



**BCS INSURANCE COMPANY**  
Oakbrook Terrace, Illinois 60181

## GROUP HOSPITAL INDEMNITY INSURANCE CERTIFICATE

The **Policy** has been issued to the [Policyholder] [for the benefit of each **Participating [Employer]**].

[The **Policy** is administered on **Our** behalf by the Policy Administrator. If **You** have questions regarding **Your Certificate**, **You** can contact the Policy Administrator at:

[ABC Administrator Company]  
[123 Main Street  
Chicago, IL 12345]  
[1-800-456-1234]  
[[policyadministrator@poladmin.com](mailto:policyadministrator@poladmin.com)]  
[[www.poladmin.com](http://www.poladmin.com)]]

The **Policy** was delivered in the State of Issue and is governed by its laws [and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments].

This **Certificate** of insurance is evidence of the **Insured's** coverage under the **Policy** and of its benefits. Everything contained in this **Certificate** is subject to the provisions, definitions, and exceptions in the **Policy**. The **Policy** is on file with the [Policyholder] and may be examined at any reasonable time. Only one of **Our** executive officers may authorize a change to the **Policy**.

This **Certificate** replaces all certificates and certificate riders, if any, previously issued to the **Insured** under the **Policy**.

### THIS CERTIFICATE PROVIDES LIMITED ACCIDENT AND ILLNESS COVERAGE. READ IT CAREFULLY.

**THIS COVERAGE IS A SUPPLEMENT TO HEALTH INSURANCE. IT IS NOT A SUBSTITUTE FOR  
ESSENTIAL HEALTH BENEFITS OR MINIMUM ESSENTIAL COVERAGE AS DEFINED IN  
FEDERAL LAW. IT IS NOT MEDICARE SUPPLEMENT INSURANCE. INSURED'S ELIGIBLE FOR  
MEDICARE SHOULD REVIEW THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH  
MEDICARE AVAILABLE FROM US.**

**YOUR RIGHT TO RETURN THE CERTIFICATE: YOU HAVE THE RIGHT TO RETURN THE  
CERTIFICATE WITHIN 30 DAYS AFTER ITS RECEIPT VIA REGULAR MAIL OR OTHER DELIVERY  
METHOD AND TO HAVE THE FULL PREMIUM AND MEMBERSHIP FEES, IF ANY, REFUNDED. THE  
RETURN VOIDS THE CERTIFICATE FROM THE BEGINNING. THE PARTIES SHALL BE IN THE  
SAME POSITION AS IF NO CONTRACT HAD BEEN ISSUED. ALL PREMIUMS PAID AND ANY  
POLICY FEE SHALL BE FULLY REFUNDED BY US, AND ANY MEMBERSHIP FEE SHALL BE  
FULLY REFUNDED BY THE ENTITY CHARGING THE FEE, WITHIN 30 DAYS OF OUR RECEIPT OF  
THE RETURNED CERTIFICATE.**

IN WITNESS WHEREOF, **We** have signed the **Policy** at [Oakbrook Terrace, Illinois].

  
SECRETARY

  
PRESIDENT

I. **TABLE OF CONTENTS**

<b>Section:</b>	<b>Page:</b>
Benefit Schedule	[X]
General Definitions	[X]
Individual Insuring Provisions	[X]
Description of Benefits	[X]
[Portability	[X]]
[Conversion	[X]]
Limitations and Exclusions	[X]
Claim Provisions	[X]
General Provisions	[X]

## II. **BENEFIT SCHEDULE**

### A. Policy Information

[Policyholder]: [ABC Policyholder]  
[Policy Number]: [GLT-123456]  
[Policy Effective Date]: [January 1, 2016]  
[Policy Anniversary]: [January 1]  
[State of Issue]: [State]

[Participating [Employer]: ABC Employer]  
[Participating [Employer] Effective Date: May 1, 2016]  
[Participating [Employer] Anniversary: May 1]

### B. Eligibility

[All [Employees] [scheduled to work [at least [20] hours per week]].]

### C. [Benefit Amount(s) Payable

**Primary Insured:** 100% of the Benefit Amount(s) listed in the Coverage and Benefit Amounts table below

**[Spouse:** [100%] of the Benefit Amount(s) listed in the Benefits Table below]

**[Dependent Child:** (per child): [100%] of the Benefit Amount(s) listed in the Benefits Table below].]

### D. [Pre-Existing Condition Limitation

[Included]]

### E. [Benefit Waiting Period

[0-90] days]

### F. [Pregnancy Limitation Period

9 months]

### G. [Annual Benefit Maximum

[N/A, \$10,000-\$100,000]]

### H. [Age Reduction

Benefit Amounts payable for each **Insured** will be reduced by [25%-75%] on the **Policy Anniversary** date, or the next one following, the date the **Primary Insured** attains age [65-80]. This reduction also applies if the **Primary Insured** becomes covered under the **Policy** on or after the date he or she attains age [65-80]. As an illustration, a \$10,000 benefit subject to a 50% age reduction at age 70 would be reduced to \$5,000]

## **I. COVERAGE AND BENEFIT AMOUNTS**

### **Benefit:**

### **Benefit Amount:**

#### **[Hospitalization Benefits]**

[First Day Hospital Confinement]	[\$100-\$15,000] per day]
[First Day ICU Confinement]	[\$100-\$15,000] per day]
Hospital Confinement (day 2 forward)	[\$50-\$2,000] per day]
[ICU Confinement (day 2 forward)]	[\$50-\$2,000] per day]
[Observation Unit]	[\$50-\$2,000] per day]

#### **[Inpatient Recovery Benefit(s)]**

[Mental and Nervous Disorders Facility Confinement]	[\$50-\$10,000] per day]
[Substance Abuse Facility Confinement]	[\$50-\$2,000] per day]
[Rehabilitation Unit]	[\$50-\$2,000] per day]
[Skilled Nursing Facility]	[\$50-\$2,000] per day]

#### **[Surgical Benefit(s)]**

[Inpatient Surgery]	[\$50-\$10,000] per day]
[Outpatient Surgery (Hospital or Ambulatory Surgical Center)]	[\$50-\$5,000] per day]
[Outpatient Surgery (Doctor's Office)]	[\$50-\$5,000] per day]
[Anesthesia]	see benefit]
[Blood Products]	[\$25-\$1,000] per day]

#### **[Outpatient Treatment Benefit(s)]**

[Emergency Room Treatment [(Accident only)]]	[\$25-\$2,000] per day]
[Chiropractic Visit]	[\$25-\$2,000] per day]
[Mental and Nervous Disorder (Outpatient only)]	[\$25-\$2,000] per day]
[Substance Abuse (Outpatient only)]	[\$25-\$2,000] per day]
[Physical Therapy Visit]	[\$25-\$2,000] per day]
[Doctor's Office]	[\$25-\$100] per day]
[Urgent Care]	[\$25-\$2,000] per day]

#### **[Additional Benefit(s)]**

[Ambulance (Air)]	[\$50-\$5,000] per day]
[Ambulance (Ground or Water)]	[\$25-\$2,000] per day]
[Durable Medical Equipment]	[\$5-\$500] per day]
[Dependent Adult]	[\$5-\$200] per day]
[Hospice Care]	[\$5-\$500] per day]
[Lodging]	[\$25-\$500] per day]
[Minor Diagnostics]	[\$25-\$100] per day]
[Major Diagnostics]	[\$25-\$100] per day]
[Invasive Diagnostics]	[\$50-\$1,000] per day]
[Mortgage and Rent Reimbursement Benefit]	[\$500-\$10,000]]
[Pet Care]	[\$5-\$200] per day]
[Prescription Drug]	[\$5-\$200] per day]
[Second Opinion]	[\$5-\$200] per day]
[Transportation]	[\$5-\$200] per day]
[Wellness]	[\$25-\$150] per day]

#### **[Home Care Benefit(s)]**

[Hospice at Home]	[\$25-\$500] per day]
[Private Duty Nursing]	[\$25-\$200] per day]
[Skilled Nursing at Home]	[\$25-\$200] per day]

J. [RIDER(S)]

[TBD]]

### III. **GENERAL DEFINITIONS**

- A. **Accident** means a sudden unforeseeable event that causes **Injury** to the **Insured**. **Accident** must occur while an **Insured** is covered under the **Policy**.
- B. **[Administrative Office]** means the office of the third-party administrator of this **Policy**, [ABC Administrator Company], located at [123 Main Street, IL 12345].]
- C. **[Actively at Work, Active Work]**
1. means that an **[Employee]** is:
    - a. performing all the regular duties of his/her job for the **[Policyholder]** in the usual way [for [20] or more hours each week]; and
    - b. receiving compensation from the **[Policyholder]** for work performed.
  2. An **[Employee]** is considered **Actively at Work** on any day that is not his/her regular scheduled workday (e.g., vacation or holiday) as long as the **[Employee]** was actively working on his/her last preceding regular scheduled workday.]
- D. **[Ambulatory Surgical Center (ASC)]** means a licensed healthcare facility where **Surgical Procedures** that do not require an overnight **Hospital** stay are performed by a **Doctor**.
1. The facility must:
    - a. be under the direct supervision of a **Doctor**;
    - b. provide **Treatment** by **Doctors** and/or **Medical Professionals**; and
    - c. have written agreements in place with one or more **Hospitals** to immediately accept patients who develop complications.
  2. An **ASC** is also known as an outpatient surgery center or a same day surgery center.]
- E. **[Benefit Waiting Period]** means a continuous period of time:
1. an **Insured** must be covered under the **Policy** [and/or any **Prior Policy** (if applicable)] prior to becoming eligible for benefits; or
  2. during which an **Insured's** eligibility for benefits under the **Policy** is limited following a change in benefits.]
  3. As an illustration, suppose an **Insured's** coverage under this **Certificate** becomes effective on January 1<sup>st</sup> and there is a 30 day **Benefit Waiting Period**. If the **Insured** is **Hospital Confined** on January 18<sup>th</sup>, no benefits are payable for that hospitalization because of the **Benefit Waiting Period**. If the **Insured** is **Hospital Confined** on February 18<sup>th</sup>, the **Benefit Waiting Period** has expired and benefits are payable under this **Certificate** as described below.”]
- F. **[Blood Products]** means granulocytes, plasma, platelets, red blood cells or whole blood.]
- G. **Certificate** means this document, which explains the insurance benefits provided, to whom and how benefits are payable, and limitations and exclusions that apply to coverage.

