the date We receive from the Employee or the Policyholder written notice to terminate the Certificate unless the notice specifies a later date;
- when the Employee establishes residence in a foreign country; or
- upon the Employee's death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when the Employee ends employment with the Policyholder or this Policy terminates. The Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide the Employee the same coverage provided under the Certificate at the time the Employee's coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because the Employee's Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under the Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on the Employee for support and maintenance. For the purposes of this provision, "chiefly dependent" means the eligible Dependent Child receives the majority of his or her financial support from the Employee.

We will require that the Employee provide proof that the Dependent Child is a disabled and dependent person upon the child's attainment of the limiting age. After two years following attainment of the limiting age, We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under the Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is the Employee's responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee was legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by the Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of the Certificate.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void the Certificate or any attached certificate riders, or be used to deny a claim unless the Employee made the statement in their application. We can only use application statements if We attach a copy of their application to the Certificate.

In the absence of fraud, statements made in the Employee's application are deemed representations and not warranties. Representations are statements that, to the best of the Employee's knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered the Employee's statements as warranties, We could cancel their Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** The Employee can transfer, or assign, some or all of the Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of the Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Certificates.** We will send the Certificates to the Policyholder to give to each Employee. The Certificate will state the insurance to which the Insured Person is entitled. It does not change the provisions of this Policy.

**Change of Beneficiary.** The Employee may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish written acknowledgement of the change of Beneficiary, the change becomes effective on the date the Employee signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and the state in which the Employee resides on the Issue Date apply. If this Policy conflicts with the laws of the federal government or the state in which the Employee resides on the Certificate's Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Policy, such determinations shall be final and conclusive.

**Duty of Cooperation.** The Employee and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of this Policy and the Certificates, which includes the Policyholder's and Employee's applications and any riders, endorsements, amendments or any other papers We have attached. No change in this Policy or the Certificates will be effective until approved by one of Our officers and unless such approval is endorsed and attached to this Policy or the Certificates. No sales representative has authority to change this Policy or the Certificates or to waive any of its provisions.

**Legal Action.** Neither the Policyholder nor the Employee can bring a legal action to recover benefits under this Policy for at least 60 days after the Policyholder or Employee has given Us written proof of loss. Neither the Policyholder nor the Employee can start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of the Certificate's issue state. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time the Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Policy is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **ACCIDENT EXPENSE MASTER POLICY**

**Company may change premium rates**

**READ THIS POLICY/CERTIFICATE CAREFULLY**



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533  
(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Accident Expense  
Master Policy**

This Policy is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Policy and the Certificates based on the Policyholder's and the Employee's applications and payment of premium when due. This Policy alone is the only contract under which payment will be made. Any difference between this Policy and the Certificates will be settled according to the provisions of this Policy.

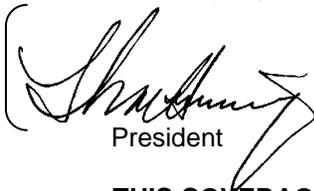
**RIGHT TO EXAMINE**

Each Certificate may be cancelled within 30 days of the Certificate's Issue Date by returning the Certificate to Our administrative office. As soon as the Certificate is received by Us, it is treated as if it was never issued. Any premium payment will be refunded when We receive the Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, each Employee may cancel their Certificate by notifying Us in writing to do so. The Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless the notice specifies a later date. Cancellation of the Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Policy on the Effective Date.

  
President

  
Secretary

**THIS COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY/CERTIFICATE  
If any Employee is eligible for Medicare, have them review the Guide to Health  
Insurance for People with Medicare, which is available from Us.**

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an accident expense Policy. It does not pay benefits for  
loss from sickness.**

Representative: [Alex Agent]  
Address: [123 Any Boulevard]  
[Anytown XX 12345-6789]

Telephone: [(123) 456-7890]

**TABLE OF CONTENTS**

Right to Examine .....	1	Exclusions .....	11
Right to Cancel.....	1	Persons Insured .....	12
Schedule .....	3	Persons Eligible on Certificate Issue Date .....	12
Definitions.....	4	Persons Who Become Eligible After the	
Premiums .....	6	Certificate Issue Date .....	12
Premium Payments .....	6	Automatic Coverage.....	12
Grace Period.....	6	Continuity of Coverage for Spouse .....	12
Reinstatement.....	6	Termination .....	12
Refund of Unearned Premium .....	6	Termination of Policy .....	12
Unpaid Premiums .....	6	Termination of Certificate .....	12
Benefits .....	6	Portability.....	13
Abdominal or Thoracic Surgery.....	6	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	14
Burn .....	7	Payment of Claim .....	14
Diagnostic Exams.....	7	Overpayment Reimbursement.....	14
Dislocation (separated joint) .....	8	Claim Review.....	14
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment .....	14
Gunshot Wound.....	9	Certificates.....	14
Hospital Admission .....	10	Change of Beneficiary .....	14
Hospital Confinement .....	10	Conformity with State and Federal Law .....	14
Hospital Intensive Care Unit Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	15
Knee Cartilage – Torn.....	10	Duty of Cooperation.....	15
Laceration .....	10	Entire Contract; Changes .....	15
Lodging .....	10	Legal Action .....	15
Physical Therapy Treatment.....	10	Misstatement of Age .....	15
Prosthetic Device/Artificial Limb .....	10	Physical Examination and Autopsy .....	15
Ruptured Disc.....	11	Time Limit on Certain Defenses .....	15
Tendon/Ligament/Rotator Cuff .....	11	Time of Coverage .....	15
Transportation.....	11	Worker’s Compensation .....	15

**SCHEDULE**

**FORM NO.      FORM NAME**

G H1105 (AR) Accident Expense Master Policy

[R G1103 (AR) Accident-Only Disability Income Master Rider

R G1115 (AR) Wellness Benefit Master Rider]

Policyholder:            [Group Master Name            ]

Policy Number: [Group Master Number]

Policy Effective Date: [Group Effective Date            ]

## DEFINITIONS

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by the Employee in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of this Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Certificate's Issue Date, (c) occurs while the Certificate is in force and (d) is not excluded by name or specific description in the Certificate.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on the Employee.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and Actively Employed with the Policyholder named in the Employee's application.

**Foster Child** means a minor over whom the Employee has been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility, or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis, and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit, or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward; (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement; (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means the Employee or any other person(s) insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule or rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit, and (c) provides care seven days per week, 24 hours per day.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by the Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved the Employee's reinstatement application and received any premiums due.

**Spouse** means the person to whom the Employee is lawfully married and, if also an Insured Person under the Certificate, was named on the Employee's application for the Certificate as their Spouse at the time they first applied for the Certificate, or who was added to the Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us** and **Our** mean Assurity Life Insurance Company.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any certificate rider premiums, if any. Premiums paid after the first premium are renewal premiums. We may change the premium rates after this Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under this Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. The Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. The Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate the Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, the Certificate will lapse (will not be in force). If the Employee wants the Certificate reinstated (to be in force again), they must apply for reinstatement in writing to Our administrative office within one year of the Certificate lapsing. Their application for reinstatement requires Our approval. If their application for reinstatement is approved, the Certificate may be reinstated with payment of any premium due. The Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline their application for reinstatement, the Certificate will be reinstated without approval 45 days after We receive their application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while the Certificate is in force.

**Refund of Unearned Premium.** If the Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of the Employee's death.

**Unpaid Premiums.** When a claim is paid under the Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate's Issue Date. Subsequent dislocations of the same joint after the Certificate's Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Policy of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate's Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by the Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to the Employee or, if under age 26, adopted by the Employee, placed for adoption with the Employee or placed as a Foster Child with the Employee shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with the Employee.

Except as provided above, any others who become eligible after the Certificate's Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If the Certificate includes coverage for the Employee's Spouse and the Employee dies, the Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after the Employee's death. The continued coverage will provide the Spouse the same coverage provided under the Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

**Termination of Policy.** Coverage will terminate and no benefits will be payable under this Policy, any Certificate or any attached riders when either the Policyholder or We cancel this Policy upon giving at least 61 days written notice to the other. We will not cancel this Policy prior to the end of the first year following the Policy Effective Date.

**Termination of Certificate.** Coverage will terminate and no benefits will be payable under the Certificate or any attached certificate riders on the earliest of the following:

- the date this Policy terminates;
- the date the Employee no longer meets the definition of Employee;
- when any premium due for the Certificate is not paid before the end of the Grace Period;
- the date We receive from the Employee or the Policyholder written notice to terminate the Certificate unless the notice specifies a later date;
- when the Employee establishes residence in a foreign country; or
- upon the Employee's death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when the Employee ends employment with the Policyholder or this Policy terminates. The Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide the Employee the same coverage provided under the Certificate at the time the Employee's coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because the Employee's Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under the Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on the Employee for support and maintenance. For the purposes of this provision, "chiefly dependent" means the eligible Dependent Child receives the majority of his or her financial support from the Employee.

We will require that the Employee provide proof that the Dependent Child is a disabled and dependent person within 31 days of the child's attainment of the limiting age. After two years following attainment of the limiting age, We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under the Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is the Employee's responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee was legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by the Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of the Certificate.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void the Certificate or any attached certificate riders, or be used to deny a claim unless the Employee made the statement in their application. We can only use application statements if We attach a copy of their application to the Certificate.

In the absence of fraud, statements made in the Employee's application are deemed representations and not warranties. Representations are statements that, to the best of the Employee's knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered the Employee's statements as warranties, We could cancel their Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** The Employee can transfer, or assign, some or all of the Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of the Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Certificates.** We will send the Certificates to the Policyholder to give to each Employee. The Certificate will state the insurance to which the Insured Person is entitled. It does not change the provisions of this Policy.

**Change of Beneficiary.** The Employee may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish written acknowledgement of the change of Beneficiary, the change becomes effective on the date the Employee signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and the state in which the Employee resides on the Issue Date apply. If this Policy conflicts with the laws of the federal government or the state in which the Employee resides on the Certificate's Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Policy, such determinations shall be final and conclusive.

**Duty of Cooperation.** The Employee and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of this Policy and the Certificates, which includes the Policyholder's and Employee's applications and any riders, endorsements, amendments or any other papers We have attached. No change in this Policy or the Certificates will be effective until approved by one of Our officers and unless such approval is endorsed and attached to this Policy or the Certificates. No sales representative has authority to change this Policy or the Certificates or to waive any of its provisions.

**Legal Action.** Neither the Policyholder nor the Employee can bring a legal action to recover benefits under this Policy for at least 60 days after the Policyholder or Employee has given Us written proof of loss. Neither the Policyholder nor the Employee can start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of the Certificate's issue state. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time the Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Policy is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **ACCIDENT EXPENSE MASTER POLICY**

**Company may change premium rates**

**READ THIS POLICY/CERTIFICATE CAREFULLY**



**ASSURITY<sup>®</sup> LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Accident Expense  
Certificate of Insurance**

This Certificate is a part of the Policy that is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Certificate based on Your application and payment of premium when due. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

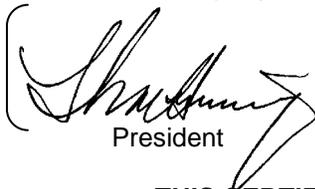
**RIGHT TO EXAMINE**

You may cancel this Certificate within 30 days of the Issue Date by returning this Certificate to Our administrative office. As soon as this Certificate is received by Us, it is treated as if it was never issued. Your premium payment will be refunded when We receive this Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, You may cancel this Certificate by notifying Us in writing that You wish to do so. This Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless Your notice specifies a later date. Cancellation of this Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Certificate on the Issue Date.

  
President

  
Secretary

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE**  
If You are eligible for Medicare, review the Guide to Health Insurance  
for People with Medicare, which is available from Us.

