

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE**

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA," controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon  
(503) 321-7000

## GROUP ACCIDENT INSURANCE CERTIFICATE AND SUMMARY PLAN DESCRIPTION

---

Policyholder:	Northern Counties Health Care, Inc.
Group Policy Number:	158172-F
Group Policy Effective Date:	January 1, 2024
State of Issue:	Vermont

---

The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your insurance is changed by an amendment to the Group Policy, we will provide the Policyholder or Employer with a revised Certificate and Summary Plan Description or other notice that will be available to you.

Possession of this Certificate and Summary Plan Description does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate and Summary Plan Description.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section and provision headings, and references to them, appear in boldface type.

**Your Certificate and Summary Plan Description describes the insurance under the Group Policy. Please read your Certificate carefully.**

**THIS CERTIFICATE IS ISSUED UNDER A LIMITED BENEFIT POLICY THAT PROVIDES ACCIDENT INSURANCE BENEFITS AND IT DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS. THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED DOES NOT PROVIDE COMPREHENSIVE HEALTH INSURANCE COVERAGE. IT IS NOT INTENDED TO SATISFY THE INDIVIDUAL MANDATE OF THE AFFORDABLE CARE ACT (ACA) OR PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE ACA (OFTEN REFERRED TO AS "MAJOR MEDICAL COVERAGE"). IT DOES NOT PROVIDE COVERAGE FOR HOSPITAL, SURGICAL, OR MAJOR MEDICAL EXPENSES.**

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE INSURANCE UNDER THE GROUP POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.**

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT POLICY. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM US.**

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE INSURANCE UNDER THE GROUP POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.**

STANDARD INSURANCE COMPANY  
By



President and CEO

## Table of Contents

<b>COVERAGE FEATURES</b> .....	<b>1</b>
Employer(s).....	1
Member.....	1
Class(es).....	1
Work (Occupational) Accident Covered.....	1
Eligibility Waiting Period.....	1
Premium Contributions.....	1
Table Of Accident Insurance Benefit Amounts.....	1
Additional Features.....	5
<b>ERISA SUMMARY PLAN DESCRIPTION INFORMATION</b> .....	<b>6</b>
<b>ELIGIBILITY AND ENROLLMENT</b> .....	<b>7</b>
Becoming Insured.....	7
When Your Insurance Becomes Effective.....	7
Changes in Your Insurance.....	7
Active Work Requirement.....	7
When Your Insurance Ends.....	7
<b>CHILD INSURANCE</b> .....	<b>8</b>
Eligibility for Child Insurance.....	8
When Child Insurance Becomes Effective.....	8
Changes in Child Insurance.....	8
When Child Insurance Ends.....	8
<b>SPOUSE INSURANCE</b> .....	<b>9</b>
Eligibility for Spouse Insurance.....	9
When Spouse Insurance Becomes Effective.....	9
Changes in Spouse Insurance.....	9
When Spouse Insurance Ends.....	9
<b>ACCIDENT INSURANCE BENEFITS</b> .....	<b>9</b>
Insuring Clause.....	9
Emergency Care Benefits.....	10
Air Ambulance Benefit.....	10
Blood, Plasma, and Platelet Benefit.....	10
Emergency Dental Benefit.....	10
Emergency Room Benefit.....	10
Ground Ambulance Benefit.....	10

Initial Care Visit Benefit.....	10
Major Diagnostic Exam Benefit.....	11
Outpatient X-Ray Benefit.....	11
Urgent Care Benefit.....	11
Specific Injury Benefits.....	11
Burn Benefit.....	11
Coma Benefit.....	12
Concussion Benefit.....	12
Dislocation Benefit.....	12
Eye Injury Benefit.....	12
Fracture Benefit.....	13
Laceration Benefit.....	13
Skin Graft Benefit.....	13
Surgical Benefits.....	13
Abdominal and Thoracic Surgery Benefit.....	13
Knee Cartilage Benefit.....	13
Ruptured Disc Benefit.....	14
Surgical Facility Benefit.....	14
Tendon, Ligament, and Rotator Cuff Surgery Benefit.....	14
Hospital Benefits.....	14
Critical Care Unit Admission Benefit.....	14
Daily Critical Care Unit Confinement Benefit.....	15
Daily Hospital Confinement Benefit.....	15
Daily Rehabilitation Facility Benefit.....	15
Hospital Admission Benefit.....	15
Follow Up Care Benefits.....	16
Appliance Benefit.....	16
Chiropractic Care Benefit.....	16
Follow Up Care Benefit.....	16
Hearing Device Benefit.....	16
Prosthesis Benefit.....	17
Therapy Services Benefit.....	17
Additional Benefits.....	17
Automobile Accident Benefit.....	17
Lodging Benefit.....	17
Transportation Benefit.....	18

Youth Organized Sports Benefit.....	18
AD&D Benefits.....	18
Accidental Death Benefit.....	18
Accidental Dismemberment Benefit.....	18
Accidental Impairment Benefit.....	19
Value Added AD&D Benefits.....	20
Air Bag Benefit.....	20
Common Carrier Accidental Death Benefit.....	20
Helmet Benefit.....	20
Repatriation Benefit.....	21
Seat Belt Benefit.....	21
<b>EXCLUSIONS.....</b>	<b>21</b>
<b>ADDITIONAL FEATURES.....</b>	<b>22</b>
Reinstatement.....	22
Continuity of Coverage.....	22
Continuation of Insurance for the Member.....	22
<b>CLAIMS.....</b>	<b>23</b>
Filing a Claim.....	23
Time Limits on Filing Proof Of Loss.....	23
Proof Of Loss.....	23
Investigation of Claim.....	23
Notice of Decision on Claim.....	24
Review Procedure.....	24
Time of Payment.....	24
Reimbursement.....	25
Unpaid Premium.....	25
<b>BENEFIT PAYMENT AND BENEFICIARY PROVISIONS.....</b>	<b>25</b>
Payment of Benefits.....	25
Naming a Beneficiary.....	25
Simultaneous Death Provision.....	26
No Surviving Beneficiary.....	26
<b>GENERAL PROVISIONS.....</b>	<b>26</b>
Assignment.....	26
Time Limits on Legal Actions.....	26
Incontestability of Insurance.....	26
Clerical Error.....	27

Agency.....27

Misstatement of Age.....27

**DEFINITIONS.....27**

**ERISA INFORMATION AND NOTICE OF RIGHTS.....32**

Statement of Your Rights under ERISA.....32

## INDEX OF DEFINED TERMS

Accident or Accidental 27, 29  
Active Work and Actively At Work 7  
Admitted 27  
Air Bag System 20  
Ambulance (Ground or Air) 27  
Ambulatory Surgical Center 27  
Appliance 16  
Automobile 27  
Beneficiary 25  
Calendar Year 27  
Child 28  
Child Safety Seat 21  
Chip Fracture 13  
Chiropractor 16  
Coma 12  
Common Carrier 20  
Concussion 12  
Confinement or Confined 28  
Covered Accident 28  
Critical Care Unit (CCU) 28  
Dentist 10  
Dependent(s) 28  
Dislocation or Dislocated 12  
Eligibility Waiting Period 28  
Emergency Room 28  
Employer 29  
Follow Up Care 16  
Fracture 13  
Group Policy 29  
Health Care Provider 29  
Health Service Facility or Facilities 29  
Hearing Device 16  
Helmet 20  
Hemiplegia 19  
Hospital 29  
Initial Care 29  
Injury or Injuries 29  
Inpatient 29  
Knee Cartilage 14  
Laceration 13  
Limb 29  
Loss Of Hearing 19  
Loss Of Sight 19  
Major Diagnostic Exam 11  
Moderate Loss Of Hearing 17  
Nurse Practitioner 29  
Occupational Therapist 30  
Organized Sport Event 18  
Outpatient 30  
Paraplegia 19  
Physical Therapist 30  
Physician 30  
Physician Assistant 30  
Pregnancy 30  
Prior Plan 30  
Proof Of Loss 23  
Quadriplegia 20  
Rehabilitation Facility 30  
Seat Belt System 21  
Speech Therapist 30  
Spouse 31  
Triplegia 20  
Uniplegia 20  
Urgent Care Facility 31

---

## COVERAGE FEATURES

---

### Employer(s)

Northern Counties Health Care, Inc.