## H. Complications of Pregnancy

1. means any condition, whether or not a pregnancy is terminated, that requires **Hospital Confinement** and whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy. Examples include: acute nephritis; cardiac decompensation; disease of the endocrine, hemopoietic, nervous or vascular systems; ectopic pregnancy that is terminated; hyperemesis gravidarum; missed abortion; nephrosis; non-elective caesarean section; spontaneous termination of pregnancy that occurs during a period of gestation when a viable birth is not possible; or any similar condition(s) of comparable severity.
  2. This definition does not include: elective caesarean section unrelated to a diagnosed complication of pregnancy; false labor; morning sickness; multiple gestation pregnancy; occasional spotting; **Doctor** prescribed rest during pregnancy; pre-eclampsia; any similar condition(s) associated with a difficult pregnancy but not considered a classifiable, distinct complication of pregnancy; or any other condition associated with pregnancy but has not been diagnosed by a **Doctor** as a complication of pregnancy as defined.
- I. **Confined, Confinement** means the assignment to a bed in a medical facility for a period of at least 20 consecutive hours. [This definition does not include a newborn child's initial **Confinement** in a **Hospital** following birth for routine medical and nursing care.]
- J. **[Confined Elsewhere]** means [the **Primary Insured**] [or] [a **Dependent**] is unable to perform, unaided, the normal functions of daily living, or leave his/her home or other place of residence without assistance.]
- K. **[Congenital Anomaly(ies)]** means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. For the purposes of this definition, the term significant deviation is defined to be a deviation that impairs the function of the body, and includes but is not limited to the conditions of: cleft lip; cleft palate; defects of metabolism; sixth toes or fingers; webbed fingers or toes; or other conditions that are medically diagnosed to be **Congenital Anomalies**.]
- L. **Covered Illness** means an **Illness** [for which **Treatment** is received] while an **Insured** is covered under the **Policy** that is not excluded or limited by name, description or any other provision of the **Policy**. [Any **Illness** for which **Treatment** was received prior to the date the **Insured** became covered under the **Policy** will be subject to the Pre-Existing Condition Limitation.]
- M. **Covered Injury** means an **Injury** that is the direct result of an **Accident** that is not excluded or limited by name, description or any other provision of the **Policy**.
- N. **[Custodial Care]** means non-medical care, either at home or in a nursing or assisted-living facility, that helps a person with activities of daily living (bathing, continence, dressing, eating, toileting and transferring) not requiring the constant attention of medical personnel, including the self-administration of medication.]
- O. **[Dependent, Dependents]** means a **Primary Insured's** [**Spouse** and **Dependent Child(ren)**].]
- P. **[Dependent Adult]** means a mentally or physically disabled adult **Family Member** who is living with an **Insured** and is dependent on the **Insured** for support and maintenance.]
- Q. **[Dependent Adult Care]** means care provided for a **Dependent Adult** on a regular basis for daily periods of less than 24 hours (whether daytime or nighttime hours).]

R. **[Dependent Adult Care Center]** means a licensed **Dependent Adult Care** provider or facility that provides care for disabled adults in a group setting that is not owned or operated by an **Insured** or a **Family Member**.]

S. **[Dependent Child(ren)]**

1. means:

- a. a **Primary Insured's** [or **Spouse's**] natural child, legally adopted child or stepchild;
- b. a child placed into the **Primary Insured's** [or **Spouse's**] custody for adoption (regardless of whether the adoption has become final);
- c. a child for whom the **Primary Insured** [or **Spouse**] is ordered by a court or administrative order to provide coverage regardless of whether he/she is the custodial or non-custodial parent;
- d. [a **Primary Insured** [or **Spouse's**] foster child or] any other child for whom the **Primary Insured** or **Spouse** has been appointed legal guardian; or
- e. [any other child who lives with the **Primary Insured** in a regular parent/child relationship and is dependent on the **Primary Insured** for support and maintenance];

2. any such child must be:

- a. [unmarried; and]
- b. under [18-30] years of age[; or]
- c. [a **Student** age [19-30] or older but under age [20-30]].

3. Coverage for a child age [18-30] or older will not terminate due to the child's age if all of the following conditions are met:

- a. the child is incapable of self-sustaining employment because of a mental or physical disability;
- b. the child is chiefly dependent on the **Primary Insured** [or **Spouse**] for financial support and maintenance; and
- c. proof has been provided of his/her disability upon **Our** request. Such proof will be required at the time of claim, and subsequently may be required not more frequently than annually after the 2-year period following the child's attainment of the limiting age.]

T. **Doctor** means a person who is:

- 1. a duly licensed practitioner of healing arts;
- 2. recognized by the law of the state in which **Treatment** is received as qualified to perform the service for which claim is made;



3. operating within the scope of his or her license; and
4. not the **Insured** or a **Family Member**.

**U. [Durable Medical Equipment (DME)]**

1. means any equipment that provides therapeutic benefits and is:
  - a. principally used to serve a medical purpose;
  - b. not useful to a person in the absence of **Covered Illness** or **Covered Injury**;
  - c. designed for repeated use by more than one person; and
  - d. intended for use in the home.
2. **DME** includes, but is not limited to: bili blankets; bili lights; canes; crutches; hospital beds; kidney machines; lifts, monitors; nebulizers; oxygen; pressure mattresses; traction equipment; ventilators; walkers; and wheelchairs (electric and manual).]

**V. [Eligible Pet means a domestic animal that is living with an **Insured** and is dependent on the **Insured** for care and maintenance.]**

**W. [Elimination Period means the continuous period of time that must be satisfied before becoming eligible for a benefit [or Extension of Benefits]. [An **Elimination Period** may be satisfied in conjunction with a **Benefit Waiting Period**.]]**

**X. [Emergency Room (ER) means a specified area within a **Hospital** that is designated for emergency healthcare.**

1. This area must:
  - a. be staffed and equipped to handle trauma;
  - b. be under the direct supervision of a **Doctor**;
  - c. provide **Treatment** by **Doctors** and/or **Medical Professionals**; and
  - d. provide care 24 hours per day, 7 days per week.
2. This definition does not include an **Urgent Care Facility**.]

**Y. [[Employee]**

1. means a person who[
  - a. is a citizen or legal resident of the United States (including its territories and protectorates) or is lawfully and legally able to work in the United States pursuant to applicable law(s);] [and][
  - b. works for the [Policyholder] on a regular basis in the usual course of the [Policyholder]'s business].
2. [This definition does not include a person working for the [Policyholder]]:
  - a. on a temporary, leased or seasonal basis;

- b. as an independent contractor (including persons for whom income is reported on a 1099 form);
- c. subject to the terms of a leasing agreement between the [Policyholder] and a leasing organization; or
- d. who resides outside the United States for a period in excess of [6-36] months, unless written approval has been received from **Us.**]]]

**Z. Family Member** means an **Insured's Spouse** (current and former); domestic partner (or equivalent); child; sibling; parent; grandparent; grandchild; aunt; uncle; first cousin; nephew; niece; or the spouse or domestic partner (or equivalent) of such individuals. This includes adopted, in-law and step-relatives, and anyone living in the **Insured's** household.

**AA. [Home Health Care Agency** means a licensed **Home Health Care Agency** which:

- 1. is primarily engaged in providing **Home Health Services**;
- 2. provides services under the supervision of a **Doctor** or **Medical Professional**;
- 3. has a planned program of policies and procedures developed with and periodically reviewed by one or more **Doctors**; and
- 4. maintains clinical records on all patients.]

**BB. [Home Health Services** means healthcare services provided by a **Home Health Care Agency** in the residence of an **Insured**, including, but not limited to, counseling services, home health aide services, **Hospice Care**, skilled nursing care, medical social services and **Therapy Services**. Services must be rendered under a plan of care that is established and reviewed regularly by a **Doctor**.]

**CC. [Home Office** means **Our** office at [2 Mid America Plaza Oakbrook Terrace, Illinois 60181].]

**DD. [Hospice Care** means specialized care, medical services and emotional support provided under a plan of care developed by a multidisciplinary team, which includes a **Doctor**, registered nurse, and a social worker, and is coordinated by a registered nursing under medical direction..]

**EE. [Hospice Facility**

- 1. means a healthcare facility, or a distinct unit within a **Hospital** or other institution, that is licensed or meets the criteria for hospice licensure under California law, and provides **Hospital Care** and related services 24 hours per day, 7 days per week.
- 2. Confinement in a **Hospice Facility** must follow certification by a **Doctor** or hospice medical director that an **Insured** is terminally ill with less than 12 months to live if the **Covered Illness** or **Covered Injury** runs its normal course.]]]

**FF. Hospital**

1. means an institution that:
  - a. is operated pursuant to law for the care and **Treatment** of injured or sick persons;
  - b. has organized facilities for diagnosis and surgery or has a contract with another hospital for these services [for which a charge is made]; and
  - c. provides 24-hour nursing service by or under the supervision of registered nurses (RNs).
2. **Hospital** does not include:
  - a. [a Veteran's Administration Hospital or other federal government hospital; or]
  - b. an institution that is primarily a rest home, nursing home, convalescent home, home for the aged; or
  - c. facilities affording primarily custodial, educational or rehabilitary care;
  - d. facilities primarily for care of persons with **Substance Abuse** issues/disorders, or care of persons with **Mental and Nervous Disorders**; or
  - e. a distinct unit within a **Hospital** that primarily treats or is dedicated to the care of persons with **Substance Abuse** issues/disorders or **Mental and Nervous Disorders**.

**GG.** [**Illness** means a physical or mental condition, disease, disorder, illness or infection, including [normal pregnancy and childbirth [(subject to the **Pregnancy Limitation Period**)] and] **Complications of Pregnancy**, that is not the result of an **Accident**. [This definition includes [organ donation and quarantine in a **Hospital** due to an identifiable exposure to a life-threatening contagious and/or infectious disease].] [This definition does not include normal pregnancy and childbirth.]]

**HH.** [**Injury** or **Injuries** means bodily damage or harm:

1. caused by an **Accident**; and
2. resulting in loss covered by the **Policy**.