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an accident expense Certificate. It does not pay benefits for  
loss from sickness.**

## TABLE OF CONTENTS

Right to Examine .....	1	Benefits (continued)	
Right to Cancel.....	1	Transportation.....	11
Schedule .....	3	Exclusions .....	11
Definitions.....	4	Persons Insured .....	12
Premiums .....	6	Persons Eligible on Certificate Issue Date .....	12
Premium Payments .....	6	Persons Who Become Eligible After the	
Grace Period.....	6	Certificate Issue Date .....	12
Reinstatement.....	6	Automatic Coverage.....	12
Refund of Unearned Premium .....	6	Continuity of Coverage for Spouse .....	12
Unpaid Premiums .....	6	Termination .....	12
Benefits .....	6	Portability.....	12
Abdominal or Thoracic Surgery.....	6	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	13
Burn .....	7	Payment of Claim .....	13
Diagnostic Exams.....	7	Overpayment Reimbursement.....	14
Dislocation (separated joint) .....	8	Claim Review.....	14
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment.....	14
Gunshot Wound.....	9	Change of Beneficiary .....	14
Hospital Admission .....	10	Conformity with State and Federal Law .....	14
Hospital Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	14
Hospital Intensive Care Unit Confinement .....	10	Duty of Cooperation.....	14
Knee Cartilage – Torn.....	10	Entire Contract; Changes .....	15
Laceration .....	10	Legal Action .....	15
Lodging .....	10	Misstatement of Age .....	15
Physical Therapy Treatment.....	10	Physical Examination and Autopsy .....	15
Prosthetic Device/Artificial Limb .....	11	Time Limit on Certain Defenses .....	15
Ruptured Disc.....	11	Time of Coverage .....	15
Tendon/Ligament/Rotator Cuff .....	11	Worker's Compensation .....	15



## DEFINITIONS

**Actively Employed** means You must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by You in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of the Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury (b) occurs after the Certificate Issue Date, (c) occurs while this Certificate is in force and (d) is not excluded by name or specific description in this Certificate.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on You.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must: (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and is Actively Employed with the Policyholder named in Your application.

**Foster Child** means a minor over whom You have been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means You or any other person(s) insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule or certificate rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit and (c) provides care seven days per week, 24 hours per day.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by this Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved Your reinstatement application and received any premiums due.

**Spouse** means the person to whom You are lawfully married and, if also an Insured Person under this Certificate, was named on Your application for this Certificate as Your Spouse at the time You first applied for this Certificate, or who was added to this Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us** and **Our** mean Assurity Life Insurance Company.

**You** and **Your** mean the Employee who is the primary Insured Person listed on the Certificate Schedule.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any certificate rider premiums. Premiums paid after the first premium are renewal premiums. We may change the premium rates after the Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. This Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. This Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate this Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, this Certificate will lapse (will not be in force). If You want this Certificate reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this Certificate lapsing. Your application for reinstatement requires Our approval. If Your application for reinstatement is approved, this Certificate may be reinstated with payment of any premium due. This Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline Your application for reinstatement, this Certificate will be reinstated without approval 45 days after We receive Your application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while this Certificate is in force.

**Refund of Unearned Premium.** If this Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of Your death.

**Unpaid Premiums.** When a claim is paid under this Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate Issue Date. Subsequent dislocations of the same joint after the Certificate Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Certificate of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by this Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to You or, if under age 26, adopted by You, placed for adoption with You or placed as a Foster Child with You shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with You.

Except as provided above, any others who become eligible after the Certificate Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If this Certificate includes coverage for Your Spouse and You die, Your Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after Your death. The continued coverage will provide the Spouse the same coverage provided under this Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

Coverage will terminate and no benefits will be payable under this Certificate or any attached certificate riders on the earliest of the following:

- the date the Policy terminates;
- the date You no longer meet the definition of Employee;
- when any premium due for this Certificate is not paid before the end of the Grace Period;
- the date We receive from You or the Policyholder written notice to terminate this Certificate unless the notice specifies a later date;
- when You establish residence in a foreign country; or
- upon Your death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when Your employment ends with the Policyholder or the Policy terminates. This Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide You the same coverage provided under this Certificate at the time Your coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because Your Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under this Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on You for support and maintenance. For the purposes of this provision, “chiefly dependent” means the eligible Dependent Child receives the majority of his or her financial support from You.

We will require that You provide proof that the Dependent Child is a disabled and dependent person upon the child’s attainment of the limiting age. After two years following attainment of the limiting age. We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under this Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is Your responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## CLAIM PROCEDURES

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person’s name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by this Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of this Certificate.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void this Certificate or any attached certificate riders, or be used to deny a claim unless You made the statement in Your application. We can only use application statements if We attach a copy of Your application to this Certificate.

In the absence of fraud, statements made in Your application are deemed representations and not warranties. Representations are statements that, to the best of Your knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered Your statements as warranties, We could cancel Your Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** You can transfer, or assign, some or all of Your Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Change of Beneficiary.** You may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish You written acknowledgement of the change of Beneficiary, the change becomes effective on the date You signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and Your state of residence on the Issue Date apply. If this Certificate conflicts with the laws of the federal government or Your state on the Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Certificate provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Certificate and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Certificate, such determinations shall be final and conclusive.

**Duty of Cooperation.** You and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of the Policy and this Certificate, which includes the Policyholder's and Your application and any riders, endorsements, amendments or any other papers We have attached. No change in the Policy or this Certificate will be effective until approved by one of Our officers and unless such approval is endorsed and attached to the Policy or this Certificate. No sales representative has authority to change the Policy or this Certificate or to waive any of its provisions.

**Legal Action.** You cannot bring a legal action to recover benefits under this Certificate for at least 60 days after You have given Us written proof of loss. You cannot start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in Your application (which includes any papers signed or information provided to get this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of Your permanent residence. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time this Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Certificate is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **ACCIDENT EXPENSE CERTIFICATE OF INSURANCE**

**Company may change premium rates**

**READ YOUR CERTIFICATE CAREFULLY**



**ASSURITY<sup>®</sup> LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533  
(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Accident Expense  
Certificate of Insurance**

This Certificate is a part of the Policy that is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Certificate based on Your application and payment of premium when due. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

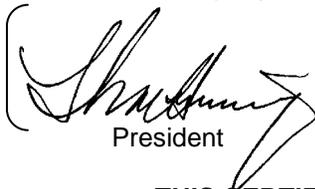
**RIGHT TO EXAMINE**

You may cancel this Certificate within 30 days of the Issue Date by returning this Certificate to Our administrative office. As soon as this Certificate is received by Us, it is treated as if it was never issued. Your premium payment will be refunded when We receive this Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, You may cancel this Certificate by notifying Us in writing that You wish to do so. This Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless Your notice specifies a later date. Cancellation of this Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Certificate on the Issue Date.

  
President

  
Secretary

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE**  
If You are eligible for Medicare, review the Guide to Health Insurance  
for People with Medicare, which is available from Us.

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an accident expense Certificate. It does not pay benefits for  
loss from sickness.**

## TABLE OF CONTENTS

Right to Examine .....	1	Benefits (continued)	
Right to Cancel.....	1	Transportation.....	11
Schedule .....	3	Exclusions .....	11
Definitions.....	4	Persons Insured .....	12
Premiums .....	6	Persons Eligible on Certificate Issue Date .....	12
Premium Payments .....	6	Persons Who Become Eligible After the	
Grace Period.....	6	Certificate Issue Date .....	12
Reinstatement.....	6	Automatic Coverage.....	12
Refund of Unearned Premium .....	6	Continuity of Coverage for Spouse .....	12
Unpaid Premiums .....	6	Termination .....	12
Benefits .....	6	Portability.....	12
Abdominal or Thoracic Surgery.....	6	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	13
Burn .....	7	Payment of Claim .....	13
Diagnostic Exams.....	7	Overpayment Reimbursement.....	14
Dislocation (separated joint) .....	8	Claim Review.....	14
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment.....	14
Gunshot Wound.....	9	Change of Beneficiary .....	14
Hospital Admission .....	10	Conformity with State and Federal Law .....	14
Hospital Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	14
Hospital Intensive Care Unit Confinement .....	10	Duty of Cooperation.....	14
Knee Cartilage – Torn.....	10	Entire Contract; Changes .....	15
Laceration .....	10	Legal Action .....	15
Lodging .....	10	Misstatement of Age .....	15
Physical Therapy Treatment.....	10	Physical Examination and Autopsy .....	15
Prosthetic Device/Artificial Limb .....	11	Time Limit on Certain Defenses .....	15
Ruptured Disc.....	11	Time of Coverage .....	15
Tendon/Ligament/Rotator Cuff .....	11	Worker's Compensation .....	15

**SCHEDULE**

<b>FORM NO.</b>	<b>FORM NAME</b>	<b>INITIAL ANNUAL PREMIUM</b>
G H1105C (AR)	Accident Expense Certificate of Insurance	\$[            ]
	<b>Accidental Death Benefit</b>	
	Primary Insured: \$[25,000/50,000]	
	Spouse: \$[10,000/20,000]	
	Child: \$[5,000/10,000]	
	<b>Accidental Death Benefit – Common Carrier Accidents</b>	
	Primary Insured: \$[50,000/100,000]	
	Spouse: \$[20,000/40,000]	
	Child: \$[10,000/20,000]	
[R G1103C (AR)	Accident-Only Disability Income Certificate Rider	\$[            ]
R G1115C (AR)	Wellness Benefit Certificate Rider	\$[            ]]

Policyholder: [Group Master Name ] Policy Number: [Group Master Number]

Insured Person(s): [John Doe ] (primary) Certificate Number: [0123456789]  
[Jane Doe ] Issue Date: [September 1, 2011]  
[Jamie Doe ] Initial Premium: [\$            ]  
[Jason Doe ] Premium Mode: [1 month]

## DEFINITIONS

**Actively Employed** means You must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by You in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of the Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury (b) occurs after the Certificate Issue Date, (c) occurs while this Certificate is in force and (d) is not excluded by name or specific description in this Certificate.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on You.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must: (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and is Actively Employed with the Policyholder named in Your application.

**Foster Child** means a minor over whom You have been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means You or any other person(s) insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule or certificate rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit and (c) provides care seven days per week, 24 hours per day.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by this Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved Your reinstatement application and received any premiums due.

**Spouse** means the person to whom You are lawfully married and, if also an Insured Person under this Certificate, was named on Your application for this Certificate as Your Spouse at the time You first applied for this Certificate, or who was added to this Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us and Our** mean Assurity Life Insurance Company.

**You and Your** mean the Employee who is the primary Insured Person listed on the Certificate Schedule.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any certificate rider premiums. Premiums paid after the first premium are renewal premiums. We may change the premium rates after the Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. This Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. This Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate this Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, this Certificate will lapse (will not be in force). If You want this Certificate reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this Certificate lapsing. Your application for reinstatement requires Our approval. If Your application for reinstatement is approved, this Certificate may be reinstated with payment of any premium due. This Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline Your application for reinstatement, this Certificate will be reinstated without approval 45 days after We receive Your application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while this Certificate is in force.

**Refund of Unearned Premium.** If this Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of Your death.

**Unpaid Premiums.** When a claim is paid under this Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate Issue Date. Subsequent dislocations of the same joint after the Certificate Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Certificate of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by this Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to You or, if under age 26, adopted by You, placed for adoption with You or placed as a Foster Child with You shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with You.

Except as provided above, any others who become eligible after the Certificate Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If this Certificate includes coverage for Your Spouse and You die, Your Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after Your death. The continued coverage will provide the Spouse the same coverage provided under this Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

Coverage will terminate and no benefits will be payable under this Certificate or any attached certificate riders on the earliest of the following:

- the date the Policy terminates;
- the date You no longer meet the definition of Employee;
- when any premium due for this Certificate is not paid before the end of the Grace Period;
- the date We receive from You or the Policyholder written notice to terminate this Certificate unless the notice specifies a later date;
- when You establish residence in a foreign country; or
- upon Your death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when Your employment ends with the Policyholder or the Policy terminates. This Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide You the same coverage provided under this Certificate at the time Your coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because Your Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under this Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on You for support and maintenance. For the purposes of this provision, “chiefly dependent” means the eligible Dependent Child receives the majority of his or her financial support from You.

We will require that You provide proof that the Dependent Child is a disabled and dependent person within 31 days of the child’s attainment of the limiting age. After two years following attainment of the limiting age. We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under this Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is Your responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## CLAIM PROCEDURES

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person’s name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by this Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of this Certificate.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void this Certificate or any attached certificate riders, or be used to deny a claim unless You made the statement in Your application. We can only use application statements if We attach a copy of Your application to this Certificate.

In the absence of fraud, statements made in Your application are deemed representations and not warranties. Representations are statements that, to the best of Your knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered Your statements as warranties, We could cancel Your Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** You can transfer, or assign, some or all of Your Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Change of Beneficiary.** You may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish You written acknowledgement of the change of Beneficiary, the change becomes effective on the date You signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and Your state of residence on the Issue Date apply. If this Certificate conflicts with the laws of the federal government or Your state on the Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Certificate provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Certificate and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Certificate, such determinations shall be final and conclusive.