### Member

You are a Member if you are all of the following:

- A regular employee of the Employer working in the United States.
- Actively At Work at least 17.50 hours each week.
- A citizen or resident of the United States.

You are not a Member if you are:

- A temporary or seasonal employee.
- A full time member of the armed forces of any country.
- A leased employee.
- An independent contractor.

### Class(es)

All Members

**Work (Occupational) Accident Covered:** Yes

### Eligibility Waiting Period

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you become a Member.

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

### Premium Contributions

For you and your Dependents:   Contributory

Contributory means you pay all or part of the premium for insurance.

### Table Of Accident Insurance Benefit Amounts

#### Emergency Care Benefits

Air Ambulance Benefit	\$1,500
Blood, Plasma, and Platelet Benefit	\$600
Emergency Dental Benefit	
Crown	\$350
Extraction	\$150
Emergency Room Benefit	\$200
Ground Ambulance Benefit	\$600

Initial Care Visit Benefit	\$60
Major Diagnostic Exam Benefit	\$300
Outpatient X-Ray Benefit	\$60
Urgent Care Benefit	\$60

### Specific Injury Benefits

#### Burn Benefit

2 <sup>nd</sup> degree burn less than or equal to 15% of body surface	\$500
2 <sup>nd</sup> degree burn greater than 15% of body surface	\$1,500
3 <sup>rd</sup> degree burn less than or equal to 15% of body surface	\$7,500
3 <sup>rd</sup> degree burn greater than 15% of body surface	\$12,500

Coma Benefit \$15,000

Concussion Benefit \$200

#### Dislocation Benefit

	<b>Non-surgical</b>	<b>Surgical</b>
Ankle	\$1,000	\$2,000
Collarbone (sternoclavicular)	\$1,000	\$2,000
Collarbone (acromio and separation)	\$500	\$1,000
Elbow	\$1,000	\$2,000
Finger(s)	\$200	\$400
Foot (not including toe(s))	\$1,000	\$2,000
Hand (not including finger(s))	\$1,000	\$2,000
Hip	\$3,500	\$7,000
Knee (not including kneecap)	\$1,000	\$2,000
Lower jaw	\$1,000	\$2,000
Rib	\$200	\$400
Shoulder	\$1,000	\$2,000
Spine	\$500	\$1,000
Toe(s)	\$200	\$400
Wrist	\$1,000	\$2,000
Partial Dislocation	25% of the non-surgical amount payable for the specific Dislocation amount shown above	

Eye Injury Benefit \$300

#### Fracture Benefit

	<b>Non-surgical</b>	<b>Surgical</b>
Ankle	\$650	\$1,300

Arm (elbow to wrist)	\$650	\$1,300
Arm (shoulder to elbow)	\$650	\$1,300
Bones of face (other than lower jaw or nose)	\$750	\$1,500
Coccyx	\$750	\$1,500
Collarbone	\$650	\$1,300
Elbow	\$650	\$1,300
Finger(s)	\$200	\$400
Foot (not including toe(s))	\$650	\$1,300
Hand (not including finger(s))	\$650	\$1,300
Hip	\$3,000	\$6,000
Kneecap	\$650	\$1,300
Leg (knee to ankle)	\$1,700	\$3,400
Leg (hip to knee)	\$3,000	\$6,000
Lower jaw	\$650	\$1,300
Nose	\$750	\$1,500
Pelvis	\$1,700	\$3,400
Rib	\$500	\$1,000
Shoulder blade	\$650	\$1,300
Skull		
Depressed	\$5,250	\$10,500
Non-depressed	\$2,000	\$4,000
Sternum	\$650	\$1,300
Toe(s)	\$200	\$400
Vertebrae	\$750	\$1,500
Vertebral Column	\$1,700	\$3,400
Wrist	\$650	\$1,300
Chip Fracture	25% of the non-surgical amount payable for the specific Fracture shown above	
Laceration Benefit		
Less than 2 inches combined length for all lacerations	\$100	
2-6 inches combined length for all lacerations	\$400	
Over 6 inches combined length for all lacerations	\$800	
Skin Graft Benefit	50% of Burn Benefit	

## **Surgical Benefits**

### Abdominal and Thoracic Surgery Benefit

Exploratory surgery (both laparoscopic and open)	\$400
Laparoscopic surgical repair	\$1,000
Open surgical repair	\$2,000

### Knee Cartilage Benefit

Exploratory surgery	\$250
One surgical repair	\$1,000

Ruptured Disc Benefit \$1,000

Surgical Facility Benefit \$500

### Tendon, Ligament, and Rotator Cuff Surgery Benefit

Exploratory of any of the above	\$250
Repair of one of the above	\$1,000
Repair of more than one of the above	\$1,500

## **Hospital Benefits**

Critical Care Unit Admission Benefit	\$1,000
Daily Critical Care Unit Confinement Benefit	\$200 per day
Daily Hospital Confinement Benefit	\$400 per day
Daily Rehabilitation Facility Benefit	\$150 per day
Hospital Admission Benefit	\$1,500

## **Follow Up Care Benefits**

Appliance Benefit	\$200
Chiropractic Care Benefit	\$60 per day
Follow Up Care Benefit	\$70 per day
Hearing Device Benefit	\$600
Prosthesis Benefit	
One Prosthetic	\$1,000
More than one Prosthetic	\$2,000
Therapy Services Benefit	\$50 per day

## **Additional Benefits**

Automobile Accident Benefit	\$500
Lodging Benefit	\$200 per day
Transportation Benefit	\$200 per day

Youth Organized Sports Benefit                      25% of total Covered Accident benefits payable for Child

**Accidental Death and Dismemberment (AD&D) Benefits**

Accidental Death Benefit (AD Benefit)

For you:	\$100,000
For your Spouse:	\$50,000
For your Child(ren):	\$25,000

Accidental Dismemberment Benefit

One hand or one foot	15% of AD Benefit
Both hands or feet	30% of AD Benefit
One hand and one foot	30% of AD Benefit
One finger or toe	2% of AD Benefit
More than one finger or toe	5% of AD Benefit

Accidental Impairment Benefit

Loss Of Hearing

One ear	15% of AD Benefit
Both ears	30% of AD Benefit

Loss Of Sight

One eye	15% of AD Benefit
Both eyes	30% of AD Benefit

Hemiplegia    30% of AD Benefit

Paraplegia    30% of AD Benefit

Quadriplegia     50% of AD Benefit

Triplegia    30% of AD Benefit

Uniplegia     15% of AD Benefit

**Value Added AD&D Benefits**

Airbag Benefit	10% of AD Benefit
Common Carrier Accidental Benefit	100% of AD Benefit
Helmet Benefit	10% of AD Benefit
Repatriation Benefit	10% of AD Benefit
Seat Belt Benefit	10% of AD Benefit

**Additional Features**

Reinstatement  
Continuity of Coverage  
Continuation of Insurance for the Member

## ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan:	Group Accident Insurance
Name, Address of Plan Sponsor:	Northern Counties Health Care, Inc. 165 Sherman Drive Saint Johnsbury, Vermont 05819
Plan Sponsor Tax ID Number:	51-0199559
Plan Number:	501
Type of Plan:	Group Insurance Plan
Type of Administration:	Contract Administration
Name, Address, Phone Number of Plan Administrator:	Plan Sponsor (802) 748-9405
Name, Address of Registered Agent for Service of Legal Process:	Northern Counties Health Care, Inc.
If Legal Process Involves Claims For Benefits Under The Group Policy, Additional Notification of Legal Process Must Be Sent To:	Standard Insurance Company 900 SW Fifth Avenue Portland, Oregon
Sources of Contributions:	Member
Funding Medium:	Standard Insurance Company - Fully Insured
Plan Fiscal Year End:	December 31

---

## ELIGIBILITY AND ENROLLMENT

---

### Becoming Insured

To become insured you must:

- Be a Member.
- Complete your Eligibility Waiting Period.
- Meet the requirements shown in **When Your Insurance Becomes Effective** and **Active Work Requirement**.