All **Injuries** sustained in one **Accident**, including all related conditions and recurring symptoms of the **Injuries**, are considered one **Injury**.]

**II.** **Inpatient** means an **Insured** who is **Confined** and charged at least one day's room and board by a medical facility. [The requirement that an **Insured** be charged by the medical facility does not apply to **Confinement** in a Veteran's Administration Hospital or other federal government hospital.]

**JJ.** **Insured** means the [**Employee**] [and any **Dependent(s)**] who [is/are] currently covered under the **Policy** and this **Certificate**.

**KK.**

**LL. [Intensive Care Unit (ICU)]**

1. means a specifically designated area of a **Hospital** that provides the highest level of medical care and:
  - a. 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 and medical apparatus 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 unit on a 24 hour basis; and
  - e. has a **Doctor** assigned to the unit on a full-time basis.
2. An **Intensive Care Unit** may include **Hospital** units with the following (or similar) names: burn unit; critical care unit; neonatal intensive care unit; or transplant unit.
3. An **Intensive Care Unit** is not any of the following step-down units: intermediate care unit; modified/moderate care unit; **Observation Unit**; progressive care unit; or sub-acute intensive care unit.
4. This definition does not include a private monitored room.]

**MM. [Invasive Diagnostic Exam** means a biopsy, colonoscopy, endoscopy, ultrasound, venography, arthroscopy, bronchoscopy, cystoscopy, esophogascopy, gastroscopy, laparoscopy, tracheoscopy, laryngoscopy, and proctosigmoidoscopy.]

**NN. [Lab Test** means a laboratory study of human blood, bodily tissues or fluids, such as a blood chemistry or urinalysis. [This definition does not include any **Major Diagnostic Exam** or **Invasive Diagnostic Exam** or **X-Ray**.]]

**OO. [Lodging** means a licensed establishment, such as a hotel, inn, lodge, motel or other facility that provides sleeping accommodations to the general public in exchange for a fee. Such establishment may not be owned or operated by an **Insured** or a **Family Member**.]

**PP. [Major Diagnostic Exam** means CT, MRI, or PET scans. This definition does not include any **Lab Test** or **X-Ray**.]

**QQ. Medical Professional** means a person who is licensed to provide medical care and **Treatment**, including a nurse practitioner (NP/APRN), physician's assistant (PA) or registered nurse (RN). The **Medical Professional** must be acting within the scope of his/her license. A **Medical Professional** does not include an **Insured** or any **Family Member**.

**RR. [Mental and Nervous Disorder(s)]**

1. means any condition, disease or disorder listed as a mental or nervous disorder in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM), where improvement can be reasonably expected with therapy.

2. This definition does not include conditions, diseases or disorders related to **Substance Abuse**.]

**SS. [Mental and Nervous Disorders Facility**

1. means a licensed healthcare facility, or a distinct unit within a **Hospital** or other institution, which:
  - a. specializes in psychiatric care for **Mental and Nervous Disorders**;
  - b. is under the direct supervision of a **Doctor**;
  - c. has a planned program of policies and procedures developed with and periodically reviewed by one or more **Doctors**; and
  - d. is not mainly a place for rest, **Custodial Care**, care of the aged/elderly, care of persons with **Substance Abuse** disorders/issues, or a hotel or similar establishment.
2. **Confinement** in a **Mental and Nervous Disorders Facility** must be at the direction of a **Doctor**.]

**TT. [Observation Unit** means a specified unit within a **Hospital**, apart from an **Emergency Room (ER)**, where a patient can be monitored by a **Doctor** or **Medical Professional** following **Treatment** in an **ER** or as an **Outpatient**. This area must:

1. be under the direct supervision of a **Doctor**;
2. provide **Treatment** by **Doctors** and/or **Medical Professionals**; and
3. provide care 24 hours per day, 7 days per week.]

**UU. [Outpatient** means an **Insured** who receives **Treatment** or services at a **Hospital**, **Ambulatory Surgery Center (ASC)**, lab, medical clinic, **Doctor's** or **Medical Professional's** office/clinic, radiologic center or other licensed medical facility and is neither **Confined** nor charged for room and board.]

**VV. [Participating [Employer]** means an [employer] participating in the trust established by the [Policyholder].]

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

**XX. [Physical Therapist** means a person who is licensed to practice and provide physical therapy. Any **Physical Therapist** must be acting within the scope of his/her license. A **Physical Therapist** does not include an **Insured** or any **Family Member**.]

**YY. Policy** means the **Policy** that **We** issued to the [Policyholder] under the Policy Number shown on the face page of the Policy.

**ZZ. Policy Year** means the period commencing at 12:00:00 a.m. on the Policy Effective Date and ending at 11:59:59 p.m. the day before the next succeeding Policy Anniversary and thereafter, each 12-month period commencing on the Policy Anniversary.

**AAA. [Pre-Existing Condition** means any medical condition for which an **Insured** received **Treatment** in the [6, 9, 12] months prior to:

1. the date the **Insured's** coverage was effective under the **Policy** [or any **Prior Policy** (if applicable)]; or
2. the date of any increase in benefit amounts or the addition of any benefit under the **Policy**.]

**BBB. [Pregnancy Limitation Period** means the continuous period of time an **Insured** must be **Insured** under the **Policy** [and/or any **Prior Policy** (if applicable)] during which no benefits are payable under the **Policy** for normal pregnancy or childbirth.]

**CCC. [Prescription Drug** means a pharmaceutical substance that legally requires a medical prescription to be dispensed. This definition does not include:

1. any drug that is available over the counter or for which a suitable equivalent drug is available over the counter;
2. immunizations;
3. contraceptive drugs or materials; or
4. infertility/fertility drugs.]

**DDD. Primary Insured** means an **[Employee]** who is currently covered under the **Policy** and this **Certificate**. **[Primary Insured]** also includes the **[Employee's Spouse]**, under the conditions described in the **[Portability][Conversion]** provision.] (See also **You, Yours**.)

**EEE. [Prior Policy** means any similar hospital indemnity or fixed indemnity insurance policy or plan:

1. replaced by insurance under part or all of the **Policy**; and
2. in effect and maintained or sponsored by the **[Policyholder]** [or an employer acquired by the **[Policyholder]**] on the day before the **Policy Effective Date**.]

**FFF. [Rehabilitation Care Services** means coordinated multidisciplinary physical restorative services (the combined use of medical, social, educational and vocational services) to enable an **Insured** who has experienced a disabling **Covered Illness** or **Covered Injury** to achieve the highest possible functional ability.]

**GGG. [Rehabilitation Unit**

1. means a licensed healthcare facility, or a distinct unit within a **Hospital** or other institution, which:
  - a. provides **Rehabilitation Care Services**;
  - b. is under the direct supervision of a **Doctor**;
  - c. has a planned program of policies and procedures developed with and periodically reviewed by one or more **Doctors**; and

- d. is not mainly a place for rest, **Custodial Care**, care of the aged/elderly, care of persons with **Substance Abuse** issues/disorders, care of persons with **Mental and Nervous Disorders**, or a hotel or similar establishment.
2. **Confinement** in a **Rehabilitation Unit** must be at the direction of a **Doctor**. This definition does not include a **Hospice Facility**, nursing home, **Skilled Nursing Facility** or swing bed hospital authorized to provide, and be paid for, extended care services.]

#### HHH. [Skilled Nursing Facility

- 1. means a licensed healthcare facility, or a distinct unit within a **Hospital** or other institution, which:
  - a. provides skilled nursing care and related services 24 hours per day, 7 days per week;
  - b. is under the direct supervision of a **Doctor** and has a **Doctor** or **Medical Professional** available at all times;
  - c. has a planned program of policies and procedures developed with and periodically reviewed by one or more **Doctors**; and
  - d. is not mainly a place for rest, **Custodial Care**, care of the aged/elderly, care of persons with **Substance Abuse** issues/disorders, care of persons with **Mental and Nervous Disorders**, or a hotel or similar establishment.
- 2. **Confinement** in a **Skilled Nursing Facility** must be at the direction of a **Doctor**. This definition does not include a **Hospice Facility**, nursing home, **Rehabilitation Unit** or swing bed hospital authorized to provide, and be paid for, extended care services.]

#### III. Spouse

- 1. means any individual who, under applicable state law, is recognized as the **Spouse** of a **Primary Insured**.
- 2. For CA residents, **Spouse** includes any individual as defined under CA Family Code Section 297.
- 3. For residents of states other than California, **Spouse** also includes any individual who is a partner to a **Primary Insured** in a civil union or domestic partnership, or other relationship as recognized and allowed by applicable federal law, state law, or law of the county, city or local government in the **Primary Insured's** jurisdiction of residence, if:
  - a. a **Primary Insured** provides evidence that the requirements of the jurisdiction in which he/she resides for the establishment of the relationship have been met;
  - b. a **Primary Insured** submits a written declaration of partnership signed by both parties; or
  - c. the **Primary Insured** and his/her partner satisfy the [Policyholder]'s requirements for such partnerships.

JJJ. [Student means a **Dependent Child** who attends an accredited high school, trade school, college, university or other institution of higher learning and is enrolled full-time for his/her program of study per the requirements of said institution, unless written approval for other than

full-time enrollment has been received from **Us**. This definition includes a **Dependent Child** who would otherwise qualify as a **Student** but cannot maintain full-time enrollment due to **Covered Illness** or **Covered Injury**.]

**KKK.** [**Substance Abuse** means the harmful or hazardous use of and dependence on psychoactive substances, including alcohol and illicit drugs.]

**LLL.** [**Substance Abuse Facility**

1. means a licensed healthcare facility, or a distinct unit within a **Hospital** or other institution, which:
  - a. specializes in habilitation, rehabilitation, **Treatment** and related services for persons with chemical dependencies resulting from **Substance Abuse**;
  - b. is under the direct supervision of a **Doctor**;
  - c. has a planned program of policies and procedures developed with and periodically reviewed by one or more **Doctors**; and
  - d. is not mainly a place for rest, **Custodial Care**, care of the aged/elderly, care of persons with **Mental and Nervous Disorders**, or a hotel or similar establishment.
2. **Confinement** in a **Substance Abuse Facility** must be at the direction of a **Doctor**.]

**MMM.** [**Surgical Procedure** means a medical procedure requiring an incision and manipulation (typically with instruments) performed on a person's body to repair damage or arrest disease.]