**Duty of Cooperation.** You and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of the Policy and this Certificate, which includes the Policyholder's and Your application and any riders, endorsements, amendments or any other papers We have attached. No change in the Policy or this Certificate will be effective until approved by one of Our officers and unless such approval is endorsed and attached to the Policy or this Certificate. No sales representative has authority to change the Policy or this Certificate or to waive any of its provisions.

**Legal Action.** You cannot bring a legal action to recover benefits under this Certificate for at least 60 days after You have given Us written proof of loss. You cannot start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in Your application (which includes any papers signed or information provided to get this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of Your permanent residence. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time this Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Certificate is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **ACCIDENT EXPENSE CERTIFICATE OF INSURANCE**

**Company may change premium rates**

**READ YOUR CERTIFICATE CAREFULLY**



**ASSURITY<sup>®</sup> LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Off-the-Job  
Accident Expense  
Master Policy**

This Policy is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Policy and the Certificates based on the Policyholder's and the Employee's applications and payment of premium when due. This Policy alone is the only contract under which payment will be made. Any difference between this Policy and the Certificates will be settled according to the provisions of this Policy.

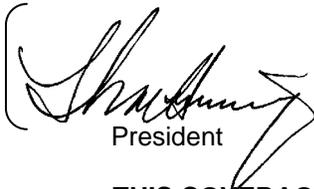
**RIGHT TO EXAMINE**

Each Certificate may be cancelled within 30 days of the Certificate's Issue Date by returning the Certificate to Our administrative office. As soon as the Certificate is received by Us, it is treated as if it was never issued. Any premium payment will be refunded when We receive the Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, each Employee may cancel their Certificate by notifying Us in writing to do so. The Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless the notice specifies a later date. Cancellation of the Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Policy on the Effective Date

  
President

  
Secretary

**THIS COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY/CERTIFICATE  
If any Employee is eligible for Medicare, have them review the Guide to Health  
Insurance for People with Medicare, which is available from Us.**

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an Off-the-Job accident expense Policy. It does not pay benefits for  
loss from sickness or for Injuries incurred while working for wage or profit.**

Representative: [Alex Agent]  
Address: [123 Any Boulevard]  
[Anytown XX 12345-6789]

Telephone: [(123) 456-7890]

## TABLE OF CONTENTS

Right to Examine .....	1	Exclusions .....	11
Right to Cancel .....	1	Persons Insured .....	12
Schedule .....	3	Persons Eligible on Certificate Issue Date .....	12
Definitions .....	4	Persons Who Become Eligible After the	
Premiums .....	6	Certificate Issue Date .....	12
Premium Payments .....	6	Automatic Coverage.....	12
Grace Period.....	6	Continuity of Coverage for Spouse .....	12
Reinstatement.....	6	Termination .....	12
Refund of Unearned Premium .....	6	Termination of Policy .....	12
Unpaid Premiums .....	6	Termination of Certificate .....	12
Benefits .....	6	Portability .....	13
Abdominal or Thoracic Surgery .....	7	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death .....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance .....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets .....	7	Time of Loss .....	14
Burn .....	7	Payment of Claim .....	14
Diagnostic Exams .....	7	Overpayment Reimbursement.....	14
Dislocation (separated joint) .....	8	Claim Review.....	14
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment .....	14
Gunshot Wound.....	9	Certificates .....	14
Hospital Admission .....	10	Change of Beneficiary .....	14
Hospital Confinement .....	10	Conformity with State and Federal Law .....	14
Hospital Intensive Care Unit Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	15
Knee Cartilage – Torn.....	10	Duty of Cooperation.....	15
Laceration .....	10	Entire Contract; Changes .....	15
Lodging .....	10	Legal Action .....	15
Physical Therapy Treatment.....	10	Misstatement of Age .....	15
Prosthetic Device/Artificial Limb .....	10	Physical Examination and Autopsy .....	15
Ruptured Disc.....	11	Time Limit on Certain Defenses .....	15
Tendon/Ligament/Rotator Cuff .....	11	Time of Coverage .....	15
Transportation.....	11	Worker's Compensation .....	16

**SCHEDULE**

**FORM NO.      FORM NAME**

G H1106 (AR) Off-the-Job Accident Expense Master Policy

[R G1104 (AR) Off-the-Job Accident-Only Disability Income Master Rider

R G1115 (AR) Wellness Benefit Master Rider]

Policyholder:            [Group Master Name            ]

Policy Number: [Group Master Number]

Policy Effective Date: [Group Effective Date            ]

## DEFINITIONS

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by the Employee in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of this Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Certificate's Issue Date, (c) occurs while the Certificate is in force, (d) is not excluded by name or specific description in the Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on the Employee.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and Actively Employed with the Policyholder named in the Employee's application.

**Foster Child** means a minor over whom the Employee has been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility, or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis, and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit, or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward; (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement; (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means the Employee or any other person(s) insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule or certificate rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit, and (c) provides care seven days per week, 24 hours per day.

**Off-the-Job** means while an Insured Person is not working at any job for wage or profit, even if not with this Policyholder.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by the Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved the Employee's reinstatement application and received any premiums due.

**Spouse** means the person to whom the Employee is lawfully married and, if also an Insured Person under the Certificate, was named on the Employee's application for the Certificate as their Spouse at the time they first applied for the Certificate, or who was added to the Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us** and **Our** mean Assurity Life Insurance Company.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any certificate rider premiums. Premiums paid after the first premium are renewal premiums. We may change the premium rates after this Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under this Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. The Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. The Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate the Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, the Certificate will lapse (will not be in force). If the Employee wants the Certificate reinstated (to be in force again), they must apply for reinstatement in writing to Our administrative office within one year of the Certificate lapsing. Their application for reinstatement requires Our approval. If their application for reinstatement is approved, the Certificate may be reinstated with payment of any premium due. The Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline their application for reinstatement, the Certificate will be reinstated without approval 45 days after We receive their application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while the Certificate is in force.

**Refund of Unearned Premium.** If the Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of the Employee's death.

**Unpaid Premiums.** When a claim is paid under the Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate's Issue Date. Subsequent dislocations of the same joint after the Certificate's Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Policy of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate's Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by the Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to the Employee or, if under age 26, adopted by the Employee, placed for adoption with the Employee or placed as a Foster Child with the Employee shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with the Employee.

Except as provided above, any others who become eligible after the Certificate's Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If the Certificate includes coverage for the Employee's Spouse and the Employee dies, the Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after the Employee's death. The continued coverage will provide the Spouse the same coverage provided under the Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

**Termination of Policy.** Coverage will terminate and no benefits will be payable under this Policy, any Certificate or any attached riders when either the Policyholder or We cancel this Policy upon giving at least 61 days written notice to the other. We will not cancel this Policy prior to the end of the first year following the Policy Effective Date.

**Termination of Certificate.** Coverage will terminate and no benefits will be payable under the Certificate or any attached certificate riders on the earliest of the following:

- the date this Policy terminates;
- the date the Employee no longer meets the definition of Employee;
- when any premium due for the Certificate is not paid before the end of the Grace Period;
- the date We receive from the Employee or the Policyholder written notice to terminate the Certificate unless the notice specifies a later date;
- when the Employee establishes residence in a foreign country; or
- upon the Employee's death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when the Employee ends employment with the Policyholder or this Policy terminates. The Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide the Employee the same coverage provided under the Certificate at the time the Employee's coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because the Employee's Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under the Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on the Employee for support and maintenance. For the purposes of this provision, "chiefly dependent" means the eligible Dependent Child receives the majority of his or her financial support from the Employee.

We will require that the Employee provide proof that the Dependent Child is a disabled and dependent person upon the child's attainment of the limiting age. After two years following attainment of the limiting age, We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under the Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is the Employee's responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee was legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by the Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of the Certificate.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void the Certificate or any attached certificate riders, or be used to deny a claim unless the Employee made the statement in their application. We can only use application statements if We attach a copy of their application to the Certificate.

In the absence of fraud, statements made in the Employee's application are deemed representations and not warranties. Representations are statements that, to the best of the Employee's knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered the Employee's statements as warranties, We could cancel their Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** The Employee can transfer, or assign, some or all of the Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of the Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Certificates.** We will send the Certificates to the Policyholder to give to each Employee. The Certificate will state the insurance to which the Insured Person is entitled. It does not change the provisions of this Policy.

**Change of Beneficiary.** The Employee may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish written acknowledgement of the change of Beneficiary, the change becomes effective on the date the Employee signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and the state in which the Employee resides on the Issue Date apply. If this Policy conflicts with the laws of the federal government or the state in which the Employee resides on the Certificate's Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Policy, such determinations shall be final and conclusive.

**Duty of Cooperation.** The Employee and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of this Policy and the Certificates, which includes the Policyholder's and Employee's applications and any riders, endorsements, amendments or any other papers We have attached. No change in this Policy or the Certificates will be effective until approved by one of Our officers and unless such approval is endorsed and attached to this Policy or the Certificates. No sales representative has authority to change this Policy or the Certificates or to waive any of its provisions.

**Legal Action.** Neither the Policyholder nor the Employee can bring a legal action to recover benefits under this Policy for at least 60 days after the Policyholder or Employee has given Us written proof of loss. Neither the Policyholder nor the Employee can start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of the Certificate's issue state. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time the Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Policy is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **OFF-THE-JOB ACCIDENT EXPENSE MASTER POLICY**

**Company may change premium rates**

**READ THIS POLICY/CERTIFICATE CAREFULLY**



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Off-the-Job  
Accident Expense  
Master Policy**

This Policy is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Policy and the Certificates based on the Policyholder's and the Employee's applications and payment of premium when due. This Policy alone is the only contract under which payment will be made. Any difference between this Policy and the Certificates will be settled according to the provisions of this Policy.

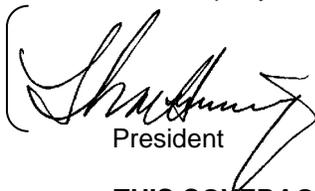
**RIGHT TO EXAMINE**

Each Certificate may be cancelled within 30 days of the Certificate's Issue Date by returning the Certificate to Our administrative office. As soon as the Certificate is received by Us, it is treated as if it was never issued. Any premium payment will be refunded when We receive the Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, each Employee may cancel their Certificate by notifying Us in writing to do so. The Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless the notice specifies a later date. Cancellation of the Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Policy on the Effective Date

  
President

  
Secretary

**THIS COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY/CERTIFICATE  
If any Employee is eligible for Medicare, have them review the Guide to Health  
Insurance for People with Medicare, which is available from Us.**

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an Off-the-Job accident expense Policy. It does not pay benefits for  
loss from sickness or for Injuries incurred while working for wage or profit.**

Representative: [Alex Agent]  
Address: [123 Any Boulevard]  
[Anytown XX 12345-6789]

Telephone: [(123) 456-7890]

## TABLE OF CONTENTS

Right to Examine .....	1	Exclusions .....	11
Right to Cancel.....	1	Persons Insured .....	12
Schedule .....	3	Persons Eligible on Certificate Issue Date .....	12
Definitions.....	4	Persons Who Become Eligible After the	
Premiums .....	6	Certificate Issue Date .....	12
Premium Payments .....	6	Automatic Coverage.....	12
Grace Period.....	6	Continuity of Coverage for Spouse .....	12
Reinstatement.....	6	Termination .....	12
Refund of Unearned Premium .....	6	Termination of Policy .....	12
Unpaid Premiums .....	6	Termination of Certificate .....	12
Benefits .....	6	Portability.....	13
Abdominal or Thoracic Surgery.....	7	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	14
Burn .....	7	Payment of Claim .....	14
Diagnostic Exams.....	7	Overpayment Reimbursement.....	14
Dislocation (separated joint) .....	8	Claim Review.....	14
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment .....	14
Gunshot Wound.....	9	Certificates.....	14
Hospital Admission .....	10	Change of Beneficiary .....	14
Hospital Confinement .....	10	Conformity with State and Federal Law .....	14
Hospital Intensive Care Unit Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	15
Knee Cartilage – Torn.....	10	Duty of Cooperation.....	15
Laceration .....	10	Entire Contract; Changes .....	15
Lodging .....	10	Legal Action .....	15
Physical Therapy Treatment.....	10	Misstatement of Age .....	15
Prosthetic Device/Artificial Limb .....	10	Physical Examination and Autopsy .....	15
Ruptured Disc.....	11	Time Limit on Certain Defenses .....	15
Tendon/Ligament/Rotator Cuff .....	11	Time of Coverage .....	15
Transportation.....	11	Worker's Compensation .....	16

**SCHEDULE**

**FORM NO.      FORM NAME**

G H1106 (AR) Off-the-Job Accident Expense Master Policy

[R G1104 (AR) Off-the-Job Accident-Only Disability Income Master Rider

R G1115 (AR) Wellness Benefit Master Rider]

Policyholder:            [Group Master Name            ]

Policy Number: [Group Master Number]

Policy Effective Date: [Group Effective Date            ]

## DEFINITIONS

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by the Employee in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of this Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Certificate's Issue Date, (c) occurs while the Certificate is in force, (d) is not excluded by name or specific description in the Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on the Employee.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and Actively Employed with the Policyholder named in the Employee's application.