### When Your Insurance Becomes Effective

The **Coverage Features** states whether insurance is Contributory or Noncontributory. Subject to the **Active Work Requirement**, your insurance becomes effective as follows:

#### Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance becomes effective on:

- The date you become eligible if you apply on or before that date.
- The date you apply if you apply after you become eligible.

### Changes in Your Insurance

Subject to the **Active Work Requirement**, you may apply in writing for any increase in your insurance, for which you are eligible.

Decreases become effective on the later of:

- The first day of the calendar month coinciding with or next following the date of change in your Class.
- The first day of the calendar month coinciding with or next following the date the Policyholder or Employer receives your written request for the decrease.

### Active Work Requirement

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance under the Group Policy, your insurance will not become effective until the day after you complete 1 full day(s) of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the **Active Work Requirement** if you meet all of the requirements shown below:

- You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day.
- You were Actively At Work on your last scheduled work day before the date of your absence.
- You were capable of Active Work on the day before the scheduled effective date of your insurance.

### When Your Insurance Ends

Insurance ends automatically on the earliest of the following:

- For Contributory insurance, the date you notify your Employer or Policyholder in writing that coverage is to be terminated.
- The date the last period ends for which the premium was paid for your insurance.

- The date the Group Policy or your Employer's coverage under the Group Policy terminates.
- The first day of the calendar month following the date your employment terminates, unless you continue your insurance under the **Continuation of Insurance for the Member** provision.
- The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued with payment of premium:
  - During the first 60 day(s) of a temporary or indefinite administrative leave of absence or sick leave.
  - During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than 60 day(s).
  - During a leave of absence which is required by the federal or a state-mandated family or medical leave act or law.

---

## CHILD INSURANCE

---

### Eligibility for Child Insurance

You become eligible to insure your Child(ren) on the later of:

- The date your insurance becomes effective if you have a Child on that date.
- The date you first acquire a Child, if you are insured on that date.

A Member may not be insured as both a Member and a Child. A Child may not be insured by more than one Member.

For Contributory Child insurance, if you do not have Child insurance at the time you acquire a newborn or adopted Child, that Child is automatically insured for 31 days from the moment of birth or placement. However, you must apply in writing and pay premium back to the date of birth or placement within 31 days for Child insurance to continue. If your application is received after that 31 days, your automatic Child insurance under this provision ends on the first day after the 31 day period. This provision does not apply to you if you have an existing Child and you previously declined to enroll in Child insurance.

### When Child Insurance Becomes Effective

The **Coverage Features** states whether your Child insurance is Contributory or Noncontributory. You must apply in writing for Contributory Child insurance and agree to pay premiums.

Contributory Child insurance becomes effective on the latest of:

- The date your insurance becomes effective if you have a Child on that date and you have applied for Child insurance.
- The first day of the calendar month coinciding with or next following the date you apply to insure your Child.

### Changes in Child Insurance

Increases or decreases resulting from changes in your insurance will become effective for the Child on the effective date of your change in insurance.

### When Child Insurance Ends

Your insurance for a Child ends automatically on the earliest of:

- The date your insurance ends, unless the Child insurance is continued under the **Continuation of Insurance for the Member** provision.
- The date the Child insurance terminates under the Group Policy, unless the Child insurance is continued under the **Continuation of Insurance for the Member** provision.

- The date a Child ceases to meet the definition of Child.
- The date the last period ends for which the premium was paid for your Child insurance.
- The date the Group Policy terminates or the date your Employer's coverage under the Group Policy terminates.

---

## SPOUSE INSURANCE

---

### Eligibility for Spouse Insurance

You become eligible to insure your Spouse on the later of:

- The date you become eligible for insurance if you have a Spouse on that date.
- The date you acquire a Spouse if you are insured on that date.

A Member may not be insured as both a Member and a Spouse.

### When Spouse Insurance Becomes Effective

The **Coverage Features** states whether your Spouse insurance is Contributory or Noncontributory. You must apply in writing for Contributory Spouse insurance and agree to pay premiums.

Contributory Spouse insurance becomes effective on the latest of:

- The date your insurance becomes effective if you apply on or before that date to insure your Spouse.
- The first day of the calendar month coinciding with or next following the date you apply to insure your Spouse.

### Changes in Spouse Insurance

Increases or decreases resulting from changes in your insurance will become effective for your Spouse on the effective date of your change in insurance.

### When Spouse Insurance Ends

Your insurance for a Spouse ends automatically on the earliest of:

- The date your insurance ends, unless Spouse insurance is continued under the **Continuation of Insurance for the Member** provision.
- The date Spouse insurance terminates under the Group Policy.
- The date a Spouse ceases to meet the definition of Spouse.
- The date the last period ends for which the premium was paid for your Spouse insurance.
- The date the Group Policy terminates.

---

## ACCIDENT INSURANCE BENEFITS

---

### Insuring Clause

If you or your Dependent meet the requirements for Accident Insurance Benefits while insured under the Group Policy, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

## **Emergency Care Benefits**

### **Air Ambulance Benefit**

We will pay an Air Ambulance Benefit if you or your Dependent meet all of the following requirements:

- Transportation via air Ambulance is for the same Covered Accident for which a Daily Hospital Confinement Benefit, Hospital Admission Benefit, or Emergency Room Benefit is payable.
- Transportation is to a Hospital or Health Service Facility within 72 hours of the Covered Accident.

We will pay an Air Ambulance Benefit once per Covered Accident per insured person. A Ground Ambulance Benefit and Air Ambulance Benefit may be payable for the same Covered Accident.

### **Blood, Plasma, and Platelet Benefit**

We will pay a Blood, Plasma, and Platelet Benefit if you or your Dependent meet all of the following requirements:

- Require a transfusion of blood, plasma, or platelets (including, the administration, cross matching, typing, and processing of blood, plasma, or platelets) for a Covered Accident.
- The transfusion is administered within 90 days of the Covered Accident.

We will pay a Blood, Plasma, and Platelet Benefit once per Covered Accident per insured person.

### **Emergency Dental Benefit**

We will pay an Emergency Dental Benefit if you or your Dependent meet all of the following requirements:

- Suffer one or more broken teeth as a result of a Covered Accident which is repaired by a Dentist with dental crown(s) and/or dental extraction(s).
- Repair must begin within 90 days of the Covered Accident.

We will pay an Emergency Dental Benefit for 1 dental crown(s) and 1 dental extraction(s) per Covered Accident per insured person, regardless of how many dental crowns and dental extractions occur. We will not pay for routine dental examinations or procedures.

Dentist means a licensed doctor of dentistry, acting within the scope of the license. Dentist does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

### **Emergency Room Benefit**

We will pay an Emergency Room Benefit if you or your Dependent meet all of the following requirements:

- Visit an Emergency Room for a Covered Accident.
- The visit is within 72 hours of the Covered Accident.

We will pay an Emergency Room Benefit once per Covered Accident per insured person.

### **Ground Ambulance Benefit**

We will pay a Ground Ambulance Benefit if you or your Dependent meet all of the following requirements:

- Transportation via ground Ambulance is for the same Covered Accident for which a Daily Hospital Confinement Benefit, Hospital Admission Benefit, or Emergency Room Benefit is payable.
- Transportation is to a Hospital or Health Service Facility within 90 days of the Covered Accident.

We will pay a Ground Ambulance Benefit once per Covered Accident per insured person. A Ground Ambulance Benefit and Air Ambulance Benefit may be payable for the same Covered Accident.

### **Initial Care Visit Benefit**

We will pay an Initial Care Visit Benefit if you or your Dependent meet all of the following requirements:

- Visit a Health Care Provider for Initial Care due to a Covered Accident.

- The visit is within 72 hours of the Covered Accident.

We will pay an Initial Care Visit Benefit once per Covered Accident per insured person.

An Initial Care Visit Benefit is not payable if:

- Initial Care is rendered in an Urgent Care Facility or Emergency Room and an Urgent Care Benefit or Emergency Room Benefit is payable for the same Covered Accident.
- Initial Care occurs in a Health Care Provider's office or clinic and a subsequent visit is made for the same Covered Accident to an Urgent Care Facility or Emergency Room within 24 hours of the Initial Care and an Urgent Care Benefit or Emergency Room Benefit is payable for the same Covered Accident.