**NNN.** [**Therapy Services** means chiropractic care, occupational therapy, physical therapy or speech therapy.]

**OOO.** [**Treatment** means medical advice, [diagnosis,] care or services (including diagnostic measures) received by a person.]

**PPP.** [**Urgent Care Facility** means a licensed, freestanding healthcare facility providing immediate, short-term medical care without an appointment, other than a **Hospital** (including any **Outpatient** department of a **Hospital**), **Emergency Room**, or **Doctor** or **Medical Professional's** office/clinic. The facility must:

1. be under the direct supervision of a **Doctor**; and
2. provide **Treatment** by **Doctors** and/or **Medical Professionals**.]

**QQQ.** **We, Us, Our** means BCS Insurance Company.

**RRR.** [**Wellness Care Services** means any of the following: abdominal aortic aneurysm ultrasonography, blood test for lipids including total cholesterol, LDL, HDL, and triglycerides, bone marrow testing, bone density screening, breast ultrasound or mammography, CA15-3 blood test for breast cancer, CA 125 blood test for ovarian cancer, carotid doppler, CEA blood test for colon cancer, chest x-ray, colonoscopy, electrocardiogram, double contrast barium enema, fasting blood glucose test, flexible sigmoidoscopy, hemocult stool analysis, mammogram, pap smear, (including ThinPrep), PSA, serum cholesterol test to determine level of HDL and LDL, serum protein electrophoresis (blood test for myeloma), stress test, thermography, CT angiography, Testicular Ultrasound, Smoking Cessation Program, Weight



Reduction Program, Cancer Genetic Mutation Test (BRCA), Skin Cancer Screening, Biopsies for Cancer, and Lymphocyte Genome Sensitivity Test (LGS) (universal blood test for cancer). Cancer screening tests are included on the same terms as other screenings.]

**SSS. [X-Ray** means a form of electromagnetic radiation that passes through structures within the body and results in images of the structures. [This definition does not include any **Major Diagnostic Exam** or **Invasive Diagnostic Exam** or **Lab Test**.]]

**TTT. You, Yours** means an [**Employee**] who is currently covered under the **Policy** and this **Certificate**.

#### IV. **INDIVIDUAL INSURING PROVISIONS**

##### **A. Eligibility**

1. Each person, as described in the Schedule of Benefits, is eligible under the **Policy** as an **Insured**.
2. [Coverage under the **Policy** may also be extended to include **Dependent(s)**.]
3. Each person must be insured by an individual or group policy or contract that arranges or provides medical, hospital and surgical coverage not designed to supplement other private or governmental plans to be eligible for insurance under this **Policy**.

##### **B. Primary Insured's [Non-Contributory][Contributory] Effective Date**

1. A **Primary Insured's** insurance becomes effective on the first day of the month after the **Primary Insured** is eligible and [his or her enrollment form and] premium [has, have] been received. [Evidence of insurability may be required. If required, coverage will not be effective until **We** approve the **Primary Insured's** request for coverage.]
2. [An eligible person may enroll [only within [31 - 60] days] after becoming eligible or acquiring a new **Dependent** or during an open enrollment period.]

##### **C. [Dependent's Effective Date]**

1. A **Dependent's** insurance becomes effective on the later of:
  - a. the **Primary Insured's** effective date if the **Dependent** is eligible as of that date and the **Primary Insured** [enrolls and] pays premium for the **Dependent** on or before that date; or
  - b. the first day of the month after the **Dependent** becomes eligible, if the **Dependent** becomes eligible after the **Primary Insured's** effective date, and the [enrollment form and] premium [has, have] been received.
2. In no case will coverage for eligible **Dependents** take effect before the **Primary Insured's** coverage. [No **Dependent** will be covered, unless application has been made and the correct premium has been paid.] [Evidence of insurability may be required. If required, coverage will not be effective until **We** approve the **Dependent's** request for coverage.]]

##### **D. [Newborn Child Coverage]**

A child of the **Primary Insured** born while the **Primary Insured's** coverage under the **Policy** is in force is covered from the moment of birth until the 31<sup>st</sup> day of age. A notice of birth, together with the additional premium, must be submitted to **Us** within 31 days of birth to continue coverage for **Covered Injury** and **Covered Illness** beyond the initial 31 day period. Necessary care and **Treatment** of congenital defects, birth abnormality and premature birth[, as well as routine newborn care,] are covered the same as **Covered Illness**.]

**E. [Adopted Child Coverage]**

A minor child who comes under the charge, care and control of the **Primary Insured** while the **Primary Insured's** coverage under the **Policy** is in force is covered if the **Primary Insured** files a petition to adopt. The child's coverage is the same as provided for the **Primary Insured's** other **Dependent(s)**. The child is covered from the date the petition to adopt is filed if the **Primary Insured** applies for coverage and pays any required premium within 31 days after filing the petition to adopt. However, coverage starts at the moment of birth if the petition for adoption, application for coverage and payment of premium occur within 31 days after the child's birth. Coverage for the minor child continues, unless the petition for adoption is dismissed or denied.]

**F. [If the **Primary Insured** is not **Actively at Work** because of **Covered Illness** or **Covered Injury** on the date this insurance would otherwise have become effective, it will not take effect until the date the person returns to **Actively at Work**.]**

**G. [If a **Dependent**[, other than a newborn or adopted child,] is **Confined** to a **Hospital** or **Confined Elsewhere** on the date this insurance would otherwise have become effective, it will not take effect until the **Hospital Confinement** ends or he or she has not been **Confined Elsewhere** for at least [1 – 90] consecutive days.]**

**H. **Primary Insured's Termination****

**1. Coverage for a **Primary Insured** ends on the earliest of:**

- a.** the date the **Primary Insured** is no longer eligible, unless contributions for coverage were made in advance, in which case coverage terminates at the end of the period for which premiums have been paid;
- b.** any premium due date, if full payment for the **Primary Insured's** coverage is not made within 31 days following the premium due date; [or]
- c.** the date the **Policy** terminates;[
- d.** the date the **Primary Insured** attains age [65-80];][
- e.** the date the **Participating [Employer]'s** coverage under the **Policy** terminates;][ or
- f.** the date the **Primary Insured** enters an armed service on full-time active duty. Premium will be returned on a pro-rata basis if the [Policyholder] notifies **Us** in writing].

**2. Termination will not affect a claim for benefits received while the **Primary Insured** was covered by the **Policy**.**

**I. [Dependent's Termination]**

**1. Coverage for **Dependents** ends on the earlier of:**

- a.** the **Primary Insured's** termination date; or
- b.** the date the **Dependent** is no longer eligible, unless contributions for coverage were made in advance, in which case coverage terminates at the end of the period for which premiums have been paid.

2. In no case will **Dependent** coverage end later than the **Primary Insured's** coverage.
3. Termination will not affect a claim for benefits received while the **Dependent** was covered by the **Policy**.]

**J. Extension of Benefits**

1. If coverage under the **Policy** ends while an **Insured** is **Confined** in a **Hospital** for a **Covered Illness** or **Covered Injury**, **We** will continue to pay benefits for **Confinement** that becomes payable after the date coverage under the **Policy** ends if the **Insured** meets the following requirements:
  - a. the **Confinement** must be continuous after the date of termination; and
  - b. coverage must not have ended as a result of the **Insured's** [or, in the case of a **Dependent Child** or **Spouse**, the **Primary Insured's**] voluntary termination of coverage.
2. This Extension of Benefits terminates upon the latest of the following:
  - a. the date the **Insured** is no longer **Hospital Confined**;
  - b. the date the **Insured** receives the maximum benefit for **Hospital Confinement**; or
  - c. [30-90 days] after the date coverage would otherwise terminate.

V. **DESCRIPTION OF BENEFITS**

[All benefits are subject to the Annual Benefit Maximum shown in the Benefit Schedule.]

**[HOSPITALIZATION BENEFITS]**

**A. [First Day Hospital Confinement Benefit]**

1. **We** will pay the First Day Hospital Confinement Benefit Amount shown in the Benefit Schedule for the first day an **Insured** is **Confined** to a **Hospital** as an **Inpatient** as the result of a **Covered Illness** or **Covered Injury** [after an **Elimination Period** of [1-3] day[s] of **Confinement** in the **Hospital** is satisfied].
2. The **Confinement** must begin within [30-365] days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable once per **Covered Illness** or **Covered Injury**, and is payable [up to] [1-5] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one **Covered Illness** or **Covered Injury**.
3. This benefit is not payable:
  - a. for **Treatment** in a **Mental and Nervous Disorders Facility, Substance Abuse Facility, Rehabilitation Unit, Hospital Observation Unit, Emergency Room, or Skilled Nursing Facility**;
  - b. for **Treatment** as an **Outpatient**; [or]
  - c. for a **Hospital** stay of less than 20 hours; or
  - d. if an **Insured** is discharged from the **Hospital** and again becomes an **Inpatient** for the same or related **Covered Illness** or **Covered Injury** [within [30-90] days after discharge]].

**B. [First Day ICU Confinement Benefit]**

1. **We** will pay the First Day ICU Confinement Benefit Amount shown in the Benefit Schedule for the first day an **Insured** is **Confined** to an **Intensive Care Unit (ICU)** as an **Inpatient** as the result of a **Covered Illness** or **Covered Injury** [, after an **Elimination Period** of [1-3] day[s] of **Confinement** in the **Hospital** is satisfied].
2. The ICU **Confinement** must begin within [30-365] days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable once per **Covered Illness** or **Covered Injury**, and is payable [up to] [1-5] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the ICU **Confinement** is the result of more than one **Covered Illness** or **Covered Injury**.
3. This benefit is not payable:
  - a. for **Treatment** in a **Mental and Nervous Disorders Facility, Substance Abuse Facility, Rehabilitation Unit, Hospital Observation Unit, Emergency Room, or Skilled Nursing Facility**;
  - b. for **Treatment** as an **Outpatient**; [or]

- c. for a **Hospital** stay of less than 20 hours[; or
- d. if an **Insured** is discharged from the **Hospital** and again becomes an **Inpatient** for the same or related **Covered Illness** or **Covered Injury** [within [30-90] days after discharge]].