**Foster Child** means a minor over whom the Employee has been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility, or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis, and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit, or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward; (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement; (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means the Employee or any other person(s) insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of the Certificate or any attached certificate riders as listed on the Certificate Schedule or certificate rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit, and (c) provides care seven days per week, 24 hours per day.

**Off-the-Job** means while an Insured Person is not working at any job for wage or profit, even if not with this Policyholder.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by the Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved the Employee's reinstatement application and received any premiums due.

**Spouse** means the person to whom the Employee is lawfully married and, if also an Insured Person under the Certificate, was named on the Employee's application for the Certificate as their Spouse at the time they first applied for the Certificate, or who was added to the Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us** and **Our** mean Assurity Life Insurance Company.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any certificate rider premiums. Premiums paid after the first premium are renewal premiums. We may change the premium rates after this Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under this Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. The Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. The Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate the Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, the Certificate will lapse (will not be in force). If the Employee wants the Certificate reinstated (to be in force again), they must apply for reinstatement in writing to Our administrative office within one year of the Certificate lapsing. Their application for reinstatement requires Our approval. If their application for reinstatement is approved, the Certificate may be reinstated with payment of any premium due. The Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline their application for reinstatement, the Certificate will be reinstated without approval 45 days after We receive their application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while the Certificate is in force.

**Refund of Unearned Premium.** If the Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of the Employee's death.

**Unpaid Premiums.** When a claim is paid under the Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate's Issue Date. Subsequent dislocations of the same joint after the Certificate's Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Policy of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate's Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by the Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to the Employee or, if under age 26, adopted by the Employee, placed for adoption with the Employee or placed as a Foster Child with the Employee shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with the Employee.

Except as provided above, any others who become eligible after the Certificate's Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If the Certificate includes coverage for the Employee's Spouse and the Employee dies, the Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after the Employee's death. The continued coverage will provide the Spouse the same coverage provided under the Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

**Termination of Policy.** Coverage will terminate and no benefits will be payable under this Policy, any Certificate or any attached riders when either the Policyholder or We cancel this Policy upon giving at least 61 days written notice to the other. We will not cancel this Policy prior to the end of the first year following the Policy Effective Date.

**Termination of Certificate.** Coverage will terminate and no benefits will be payable under the Certificate or any attached certificate riders on the earliest of the following:

- the date this Policy terminates;
- the date the Employee no longer meets the definition of Employee;
- when any premium due for the Certificate is not paid before the end of the Grace Period;
- the date We receive from the Employee or the Policyholder written notice to terminate the Certificate unless the notice specifies a later date;
- when the Employee establishes residence in a foreign country; or
- upon the Employee's death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when the Employee ends employment with the Policyholder or this Policy terminates. The Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide the Employee the same coverage provided under the Certificate at the time the Employee's coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because the Employee's Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under the Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on the Employee for support and maintenance. For the purposes of this provision, "chiefly dependent" means the eligible Dependent Child receives the majority of his or her financial support from the Employee.

We will require that the Employee provide proof that the Dependent Child is a disabled and dependent person within 31 days of the child's attainment of the limiting age. After two years following attainment of the limiting age, We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under the Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is the Employee's responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee was legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by the Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of the Certificate.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void the Certificate or any attached certificate riders, or be used to deny a claim unless the Employee made the statement in their application. We can only use application statements if We attach a copy of their application to the Certificate.

In the absence of fraud, statements made in the Employee's application are deemed representations and not warranties. Representations are statements that, to the best of the Employee's knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered the Employee's statements as warranties, We could cancel their Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** The Employee can transfer, or assign, some or all of the Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of the Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Certificates.** We will send the Certificates to the Policyholder to give to each Employee. The Certificate will state the insurance to which the Insured Person is entitled. It does not change the provisions of this Policy.

**Change of Beneficiary.** The Employee may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish written acknowledgement of the change of Beneficiary, the change becomes effective on the date the Employee signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and the state in which the Employee resides on the Issue Date apply. If this Policy conflicts with the laws of the federal government or the state in which the Employee resides on the Certificate's Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Policy provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Policy, such determinations shall be final and conclusive.

**Duty of Cooperation.** The Employee and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of this Policy and the Certificates, which includes the Policyholder's and Employee's applications and any riders, endorsements, amendments or any other papers We have attached. No change in this Policy or the Certificates will be effective until approved by one of Our officers and unless such approval is endorsed and attached to this Policy or the Certificates. No sales representative has authority to change this Policy or the Certificates or to waive any of its provisions.

**Legal Action.** Neither the Policyholder nor the Employee can bring a legal action to recover benefits under this Policy for at least 60 days after the Policyholder or Employee has given Us written proof of loss. Neither the Policyholder nor the Employee can start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of the Certificate's issue state. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time the Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Policy is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

## **OFF-THE-JOB ACCIDENT EXPENSE MASTER POLICY**

**Company may change premium rates**

**READ THIS POLICY/CERTIFICATE CAREFULLY**



**ASSURITY<sup>®</sup> LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Off-the-Job  
Accident Expense  
Certificate of Insurance**

This Certificate is a part of the Policy that is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Certificate based on Your application and payment of premium when due. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

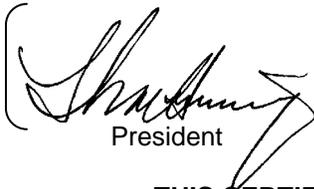
**RIGHT TO EXAMINE**

You may cancel this Certificate within 30 days of the Issue Date by returning this Certificate to Our administrative office. As soon as this Certificate is received by Us, it is treated as if it was never issued. Your premium payment will be refunded when We receive this Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, You may cancel this Certificate by notifying Us in writing that You wish to do so. This Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless Your notice specifies a later date. Cancellation of this Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Certificate on the Issue Date.

  
President

  
Secretary

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE**  
If You are eligible for Medicare, review the Guide to Health Insurance  
for People with Medicare, which is available from Us.

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an Off-the-Job accident expense Certificate. It does not pay benefits for  
loss from sickness or for Injuries incurred while working for wage or profit.**

**TABLE OF CONTENTS**

Right to Examine .....	1	Benefits (continued)	
Right to Cancel.....	1	Transportation.....	11
Schedule .....	3	Exclusions .....	11
Definitions.....	4	Persons Insured .....	12
Premiums .....	6	Persons Eligible on Certificate Issue Date .....	12
Premium Payments .....	6	Persons Who Become Eligible After the	
Grace Period.....	6	Certificate Issue Date .....	12
Reinstatement.....	6	Automatic Coverage.....	12
Refund of Unearned Premium .....	6	Continuity of Coverage for Spouse .....	12
Unpaid Premiums .....	6	Termination .....	12
Benefits .....	6	Portability.....	12
Abdominal or Thoracic Surgery.....	7	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death.....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	13
Burn .....	7	Payment of Claim .....	13
Diagnostic Exams.....	7	Overpayment Reimbursement.....	13
Dislocation (separated joint) .....	8	Claim Review.....	13
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment.....	14
Gunshot Wound.....	9	Change of Beneficiary .....	14
Hospital Admission .....	10	Conformity with State and Federal Law .....	14
Hospital Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	14
Hospital Intensive Care Unit Confinement .....	10	Duty of Cooperation.....	14
Knee Cartilage – Torn.....	10	Entire Contract; Changes .....	14
Laceration .....	10	Legal Action .....	14
Lodging .....	10	Misstatement of Age .....	15
Physical Therapy Treatment.....	10	Physical Examination and Autopsy .....	15
Prosthetic Device/Artificial Limb .....	10	Time Limit on Certain Defenses .....	15
Ruptured Disc.....	11	Time of Coverage .....	15
Tendon/Ligament/Rotator Cuff .....	11	Worker's Compensation .....	16



## DEFINITIONS

**Actively Employed** means You must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by You in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of the Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury (b) occurs after the Certificate Issue Date, (c) occurs while this Certificate is in force, (d) is not excluded by name or specific description in this Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on You.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must: (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and is Actively Employed with the Policyholder named in Your application.

**Foster Child** means a minor over whom You have been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means You or any other person(s) insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule or certificate rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit and (c) provides care seven days per week, 24 hours per day.

**Off-the-Job** means while an Insured Person is not working at any job for wage or profit, even if not with the Policyholder.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by this Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved Your reinstatement application and received any premiums due.

**Spouse** means the person to whom You are lawfully married and, if also an Insured Person under this Certificate, was named on Your application for this Certificate as Your Spouse at the time You first applied for this Certificate, or who was added to this Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us** and **Our** mean Assurity Life Insurance Company.

**You** and **Your** mean the Employee who is the primary Insured Person listed on the Certificate Schedule.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any attached certificate rider premiums. Premiums paid after the first premium are renewal premiums. We may change the premium rates after the Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. This Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. This Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate this Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, this Certificate will lapse (will not be in force). If You want this Certificate reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this Certificate lapsing. Your application for reinstatement requires Our approval. If Your application for reinstatement is approved, this Certificate may be reinstated with payment of any premium due. This Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline Your application for reinstatement, this Certificate will be reinstated without approval 45 days after We receive Your application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while this Certificate is in force.

**Refund of Unearned Premium.** If this Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of Your death.

**Unpaid Premiums.** When a claim is paid under this Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate Issue Date. Subsequent dislocations of the same joint after the Certificate Issue Date will not be covered.

Joint	Closed	Open
	Reduction	Reduction
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	Primary	Spouse/Child
	Insured Person	
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Certificate of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by this Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to You or, if under age 26, adopted by You, placed for adoption with You or placed as a Foster Child with You shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with You.

Except as provided above, any others who become eligible after the Certificate Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If this Certificate includes coverage for Your Spouse and You die, Your Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after Your death. The continued coverage will provide the Spouse the same coverage provided under this Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

Coverage will terminate and no benefits will be payable under this Certificate or any attached certificate riders on the earliest of the following:

- the date the Policy terminates;
- the date You no longer meet the definition of Employee;
- when any premium due for this Certificate is not paid before the end of the Grace Period;
- the date We receive from You or the Policyholder written notice to terminate this Certificate unless the notice specifies a later date;
- when You establish residence in a foreign country; or
- upon Your death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when Your employment ends with the Policyholder or the Policy terminates. This Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide You the same coverage provided under this Certificate at the time Your coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because Your Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under this Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on You for support and maintenance. For the purposes of this provision, “chiefly dependent” means the eligible Dependent Child receives the majority of his or her financial support from You.

We will require that You provide proof that the Dependent Child is a disabled and dependent person upon the child's attainment of the limiting age. After two years following attainment of the limiting age. We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under this Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is Your responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## CLAIM PROCEDURES

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by this Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of this Certificate.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void this Certificate or any attached certificate riders, or be used to deny a claim unless You made the statement in Your application. We can only use application statements if We attach a copy of Your application to this Certificate.

In the absence of fraud, statements made in Your application are deemed representations and not warranties. Representations are statements that, to the best of Your knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered Your statements as warranties, We could cancel Your Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** You can transfer, or assign, some or all of Your Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Change of Beneficiary.** You may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish You written acknowledgement of the change of Beneficiary, the change becomes effective on the date You signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and Your state of residence on the Issue Date apply. If this Certificate conflicts with the laws of the federal government or Your state on the Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Certificate provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Certificate and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Certificate, such determinations shall be final and conclusive.