### **Major Diagnostic Exam Benefit**

We will pay a Major Diagnostic Exam Benefit if you or your Dependent meet all of the following requirements:

- Undergo a Major Diagnostic Exam due to a Covered Accident.
- The Major Diagnostic Exam is performed within 90 days of the Covered Accident.

Major Diagnostic Exam means:

- Computerized Tomography (CT) scan.
- Magnetic Resonance Imaging (MRI).
- Electroencephalogram (EEG).
- Magnetic Resonance Angiogram scan (MRA).
- Positron Emission Tomography (PET).
- Spectroscopy (SPECT).

We will pay a Major Diagnostic Exam Benefit once per Covered Accident per insured person, regardless of the number of Major Diagnostic Exams.

### **Outpatient X-Ray Benefit**

We will pay an Outpatient X-Ray Benefit if you or your Dependent meet all of the following requirements:

- Undergo an X-ray due to a Covered Accident.
- An X-ray was performed on an Outpatient basis at a Hospital or Health Service Facility within 90 days of the Covered Accident.

We will pay an Outpatient X-Ray Benefit once per Covered Accident per insured person.

### **Urgent Care Benefit**

We will pay an Urgent Care Benefit if you or your Dependent meet all of the following requirements:

- Visit an Urgent Care Facility due to a Covered Accident.
- The visit is within 72 hours of the Covered Accident.

We will pay an Urgent Care Benefit once per Covered Accident per insured person. An Urgent Care Benefit is not payable if an Emergency Room Benefit is payable for the same Covered Accident.

### **Specific Injury Benefits**

#### **Burn Benefit**

We will pay a Burn Benefit if you or your Dependent meet all of the following requirements:

- Sustain a second or third degree burn as a result of a Covered Accident.

- Treated by a Physician within 72 hours of the Covered Accident.

We will pay a Burn Benefit once per Covered Accident per insured person. If you or your Dependent sustain a second degree and third degree burn for the same Covered Accident, we will pay both benefit amounts.

### **Coma Benefit**

We will pay a Coma Benefit if you or your Dependent sustain a Coma due to a Covered Accident. We will pay a Coma Benefit once per Covered Accident per insured person.

Coma means a diagnosis for which there is a profound state of mental unconsciousness from which one cannot be aroused and there is no evidence of appropriate response to external stimulation, other than primitive avoidance reflexes. The diagnosis must:

- Be made by a Physician.
- Must last for at least 96 consecutive hours resulting in neurological deficit with persisting clinical symptoms.

Coma which is medically induced is not included.

### **Concussion Benefit**

We will pay a Concussion Benefit if you or your Dependent meet all of the following requirements:

- Suffer a Concussion as a result of a Covered Accident.
- The diagnosis is made by a Physician within 72 hours of the Covered Accident.

We will pay a Concussion Benefit once per Covered Accident per insured person.

Concussion means a disruption of brain function resulting from a traumatic blow to the head, neck, or upper body.

### **Dislocation Benefit**

We will pay a Dislocation Benefit if you or your Dependent meet all of the following requirements:

- Suffer a Dislocation or Partial Dislocation as a result of a Covered Accident and it is diagnosed within 90 days of the Covered Accident.
- The Dislocation or Partial Dislocation must require a surgical or nonsurgical procedure by a Physician.
- If a surgical procedure is required, the procedure must begin within 90 days of the Covered Accident.

We will pay a Dislocation Benefit for each Dislocation and Partial Dislocation per Covered Accident per insured person.

Dislocation or Dislocated means a separation of two bones where they meet at a joint.

Partial Dislocation means the partial, abnormal separation of the articular surfaces of a joint. Also, referred to as an incomplete dislocation or subluxation.

### **Eye Injury Benefit**

We will pay an Eye Injury Benefit if you or your Dependent meet one of the following requirements:

- Surgical repair of an eye is performed by a Physician due to a Covered Accident within 90 days of a Covered Accident.
- A Physician removes an embedded foreign body from the eye (with or without anesthesia) due to a Covered Accident within 90 days of a Covered Accident.

We will pay an Eye Injury Benefit once per eye per Covered Accident per insured person. The Eye Injury Benefit is not payable solely for an Injury to the eyelid or for an examination of the eye.

## **Fracture Benefit**

We will pay a Fracture Benefit if you or your Dependent meet all of the following requirements:

- Suffer a Fracture or Chip Fracture as a result of a Covered Accident and it is diagnosed within 90 days of the Covered Accident.
- The Fracture or Chip Fracture must be corrected by a surgical or nonsurgical procedure by a Physician.
- If a surgical procedure is required, the procedure must begin within 90 days of the Covered Accident.

We will pay a Fracture Benefit for each Fracture and Chip Fracture suffered per Covered Accident per insured person.

Chip Fracture means any small fragmental Fracture, usually one involving a bony process near a joint.

Fracture means a break in a bone which is confirmed by X-ray or other diagnostic examination.

## **Laceration Benefit**

We will pay a Laceration Benefit if you or your Dependent meet all of the following requirements:

- Suffer a Laceration as a result of a Covered Accident and it is treated within 72 hours of the Covered Accident.
- A wound closure is performed by a Health Care Provider to repair the Laceration. Wound closure includes, but is not limited to: staples, sutures, stitches, glue, or steristrips.

We will pay a Laceration Benefit once per Covered Accident per insured person. The amount payable is the total length of all lacerations received in any one Covered Accident per insured person.

Laceration means a cut.

## **Skin Graft Benefit**

We will pay a Skin Graft Benefit if you or your Dependent meet all of the following requirements:

- A Burn Benefit is payable for the same Covered Accident.
- Skin grafting is performed by a Physician to repair the Injury.

We will pay a Skin Graft Benefit once per Covered Accident per insured person.

## **Surgical Benefits**

### **Abdominal and Thoracic Surgery Benefit**

We will pay an Abdominal and Thoracic Surgery Benefit if you or your Dependent meet all of the following requirements:

- An abdominal or thoracic surgery is performed by a Physician due to Injuries sustained in a Covered Accident.
- The surgery is performed within 72 hours of a Covered Accident.

We will pay an Abdominal and Thoracic Surgery Benefit once per Covered Accident per insured person. If more than one abdominal or thoracic surgery is performed as a result of the same Covered Accident, we will pay the benefit for the surgery with the highest payable benefit amount.

### **Knee Cartilage Benefit**

We will pay a Knee Cartilage Benefit if you or your Dependent meet one of the following requirements:

- Undergo exploratory surgery by a Physician for a suspected tear, rupture, or severance of the knee cartilage of one or both knees due to a Covered Accident within 90 days after the Covered Accident.

- Suffer a tear, rupture or severance of the knee cartilage of one or both knees due to a Covered Accident with diagnosis within 90 days after the Covered Accident with surgical repair by a Physician completed within 180 days of the Covered Accident.

We will pay a Knee Cartilage Benefit once per Covered Accident per insured person, regardless of whether one or both knees require surgical repair. If exploratory and surgical repair are performed for the same Covered Accident, we will pay the surgical repair benefit amount.

Knee Cartilage means the fibrous cartilage contained in the knee, known as the meniscus.

### **Ruptured Disc Benefit**

We will pay a Ruptured Disc Benefit if you or your Dependent meet all of the following requirements:

- Suffer at least one ruptured disc in the spinal column as a result of a Covered Accident for which surgery is required.
- The ruptured disc must be treated by a Physician within 90 days of a Covered Accident, with completion of the surgery within 180 days of a Covered Accident.

We will pay a Ruptured Disc Benefit once per Covered Accident per insured person, regardless of the number of discs ruptured.

### **Surgical Facility Benefit**

We will pay a Surgical Facility Benefit if you or your Dependent meet all of the following requirements:

- Surgery is performed by a Physician for a Covered Accident.
- Surgery for a Covered Accident is performed on an Outpatient basis at a Hospital or an Ambulatory Surgical Center.
- Surgery is within 90 days of the Covered Accident.

We will pay a Surgical Facility Benefit once per Covered Accident per insured person.