4. This benefit is payable in addition to the First Day Hospital Confinement Benefit.]

#### C. **Hospital Confinement Benefit**

1. **We** will pay the Hospital Confinement Benefit Amount shown in the Benefit Schedule for each day an **Insured** Person is **Confined** to a **Hospital** as an **Inpatient** as the result of a **Covered Illness** or **Covered Injury**[, beginning the day after an **Elimination Period** of [1-3] day[s] of **Confinement** in the **Hospital** is satisfied].
2. The **Confinement** must begin within [30-365] days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable for up to [10-365] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one **Covered Illness** or **Covered Injury**.
3. [If an **Insured** is discharged from the **Hospital** and again becomes **Confined** as an **Inpatient** for the same or related **Covered Illness** or **Covered Injury** within [30-90] days of discharge, it will be considered the same period of **Confinement**.]
4. This benefit is not payable:
  - a. for any day for which a First Day Hospital Confinement Benefit or First Day ICU Confinement Benefit is payable;
  - b. for **Treatment** in a **Mental and Nervous Disorders Facility, Substance Abuse Facility, Rehabilitation Unit, Hospital Observation Unit, Emergency Room, or Skilled Nursing Facility**;
  - c. for **Treatment** in an **Emergency Room**, as an **Outpatient**, in an **Observation Unit** or other observation area of a **Hospital**; [or]
  - d. for a **Hospital** stay of less than 20 hours[; or
  - e. if an **Insured** is discharged from the **Hospital** and again becomes an **Inpatient** for the same or related **Covered Illness** or **Covered Injury** [within [30-90] days after discharge]].

#### D. **[ICU Confinement Benefit**

1. **We** will pay the ICU Confinement Benefit Amount shown in the Benefit Schedule for each day an **Insured** is **Confined** to an **Intensive Care Unit (ICU)** as the result of a **Covered Illness** or **Covered Injury**[, beginning the day after an **Elimination Period** of [1-3] day[s] of **Confinement** in the **Hospital** is satisfied].
2. The **ICU Confinement** must begin within [30-365] days after **Covered Illness** or **Covered Injury** occurs. This benefit is payable for up to [10-365] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if

the **ICU Confinement** is the result of more than one **Covered Illness** or **Covered Injury**.

3. [If an **Insured** is discharged from the **ICU** and again becomes **Confined** in an **ICU** as an **Inpatient** for the same or related **Covered Illness** or **Covered Injury** within [30-90] days of discharge, it will be considered the same period of **Confinement**.]
4. This benefit is not payable:
  - a. for any day for which a First Day Hospital Confinement Benefit or First Day ICU Confinement Benefit is payable;
  - b. for **Treatment** in an **Emergency Room**, as an **Outpatient**, in an **Observation Unit** or other observation area of a **Hospital**; [or]
  - c. for an **ICU** stay of less than 20 hours; or
  - d. if an **Insured** is discharged from the **ICU** and again becomes an **Inpatient** for the same or related **Covered Illness** or **Covered Injury** [within [30-90] days after discharge]].
5. This benefit is payable in addition to the Hospital Confinement Benefit.]

**E. [Observation Unit Benefit]**

1. **We** will pay the Observation Unit Benefit Amount shown in the Benefit Schedule if an **Insured** receives **Treatment** as the result of a **Covered Illness** or **Covered Injury** in an **Observation Unit** for a period of no more than [12-48] consecutive hours.
2. The **Treatment** must begin within [30-365] days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable once per **Covered Illness** or **Covered Injury**, and is payable up to [1-5] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is received for more than one **Covered Illness** or **Covered Injury**.
3. This benefit is not payable for any day for which a First Day Hospital Confinement, First Day ICU Confinement, Hospital Confinement, ICU Confinement, or Emergency Room Treatment benefit is payable.]

**[INPATIENT RECOVERY BENEFITS]**

**A. [Mental and Nervous Disorders Facility Confinement Benefit]**

1. **We** will pay the Mental and Nervous Disorders Facility Confinement Benefit Amount shown in the Benefit Schedule for each day an **Insured** is **Confined** to a **Mental and Nervous Disorders Facility** as an **Inpatient** for **Treatment** of a **Mental and Nervous Disorder**.
2. This benefit is payable for up to [10-365] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one disorder.]

**B. [Substance Abuse Facility Confinement Benefit]**

1. **We** will pay the Substance Abuse Facility Confinement Benefit Amount shown in the Benefit Schedule for each day an **Insured** is **Confined** to a **Substance Abuse Facility** as an **Inpatient** for **Treatment** of **Substance Abuse**.
2. This benefit is payable for up to [10-365] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one chemical dependency.]

**C. [Rehabilitation Unit Confinement Benefit]**

1. **We** will pay the Rehabilitation Unit Confinement Benefit Amount shown in the Benefit Schedule for each day an **Insured** is **Confined** to a **Rehabilitation Unit** following a covered **Hospital Confinement**.]
2. The **Treatment** must begin within [5-90] days after the date of discharge from the **Hospital**.]
3. This benefit is payable for up to [10-365] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one **Covered Illness** or **Covered Injury**.]

**D. [Skilled Nursing Facility Confinement Benefit]**

1. **We** will pay the Skilled Nursing Facility Confinement Benefit Amount shown in the Benefit Schedule for each day an **Insured** is **Confined** to a **Skilled Nursing Facility** following a covered **Hospital Confinement**. [
2. The **Treatment** must begin within [5-90] days after the date of discharge from the **Hospital**.]
3. This benefit is payable for up to [10-365] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one **Covered Illness** or **Covered Injury**.]

**[SURGICAL BENEFITS]**

**A. [Inpatient Surgery Benefit]**

1. **We** will pay the Inpatient Surgery Benefit Amount shown in the Benefit Schedule for each day an **Insured** undergoes a[n invasive or open] **Surgical Procedure** while an **Inpatient** in a **Hospital** as the result of a **Covered Illness** or **Covered Injury**.
2. [The **Surgical Procedure** must be performed by a **Doctor** within [30-365] days after the **Covered Illness** or **Covered Injury** occurs.] This benefit is payable once per **Covered Illness** or **Covered Injury**, and is payable up to [1-5] day[s] per **Policy Year** for each **Insured**.
3. If more than one **Surgical Procedure** occurs on the same day, only the highest **Surgical Procedure** benefit is payable.]



**B. [Outpatient Surgery (Hospital or Ambulatory Surgical Center) Benefit]**

1. **We** will pay the Outpatient Surgery (Hospital or Ambulatory Surgical Center) Benefit Amount shown in the Benefit Schedule for each day an **Insured** undergoes a[n invasive or open] **Surgical Procedure** as an **Outpatient** in an **ASC** or **Hospital Outpatient** facility as the result of a **Covered Illness** or **Covered Injury**.
2. [The **Surgical Procedure** must be performed by a **Doctor** within [30-365] days after the **Covered Illness** or **Covered Injury** occurs.] This benefit is payable once per **Covered Illness** or **Covered Injury**, and is payable up to [1-5] day[s] per **Policy Year** for each **Insured**.
3. If more than one **Surgical Procedure** occurs on the same day, only the highest **Surgical Procedure** benefit is payable.]

**C. [Outpatient Surgery (Doctor's Office) Benefit]**

1. **We** will pay the Outpatient Surgery (Doctor's Office) Benefit Amount shown in the Benefit Schedule for each day an **Insured** undergoes a **Surgical Procedure** as an **Outpatient** in a **Doctor's** office as the result of a **Covered Illness** or **Covered Injury**.
2. [The **Surgical Procedure** must be performed by a **Doctor** within [30-365] days after the **Covered Illness** or **Covered Injury** occurs.] This benefit is payable once per **Covered Illness** or **Covered Injury**, and is payable up to [1-5] day[s] per **Policy Year** for each **Insured**.
3. If more than one **Surgical Procedure** occurs on the same day, only the highest **Surgical Procedure** benefit is payable.]

**D. [Anesthesia Benefit]**

1. If an **Insured** receives anesthesia for a **Surgical Procedure** for which a benefit is payable under the **Policy**, **We** will pay an additional [1-100%] of the benefit amount payable for the **Surgical Procedure** as the Anesthesia Benefit.
2. This benefit is not payable for topical anesthesia.
3. The anesthesia must be administered by a certified registered nurse anesthetist (CRNA) or licensed anesthesiologist.]

**E. [Blood Products Benefit]**

1. **We** will pay the Blood Products Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives a transfusion of one or more **Blood Products** during a **Surgical Procedure** for which a benefit is payable under the **Policy**.
2. This benefit is payable up to [1-5] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if more than one **Surgical Procedure** involving a transfusion occurs.]

## [OUTPATIENT TREATMENT]

### A. [Emergency Room (ER) [(Accident Only)] Benefit

1. **We** will pay the Emergency Room (ER) [(Accident Only)] Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Treatment** in an ER as the result of a **[Covered Illness or] Covered Injury**.
2. The **Treatment** must occur within [3-365] days after the **[Covered Illness or] Covered Injury** occurs. This benefit is payable once per **[Covered Illness or] Covered Injury**, and is payable up to [1-5] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is received for more than one **[Covered Illness or] Covered Injury**.
3. This benefit will not be paid for:
  - a. **Treatment** in an **ER** that occurs as the result of an **Illness**]; [or][
  - b. immunizations, any **Mental and Nervous Disorder, Substance Abuse** or routine health examinations.]
4. If **Treatment** in an **ER**, chiropractic office, **Physical Therapist's** office, **Doctor's** office, and/or **Urgent Care Facility** occurs on the same day, only the highest applicable benefit is payable.]

### B. [Chiropractic Visit Benefit

1. **We** will pay the Chiropractic Visit Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Therapy Services** from a licensed chiropractor in such individual's office or clinic as the result of a **Covered Illness or Covered Injury**.
2. **Treatment** must occur within [30-365] days after the **Covered Illness or Covered Injury** occurs. This benefit is payable up to [5-60] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is received for more than one **Covered Illness or Covered Injury**.
3. If **Treatment** in an **ER**, chiropractic office, **Physical Therapist's** office, **Doctor's** office, and/or **Urgent Care Facility** occurs on the same day, only the highest applicable benefit is payable.]