**Duty of Cooperation.** You and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of the Policy and this Certificate, which includes the Policyholder's and Your application and any riders, endorsements, amendments or any other papers We have attached. No change in the Policy or this Certificate will be effective until approved by one of Our officers and unless such approval is endorsed and attached to the Policy or this Certificate. No sales representative has authority to change the Policy or this Certificate or to waive any of its provisions.

**Legal Action.** You cannot bring a legal action to recover benefits under this Certificate for at least 60 days after You have given Us written proof of loss. You cannot start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in Your application (which includes any papers signed or information provided to get this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of Your permanent residence. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time this Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Certificate is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

#### **OFF-THE-JOB ACCIDENT EXPENSE CERTIFICATE OF INSURANCE**

**Company may change premium rates**

**READ YOUR CERTIFICATE CAREFULLY**



**ASSURITY<sup>®</sup> LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Off-the-Job  
Accident Expense  
Certificate of Insurance**

This Certificate is a part of the Policy that is a legal contract between the group Policyholder and Us (Assurity Life Insurance Company, a stock company). We issue this Certificate based on Your application and payment of premium when due. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

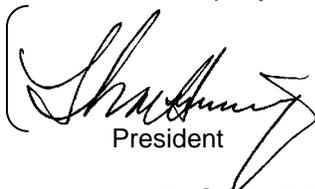
**RIGHT TO EXAMINE**

You may cancel this Certificate within 30 days of the Issue Date by returning this Certificate to Our administrative office. As soon as this Certificate is received by Us, it is treated as if it was never issued. Your premium payment will be refunded when We receive this Certificate.

**RIGHT TO CANCEL**

After the 30-day period specified in the Right to Examine section, You may cancel this Certificate by notifying Us in writing that You wish to do so. This Certificate will be cancelled effective as of the end of the period for which premiums have been paid unless Your notice specifies a later date. Cancellation of this Certificate will be without prejudice to any claim made prior to termination.

Assurity Life Insurance Company has signed this Certificate on the Issue Date.

  
President

  
Secretary

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE**  
If You are eligible for Medicare, review the Guide to Health Insurance  
for People with Medicare, which is available from Us.

**Important Cancellation Information – Please read the  
“Right to Cancel” and “Termination” sections.**

**Company may change premium rates.**

**This is an Off-the-Job accident expense Certificate. It does not pay benefits for  
loss from sickness or for injuries incurred while working for wage or profit.**

**TABLE OF CONTENTS**

Right to Examine .....	1	Benefits (continued)	
Right to Cancel.....	1	Transportation.....	11
Schedule .....	3	Exclusions .....	11
Definitions.....	4	Persons Insured .....	12
Premiums .....	6	Persons Eligible on Certificate Issue Date .....	12
Premium Payments .....	6	Persons Who Become Eligible After the	
Grace Period.....	6	Certificate Issue Date .....	12
Reinstatement.....	6	Automatic Coverage.....	12
Refund of Unearned Premium .....	6	Continuity of Coverage for Spouse .....	12
Unpaid Premiums .....	6	Termination .....	12
Benefits .....	6	Portability.....	12
Abdominal or Thoracic Surgery .....	7	Termination of Child Coverage.....	13
Accident Emergency Treatment .....	7	Termination of Spouse Coverage.....	13
Accidental Death .....	7	Claim Procedures.....	13
Accidental Death – Common Carrier .....	7	Notice of Claim .....	13
Air Ambulance .....	7	Claim Forms .....	13
Ambulance.....	7	Proof of Loss.....	13
Appliance .....	7	Time of Payment of Claim .....	13
Blood/Plasma/Platelets.....	7	Time of Loss .....	13
Burn .....	7	Payment of Claim .....	13
Diagnostic Exams .....	7	Overpayment Reimbursement.....	13
Dislocation (separated joint) .....	8	Claim Review.....	13
Dismemberment .....	8	Appeal.....	14
Emergency Dental Work.....	9	General Provisions.....	14
Eye Injury.....	9	Application Statement.....	14
Follow-Up Treatment .....	9	Agency.....	14
Fracture (broken bone) .....	9	Assignment.....	14
Gunshot Wound.....	9	Change of Beneficiary .....	14
Hospital Admission .....	10	Conformity with State and Federal Law .....	14
Hospital Confinement .....	10	Discretionary Authority, if Governed by ERISA .....	14
Hospital Intensive Care Unit Confinement .....	10	Duty of Cooperation.....	14
Knee Cartilage – Torn.....	10	Entire Contract; Changes .....	14
Laceration .....	10	Legal Action .....	14
Lodging .....	10	Misstatement of Age .....	15
Physical Therapy Treatment.....	10	Physical Examination and Autopsy .....	15
Prosthetic Device/Artificial Limb .....	10	Time Limit on Certain Defenses .....	15
Ruptured Disc.....	11	Time of Coverage .....	15
Tendon/Ligament/Rotator Cuff .....	11	Worker's Compensation .....	16



## DEFINITIONS

**Actively Employed** means You must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered Actively Employed.

**Beneficiary** means the person named by You in the application, or later changed as described in the Change of Beneficiary section.

**Calendar Year** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Certificate** means the Certificate issued to each Employee describing the terms of the Policy, to whom benefits will be paid and the limitations and conditions that apply.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined and Confinement** mean the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital or an Observation Unit within a Hospital for a period of at least 20 continuous hours.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury (b) occurs after the Certificate Issue Date, (c) occurs while this Certificate is in force, (d) is not excluded by name or specific description in this Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Dependent Child(ren)** means any child who is (a) unmarried, (b) younger than age 26 and (c) financially dependent on You.

**Due Date** means the date renewal premiums are due.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Emergency Room** means a specified area within a Hospital that is designated for the Emergency Care of accidental injuries. This area must: (a) be staffed and equipped to handle trauma, (b) be supervised and provide treatment by Physicians and (c) provide care seven days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room.

**Employee** means the person who is named on the Certificate Schedule as the primary Insured Person and is Actively Employed with the Policyholder named in Your application.

**Foster Child** means a minor over whom You have been appointed guardian or foster parent by a court of competent jurisdiction.

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit** means a place which (a) is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured, (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Hospital Intensive Care Unit on a 24 hour basis and (e) has a Physician assigned to the Hospital Intensive Care Unit.

A Hospital Intensive Care Unit is not any of the following step down units (a) a progressive care unit, (b) an intermediate care unit, (c) a private monitored room, (d) a Hospital Sub-Acute Intensive Care Unit, (e) a modified/moderate care unit, (f) an Observation Unit or (g) any facility not meeting the definition of a Hospital Intensive Care Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which: (a) is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward, (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement, (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, modified/moderate care unit, intermediate care, or a step-down unit, but it is not a regular private or semi-private room or ward with or without monitoring equipment.

**Immediate Family** means the Spouse, father, mother, children or siblings of an Insured Person.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means You or any other person(s) insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule, certificate rider Schedule or as later amended.

**Issue Date** means the date an Insured Person first becomes insured for the benefits of this Certificate or any attached certificate riders as listed on the Certificate Schedule or certificate rider Schedule.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room and which (a) is under the direct supervision of a Physician or registered nurse (RN), (b) is staffed by nurses assigned specifically to that unit and (c) provides care seven days per week, 24 hours per day.

**Off-the-Job** means while an Insured Person is not working at any job for wage or profit, even if not with the Policyholder.

**Physical Therapist** means a person who is duly licensed by the state to practice physical therapy. Such Physical Therapist cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license, performing services for which benefits are provided by this Certificate, and practicing in accordance to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a doctor of medicine, chiropractic or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

**Policy** means the group master Policy.

**Policyholder** means the entity on the Policy Schedule and Certificate Schedule.

**Reinstatement Date** means the date We have both approved Your reinstatement application and received any premiums due.

**Spouse** means the person to whom You are lawfully married and, if also an Insured Person under this Certificate, was named on Your application for this Certificate as Your Spouse at the time You first applied for this Certificate, or who was added to this Certificate at a later date. No more than one Spouse may be insured at any given time.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

**We, Us** and **Our** mean Assurity Life Insurance Company.

**You** and **Your** mean the Employee who is the primary Insured Person listed on the Certificate Schedule.

## PREMIUMS

**Premium Payments.** The first premium is due on the Certificate Issue Date. Premiums will include any attached certificate rider premiums. Premiums paid after the first premium are renewal premiums. We may change the premium rates after the Policy has been in force for 12 months, but not more than once in a 12-month period. If We change premium rates, We can only do so for all Certificates under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

Renewal premiums are due on the Due Date. This Certificate will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium must be paid during the Grace Period. This Certificate will remain in force during this time. The Grace Period does not apply if We receive notice to terminate this Certificate.

**Reinstatement.** If premium is not paid by the end of the Grace Period, this Certificate will lapse (will not be in force). If You want this Certificate reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this Certificate lapsing. Your application for reinstatement requires Our approval. If Your application for reinstatement is approved, this Certificate may be reinstated with payment of any premium due. This Certificate will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline Your application for reinstatement, this Certificate will be reinstated without approval 45 days after We receive Your application for reinstatement.

The reinstated Certificate will only cover Injuries that occur while this Certificate is in force.

**Refund of Unearned Premium.** If this Certificate terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of Your death.

**Unpaid Premiums.** When a claim is paid under this Certificate, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

We will pay the following benefits for loss resulting from a Covered Accident:

**Abdominal or Thoracic Surgery.** We will pay \$1,000 if any Insured Person undergoes open abdominal or thoracic surgical repair within 72 hours after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident. We will not pay this benefit for hernia repair.

**Accident Emergency Treatment.** We will pay \$[125/150] if any Insured Person receives treatment by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room within 72 hours after the Covered Accident as a result of an Injury. This benefit will be paid once per Covered Accident per Insured Person.

**Accidental Death.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident. This benefit will be paid per each Insured Person.

**Accidental Death – Common Carrier.** We will pay the benefit amount shown on the Certificate Schedule if any Insured Person dies from an Injury within 90 days after the Covered Accident sustained while a fare-paying passenger on a Common Carrier. If this benefit is paid, We will not pay the Accidental Death benefit. This benefit will be paid per each Insured Person.

**Air Ambulance.** We will pay \$500 if any Insured Person receives air transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 48 hours after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Ambulance.** We will pay \$100 if any Insured Person receives ground transportation for an Injury provided by a licensed professional ambulance company to or from a Hospital within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Appliance.** We will pay \$100 if any Insured Person purchases or rents a medical appliance for treatment of an Injury as an aid in personal locomotion or mobility prescribed by a Physician within 90 days after the Covered Accident. Crutches, braces, walkers and wheelchairs are examples of medical appliances. This benefit will be paid once per Covered Accident per Insured Person.

**Blood/Plasma/Platelets.** We will pay \$300 if the primary Insured Person (\$200 if the Spouse or a Dependent Child) receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury prescribed by a Physician within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Burn.** We will pay the applicable amount listed below if any Insured Person receives treatment provided by a Physician within 72 hours after the Covered Accident for burns resulting from an Injury. We will pay only one benefit amount per Covered Accident per Insured Person.

We will pay 25% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under this Burn benefit. This benefit will be paid once per Covered Accident per Insured Person.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Second degree burns which cover at least 36% of the body surface	\$[375/750]	\$[150/300]
Third degree burns which cover at least 1 % of the body surface but less than 20% of the body surface	[750/1,500]	[300/600]
Third degree burns which cover 20% or more of the body surface	[5,000/10,000]	[2,000/4,000]

**Diagnostic Exams.** We will pay \$[100/200] per Calendar Year if any Insured Person receives any of the exams listed below prescribed by a Physician within 180 days of a Covered Accident for diagnosis of an Injury. This benefit will be paid once per Insured Person. Exams include the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

**Dislocation (separated joint).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment requiring anesthesia for an Injury of a dislocation. Treatment must be provided by a Physician within 90 days after the Covered Accident. A dislocation is a completely separated joint. As this list is not complete, if a dislocation is not listed We will pay a benefit amount that would be paid for a similar dislocation.

If this dislocation requires closed reduction treatment without anesthesia, We will pay 25% of the applicable amount listed for a closed reduction. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the applicable amount listed for a closed reduction. An incomplete dislocation is a dislocation in which the joint is not completely separated.

The maximum amount payable for all dislocations in the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount. We will pay this benefit for the first dislocation of a joint after the Certificate Issue Date. Subsequent dislocations of the same joint after the Certificate Issue Date will not be covered.