### **Tendon, Ligament, and Rotator Cuff Surgery Benefit**

We will pay a Tendon, Ligament, and Rotator Cuff Surgery Benefit if you or your Dependent meet one of following requirements:

- Undergo exploratory surgery by a Physician for an Injury of the tendon, ligament, or rotator cuff due to a Covered Accident within 90 days of the Covered Accident.
- Suffer an Injury of the tendon, ligament, or rotator cuff due to a Covered Accident with diagnosis within 90 days after the Covered Accident with surgical repair by a Physician completed within 180 days of the Covered Accident.

We will pay a Tendon, Ligament, and Rotator Cuff Surgery Benefit once per Covered Accident per insured person. If we pay for one surgical repair and a second surgical repair is required for the same Covered Accident and the requirements above are met, we will pay the difference between the amount already paid for the first surgical repair and the amount due for the second surgical repair. If an exploratory and surgical repair are performed for the same Covered Accident, we will pay the surgical repair amount.

### **Hospital Benefits**

#### **Critical Care Unit Admission Benefit**

We will pay a Critical Care Unit Admission Benefit if you or your Dependent meet all of the following requirements:

- Admitted by a Physician to a Critical Care Unit due to a Covered Accident.
- Admission occurs within 90 days of a Covered Accident for diagnosis or treatment of Injuries sustained in a Covered Accident.

We will pay a Critical Care Unit Admission Benefit once per Covered Accident per insured person, regardless of the number of days Confined in the Critical Care Unit. The Critical Care Unit Admission Benefit may be paid in addition to the Hospital Admission Benefit.

### **Daily Critical Care Unit Confinement Benefit**

We will pay a Daily Critical Care Unit Confinement Benefit for the days you or your Dependent meet all of the following requirements:

- Confined to a Critical Care Unit of a Hospital due to a Covered Accident.
- Confinement occurs within 15 days of a Covered Accident.

We will pay a Daily Critical Care Unit Confinement Benefit for up to 15 days per Covered Accident per insured person. A Daily Critical Care Unit Confinement Benefit may be paid in addition to a Daily Hospital Confinement Benefit.

Only one Daily Critical Care Unit Confinement Benefit is payable at a time, even if Confinement is caused by more than one Covered Accident.

### **Daily Hospital Confinement Benefit**

We will pay a Daily Hospital Confinement Benefit for the days you or your Dependent meet all of the following requirements:

- Confined to a Hospital due to a Covered Accident.
- Confinement occurs within 15 days of the Covered Accident.

We will pay a Daily Hospital Confinement Benefit for up to 365 days per Covered Accident per insured person.

Only one Daily Hospital Confinement Benefit is payable at a time, even if Confinement is caused by more than one Covered Accident.

### **Daily Rehabilitation Facility Benefit**

We will pay a Daily Rehabilitation Facility Benefit for the days you or your Dependent meet all of the following requirements:

- A Physician prescribes Confinement in a Rehabilitation Facility providing rehabilitation care services due to a Covered Accident.
- Confinement in the Rehabilitation Facility immediately follows a Confinement in a Hospital due to a Covered Accident.

We will pay a Daily Rehabilitation Facility Benefit for up to 90 days per Covered Accident per insured person.

A Daily Rehabilitation Facility Benefit is not payable if a Daily Hospital Confinement Benefit or Daily Critical Care Unit Benefit is payable for the same days of the same Covered Accident.

Only one Daily Rehabilitation Facility Benefit is payable at a time, even if Confinement is caused by more than one Covered Accident.

### **Hospital Admission Benefit**

We will pay a Hospital Admission Benefit if you or your Dependent meet all of the following requirements:

- Admitted by a Physician to a Hospital due to a Covered Accident.
- Admission occurs within 90 days of the Covered Accident.

We will pay a Hospital Admission Benefit once per Covered Accident per insured person, regardless of the number of days Confined in a Hospital. The Hospital Admission Benefit may be paid in addition to the Critical Care Unit Admission Benefit.

## **Follow Up Care Benefits**

### **Appliance Benefit**

We will pay an Appliance Benefit if you or your Dependent meet all of the following requirements:

- Use an Appliance as prescribed by a Physician, Physical Therapist, or Occupational Therapist as necessary due to an Injury sustained in a Covered Accident.
- Use of the Appliance is within 90 days of the Covered Accident.

We will pay an Appliance Benefit for 1 Appliance(s) per Covered Accident per insured person.

Appliance means a wheelchair, leg or back brace, crutches, walker, cane, a walking boot that extends above the ankle, or a brace for the neck.

### **Chiropractic Care Benefit**

We will pay a Chiropractic Care Benefit if you or your Dependent meet all of the following requirements:

- Suffer a structural imbalance as a result of a Covered Accident and receive chiropractic care services from a Chiropractor in a chiropractic office.
- Visit the Chiropractor within 90 days of the Covered Accident and receive initial treatment within 90 days of a Covered Accident, with completion of the follow up treatment within 365 days of the Covered Accident.

We will pay a Chiropractic Care Benefit for up to 2 day(s) per Covered Accident per insured person.

Chiropractor means an individual who has obtained a professional degree in chiropractic care, is licensed by the state and performs chiropractic services acting within the scope of the license. Chiropractor does not include you or your Spouse or the brother, sister, parent or child of either you or your Spouse.

### **Follow Up Care Benefit**

We will pay a Follow Up Care Benefit if you or your Dependent meet all of the following requirements:

- Visit a Health Care Provider for Follow Up Care of a Covered Accident.
- The Follow Up Care occurs within 90 days after Initial Care for the same Covered Accident, with completion of the Follow Up Care within 365 days of the Initial Care.

We will pay a Follow Up Care Benefit for up to 3 day(s) per Covered Accident per insured person.

A Follow Up Care Benefit is not payable if Follow Up Care is rendered in an Urgent Care Facility or Emergency Room and an Urgent Care Benefit or Emergency Room Benefit is payable for the same Covered Accident.

Follow Up Care means a visit to a Health Care Provider for ongoing medical services due to a Covered Accident. Follow Up Care does not include occupational therapy, speech therapy, physical therapy, or chiropractic treatment.

### **Hearing Device Benefit**

We will pay a Hearing Device Benefit if you or your Dependent meet all of the following requirements:

- Suffer a Moderate Loss Of Hearing due to a Covered Accident and not due to the natural aging process.
- A licensed hearing aid specialist, audiologist, or a Diplomate of the American Board of Otolaryngology recommends a Hearing Device for a Covered Accident within 90 days of a Covered Accident.
- A Hearing Device is procured within 365 days of the recommendation.

We will pay a Hearing Device Benefit once per Covered Accident per insured person.

Hearing Device means an electronic device worn in or on the ear to help a person who has hearing loss to improve one's ability to hear.

Moderate Loss Of Hearing means a loss of between 56-70 dB as certified by a licensed hearing aid specialist, audiologist, or a Diplomate of the American Board of Otolaryngology.

### **Prosthesis Benefit**

We will pay a Prosthesis Benefit if you or your Dependent meet all of the following requirements:

- Sustain Injuries due to a Covered Accident for which you or your Dependent receive one or more prosthetic devices or artificial limbs as prescribed by a Physician for functional use.
- Receive an Accidental Dismemberment Benefit for the same Covered Accident for which the prosthetic device or artificial limb replaces.
- The prosthetic devices or artificial limbs must be prescribed by a Physician and received within 365 days of the Covered Accident.

The following are not prosthetic devices or artificial limbs:

- Hearing Devices.
- Dental aids (including false teeth).
- Eyeglasses.
- Artificial joints (including but not limited to hip and knee replacements).
- Cosmetic prosthesis such as hair wigs.

We will pay a Prosthesis Benefit once per Covered Accident per insured person.

### **Therapy Services Benefit**

We will pay a Therapy Services Benefit if you or your Dependent meet all of the following requirements:

- A Health Care Provider prescribes occupational, speech or physical therapy by a licensed Occupational, Speech, or Physical Therapist due to a Covered Accident.
- Treatment must begin within 90 days of the Covered Accident and must be completed within 365 days.

We will pay a Therapy Services Benefit for up to 4 day(s) per Covered Accident per insured person.