### C. [Mental and Nervous Disorder Benefit

1. **We** will pay the Mental and Nervous Disorder Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Treatment** on an **Outpatient** basis for a **Mental and Nervous Disorder**.
2. The **Treatment** must be prescribed by a **Doctor**. This benefit is payable up to [10-365] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is the result of more than one **Mental and Nervous Disorder**.
3. This benefit will not be paid for any day for which any **Confinement** benefit is payable.]

**D. [Substance Abuse Benefit]**

1. **We** will pay the Substance Abuse Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Treatment** on an **Outpatient** basis for **Substance Abuse**.
2. The **Treatment** must be prescribed by a **Doctor**. This benefit is payable up to [10-365] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is the result of more than one chemical dependency.
3. This benefit will not be paid for any day for which any **Confinement** benefit is payable.]

**E. [Physical Therapy Visit Benefit]**

1. **We** will pay the Physical Therapy Visit Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives physical therapy from a **Physical Therapist** in such individual's office or clinic as the result of a **Covered Illness** or **Covered Injury**.
2. **Treatment** must begin within [30-365] days, and be rendered within 365 days, after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable up to [5-60] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is received for more than one **Covered Illness** or **Covered Injury**.]

**F. [Doctor's Office Benefit]**

1. **We** will pay the Doctor's Office Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Treatment** from a **Doctor** or **Medical Professional** in such individual's office or clinic as the result of a **Covered Illness** or **Covered Injury**.
2. The **Treatment** must occur within [30-365] days after the **Covered Illness** or **Covered Injury** occurs. This benefit [is payable [once] [2-5] day[s] per **Covered Illness** or **Covered Injury**, and] is payable up to [1-5] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is received for more than one **Covered Illness** or **Covered Injury**.
3. This benefit will not be paid for immunizations, routine health examinations, or **Therapy Services**.
4. If **Treatment** in an **ER**, chiropractic office, **Physical Therapist's** office, **Doctor's** office, and/or **Urgent Care Facility** occurs on the same day, only the highest applicable benefit is payable.]

**G. [Urgent Care Benefit]**

1. **We** will pay the Urgent Care Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Treatment** in an **Urgent Care Facility** as the result of a **Covered Illness** or **Covered Injury**.

2. The **Treatment** must occur within [30-365] days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable up to [1-5] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is received for more than one **Covered Illness** or **Covered Injury**.
3. This benefit will not be paid for routine health examinations and immunizations.
4. If **Treatment** in an **ER**, chiropractic office, **Physical Therapist's** office, **Doctor's** office, and/or **Urgent Care Facility** occurs on the same day, only the highest applicable benefit is payable.]

#### [ADDITIONAL BENEFITS]

##### A. [Ambulance (Air) Benefit]

1. **We** will pay the Ambulance (Air) Benefit Amount shown in the Benefit Schedule for each day an **Insured** is transported via air by a licensed professional ambulance company to or from a **Hospital** or between medical facilities for **Treatment** of a **Covered Illness** or **Covered Injury**.
2. The ambulance transportation must occur within [1-5] days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable once per **Covered Illness** or **Covered Injury**, and is payable up to [1-5] day[s] per **Policy Year** for each **Insured**.]

##### B. [Ambulance (Ground or Water) Benefit]

1. **We** will pay the Ambulance (Ground or Water) Benefit Amount shown in the Benefit Schedule for each day an **Insured** is transported via ground or water by a licensed professional ambulance company to or from a **Hospital** or between medical facilities for **Treatment** of a **Covered Illness** or **Covered Injury**.
2. The ambulance transportation must occur within [15-365] days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable once per **Covered Illness** or **Covered Injury**, and is payable up to [1-5] days per **Policy Year** for each **Insured**.]

##### C. [Durable Medical Equipment (DME) Benefit]

1. **We** will pay the Durable Medical Equipment (DME) Benefit Amount shown in the Benefit Schedule for each day an **Insured** rents **DME** as the result of a **Covered Illness** or **Covered Injury**.
2. The **DME** must be prescribed or ordered by a **Doctor** within [30-365] days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable up to [5-30] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if more than one piece of **DME** is rented or the **DME** is for more than one **Covered Illness** or **Covered Injury**.
3. The purchase of **DME** will be deemed a rental for the remaining rental days in the Year in which the **DME** is used, but in no event will the benefit paid be greater than the purchase price of the **DME**.]

**D. [Dependent Adult Benefit]**

1. **We** will pay the Dependent Adult Benefit Amount shown in the Benefit Schedule for each day an adult **Insured** is **Confined** to a **Hospital, Skilled Nursing Facility, Rehabilitation Unit, Hospice Facility[, Mental and Nervous Disorders Facility, or Substance Abuse Facility]** as an **Inpatient** as the result of a **Covered Illness** or **Covered Injury** and incurs an expense for **Dependent Adult Care** for one or more **Dependent Adults**.
2. This benefit is payable up to [10-180] days per **Policy Year** for each adult **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one **Covered Illness** or **Covered Injury** or care is received for more than one **Dependent Adult**.
3. This benefit is only payable for:
  - a. **Dependent Adult Care** provided at a **Dependent Adult Care Center**; and
  - b. a **Confinement** for which a benefit is payable for an adult **Insured** under the **Policy**;
4. A **Dependent Adult** does not have to be covered under the **Policy** for this benefit to be payable. Proof of the expense incurred by an adult **Insured** for **Dependent Adult Care** must be submitted with the claim.]

**E. [Inpatient Hospice Care Benefit]**

1. **We** will pay the Inpatient Hospice Care Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Hospice Care** as an **Inpatient** in a **Hospice Facility**.
2. This benefit is payable for up to [10-365] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one **Covered Illness** or **Covered Injury**.]

**F. [Lodging Benefit]**

1. **We** will pay the Lodging Benefit Amount shown in the Benefit Schedule for each day an expense is incurred for **Lodging** by an adult **Family Member** or adult companion accompanying an **Insured** who is **Confined** more than [50-200] miles away from the **Insured's** primary residence for **Treatment** as the result of a **Covered Illness** or **Covered Injury**.
2. This benefit is payable up to [5-60] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one **Covered Illness** or **Covered Injury**.
3. This benefit is only payable:
  - a. if the adult **Family Member** or adult companion is providing care for the **Insured** or is acting as an advocate on the behalf of an **Insured** while the **Insured** is receiving **Treatment**;

- b. for a **Confinement** for which a benefit is payable for an **Insured** under the **Policy**; and
  - c. if the same or similar **Treatment** is not available within [50-200] miles of the **Insured's** primary residence.
4. Proof of the expense incurred for **Lodging**, evidenced by a receipt, invoice, or other document, must be submitted with the claim. Mileage is measured as the distance from the **Insured's** primary residence to the facility at which the **Confinement** occurs.]

**G. [Minor Diagnostic Benefit]**

- 1. **We** will pay the Minor Diagnostic Benefit Amount shown in the Benefit Schedule for each day an **Insured** undergoes a **Lab Test** or **X-Ray** for the purpose of diagnosing a **Covered Illness** or **Covered Injury**.
- 2. This benefit is payable up to [1-5] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if more than one **Lab Test** or **X-Ray** occurs or the **Lab Test** or **X-Ray** is for more than one **Covered Illness** or **Covered Injury**.
- 3. If more than one **Major Diagnostic Exam**, **Invasive Diagnostic Exam**, or **Lab Test** or **X-Ray** occurs on the same day, only the highest applicable benefit is payable.]

**H. [Major Diagnostic Benefit]**

- 1. **We** will pay the Major Diagnostic Benefit Amount shown in the Benefit Schedule for each day an **Insured** undergoes a **Major Diagnostic Exam** for the purpose of diagnosing a **Covered Illness** or **Covered Injury**.
- 2. This benefit is payable up to [1-5] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if more than one **Major Diagnostic Exam** occurs or the **Major Diagnostic Exam** is for more than one **Covered Illness** or **Covered Injury**.
- 3. If more than one **Major Diagnostic Exam**, **Invasive Diagnostic Exam**, or **Lab Test** or **X-Ray** occurs on the same day, only the highest applicable benefit is payable.]

**I. [Invasive Diagnostic Benefit]**

- 1. **We** will pay the Invasive Diagnostic Benefit Amount shown in the Benefit Schedule for each day an **Insured** undergoes an **Invasive Diagnostic Exam** and receives a positive diagnosis of a **Covered Illness** or **Covered Injury**.
- 2. This benefit is payable up to [1-5] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if more than one **Invasive Diagnostic Exam** occurs or the **Invasive Diagnostic Exam** is for more than one **Covered Illness** or **Covered Injury**.
- 3. If more than one **Major Diagnostic Exam**, **Invasive Diagnostic Exam**, or **Lab Test** or **X-Ray** occurs on the same day, only the highest applicable benefit is payable.]

**J. [Mortgage and Rent Reimbursement Benefit]**

1. **We** will pay the Mortgage and Rent Reimbursement Benefit Amount shown in the Benefit Schedule if an adult **Insured** is continuously **Confined** to a **Hospital, Intensive Care Unit, Skilled Nursing Facility, [or] Rehabilitation Unit [, Mental and Nervous Disorders Facility, or Substance Abuse Facility]** as an **Inpatient** as the result of a **Covered Illness** or **Covered Injury** for at least [3-20] days [after an **Elimination Period** of [1-3] day[s] of **Confinement** is satisfied].
2. The **Confinement** must begin within [30-365] days after **Covered Illness** or **Covered Injury** occurs. This benefit is only payable once per year per **Insured**.
3. Proof of the expense incurred for mortgage or rent, evidenced by a receipt, invoice, or other document, must be submitted with the claim.]

**K. [Pet Care Benefit]**

1. **We** will pay the Pet Care Benefit Amount shown in the Benefit Schedule for each day an expense is incurred for the boarding of one or more **Eligible Pets** by an adult **Insured** who is **Confined** to a **Hospital, Skilled Nursing Facility, Rehabilitation Unit, Hospice Facility[, Mental and Nervous Disorders Facility, or Substance Abuse Facility]** as an **Inpatient** as the result of a **Covered Illness** or **Covered Injury**.
2. This benefit is payable up to [10-180] days per **Policy Year** for each adult **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one **Covered Illness** or **Covered Injury** or boarding is received for more than one **Eligible Pet**.
3. This benefit is only payable for:
  - a. overnight boarding provided at a **Pet Boarding Facility**; and
  - b. a **Confinement** for which a benefit is payable for an adult **Insured** under the **Policy**.
4. Proof of the expense incurred by an adult **Insured** for pet boarding, evidenced by a receipt, invoice, or other document, must be submitted with the claim.]

