

BCS Insurance Company
{¹[²2 Mid America Plaza]}
[³Oakbrook Terrace, Illinois 60181]

CERTIFICATE OF INSURANCE

**GROUP FIXED INDEMNITY ACCIDENT AND
SICKNESS INSURANCE**

Group Policy No. [⁴XXXX-YYY] ("the Policy"), has been issued to [⁴XYZ Company,] which we refer to as "the Policyholder" {⁵,for the benefit of [⁶ABC Company], a Participating Employer}. We refer to BCS Insurance Company as "we", "us" or "our".

The Policy is administered on our behalf by "the Administrator": [⁷ABC Administrator Company, located at 123 Main Street, Anytown, USA]

The Policy was delivered in California and is governed by its laws {⁸and, 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 of the Policy.

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

IN WITNESS WHEREOF, we have signed the Policy at [³Oakbrook Terrace, Illinois].

[⁹


SECRETARY


PRESIDENT

]

**THIS CERTIFICATE PROVIDES LIMITED ACCIDENT AND SICKNESS 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
HEALTH LAW. THIS IS NOT MEDICARE SUPPLEMENT INSURANCE. INSURED'S ELIGIBLE FOR
MEDICARE SHOULD REVIEW THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH
MEDICARE AVAILABLE FROM US**

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[¹PART I -]GENERAL DEFINITIONS

"Accident" means a sudden, unforeseeable event that causes Injury to one or more Covered Persons.

"Covered Person" means any eligible person for whom coverage is in effect under the Policy.

"Doctor" means any duly licensed practitioner of a healing art who is recognized by the law of the state in which treatment is received as qualified to perform the service for which claim is made.

"Hospital" 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; and
- c) has 24-hour nursing service.

Hospital excludes any institution that is primarily a rest home, nursing home, convalescent home, a home for the aged, an alcoholism or a drug addiction treatment facility or a facility for treatment of mental disorders.

"Injury" means accidental bodily injury of a Covered Person:

- a) caused by an Accident; and
- b) resulting in a covered loss.

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

"Inpatient" means a person who is provided and charged for at least one day's room and board by the Hospital.

"Insured" means [²an employee] for whom coverage is in effect under the Policy.

{³"Participating Employer" means an employer participating in the trust established by the Policyholder.}

"Sickness" means sickness or disease of a Covered Person treated by a Doctor while the person is covered under the Policy. Pregnancy is covered the same as any Sickness.

[¹PART II -]INDIVIDUAL INSURING PROVISIONS

Eligibility:

Insured - Each person, as described on the Schedule of Benefits, is eligible for coverage under the Policy as an Insured.

{¹**Eligible Dependents** - Coverage under the Policy may also be extended to include the Insured's: {²

- a) lawful spouse;
- b) partner in a civil union;
- c) domestic partner, as provided below under "Domestic Partner Coverage"; and

- d) children who are less than age 26.

Dependent children may include stepchildren, foster children, legally adopted children, children of adopting parents pending finalization of adoption procedures and children for whom coverage has been court-ordered.

Domestic Partner Coverage: A domestic partnership is established when all of the following requirements are met:

- 1) both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership;
- 2) neither person is married or a member of another domestic partnership;
- 3) the two persons are not related by blood in a way that would prevent them from being married to each other in this state;
- 4) both persons are at least 18 years of age;
- 5) both persons are capable of consenting to the domestic partnership;
- 6) neither person has previously filed a Declaration of Domestic Partnership with the Secretary of State that has not been terminated under Section 299;
- 7) both file a Declaration of Domestic Partnership with the Secretary of State; and
- 8) either of the following:
 - i. both persons are members of the same sex.
 - ii. one or both of the persons meet the eligibility criteria under Title II of the Social Security act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.

Coverage for a domestic partner ends on the earlier of:

- 1) the day the Insured or qualified domestic partner ends the domestic partnership; or
- 2) the day the Insured or qualified domestic partner marries another person or becomes a domestic partner of another person;

NOTE: The Insured must notify us within 30 days if there is any change in the status between the Insured and the domestic partner. A signed statement of termination of domestic partnership will be required. }}

Effective Date:

{¹**Insured: Non-Contributory** - Individual insurance becomes effective on the later of:

- a) the [²Policyholder]'s effective date if the person is eligible and premium has been received on or before that date; or
- b) the [³date the person becomes eligible] if he or she becomes eligible after the [²Policyholder]'s effective date and premium is received within [⁴31 – 60] days after the date the person becomes eligible.}

{⁵**Insured: Contributory** - Individual insurance becomes effective on the latest of:

- a) the [²Policyholder]'s effective date if the person is eligible and his or her enrollment and premium have been received on or before that date;
- b) the [⁶date the person enrolls] if: 1) he or she becomes eligible after the [²Policyholder]'s effective date; and 2) the person's enrollment and premium are received within [⁷31 – 60] days after the date the person becomes eligible; or
- c) as provided on the Schedule of Benefits.