### **Additional Benefits**

#### **Automobile Accident Benefit**

We will pay an Automobile Accident Benefit if you or your Dependent meet all of the following requirements:

- Travel in an Automobile involved in a Covered Accident resulting in Injury or death and for which another Accident Insurance Benefit is payable for the same Covered Accident.
- The driver of that Automobile has a current and valid driver's license at the time of the Covered Accident.
- The driver is operating that Automobile within the legal speed limit and in compliance with other traffic laws in the jurisdiction in which the Covered Accident occurred.

The Automobile Accident Benefit is payable once per Covered Accident, regardless of the number of insured persons traveling in the Automobile.

#### **Lodging Benefit**

We will pay a Lodging Benefit for the days you or your Dependent meet all of the following requirements:

- Travel at least 50 miles from your or your Dependent's residence to a place for treatment due to a Covered Accident and for which another Accident Insurance Benefit is payable.
- A lodging expense is incurred by you or your Dependent or another person.

We will pay you a Lodging Benefit for up to 30 days per Covered Accident per insured person. We will pay a total of 90 days during any 365 day period.

### **Transportation Benefit**

We will pay a Transportation Benefit for the days you or your Dependent meet all of the following requirements:

- Travel at least 50 miles from your or your Dependent's residence to a place for treatment due to a Covered Accident.
- Another Accident Insurance Benefit is payable for the same Covered Accident.

We will pay a Transportation Benefit for up to 30 days per Covered Accident per insured person. We will pay a total of 90 days during any 365 day period. The Transportation Benefit is not payable for travel in an Ambulance.

### **Youth Organized Sports Benefit**

We will pay a Youth Organized Sports Benefit if all of the following requirements are met:

- While your Child is participating in an Organized Sport Event or scheduled practice, the Child suffers a Covered Accident and for which another Accident Insurance Benefit is payable for the same Covered Accident.
- Your Child is age 18 or younger.
- You provide proof of your Child's registration in the Organized Sport Event.

We will pay a Youth Organized Sports Benefit once per Covered Accident per Child.

Organized Sport Event means a physical activity which is governed by an organization and requires formal registration to participate. This may include school, church, or other recreational leagues.

### **AD&D Benefits**

#### **Accidental Death Benefit**

We will pay an Accidental Death Benefit if you or your Dependent meet all of the following requirements:

- Death is caused solely and directly by a Covered Accident.
- The death occurs independently of all other causes.
- The death occurs within 90 days after the Covered Accident.

Death will be presumed if you or your Dependent disappear and the disappearance:

- Is caused solely and directly by a Covered Accident that reasonably could have caused death.
- Occurs independently of all other causes.
- Continues for a period of 365 days after the date of the Covered Accident, despite reasonable search efforts.

#### **Accidental Dismemberment Benefit**

We will pay an Accidental Dismemberment Benefit if you or your Dependent meet all of the following requirements:

- As a result of a Covered Accident suffer one of the following dismemberments:
  - One hand and one foot.
  - Both hands or feet.
  - One hand or one foot.
  - One finger or toe.

- More than one finger or toe.

With respect to a hand or foot, dismemberment means actual and permanent severance from the body at or above the wrist or ankle joints, whether or not surgically reattached; or permanent, complete and irreversible loss of function.

With respect to finger(s), dismemberment means actual and permanent severance from the body at or above the metacarpophalangeal joints, whether or not surgically reattached; or permanent, complete and irreversible loss of function.

With respect to toe(s), dismemberment means actual and permanent severance from the body at or above the metatarsophalangeal joints, whether or not surgically reattached; or permanent, complete and irreversible loss of function.

An Accidental Dismemberment Benefit is not payable for the dismemberment of fingers of the same hand if an Accidental Dismemberment Benefit is payable for the dismemberment of the entire hand.

An Accidental Dismemberment Benefit is not payable for the dismemberment of toes of the same foot if an Accidental Dismemberment Benefit is payable for the dismemberment of the entire foot.

- The dismemberment occurs within 90 days of the Covered Accident.

In the event you or your Dependent suffer more than one dismemberment as a result of the same Covered Accident, we will pay the applicable percentage for each dismemberment as shown in the Table Of Accident Insurance Benefit Amounts in the **Coverage Features**, not to exceed a total of 100% of the Accidental Death Benefit amount.

No Accidental Dismemberment Benefit will be paid for loss of function of a hand or foot if an Accidental Impairment Benefit is payable involving the same hand or foot due to the same Covered Accident.

### **Accidental Impairment Benefit**

We will pay an Accidental Impairment Benefit if you or your Dependent meet all of the following requirements:

- As a result of a Covered Accident suffer one of the following impairments:
  - Uniplegia
  - Hemiplegia
  - Triplegia
  - Paraplegia
  - Quadriplegia
  - Loss Of Hearing (in one or both ears)
  - Loss Of Sight (in one or both eyes)
- The impairment occurs within 90 days of the Covered Accident.

In the event you or your Dependent suffer more than one impairment as a result of the same Covered Accident, we will pay the stated percentage for each impairment as shown in the Table Of Accident Insurance Benefit Amounts in the **Coverage Features**, not to exceed 100% of the Accidental Death Benefit amount.

Hemiplegia means the complete and irreversible loss of function or total paralysis of the upper and lower Limbs on the same side of the body as confirmed by a Physician who is a board certified neurologist.

Loss Of Hearing means an entire, uncorrectable and irrecoverable loss of hearing in one or both ears, as diagnosed by a Physician who is a board certified Otolaryngologist.

Loss Of Sight means entire, uncorrectable and irrecoverable loss of sight in one or both eyes, as diagnosed by a Physician who is a board certified Ophthalmologist.

Paraplegia means the complete and irreversible loss of function or total paralysis of both lower Limbs confirmed by a Physician who is a board certified neurologist.

Quadriplegia means the complete and irreversible loss of function or total paralysis of both upper and lower Limbs confirmed by a Physician who is a board certified neurologist.

Triplegia means the complete and irreversible loss of function or total paralysis of three Limbs, or the complete and irreversible loss of function or total paralysis of two Limbs and the face confirmed by a Physician who is a board certified neurologist.

Uniplegia means the complete and irreversible loss of function or total paralysis of one Limb confirmed by a Physician who is a board certified neurologist.

## **Value Added AD&D Benefits**

### **Air Bag Benefit**

We will pay an Air Bag Benefit if you or your Dependent meet all of the following requirements:

- Travel in an Automobile involved in a Covered Accident and for which an Accidental Death Benefit and Seat Belt Benefit is payable for the same Covered Accident.
- The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer.
- Seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the respective Air Bag System deployed in the crash as evidenced by a police accident report.
- The driver of the Automobile in which you or your Dependent were riding has a current and valid driver's license at the time of the Covered Accident.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

### **Common Carrier Accidental Death Benefit**

We will pay a Common Carrier Accidental Death Benefit if you or your Dependent meet all of the following requirements:

- A Covered Accident occurs while riding as a fare-paying passenger on a Common Carrier and for which an Accidental Death Benefit is payable for the same Covered Accident.
- The death occurs within 90 days after the Covered Accident.

The Common Carrier benefit may be paid in addition to the Accidental Death Benefit.

Common Carrier means a licensed commercial airplane, train, bus, trolley, subway, ferry or boat that charges a fare and operates on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered airplanes or vehicles are not common carriers.

### **Helmet Benefit**

We will pay a Helmet Benefit if you or your Dependent meet all of the following requirements:

- A Covered Accident occurs while operating or riding a motorcycle or bicycle and for which an Accidental Death Benefit is payable for the same Covered Accident.
- Wearing a Helmet at the time of the Covered Accident as evidenced by a police accident report, medical examiner report, or coroner's report.
- The operator of the motorcycle has a current and valid driver's license at the time of the Accident.

Helmet means protective headgear that meets or exceeds the standards established by the Code of Federal Regulations (CFR) in Title 16 Part 1203, Snell Memorial Foundation Standard M-95 or M2000, the American National Standards Institute specification Z 90. 1, or the United States Department of Transportation's Federal Motor Vehicle Safety Standard No.218, as amended and updated.