<b>Joint</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Hip	[\$1,000/2,000]	[\$2,000/4,000]
Knee (except Patella)	[500/1,000]	[1,000/2,000]
Ankle	[400/800]	[800/1,600]
Bone or bones of the foot (other than toes)	[400/800]	[800/1,600]
Collarbone (Sternoclavicular)	[250/500]	[500/1,000]
Lower jaw	[150/300]	[300/600]
Shoulder (Glenohumeral)	[150/300]	[300/600]
Elbow	[150/300]	[300/600]
Wrist	[150/300]	[300/600]
Bone or bones of the hand (other than fingers)	[150/300]	[300/600]
Collarbone (Acromioclavicular and separation)	[50/100]	[100/200]
One toe or finger	[50/100]	[100/200]

**Dismemberment.** We will pay the applicable amount listed below if any Insured Person incurs a listed loss from an Injury within 90 days after the Covered Accident.

	<b>Primary Insured Person</b>	<b>Spouse/Child</b>
Loss of both hands, or both feet, or the sight of both eyes, or any combination of two or more of these	[\$15,000/30,000]	[\$10,000/20,000]
Loss of one hand, or one foot, or sight of one eye	[7,500/15,000]	[5,000/10,000]
Loss of two or more fingers, or two or more toes, or any combination of two or more fingers or toes	[1,500/3,000]	[1,000/2,000]
Loss of one finger or one toe	[750/1,500]	[500/1,000]

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is medically determined to be permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is medically determined to be permanently lost. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

If any Insured Person loses a finger or toe and later loses a hand or foot on the same side of the body within 90 days of the same Covered Accident as the direct result of the same Injury, We will subtract the amount paid for the loss of a finger or toe from the benefit paid for the loss of a hand or foot.

This benefit will be paid once per Covered Accident per Insured Person. If any Insured Person incurs multiple losses in the same Covered Accident, We will only pay the largest benefit. If death and dismemberment occur within 90 days of the same Covered Accident, We will subtract the amount of any dismemberment from either Accidental Death benefit.

**Emergency Dental Work.** We will pay the applicable amount listed below if any Insured Person receives dental work for an Injury within 90 days after the Covered Accident. Each benefit will be paid once per Covered Accident per Insured Person regardless of the number of teeth involved:

Any and all broken teeth repaired with crown(s)	\$[150/300]
Any and all broken teeth resulting in extraction(s)	[50/100]

**Eye Injury.** We will pay \$200 if any Insured Person receives treatment for an eye Injury including surgery or removal of a foreign object within 90 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person. We will not pay this benefit for an examination with anesthesia.

**Follow-Up Treatment.** We will pay \$[25/35] per treatment if any Insured Person receives treatment for an Injury provided by a Physician in the Physician's office or in a Hospital on an outpatient basis, the first treatment within 30 days and last treatment within one year after the Covered Accident. Treatment must follow payment of the Accident Emergency Treatment benefit. This benefit will be paid for one treatment per day up to three days per Covered Accident per Insured Person.

**Fracture (broken bone).** We will pay the applicable amount listed below if any Insured Person receives closed reduction (non-surgical) or open reduction (surgical) treatment of a fracture, other than a chip fracture, resulting from an Injury. Treatment must be provided by a Physician within 90 days after the Covered Accident. A fracture is a break in a bone which can be seen by X-ray. As this list is not complete, We will pay a benefit amount that would be paid for a similar fracture.

If a Physician diagnoses the fracture as a chip fracture, We will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

The maximum amount payable for all fractures in the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

<b>Bone</b>	<b>Closed Reduction</b>	<b>Open Reduction</b>
Skull (except bones of face or nose)		
Depressed skull fracture	\$[1,250/2,500]	\$[2,500/5,000]
Simple non-depressed skull fracture	[500/1,000]	[1,000/2,000]
Hip, thigh (Femur)	[750/1,500]	[1,500/3,000]
Vertebrae, body of (excluding Vertebral Processes)	[400/800]	[800/1,600]
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	[400/800]	[800/1,600]
Leg (Tibia and/or Fibula)	[400/800]	[800/1,600]
Bones of face or nose (except Mandible or Maxilla)	[175/350]	[350/700]
Upper jaw, Maxilla (except Alveolar Process)	[175/350]	[350/700]
Upper arm between elbow and shoulder (Humerus)	[175/350]	[350/700]
Lower jaw, Mandible (except Alveolar Process)	[150/300]	[300/600]
Shoulder blade (Scapula), collar bone (Clavicle, Sternum)	[150/300]	[300/600]
Vertebral Processes	[150/300]	[300/600]
Forearm (Radius and/or Ulna)	[150/300]	[300/600]
Knee cap (Patella)	[150/300]	[300/600]
Hand, foot (except fingers, toes)	[150/300]	[300/600]
Ankle, wrist	[150/300]	[300/600]
Rib	[125/250]	[250/500]
Coccyx	[100/200]	[200/400]
Finger, toe	[25/50]	[50/100]

**Gunshot Wound.** We will pay \$[500/1,000] if the primary Insured Person receives treatment for one or more gunshot wounds by a conventional firearm resulting from an Injury and not intentionally self-inflicted. Treatment must be provided by a Physician and include Hospital Confinement within 24 hours and surgery within 72 hours after the Covered Accident. A conventional firearm is a weapon which fires a shot (bullet) by gun powder or compressed gas. This benefit will be paid once per Covered Accident.

**Hospital Admission.** We will pay \$[500/1,000] if any Insured Person is Confined to a Hospital for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Hospital Confinement.** We will pay \$[100/200] per day of Confinement if any Insured Person is Confined to a Hospital or Hospital Sub-Acute Intensive Care Unit for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to [90/180] days per Covered Accident per Insured Person and for only one Hospital Confinement at a time even if caused by more than one Covered Accident.

We will not pay this benefit for Confinement in a Hospital Intensive Care Unit during the initial 15 days of Confinement.

**Hospital Intensive Care Unit Confinement.** We will pay \$[200/400] per day of Confinement if any Insured Person is Confined to a Hospital Intensive Care Unit for treatment of an Injury within 30 days after the Covered Accident. This benefit will be paid up to 15 days per Covered Accident per Insured Person. If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day.

If any Insured Person is Confined to a Hospital Intensive Care Unit that does not meet the definition in this Certificate of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

**Knee Cartilage - Torn.** We will pay \$[500/1,000], reduced by any benefit paid for knee cartilage surgery previously performed, if any Insured Person receives treatment and surgery on a torn knee cartilage resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident including surgical repair within 180 days after the Covered Accident. If this surgery is exploratory with no repair or if the cartilage is shaved (debridement), We will pay \$[100/200]. Each benefit amount will be paid once per Covered Accident per Insured Person.

**Laceration.** We will pay the applicable amount listed below if any Insured Person receives treatment of a laceration by a Physician within 72 hours after the Covered Accident resulting from an Injury. The amount We will pay is based on the total length of all lacerations incurred in any one Covered Accident requiring repair. This benefit will be paid once per Covered Accident per Insured Person.

Total of all lacerations is not more than three inches (7.6 cm) long and repaired by stitches, staples or glue	\$[50/100]
Total of all lacerations is greater than three and not more than five inches (7.6 cm to 12.5 cm) long and repaired by stitches, staples or glue	[200/400]
Total of all lacerations is more than five inches (12.5 cm) long and repaired by stitches, staples or glue	[400/800]

If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches. If any Insured Person incurs a laceration on a finger, toe, hand, foot or eye and later loses that finger, toe, hand, foot or eye as the direct result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Dismemberment benefit. We will not pay the Laceration benefit if We have paid the Dismemberment benefit.

**Lodging.** We will pay \$100 per night of hotel room stay if a companion accompanies an Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. This benefit will be paid up to 30 nights of hotel room stay per Covered Accident per Insured Person while the Insured Person is Confined.

**Physical Therapy Treatment.** We will pay [\$25/\$35] per treatment if any Insured Person receives treatment provided by a Physical Therapist for an Injury, the first treatment within 30 days and the last treatment with one year after the Covered Accident. This benefit will be paid for one treatment per day up to six days per Covered Accident per Insured Person.

**Prosthetic Device/Artificial Limb.** We will pay the applicable amount listed below if any Insured Person receives a functional prosthetic device or artificial limb for loss of a hand, foot, or sight of an eye prescribed by a Physician within one year after the Covered Accident resulting from an Injury. This benefit will be paid once per Covered Accident per Insured Person.

One prosthetic device or artificial limb	\$ 500
More than one prosthetic device or artificial limb	1,000

We will not pay this benefit for the following:

- hearing aids;
- dental aids, including false teeth;
- eye glasses;
- cosmetic prostheses such as wigs; or
- joint replacements such as an artificial hip or knee.

**Ruptured Disc.** We will pay \$400 if any Insured Person receives treatment and surgery of a ruptured disc of the spine resulting from an Injury. Treatment must be provided by a Physician within 60 days after the Covered Accident, including surgical repair within one year after the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person.

**Tendon/Ligament/Rotator Cuff.** We will pay \$500 if any Insured Person receives surgical repair of a torn, ruptured or severed tendon, ligament or rotator cuff repaired by a Physician within 90 days after the Covered Accident resulting from an Injury. If this surgery is exploratory or without repair, We will only pay \$100. Each benefit amount will be paid once per Covered Accident per Insured Person.

If any Insured Person incurs a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, We will only pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

**Transportation.** We will pay \$300 per round trip for travel by any Insured Person Confined to a Hospital more than 50 miles away from the Insured Person's residence for treatment of an Injury within 180 days after the Covered Accident. Treatment must be unavailable locally and prescribed by a Physician. This benefit will be paid up to three round trips per Covered Accident per Insured Person. We will not pay this benefit for transportation by ambulance or air ambulance.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of any Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);
- who is a Dependent Child incurring Injuries during birth;
- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States, except for those Injuries that require Emergency Care in a Hospital.

## PERSONS INSURED

**Persons Eligible on Certificate Issue Date.** The only people eligible for coverage ("eligible person(s)") on the Certificate Issue Date are the Employee, Spouse, and Dependent Children. Only the Insured Persons on the Certificate Schedule or added by amendment are covered by this Certificate.

### **Persons Who Become Eligible After the Certificate Issue Date.**

Automatic Coverage. A Dependent Child born to You or, if under age 26, adopted by You, placed for adoption with You or placed as a Foster Child with You shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child. We must receive written notice and a premium for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, for the Dependent Child's coverage to continue beyond the initial 90 days of coverage. We must receive written notice and premium for such Dependent Child within 60 days of adoption, placement for adoption or placement as a Foster Child for the child's coverage to continue beyond the initial 60 days of coverage.

The required written notice must include the child's name, gender and date of birth, adoption or placement with You.

Except as provided above, any others who become eligible after the Certificate Issue Date can only become Insured Persons after We approve such eligible person's written application for coverage and all required premiums are paid.

Continuity of Coverage for Spouse. If this Certificate includes coverage for Your Spouse and You die, Your Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days after Your death. The continued coverage will provide the Spouse the same coverage provided under this Certificate at the time of conversion. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

## TERMINATION

Coverage will terminate and no benefits will be payable under this Certificate or any attached certificate riders on the earliest of the following:

- the date the Policy terminates;
- the date You no longer meet the definition of Employee;
- when any premium due for this Certificate is not paid before the end of the Grace Period;
- the date We receive from You or the Policyholder written notice to terminate this Certificate unless the notice specifies a later date;
- when You establish residence in a foreign country; or
- upon Your death.

The Policyholder has the sole responsibility to notify Employees of such termination.

**Portability.** Coverage may continue when Your employment ends with the Policyholder or the Policy terminates. This Certificate must be in force for at least six consecutive months before coverage terminates and a written request and first premium payment for the portable coverage must be received in Our administrative office within 90 days of the Certificate termination date.

The continued coverage will provide You the same coverage provided under this Certificate at the time Your coverage terminates. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses section. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable. Portability is not available when insurance terminates solely because Your Spouse or Dependent Children ceases to be eligible.

**Termination of Child Coverage.** Coverage for a Dependent Child under this Certificate and any attached certificate riders will terminate when such child establishes residence in a foreign country or no longer meets the definition of Dependent Child.