**L. [Prescription Drug Benefit]**

1. **We** will pay the Prescription Drug Benefit Amount shown in the Benefit Schedule for each day an **Insured** fills a prescription for a **Prescription Drug** for at least a 30 day supply through a licensed retail or mail order pharmacy for **Treatment** of a **Covered Illness** or **Covered Injury**.
2. The drug must be prescribed by a **Doctor** or **Medical Professional** within [30-365] days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable up to [1-3] day[s] per month[, and is payable up to [6, 12] days per **Policy Year**] for each **Insured**. This benefit is only payable once per day, even if more than one prescription is filled or the prescription is for the **Treatment** of more than one **Covered Illness** or **Covered Injury**.
3. This benefit will not be paid for any drug that is received or prescription that is filled while an **Insured** is **Confined** in any medical facility.]

**M. [Second Opinion Benefit]**

1. **We** will pay the Second Opinion Benefit Amount shown in the Benefit Schedule for each day an **Insured** seeks:
  - a. a second opinion from a different **Doctor** following a recommendation by a **Doctor** that the **Insured** undergo a non-emergent invasive or open **Surgical Procedure**; or]
  - b. **Treatment** as an **Inpatient** in a **Hospital** as the result of a **Covered Illness** or **Covered Injury** and the **Hospital's** utilization review program requires a second opinion following an initial denial of admission.
2. The initial request for **Inpatient** admission must be made by a **Doctor**. This benefit is payable once per **Covered Illness** or **Covered Injury**, and is payable up to [1-5] day[s] per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if there is more than one **Covered Illness** or **Covered Injury** for which an opinion is sought.]

**N. [Transportation Benefit]**

1. **We** will pay the Transportation Benefit Amount shown in the Benefit Schedule for each day an **Insured** travels at least [50-200] miles from residence to a place for **Treatment** that is advised by a **Doctor** because **Treatment** for a **Covered Illness** or **Covered Injury** is not available locally. This benefit is payable only for travel by the **Insured** receiving the **Treatment**.
2. This benefit is payable up to [1-5] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the travel is the result of more than one **Covered Illness** or **Covered Injury**.
3. This benefit is not payable on any day that an Ambulance Benefit is payable under the **Policy**.]

**O. [Wellness Care Benefit]**

1. **We** will pay the Wellness Care Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Wellness Care Services** if the services are:
  - a. rendered by a **Doctor**;
  - b. rendered while the **Insured** is not an **Inpatient** in a **Hospital**;
  - c. rendered while the **Insured** is covered under the **Policy**]; and
  - d. billed directly by the **Doctor** and not as an **Outpatient** service of a **Hospital**].
2. This benefit is payable up to [1-4] days per **Policy Year** for each **Insured**.]

**We** will cover any other generally medically accepted cancer screening tests

**[HOME CARE BENEFITS]**

**A. [Hospice at Home Benefit]**



1. **We** will pay the Hospice at Home Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Hospice Care** in a private residence, nursing home, or residential facility.
2. This benefit is payable for up to [10-365] days per **Policy Year** for each **Insured**.
3. This benefit will not be paid for any day for which the Inpatient Hospice Care Benefit is payable.]

**B. [Private Duty Nursing Benefit]**

1. **We** will pay the Private Duty Nursing Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives private duty nursing care or **Custodial Care** for a **Covered Illness** or **Covered Injury**.
2. Private duty nursing care or **Custodial Care** must be prescribed by a **Doctor**.
3. This benefit is payable for up to [30-365] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if the private duty nursing care or **Custodial Care** is the result of more than one **Covered Illness** or **Covered Injury**.]

**C. [Skilled Nursing at Home Benefit]**

1. **We** will pay the Skilled Nursing at Home Benefit Amount shown in the Benefit Schedule for each day an **Insured** receives **Treatment** from a **Home Health Care Agency** in a private residence, nursing home, or residential facility as the result of a **Covered Illness** or **Covered Injury** and for which a **Doctor** has prescribed such **Treatment**.
2. **Treatment** must begin within [30-365] days and be rendered within 365 days after the **Covered Illness** or **Covered Injury** occurs. This benefit is payable up to [5-90] days per **Policy Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is received for more than one **Covered Illness** or **Covered Injury**.
3. This benefit will not be paid for any day for which the Inpatient **Hospice Care** Benefit is payable.]

**A. Portability Coverage**

1. **You** [or **Your** covered **Spouse**, in certain circumstances,] may continue coverage when coverage ends under the **Policy**. [The terms, conditions, and premium rates of the portability coverage may be governed by a separate portability policy and may not be the same as those under this **Certificate**.]
2. [If **You** are age [64-79] or younger,] **You** may request portability coverage [for **You** and any insured **Dependent(s)**] when:
  - a. **You** are no longer [**Actively at Work**] and are not eligible for coverage under the Extension of Benefits provision in this **Certificate**;
  - b. [**You** are no longer employed by the [Policyholder], including retirement;] or
  - c. the **Policy** terminates and the [Policyholder] does not obtain a replacement **Policy** with another insurance carrier within 31 days.
3. [If **You** are eligible to request portability coverage, then **You** must elect to continue insurance under this portability provision in order for any **Dependent(s)** to be eligible for portability coverage.]]
4. **Your** covered **Spouse** [who is age [64-79] or younger] may request portability coverage [for him/herself and any insured **Dependent Child(ren)**]:
  - a. in the event of **Your** death;
  - b. in the event of divorce[, dissolution of partnership] or legal separation from **You**; or
  - c. when **You** enter active duty service or training in any military for a period of [31-180] days or more and are no longer eligible under the **Policy** as an [**Employee**].]
5. [If **Your Spouse** elects coverage under this portability provision, the **Spouse** will become the **Primary Insured**. [Any **Dependent Child(ren)** may be covered under the **Primary Insured** or **Spouse**, but not both.]]

**B. Electing Portability**

1. When coverage under the **Policy** ends, notice of the right to request portability coverage will be given. To elect portability coverage, **You** [or **Your** covered **Spouse**] must send a request to **Us** [or the Policy Administrator]. The benefits and premium rates of the portability coverage are described on **Our** portability request form, which can be obtained by contacting the [Policyholder] or **Us**.
2. The request and the initial premium due must be received within 31 days after insurance under the **Policy** ends. If timely notice is not given, an extension of the period of time in which to request portability coverage will be allowed. **You** [or **Your** covered **Spouse**] will have 15 days from the date notice is received to submit his/her request and initial premium. However, in no event will a request be

processed if received more than 91 days after the date coverage under the **Policy** would otherwise end.

3. [The continued group insurance portability coverage is available as a result of portability rights that arise solely from the **Policy**, as arranged for the **Primary Insured** as an employee welfare benefit, subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended.]]

**CONVERSION****A. Conversion Insurance**

1. If coverage has been in force for at least [3-12] months and is terminated under this **Policy**, conversion insurance can be obtained under a separate policy of insurance (called a converted policy) without providing evidence of insurability for:
  - a. the **Primary Insured** [who is age [65-80] or younger] if coverage terminates for reasons other than non-payment of premium[, or]
  - b. [Your **Spouse** [who is age [65-80] or younger] if coverage terminates due to divorce or **Your** death, or]
  - c. [a **Dependent Child** if coverage terminates due to age[ or if the **Dependent Child** is otherwise no longer eligible for coverage]].
2. [An **Insured's**][**Your**] right to obtain a converted policy is subject to the following conditions:
  - a. Application for the converted policy must be made to **Us** within 31 days (or within 60 days of final divorce decree in case of divorce) after coverage terminates;
  - b. The effective date of the converted policy will be the date on which coverage under the **Policy** terminates;
  - c. The converted policy premium will be set at the rate for the class of risk at the applicant's age for insurance provided as of the date of the conversion;
  - d. Any **Pre-Existing Conditions** excluded under this **Policy** are also excluded in the converted policy. No other **Pre-Existing Conditions** are excluded;
  - e. The [Pre-Existing Condition Limitation provision and] Incontestability provision under the converted policy [is][are] waived to the extent that such period[s] [has][have] been met under this **Policy**;
  - f. Benefits payable to the applicant under the converted policy will be reduced by benefits payable for the same **Covered Illness** or **Covered Injury** under this **Policy**;
  - g. The converted policy will be a similar policy or a policy providing lesser benefits at the applicant's option.
  - h. [When conversion is due to divorce, **Dependent Children** covered under this **Policy** may be covered under their own converted policy or under the converted coverage of the **Primary Insured** or the **Spouse**, but not both.]
  - i. [If **You**[ or **Your** former spouse[, ] [or] civil union partner [or domestic partner]] are covered by a converted policy, and either remarries, such new spouse[, ] [or] civil union partner [or domestic partner] may be

covered under the converted policy. **We** must be advised of the remarriage[,] [or] civil union partnership [or domestic partnership] by the completion of a new application for such new spouse[,] [or] civil union partner [or domestic partner]. This new application is subject to **Our** approval. **You** or **Your** former spouse[,] [or] civil union partner [or domestic partner] must pay the premiums appropriate to such new policy in order to have it issued and maintained in force.]]

## VIII. **LIMITATIONS AND EXCLUSIONS**

### A. **[Pre-Existing Condition Limitation**

1. **We** will not pay benefits for any **Covered Illness** or **Covered Injury** that results from a **Pre-Existing Condition** until [6, 9, 12] months after an **Insured** is continuously covered under the **Policy** [and/or any **Prior Policy** (if applicable)]. A Pre-Existing Condition Limitation of [6, 9, 12] months will also apply to any benefit amount increase or the addition of any benefit under the **Policy**[, including any changes from the **Prior Policy** (if applicable)].
2. If an **Insured** becomes **Confined** as the result of a **Pre-Existing Condition** prior to completing this [6, 9, 12] month limitation period, benefits will only be payable for any day of **Confinement** that extends after the end of the limitation period.
3. [This provision does not apply to any newly acquired **Dependent Child**.]