## Repatriation Benefit

We will pay a Repatriation Benefit if you or your Dependent meet all of the following requirements:

- As a result of a Covered Accident an Accidental Death Benefit is payable.
- Death occurs more than 100 miles from the primary place of residence.
- Expenses are incurred to transport the remains to a mortuary.

## Seat Belt Benefit

We will pay a Seat Belt Benefit if you or your Dependent meet all of the following requirements:

- Travel in an Automobile involved in a Covered Accident and for which an Accidental Death Benefit is payable for the same Covered Accident.
- Wearing and properly utilizing a Seat Belt System or restrained in a Child Safety Seat at the time of the Covered Accident, as evidenced by a police accident report.
- The driver of the Automobile in which you or your Dependent were riding has a current and valid driver's license at the time of the Covered Accident.

Child Safety Seat means a removable seat designed to hold a Child while riding in an Automobile and that attaches to a standard seat with hooks or straps that meets the Federal Motor Vehicle Safety Standards of the National Highway Traffic Safety Administration. Child Safety Seat includes: rear-facing, forward facing, and booster seats.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Motor Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

---

## EXCLUSIONS

---

Benefits are not payable if the Accident is caused or contributed to by any of the following:

- War or act of War. War means declared or undeclared war.
- Suicide or other intentionally self-inflicted Injury.
- Committing or attempting to commit a felony, or actively participating in a riot. Actively participating does not include being at the scene of a riot while performing official duties.
- Sickness existing at the time of the Accident, including any medical or surgical treatment or diagnostic procedure for a Sickness.
- Travel or flight in or on any aircraft, except:
  - As a fare-paying passenger on a regularly scheduled commercial flight.
  - As a passenger or pilot in the Policyholder's or Employer's aircraft while flying on the Policyholder's or Employer's business provided:
    - The aircraft has a valid U.S. airworthiness certificate (or foreign equivalent).
    - The pilot has a valid pilot's certificate with a non-student rating authorizing him or her to fly the aircraft.
- Engaging in high risk sports or activities such as, but not limited to, bungee jumping, parachuting, base jumping, mixed martial arts, or mountain climbing.
- Routine eye exams and dental procedures other than a crown or extraction for a tooth or teeth as a result of a Covered Accident.

- Riding in or driving any automobile in a race, stunt show, or speed test.
- Surgery or other procedure which is directed at improving your or your Dependent's appearance, unless such surgery or procedure is necessary to correct a deformity or restore bodily function resulting from a Covered Accident.
- Any Accident which arises out of or in the course of your or your Dependent's incarceration in a jail, penal, or correctional institution.

---

## ADDITIONAL FEATURES

---

### Reinstatement

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- If your insurance ends because you cease to be a Member and if you become a Member again within 90 day(s), the Eligibility Waiting Period will be waived.
- If you ceased to be a Member under the Group Policy and continued insurance under the **Continuation of Insurance for the Member** provision and you become a Member again within 90 day(s), your insurance will be for the coverages and amount which you continued under the **Continuation of Insurance for the Member** provision on the day before you become a new Member.

In no event will insurance be retroactive.

### Continuity of Coverage

#### Waiver of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of the Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the **Active Work Requirement**. See the **Active Work Requirement**.

### Continuation of Insurance for the Member

Eligibility for the Member:

You become eligible to continue your or your Dependent's insurance on the date one of the following events occurs:

- Your employment terminates with your Employer.
- Your insurance ends because you are no longer a Member.

You are not eligible to continue insurance under this provision if:

- You are disabled.
- You are age 80 or older.

#### Application, Amount of Insurance, and Premium Payment

You must apply in writing and pay the first premium to us within 31 days after the date you become eligible. Your and your Dependent's continued insurance will be the same insurance amounts provided under the Group Policy on the day before you become eligible under this **Continuation of Insurance for the Member** provision. You may decrease insurance amounts, but cannot increase the insurance amounts.

You will be directly billed for all premiums due if you have applied for and been approved for continuation of insurance under this provision. If premium is not paid on or before the Premium Due Date stated below it may be paid during the Grace Period stated below. Your and your Dependent's insurance will remain in force during the Grace Period. You are liable for premium for insurance during the Grace Period.

The Premium Due Date is the first day of each calendar month.

The Grace Period is 60 days from the Premium Due Date.

#### When Insurance Ends

Insurance continued under this provision ends automatically on the earliest of:

- The date the last period ends for which you made the premium payment.
- The date you die.
- The date you become a full-time member of the armed forces of any country.
- With respect to your Child's insurance, the date the Child ceases to meet the definition of Child.
- The date you reach age 80.
- The date you are sentenced by a court for any reason to a penal or correctional institution.
- With respect to your Spouse insurance, the date the Spouse ceases to meet the definition of Spouse.
- With respect to insurance for your Spouse or Child, the date your Spouse or Child is sentenced by a court for any reason to a penal or correctional institution.
- The date you become insured again as a Member under the Group Policy.
- The date the Group Policy terminates.

Once insurance continued under this provision ends it cannot be reinstated. Except as provided above, insurance continued under this provision is subject to all other terms of the Group Policy.

---

## CLAIMS

---

### Filing a Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

### Time Limits on Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of meeting the requirements for an Accident Insurance Benefit. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90 day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

### Proof Of Loss

Proof Of Loss means written proof that a Covered Accident occurred:

- For which the Group Policy provides benefits.
- Which is not subject to any exclusions.
- Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be paid until we receive Proof Of Loss satisfactory to us.

### Investigation of Claim

We reserve the right to investigate a claim at any time at our expense, including an examination conducted by specialists of our choice. In case of death, we have the right and opportunity to request an autopsy, except where prohibited by law.

## Notice of Decision on Claim

We will evaluate a claim for benefits promptly after we receive it. Within 60 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 60 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension, and (b) when we expect to decide the claim.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

- The reasons for our decision.
- Reference to the parts of the Group Policy on which our decision is based.
- A description of any additional information needed to support the claim.
- Information concerning the claimant's right to a review of our decision.
- Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim is denied on review.

## Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial of the claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension and (b) when we expect to decide the claim on review.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

- The reasons for our decision.
- Reference to the parts of the Group Policy on which our decision is based.
- Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
- Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

## Time of Payment

We will pay benefits within 30 days after Proof Of Loss is satisfied.

## Reimbursement

We reserve the right to recover any benefits that you, your Dependent, a claimant or beneficiary were paid but not entitled to under the terms of the Group Policy, state, or federal law.

You, your Dependent, a claimant, or beneficiary must reimburse us in full. We will determine the method by which repayment is to be paid.

## Unpaid Premium

Any unpaid premium due for your or your Dependent's insurance under the Group Policy may be recovered by us. Any Accident Insurance Benefits payable to you, your Dependent, a claimant, a beneficiary, or legal representative will be applied to reduce the amount of any unpaid premiums prior to paying you, your Dependent, a claimant, a beneficiary, or a legal representative.

---

## BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

---

### Payment of Benefits

Accident Insurance Benefits payable because of your death will be paid to the Beneficiary you name. See **Naming a Beneficiary, Simultaneous Death Provision, and No Surviving Beneficiary** provisions below.

Accident Insurance Benefits payable because of the death of your Dependent will be paid to you if you are living. Accident Insurance Benefits payable because of the death of your Dependent which are unpaid at your death will be paid to your named Beneficiary.

Except for the Repatriation Benefit, all other Accident Insurance Benefits will be paid to you. Any such benefits remaining unpaid at your death will be paid according to the **Naming a Beneficiary, Simultaneous Death Provision, and No Surviving Beneficiary** provisions for payment of a death benefit due to your death. The Repatriation Benefit will be paid to the person who incurs the transportation expense.

### Naming a Beneficiary

Beneficiary means a person you name to receive death benefits.

If you name two or more Beneficiaries in a class:

- Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
- If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
- If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Any payment we make according to the Beneficiary designation on file with the Policyholder or Employer or their or our designated agents will fully discharge us to the extent of the payment for each line of coverage and each death benefit which has been paid.

You may name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from us, or our designated agent, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic designation made by you.

Your designation must satisfy all of the following:

- Be dated.

- Be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent during your lifetime.
- Relate to the insurance provided under the Group Policy.