The attainment of the limiting age for an eligible Dependent Child will not cause coverage to terminate while such child continues to be both:

- incapable of self-sustaining employment by reason of mental or physical handicap; and
- chiefly dependent on You for support and maintenance. For the purposes of this provision, “chiefly dependent” means the eligible Dependent Child receives the majority of his or her financial support from You.

We will require that You provide proof that the Dependent Child is a disabled and dependent person within 31 days of the child’s attainment of the limiting age. After two years following attainment of the limiting age. We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Dependent Child after the attainment of the limiting age.

**Termination of Spouse Coverage.** Coverage for a Spouse under this Certificate and any attached certificate riders will terminate when such Spouse establishes residence in a foreign country, no longer meets the definition of a Spouse or upon valid decree of divorce unless otherwise specified in the decree.

It is Your responsibility to notify Us of any Insured Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person, and Our sole liability will be limited to a refund of such premium.

## CLAIM PROCEDURES

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this Certificate occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person’s name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated.

**Time of Payment of Claim.** Benefits for any loss covered by this Certificate will be paid after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of this Certificate.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISIONS

**Application Statement.** No statement will void this Certificate or any attached certificate riders, or be used to deny a claim unless You made the statement in Your application. We can only use application statements if We attach a copy of Your application to this Certificate.

In the absence of fraud, statements made in Your application are deemed representations and not warranties. Representations are statements that, to the best of Your knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered Your statements as warranties, We could cancel Your Certificate for any inaccuracy – even an honest mistake.

**Agency.** Neither the Policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Assignment.** You can transfer, or assign, some or all of Your Certificate rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this Certificate, nor are We bound by any assignment until We receive a copy of the assignment at Our office.

**Change of Beneficiary.** You may change the Beneficiary by completing and signing a form provided by Us for changing a Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish You written acknowledgement of the change of Beneficiary, the change becomes effective on the date You signed Our form. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

**Conformity with State and Federal Law.** The laws of the federal government and Your state of residence on the Issue Date apply. If this Certificate conflicts with the laws of the federal government or Your state on the Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

**Discretionary Authority, if Governed by ERISA.** If this Certificate provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., We have the discretion and authority to construe the provisions of this Certificate and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever We make determinations which are not arbitrary or capricious in the administration of this Certificate, such determinations shall be final and conclusive.

**Duty of Cooperation.** You and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of the Policy and this Certificate, which includes the Policyholder's and Your application and any riders, endorsements, amendments or any other papers We have attached. No change in the Policy or this Certificate will be effective until approved by one of Our officers and unless such approval is endorsed and attached to the Policy or this Certificate. No sales representative has authority to change the Policy or this Certificate or to waive any of its provisions.

**Legal Action.** You cannot bring a legal action to recover benefits under this Certificate for at least 60 days after You have given Us written proof of loss. You cannot start such an action more than three years after the date proof of loss is required.

**Misstatement of Age.** If the age of any Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's correct age. If, according to the correct age, the coverage provided would not have become effective, or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time Limit on Certain Defenses.** After three years from the Certificate Issue Date, We cannot use misstatements, except fraudulent misstatements, in Your application (which includes any papers signed or information provided to get this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this Certificate) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the Certificate Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this Certificate.

**Time of Coverage.** Coverage starts on the Certificate Issue Date at 12:01 a.m., in the time zone of Your permanent residence. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time this Certificate is renewed, the new term begins when the old term ends.

**Workers' Compensation.** This Certificate is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

#### **OFF-THE-JOB ACCIDENT EXPENSE CERTIFICATE OF INSURANCE**

**Company may change premium rates**

**READ YOUR CERTIFICATE CAREFULLY**



This master rider is attached to and part of the Policy. The terms of the Policy apply to this master rider unless otherwise stated in this rider. We issue this master rider and the certificate riders based on the Policyholder's and the Employee's applications and payment of premium when due. Premium for the certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Effective Date: [ ]

**DEFINITIONS**

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered as Actively Employed.

**Concurrent Total Disabilities** means Total Disabilities caused by more than one Injury, whether they are related or not.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Issue Date, (c) occurs while the certificate rider is in force and (d) is not excluded by name or specific description in the Certificate.

**Elimination Period** means the number of consecutive days the Employee must be Totally Disabled before being eligible to receive the Monthly Benefit. We do not pay Monthly Benefits during the Elimination Period.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Maximum Benefit Period** means the maximum period of time the Monthly Benefits are paid.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Recurrent Total Disability** means a situation in which the Employee becomes Totally Disabled, ceases to be Totally Disabled, then becomes Totally Disabled again for the same or related Injury. The latter Total Disability will be considered a Recurrent Total Disability.

**Totally Disabled** and **Total Disability** mean that due to an Injury occurring while the certificate rider is in force, the Employee (a) is unable to perform the substantial and material duties of their own occupation, (b) is not working for wage or profit and (c) requires a Physician's care, unless the Employee's Physician certifies the Employee has reached the maximum point of recovery.

## BENEFIT

We will pay the Monthly Benefit if the Insured Person is Totally Disabled beginning within 180 days after the Injury and is Actively Employed at the time Total Disability begins. The Elimination Period must be satisfied.

We will pay the Monthly Benefit while the Insured Person is Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. If the Insured Person's Total Disability lasts less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit payable for each day of the Total Disability. Monthly Benefits will be paid for only one of any Concurrent Total Disabilities. Monthly Benefits for partial disability are not payable.

A Recurrent Total Disability is considered a new Total Disability only if it is separated from the ending date of the prior Total Disability by a period of six months or more where the Insured Person is Actively Employed on a continuous basis and not receiving any disability Monthly Benefits under the certificate rider. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period. Any other Recurrent Total Disability is considered a continuation of a prior Total Disability. A continuation of a prior Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of the Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by any Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during the active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);

- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;
- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States except for those Injuries that require Emergency Care in a Hospital.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the certificate rider occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee is legally incapacitated. Written proof of loss includes all information We reasonably request, and may include, the date disability began and the cause of the disability and prognosis. Proof may include the Insured Person's pre-disability income, including tax returns and supporting income information and any proof that the Insured Person is under the care of a Physician. All medical records, including diagnostic exams, lab results and treatment notes/summaries, and pharmacy records where the Insured Person fills prescriptions may also be included.

**Additional Proof of Loss.** To assist Us in determining if the Insured Person is or remains disabled, We have the right, at our expense, to require the Insured Person to provide an interview to our representative(s) and undergo examination by a Physician, vocational expert, or other medical or vocational professional that We select. Any such additional proof of loss must be satisfactory to Us.

**Time of Payment of Claim.** Benefits for any loss covered by the certificate rider will be paid after We receive written proof satisfactory to Us and all other provisions herein are met. We will pay the Monthly Benefit at the end of the month for which it is due.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the certificate rider is in force. Termination of the certificate rider will not affect any claim for disability, provided that the Total Disability begins prior to termination of the certificate rider and within 30 days after the date of the Injury causing the disability.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision if the denial does not involve a claim for disability benefits, or 180 days after receipt of Our denial decision if the denial involves a claim for disability benefits. We will provide written notice of Our decision on appeal.

### GENERAL PROVISION

In this master rider, "Policy" and "Certificate" mean the Policy and Certificate to which this master rider and the certificate rider are attached.

**Time Limit on Certain Defenses.** After three years from the certificate rider Issue Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

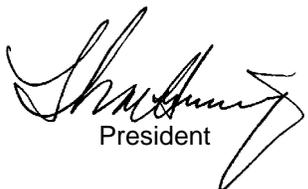
No claim for loss incurred after three years from the certificate rider Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the certificate rider.

### TERMINATION

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Policy terminates for any reason; or
- the date We receive written notice to terminate this master rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this master rider on the Effective Date.

  
President

  
Secretary



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 869-0355 • www.assurity.com

**Accident-Only  
Disability Income  
Certificate Rider**

This certificate rider is attached to and part of the Certificate which is a part of the Policy. The terms of the Policy and Certificate apply to this certificate rider unless otherwise stated in this certificate rider. This certificate rider is issued in return for Your approved application. Premium for this certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Insured Person:	[	]
Issue Date:	[	]
Monthly Benefit:	[\$600/\$1,200]	
Maximum Benefit Period:	[6/12 months]	
Elimination Period:	7 consecutive days	

**DEFINITIONS**

**Actively Employed** means the Insured Person must be working at least the number of hours required for benefit eligibility as shown on the Policyholder’s application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered as Actively Employed.

**Concurrent Total Disabilities** means Total Disabilities caused by more than one Injury, whether they are related or not.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Issue Date, (c) occurs while this certificate rider is in force and (d) is not excluded by name or specific description in this certificate rider or the Certificate.

**Elimination Period** means the number of consecutive days the Insured Person must be Totally Disabled before being eligible to receive the Monthly Benefit. We do not pay Monthly Benefits during the Elimination Period.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient’s written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Maximum Benefit Period** means the maximum period of time the Monthly Benefits are paid.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Recurrent Total Disability** means a situation in which the Insured Person becomes Totally Disabled, ceases to be Totally Disabled, then becomes Totally Disabled again for the same or related Injury. The latter Total Disability will be considered a Recurrent Total Disability.

**Totally Disabled** and **Total Disability** mean that due to an Injury occurring while this certificate rider is in force, the Insured Person (a) is unable to perform the substantial and material duties of their own occupation, (b) is not working for wage or profit and (c) requires a Physician's care, unless the Insured Person's Physician certifies the Insured Person has reached the maximum point of recovery.

## BENEFIT

We will pay the Monthly Benefit if the Insured Person is Totally Disabled beginning within 180 days after the Injury and is Actively Employed at the time Total Disability begins. The Elimination Period must be satisfied.

We will pay the Monthly Benefit while the Insured Person is Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. If the Insured Person's Total Disability lasts less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit payable for each day of the Total Disability. Monthly Benefits will be paid for only one of any Concurrent Total Disabilities. Monthly Benefits for partial disability are not payable.

A Recurrent Total Disability is considered a new Total Disability only if it is separated from the ending date of the prior Total Disability by a period of six months or more where the Insured Person is Actively Employed on a continuous basis and not receiving any disability Monthly Benefits under this certificate rider. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period. Any other Recurrent Total Disability is considered a continuation of a prior Total Disability. A continuation of a prior Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of the Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by any Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during the active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);

- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;
- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States except for those Injuries that require Emergency Care in a Hospital.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this certificate rider occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated. Written proof of loss includes all information We reasonably request, and may include, the date disability began and the cause of the disability and prognosis. Proof may include the Insured Person's pre-disability income, including tax returns and supporting income information and any proof that the Insured Person is under the care of a Physician. All medical records, including diagnostic exams, lab results and treatment notes/summaries, and pharmacy records where the Insured Person fills prescriptions may also be included.

**Additional Proof of Loss.** To assist Us in determining if the Insured Person is or remains disabled, We have the right, at our expense, to require the Insured Person to provide an interview to our representative(s) and undergo examination by a Physician, vocational expert, or other medical or vocational professional that We select. Any such additional proof of loss must be satisfactory to Us.

**Time of Payment of Claim.** Benefits for any loss covered by this certificate rider will be paid after We receive written proof satisfactory to Us and all other provisions herein are met. We will pay the Monthly Benefit at the end of the month for which it is due.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this certificate rider is in force. Termination of this certificate rider will not affect any claim for disability, provided that the Total Disability begins prior to termination of this certificate rider and within 30 days after the date of the Injury causing the disability.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision if the denial does not involve a claim for disability benefits, or 180 days after receipt of Our denial decision if the denial involves a claim for disability benefits. We will provide written notice of Our decision on appeal.

### GENERAL PROVISION

In this certificate rider, "Policy" and "Certificate" mean the Policy and Certificate to which this certificate rider is attached.

**Time Limit on Certain Defenses.** After three years from the certificate rider Issue Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your application (which includes any papers signed or information provided to get this certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

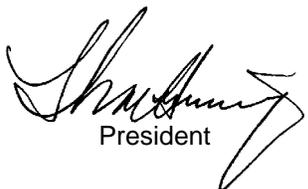
No claim for loss incurred after three years from this certificate rider Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this certificate rider.

### TERMINATION

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Certificate terminates for any reason;
- when any premium due for this certificate rider is not paid before the end of the Grace Period; or
- the date We receive written notice to terminate this certificate rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this certificate rider on the Issue Date.