### B. **[Pregnancy Limitation Period**

1. An **Insured** must complete a **Pregnancy Limitation Period** as shown in the Benefit Schedule before becoming eligible for benefits for pregnancy or childbirth under the **Policy**. If an **Insured** receives **Treatment** for pregnancy or childbirth during this **Pregnancy Limitation Period**, benefits are not payable.
2. If the **Insured** becomes **Confined** as the result of pregnancy or childbirth prior to completing the **Pregnancy Limitation Period**, benefits [will only be payable for any day of **Confinement** that extends after the end of the **Pregnancy Limitation Period**].
3. This limitation does not apply to **Complications of Pregnancy**.]

### C. **Exclusions**

1. No benefits are payable under the **Policy** for any **Covered Illness** or **Covered Injury** that results from or is caused by an **Insured's**:
  - a. intentionally self-inflicted injuries, suicide or any attempt at suicide while sane or insane;
  - b. voluntary intoxication (as defined by the law of the jurisdiction in which the **Covered Illness** or **Covered Injury** occurred) or while under the influence of any narcotic, drug or controlled substance, unless administered by or taken according to the instructions of a **Doctor** or **Medical Professional**;
  - c. commission of or attempt to commit a felony, or voluntary participation in a riot or insurrection;
  - d. incarceration or imprisonment following conviction for a crime;
  - e. flying as a pilot or crew member of any aircraft or travel or flight, including boarding or alighting, in any vehicle or device while being used

for any test or experimental purposes or while being operated by, for or under the direction of any military authority other than the Military Airlift Command (MAC) of the United States or similar air transport service of any other country;

- f. riding in or on any motor vehicle or aircraft engaged in acrobatic tricks/stunts (for motor vehicles), acrobatic/stunt flying (for aircraft), endurance tests, off-road activities (for motor vehicles), or racing;
  - g. participation in any organized sport in a professional or semi-professional capacity;
  - h. participation in base jumping, bungee jumping, cliff jumping, kite surfing, kiteboarding, lugging, missed climbing, mountain boarding, mountain climbing, mountaineering, parachuting, paragliding, parakiting, parasailing, Parkour, rock climbing, scuba diving, ski jumping, skydiving, spelunking, tricking, or wingsuit flying;
  - i. travel or activity outside the United States or Canada;
  - j. active duty service or training in the military (naval force, air force or National Guard/Reserves or equivalent) for service/training extending beyond [31-180] days of any state, country or international organization, unless specifically allowed by a provision of this **Certificate**; or
  - k. involvement in any declared or undeclared war or act of war (not including acts of terrorism), while serving in the military or an auxiliary unit attached to the military, or working in an area of war whether voluntarily or as required by an employer.
2. If **You** notify **Us** of active duty service or training, **We** will refund any premiums paid for any period for which no coverage is provided as a result of the exclusion.
3. In addition, **We** will not pay for any benefits under the **Policy**, unless required by law for:
  - a. [pregnancy or childbirth, except **Complications of Pregnancy**];
  - b. elective abortion or complications thereof;
  - c. artificial insemination, in vitro fertilization, test tube fertilization;
  - d. sterilization, tubal ligation or vasectomy, and reversal thereof;
  - e. aroma therapeutic, herbal therapeutic, or homeopathic services;
  - f. any **Mental and Nervous Disorder**, unless specifically allowed by a benefit provision of this **Certificate**;
  - g. **Substance Abuse**, unless specifically allowed by a benefit provision of this **Certificate**;



- 4. Congenital Anomalies** of newborn and newly adopted children are not excluded if otherwise covered under the terms of the **Policy**.]

**CLAIM PROVISIONS****A. Notice of Claim**

1. Notice of claim must be given to **Us** within 20 days after the occurrence or commencement of any loss covered by the **Policy** and evidenced by this **Certificate**, or as soon thereafter as reasonably possible. Notice given by or on behalf of an **Insured** to **Us**, or to **Our** authorized agent, at **[Our Home Office]** [or] **[the Administrative Office]** with information sufficient to identify the **Insured**, shall be deemed notice to **Us**.
2. Failure to give notice within this time frame will not invalidate nor reduce any claim.

**B. Claim Forms**

Upon receipt of a Notice of Claim, **We** will furnish to the claimant such forms as are usually furnished by **Us** for filing Proof of Loss. If forms are not furnished within 15 days after the giving of notice, the claimant shall be deemed to have complied with the requirements of this **Certificate** as to Proof of Loss upon submitting, within the time fixed in the **Certificate** for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**C. Proof of Loss**

Written proof of loss must be furnished to **Us**, or to **Our** authorized agent, **[at Our Home Office]** [or] **[the Administrative Office]** in case of claim for loss within 90 days after the date of the loss. Failure to furnish proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within that time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**D. Time of Payment of Claims**

1. Benefits payable under the **Policy** will be paid immediately after **Our** receipt of due Proof of Loss.

**E. Payment of Claims**

1. All benefits are payable to **You**. Any benefits unpaid at the time of **Your** death will be paid to:
  - a. **Your** designated beneficiary(ies); or if none, then to
  - b. **Your** estate.
2. **[You** have the right to request that any benefits for the **[Ambulance (Air) Benefit** or **Ambulance (Ground or Water) Benefit]** be paid directly to the service provider. **You** must request such payment within 90 days of the date the transportation occurred.]

**F. Beneficiary Designation**

In the event of **Your** death, **You** should designate one or more beneficiaries to receive any benefits under the **Policy** that are unpaid at the time of **Your** death. Beneficiary records will be kept by the [Policyholder], plan administrator or the office/system where beneficiary records for the **Policy** are kept. The most current beneficiary designation in effect under a **Prior Policy** will be accepted as a beneficiary designation under the **Policy** until changed (if applicable).

**G. Change of Beneficiary**

Unless the **Insured** makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the **Insured** and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of the **Policy** or to any change of beneficiary or beneficiaries, or to any other changes in the **Policy**.

**H. Claim Denial**

1. If a claim for benefits is wholly or partly denied, the claimant will be furnished with written notification of the decision. This written notification will:
  - a. give the specific reason(s) for the denial;
  - b. make specific reference to the **Policy** provisions on which the denial is based;
  - c. provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
  - d. provide an explanation of the review procedure.

**I. Claim Appeal**

1. On any claim, the claimant or his or her representative may appeal to **Us** for a full and fair review. To do so, the claimant:
  - a. must submit a written request for review within:
    - i. 180 days of receipt of claim denial if the claim requires **Us** to make a determination of a **Covered Illness** or **Covered Injury**; or
    - ii. 60 days of receipt of claim denial if the claim does not require **Us** to make a determination of a **Covered Illness** or **Covered Injury** or other loss; and
  - b. may request copies of all documents, records, and other information relevant to the claim; and
  - c. may submit written comments, documents, records and other information relating to the claim.
2. **We** will respond in writing with **Our** decision on the claim. If **You** are not satisfied with the decision, **You** have the right to contact the California Insurance Department to review **Your** dispute.

**J. Overpayment Recovery**

1. **We** have the right to recover from **You** or the recipient of benefits any amount that is an overpayment. **You** or the recipient of benefits has the obligation to refund to **Us** any such amount.
2. If benefits are overpaid on any claim, **You** or the recipient of benefits must reimburse **Us** within 90 days.
3. If recovery of the overpayment is not made in a timely manner, **We** have the right to:
  - a. recover such overpayments from:
    - i. **You**;
    - ii. any other person to or for whom payment was made; or
    - iii. **Your** estate;
  - b. reduce or offset against any future benefits payable to **You** or **Your** survivors until full reimbursement is made;
  - c. refer the unpaid balance to a collection agency; and
  - d. pursue and enforce all legal and equitable rights in court.

X.

## **GENERAL PROVISIONS**

### **A. Entire Contract**

The **Policy**, the [Policyholder]'s signed application, this **Certificate** and any riders, endorsements, or other attached papers, if any, make up the entire contract of insurance between the [Policyholder] and **Us**. All statements made by the [Policyholder] or any person insured under this **Policy** are considered representations and not warranties. No statement made by such individuals will be used in any contest unless a copy of the statement is furnished to the person or, in the event of the death or incapacity of an **Insured**, to his or her beneficiary or personal representative.

### **B. Time Limit on Certain Defenses**

After this **Policy** has been in force for a period of three years, no statements of the [Policyholder] contained in the application, and no statement relating to insurability made by any person insured under this **Policy** shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force for a period of three years during the lifetime of the person with respect to whom any such statement was made.

[No claim for loss incurred commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.]

### **C. Physical Examinations and Autopsy**

**We**, at **Our** own expense, shall have the right and opportunity to examine the **Insured** when and as often as **We** may reasonably require during the pendency of a claim and to make an autopsy in case of death where it is not forbidden by law.

### **D. Legal Actions**

No action at law or in equity shall be brought to recover on this **Certificate** prior to the expiration of 60 days after written Proof of Loss has been furnished in accordance with the requirements of this **Certificate**. No such action shall be brought after the expiration of 3 years after the time written Proof of Loss is required to be furnished.

### **E. Misstatement of Age**

If the age of any **Insured** has been misstated, all amounts payable shall be such as the premium paid would have purchased at the correct age.

### **F. Assignment**

1. **You** have the right to absolutely assign **Your** rights and interest under the **Policy** including, but not limited to, the following:

- a. the right to make any contributions required to keep the insurance in force; and
  - b. the right to name and change a beneficiary.
- 2. **We** will recognize any absolute assignment made by **You** under the **Policy**, provided:
  - a. it is duly executed; and
  - b. a copy is acknowledged and on file with **Us**.
- 3. **We** and the [Policyholder] assume no responsibility:
  - a. for the validity or effect of any assignment; or
  - b. to provide any assignee with notices which **We** may be obligated to provide to **You**.
- 4. **You** do not have the right to collaterally assign **Your** rights and interest under the **Policy**.

**G. Conformity with State and Federal Laws**

Any provision of the **Policy**, which, on its effective date, is in conflict with the statutes of the state in which the **Insured** resides on such date is hereby amended to conform to the minimum requirements of such statutes.

**H. Time Periods**

Unless otherwise specifically stated, all time periods begin and end at 12:01 A.M., Standard Time at the place where the **Policy** is delivered.

**I. Workers' Compensation**

The **Policy** does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**J. Unpaid Premium**

Upon the payment of a claim, any premium then due and unpaid may be deducted from the claim payment.