The designation will take effect on the date it is delivered or, if an electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

If we approve it, a designation which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

### **Simultaneous Death Provision**

If a Beneficiary or a person in one of the classes in the **No Surviving Beneficiary** provision dies on the same day you or your Spouse die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

### **No Surviving Beneficiary**

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class below.

- Your Spouse.
- Your children.
- Your parents.
- Your brothers and sisters.
- Your estate.

---

## **GENERAL PROVISIONS**

---

### **Assignment**

The rights and benefits under the Group Policy may not be assigned.

### **Time Limits on Legal Actions**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- The date we receive Proof Of Loss.
- The time within which Proof Of Loss is required to be given.

### **Incontestability of Insurance**

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty. No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

- The insurance would not have been approved if we had known the truth.
- We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

## Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- Cause a person to become insured.
- Invalidate insurance under the Group Policy otherwise validly in force.
- Continue insurance under the Group Policy otherwise validly terminated.

## Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of us. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

## Misstatement of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on the following:

- The amount of insurance based on the correct age.
- The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

---

## DEFINITIONS

---

### Accident or Accidental

An Injury sustained by you or your Dependent and directly caused by an accident which is not the result of a Sickness.

### Admitted

A stay at a Hospital or Critical Care Unit for at least 20 consecutive hours for examination by a Physician for diagnosis or treatment of a Covered Accident.

### Ambulance (Ground or Air)

A licensed professional ground or air ambulance company to transport you or your Dependent to a Hospital or a Health Service Facility for diagnosis or treatment of a Covered Accident.

### Ambulatory Surgical Center

A licensed facility that is mainly engaged in performing Outpatient surgery. An Ambulatory Surgical Center must:

- Be staffed by Physicians and nurses under the supervision of a Physician.
- Have permanent operating and recovery rooms.
- Be capable of administering anaesthesia by a licensed anaesthesiologist or licensed nurse anaesthetist.
- Be staffed and equipped to give emergency care.
- Have written back-up arrangements with a local Hospital for emergency care.

### Automobile

A private passenger motor vehicle licensed for use on public roads and highways.

### Calendar Year

The period from January 1 through December 31 of the same year.

## Child

Child means one of the following:

- Your child from live birth until age 26.
- Your adopted child until age 26.
- Your stepchild, foster child, dependent grandchild, and the child of your Spouse if living in your home until age 26.
- A child living in your home for whom you are the court appointed legal guardian until age 26.
- Your child, stepchild, foster child, dependent grandchild, and the child of your Spouse who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental or physical handicap.

Child does not include a person who is eligible for insurance as a Member. A Child does not include a full-time member of the armed forces of any country.

## Confinement or Confined

You or your Dependent are Admitted to a Hospital or Critical Care Unit, or admitted to a Rehabilitation Facility, as an Inpatient for diagnosis and treatment of a Covered Accident for a period of no less than 20 consecutive hours the first day and overnight for subsequent days. Hours spent in an emergency room immediately prior to being Admitted to a Hospital will count toward the required 20 consecutive hours.

## Covered Accident

An Accident that occurs on or after you or your Dependent are insured under the Group Policy and is not excluded by name or specific description.

## Critical Care Unit (CCU)

Critical Care Unit (CCU) means a specified area within a Hospital that is restricted to patients who are critically ill or injured and require intensive comprehensive observation and care. This area must:

- Be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement.
- Be permanently equipped with special lifesaving equipment for the care of the critically ill or injured.
- Be under close observation by a specially trained nursing staff assigned exclusively to the unit on a 24-hour basis.
- Have a Physician assigned on a full-time basis.

## Dependent(s)

Your Spouse or Child.

## Eligibility Waiting Period

The period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the Coverage Features.

## Emergency Room

A specified area within a Hospital that is staffed and equipped for emergency patient care. This area must:

- Be supervised with treatment provided by Physicians.
- Provide care seven days per week, 24 hours per day.

## Employer

An employer (including approved affiliates and subsidiaries) coverage under the Group Policy is approved in writing by us.

## Group Policy

The Group Accident Insurance Policy issued by us to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, Group Accident Insurance Certificate with the same Group Policy Number, and any amendments to the policy or certificates.

## Health Care Provider

A Physician, Nurse Practitioner, or Physician Assistant.

## Health Service Facility or Facilities

Health Service Facility or Facilities means one of the following:

- A Rehabilitation Facility.
- A nursing or convalescent home.
- A long term nursing unit or geriatrics ward.
- A skilled nursing facility.
- An Ambulatory Surgical Center.
- An Urgent Care Facility.
- An assisted living facility.
- A hospice care facility.
- Health Care Provider office or clinic.

## Hospital

A legally operated facility providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians. Hospital does not include Health Service Facilities.

## Initial Care

The first visit for Outpatient medical services. Initial Care does not include visits for wellness, annual physicals, acupuncture, preventative treatment physical therapy, or for treatment for a chiropractic, allergy or immunotherapy, vision, speech, or hearing disorder.

## Injury or Injuries

An injury to your or your Dependent's body.

## Inpatient

A person who has been Admitted to a Hospital or Critical Care Unit, or admitted to a Rehabilitation Facility, as a registered bed patient for which a charge is incurred for room and board or observation.

## Limb

The entire arm from shoulder to fingers, or the entire leg from hip to toes.

## Nurse Practitioner (advanced practice registered nurse)

An individual who is licensed by the state as a nurse practitioner to practice medicine under the supervision of a Physician and acting within the scope of the license. Nurse Practitioner does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

### Occupational Therapist

An individual who is licensed by the state to practice occupational therapy and performs the occupational services acting within the scope of the license. Occupational Therapist does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

### Outpatient

Treatment for which a stay is not required and no charge is incurred for room and board or observation.

### Physician

An individual who is licensed by the state as an M. D. or D. O. and acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

### Physician Assistant

An individual who is licensed by the state as a physician assistant to practice medicine under the supervision of a Physician and acting within the scope of the license. Physician Assistant does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

### Physical Therapist

An individual who is a licensed physical therapist acting within the scope of the license. Physical Therapist does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

### Pregnancy

Your or your Dependent's pregnancy, childbirth, or related medical conditions, including complications of pregnancy. Pregnancy is treated as a Sickness under the Group Policy.

### Prior Plan

An accident insurance plan which is replaced by coverage under the Group Policy and which is the Policyholder's group accident insurance plan in effect on the day before the effective date of the Group Policy.

### Rehabilitation Facility

A licensed facility that provides skilled care, intermediate care, intermingled care, custodial care or rehabilitation care services on an Inpatient basis as an alternative to a Hospital. Rehabilitation care services consist of the combined use of medical, social, educational, and vocational services to enable a patient disabled by an Accident to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Physicians.

A Rehabilitation Facility does not include:

- A nursing or convalescent home.
- A rest home for the aged.
- A hospice care facility.
- An assisted living facility.

### Sickness

Your or your Dependent's sickness, illness, or disease. Sickness includes Pregnancy.

### Speech Therapist

An individual who is licensed by the state as a speech-language pathologist and acting within the scope of the license. Speech Therapist does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

## Spouse

Spouse means:

- A person to whom you are legally married.
- A person who is party to a Civil Union with you. Civil Union means a civil union established according to applicable law.
- Your Domestic Partner. Domestic Partner means an individual with whom you have established a domestic partnership in accordance with the laws or regulations of a jurisdiction that recognizes domestic partnerships; or an individual you have identified as a domestic partner under your Employer's domestic partnership policy, if applicable.

Spouse does not include a full-time member of the armed forces of any country.

## Urgent Care Facility

A health care facility that is organizationally separate from a Hospital and whose primary purpose is the offering and provision of immediate, short term urgent medical care, without an appointment.

---

## ERISA INFORMATION AND NOTICE OF RIGHTS

---

### Statement of Your Rights under ERISA

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA).

#### Right to Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

#### Right to Obtain Copies of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

#### Right to Receive a Copy of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

#### Right to Review of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

#### Obligations of Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

#### Enforcing ERISA Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Plan and ERISA Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U. S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U. S. Department of Labor, 200 Constitution Avenue N. W. Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.