  
President

  
Secretary



This master rider is attached to and part of the Policy. The terms of the Policy apply to this master rider unless otherwise stated in this rider. We issue this master rider and the certificate riders based on the Policyholder's and the Employee's applications and payment of premium when due. Premium for the certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Effective Date: [ ]

**DEFINITIONS**

**Actively Employed** means the Employee must be working at least the number of hours required for benefit eligibility as shown on the Policyholder's application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered as Actively Employed.

**Concurrent Total Disabilities** means Total Disabilities caused by more than one Injury, whether they are related or not.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Issue Date, (c) occurs while the certificate rider is in force, (d) is not excluded by name or specific description in the Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Elimination Period** means the number of consecutive days the Employee must be Totally Disabled before being eligible to receive the Monthly Benefit. We do not pay Monthly Benefits during the Elimination Period.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Maximum Benefit Period** means the maximum period of time the Monthly Benefits are paid.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Off-the-Job** means while the Employee is not working at any job for wage or profit.

**Recurrent Total Disability** means a situation in which the Employee becomes Totally Disabled, ceases to be Totally Disabled, then becomes Totally Disabled again for the same or related Injury. The latter Total Disability will be considered a Recurrent Total Disability.

**Totally Disabled and Total Disability** mean that due to an Injury occurring Off-the-Job while the certificate rider is in force, the Employee (a) is unable to perform the substantial and material duties of their own occupation, (b) is not working for wage or profit and (c) requires a Physician's care, unless the Employee's Physician certifies the Employee has reached the maximum point of recovery.

## BENEFIT

We will pay the Monthly Benefit if the Insured Person is Totally Disabled beginning within 180 days after the Injury and is Actively Employed at the time Total Disability begins. The Elimination Period must be satisfied.

We will pay the Monthly Benefit while the Insured Person is Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. If the Insured Person's Total Disability lasts less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit payable for each day of the Total Disability. Monthly Benefits will be paid for only one of any Concurrent Total Disabilities. Monthly Benefits for partial disability are not payable.

A Recurrent Total Disability is considered a new Total Disability only if it is separated from the ending date of the prior Total Disability by a period of six months or more where the Insured Person is Actively Employed on a continuous basis and not receiving any disability Monthly Benefits under the certificate rider. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period. Any other Recurrent Total Disability is considered a continuation of a prior Total Disability. A continuation of a prior Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period.

## EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of the Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by any Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during the active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);

- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;
- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States except for those Injuries that require Emergency Care in a Hospital.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by the certificate rider occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send the Employee the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that the Employee met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Employee is legally incapacitated. Written proof of loss includes all information We reasonably request, and may include, the date disability began and the cause of the disability and prognosis. Proof may include the Insured Person's pre-disability income, including tax returns and supporting income information and any proof that the Insured Person is under the care of a Physician. All medical records, including diagnostic exams, lab results and treatment notes/summaries, and pharmacy records where the Insured Person fills prescriptions may also be included.

**Additional Proof of Loss.** To assist Us in determining if the Insured Person is or remains disabled, We have the right, at our expense, to require the Insured Person to provide an interview to our representative(s) and undergo examination by a Physician, vocational expert, or other medical or vocational professional that We select. Any such additional proof of loss must be satisfactory to Us.

**Time of Payment of Claim.** Benefits for any loss covered by the certificate rider will be paid after We receive written proof satisfactory to Us and all other provisions herein are met. We will pay the Monthly Benefit at the end of the month for which it is due.

**Time of Loss.** Benefits will be paid only for a loss which occurs while the certificate rider is in force. Termination of the certificate rider will not affect any claim for disability, provided that the Total Disability begins prior to termination of the certificate rider and within 30 days after the date of the Injury causing the disability.

**Payment of Claim.** All benefits will be paid to the Employee if living or to the Employee's Beneficiary. If no Beneficiary is living, benefits will be paid to the Employee's estate. If benefits are payable to the Employee's estate, We may pay up to \$1,000 to any relative of the Employee who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. The Employee has the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, the Employee or the Employee's Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision if the denial does not involve a claim for disability benefits, or 180 days after receipt of Our denial decision if the denial involves a claim for disability benefits. We will provide written notice of Our decision on appeal.

### GENERAL PROVISION

In this master rider, "Policy" and "Certificate" mean the Policy and Certificate to which this master rider and the certificate rider are attached.

**Time Limit on Certain Defenses.** After three years from the certificate rider Issue Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the Employee's application (which includes any papers signed or information provided to get the certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the Employee's reinstatement application (which includes any papers signed or information provided to reinstate the certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the certificate rider Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of the certificate rider.

### TERMINATION

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Policy terminates for any reason; or
- the date We receive written notice to terminate this master rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this master rider on the Effective Date.

  
President

  
Secretary



This certificate rider is attached to and part of the Certificate which is a part of the Policy. The terms of the Policy and Certificate apply to this certificate rider unless otherwise stated in this certificate rider. This certificate rider is issued in return for Your approved application. Premium for this certificate rider is included on the Certificate Schedule. The certificate rider premiums are paid to Our administrative office at the same time as the Certificate premiums. After the Policy has been in force 12 months, We may change the premium rates, but not more than once in a 12-month period. We can only do so for all certificate riders under the Policy. A 31-day notice will be given by mail to the Policyholder prior to any premium change.

**SCHEDULE**

Insured Person:	[	]
Issue Date:	[	]
Monthly Benefit:	[\$600/\$1,200]	
Maximum Benefit Period:	[6/12 months]	
Elimination Period:	7 consecutive days	

**DEFINITIONS**

**Actively Employed** means the Insured Person must be working at least the number of hours required for benefit eligibility as shown on the Policyholder’s application and performing the substantial and material duties of their regular occupation. Normal vacation or personal days are considered Actively Employed. However, if vacation or personal days are used to cover disability, sickness or injury, those days are not considered as Actively Employed.

**Concurrent Total Disabilities** means Total Disabilities caused by more than one Injury, whether they are related or not.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Issue Date, (c) occurs while this certificate rider is in force, (d) is not excluded by name or specific description in this certificate rider or the Certificate and (e) occurs while an Insured Person is Off-the-Job.

**Elimination Period** means the number of consecutive days the Insured Person must be Totally Disabled before being eligible to receive the Monthly Benefit. We do not pay Monthly Benefits during the Elimination Period.

**Emergency Care** means those health care services that are provided for injuries of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

**Hospital** means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a registered nurse (RN), and be supervised by a staff of one or more Physicians. The Hospital must also maintain on its premises the patient’s written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a rehabilitation unit or facility or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Injury(ies)** means bodily harm that is caused solely by or is the direct result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Maximum Benefit Period** means the maximum period of time the Monthly Benefits are paid.

**Mental or Nervous Disorder** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin and irrespective of cause, basis or inducement.

**Off-the-Job** means while an Insured Person is not working at any job for wage or profit.

**Recurrent Total Disability** means a situation in which the Insured Person becomes Totally Disabled, ceases to be Totally Disabled, then becomes Totally Disabled again for the same or related Injury. The latter Total Disability will be considered a Recurrent Total Disability.

**Totally Disabled** and **Total Disability** mean that due to an Injury occurring Off-the-Job while this certificate rider is in force, the Insured Person (a) is unable to perform the substantial and material duties of their own occupation, (b) is not working for wage or profit and (c) requires a Physician's care, unless the Insured Person's Physician certifies the Insured Person has reached the maximum point of recovery.

### **BENEFIT**

We will pay the Monthly Benefit if the Insured Person is Totally Disabled beginning within 180 days after the Injury and is Actively Employed at the time Total Disability begins. The Elimination Period must be satisfied.

We will pay the Monthly Benefit while the Insured Person is Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. If the Insured Person's Total Disability lasts less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit payable for each day of the Total Disability. Monthly Benefits will be paid for only one of any Concurrent Total Disabilities. Monthly Benefits for partial disability are not payable.

A Recurrent Total Disability is considered a new Total Disability only if it is separated from the ending date of the prior Total Disability by a period of six months or more where the Insured Person is Actively Employed on a continuous basis and not receiving any disability Monthly Benefits under this certificate rider. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period. Any other Recurrent Total Disability is considered a continuation of a prior Total Disability. A continuation of a prior Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period.

### **EXCLUSIONS**

We will not pay benefits for losses that are caused by or are the result of the Insured Person(s):

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing or parakiting;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness independent of the Covered Accident, including physical or mental infirmity (sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by any Injury);
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve, except during the active duty training of less than 60 days;
- suffering from a Mental or Nervous Disorder;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to the Insured Person by a Physician);

- having cosmetic surgery or other elective procedures that are not medically necessary;
- having dental treatment;
- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- driving any taxi for wage, compensation or profit;
- engaging in an illegal activity or occupation;
- intentionally self-inflicting an Injury;
- committing or attempting to commit suicide, while sane or insane; or
- traveling outside the United States except for those Injuries that require Emergency Care in a Hospital.

## **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this certificate rider occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Insured Person's name and Certificate number as shown on the Certificate Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive a notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated. Written proof of loss includes all information We reasonably request, and may include, the date disability began and the cause of the disability and prognosis. Proof may include the Insured Person's pre-disability income, including tax returns and supporting income information and any proof that the Insured Person is under the care of a Physician. All medical records, including diagnostic exams, lab results and treatment notes/summaries, and pharmacy records where the Insured Person fills prescriptions may also be included.

**Additional Proof of Loss.** To assist Us in determining if the Insured Person is or remains disabled, We have the right, at our expense, to require the Insured Person to provide an interview to our representative(s) and undergo examination by a Physician, vocational expert, or other medical or vocational professional that We select. Any such additional proof of loss must be satisfactory to Us.

**Time of Payment of Claim.** Benefits for any loss covered by this certificate rider will be paid after We receive written proof satisfactory to Us and all other provisions herein are met. We will pay the Monthly Benefit at the end of the month for which it is due.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this certificate rider is in force. Termination of this certificate rider will not affect any claim for disability, provided that the Total Disability begins prior to termination of this certificate rider and within 30 days after the date of the Injury causing the disability.

**Payment of Claim.** All benefits will be paid to You if living or to Your Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, including overpayment made due to fraud or any error We make in processing a claim. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, You or Your Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision if the denial does not involve a claim for disability benefits, or 180 days after receipt of Our denial decision if the denial involves a claim for disability benefits. We will provide written notice of Our decision on appeal.

### GENERAL PROVISION

In this certificate rider, "Policy" and "Certificate" mean the Policy and Certificate to which this certificate rider is attached.

**Time Limit on Certain Defenses.** After three years from this certificate rider Issue Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your application( which includes any papers signed or information provided to get this certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

After three years from the last Reinstatement Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application (which includes any papers signed or information provided to reinstate this certificate rider) to void coverage or deny a claim for loss that happens after the three-year period.

No claim for loss incurred after three years from the certificate rider Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing on the date of loss had existed prior to the effective date of coverage of this certificate rider.

### TERMINATION

Coverage will terminate and no benefits will be payable on the earliest of the following:

- the date the Certificate terminates for any reason;
- when any premium due for this certificate rider is not paid before the end of the Grace Period; or
- the date We receive written notice to terminate this certificate rider unless the notice specifies a later date.

Assurity Life Insurance Company has signed this certificate rider on the Issue Date.

  
President

  
Secretary

ACCIDENT EXPENSE				
Plans	Insured Options	Benefit Options	Riders	Premium Amt.
<input type="checkbox"/> 24-hour Accident Expense  <input type="checkbox"/> Off-the-job Accident Expense	<input type="checkbox"/> Employee <input type="checkbox"/> Employee/Spouse <input type="checkbox"/> Employee/Child <input type="checkbox"/> Family	<input type="checkbox"/> 1 unit <input type="checkbox"/> 2 units	<input type="checkbox"/> Accident-only Disability Income Rider Benefit Period: <input type="checkbox"/> 6-month <input type="checkbox"/> 12-month Benefit Amount: <input type="checkbox"/> \$600 <input type="checkbox"/> \$1,200 <input type="checkbox"/> Wellness Benefit Rider <input type="checkbox"/> Other ( <i>specify</i> ) _____	

**HEALTH SECTION**

Please answer the following question if applying for Accident-only Disability Income Rider.

1. During the past **6 months**, has any Proposed Insured missed work for more than 5 consecutive days due to personal injury or illness (*except pregnancy*)? .....  Yes  No