An eligible person may enroll [⁸only within [⁹31 - 60] days after becoming eligible or acquiring a new dependent or during an open enrollment period].}

{¹⁰**Dependents** - Dependent insurance becomes effective on the latest of:

- a) the Insured's effective date if the dependent is eligible as of that date and the Insured enrolls and pays premium for the dependent on or before that date;
- b) the [¹¹date the Insured enrolls a dependent] if the dependent becomes eligible after the Insured's effective date and the enrollment and premium are received within [¹²31 – 60] days after the date the dependent becomes eligible; or
- c) as provided on the Schedule of Benefits.

In no case will coverage for eligible dependents take effect before the Insured's. [¹³No dependent will be covered, unless application has been made and the correct premium has been paid.]

{¹⁴**Newborn Child Coverage:** A child of the Insured born while his or her coverage under the Policy is in force is covered for Injury and Sickness for the first 31 days. The child is covered from the moment of birth until the 31st day of age. A notice of birth, together with the additional premium, must be submitted to us within 31 days of the birth to continue coverage for Injury and Sickness beyond the initial 31 day period. Care and treatment of congenital defects, birth abnormality and premature birth, as well as routine newborn care, are covered the same as Sickness.

Adopted Children Coverage: A minor child who comes under the charge, care and control of the Insured while his or her coverage under the Policy is in force is covered for Injury and Sickness if the Insured files a petition to adopt. The child's coverage is the same as provided for other members of the Insured's family. The child is covered from the date of placement in the Insured's home if the Insured applies for coverage and pays any required premium within 31 days after the date of placement. Coverage for the minor child continues, unless the petition for adoption is dismissed or denied.}

If the Insured is not actively at work because of Injury or Sickness on the date this insurance would otherwise have become effective, it will not take effect until the date the person returns to active work.

{¹⁵If a dependent{¹⁶, other than a newborn or adopted child,} is confined in 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 [¹⁷1 – 90 consecutive days].

As used in this provision, "Confined Elsewhere" means the Covered Person is unable to perform, unaided, the normal functions of daily living or leave home or other place of residence unaided.}

Termination:

Insured - Coverage for an Insured ends on the earliest of:

- a) the date the 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 Insured's coverage is not made within 31 days following the premium due date;
- c) the date the Policy terminates;^{1}
- d) the date the Participating Employer's coverage under the Policy terminates;} or
- e) the date the Insured enters an armed service on full-time active duty. Premium will be returned on a pro-rata basis if the [²Policyholder] notifies us in writing.

^{3}**Dependents** - Coverage for dependents ends on the earlier of:

- a) the 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.

^{4}Coverage continues for any child who reaches the age limit and is both:

- a) totally incapable of self-sustaining employment due to a physical or mental handicap; and
- b) chiefly dependent on the Insured for support and maintenance.

The Insured must give us proof of the child's incapacity and dependency within 31 days of the child's reaching the age limit. We may require proof again from time to time, but not more often than once a year after the 2 years that follow the child's reaching the age limit.}

In no case will coverage end later than the Insured's.}

Termination will not affect a claim for benefits for covered services received while the person was covered by the Policy.

Extension of Benefits:

If coverage under the Policy ends while the Covered Person is Totally Disabled due to Injury or Sickness, we will pay benefits for covered services received after the date coverage under the Policy ends if they meet the following requirements:

- a) the covered service must be rendered due to the same Injury or Sickness causing the Covered Person to be Totally Disabled on the date coverage ends;
- b) the covered service must occur within [¹90 - 365 days] after the date the Covered Person's coverage under the Policy ends; and
- c) coverage must not have ended as a result of the Covered Person's ^{2}or, in the case of a dependent child, the child's parent's} voluntary termination of coverage.

This extension of benefits terminates at the end of the period stated in b) above.

However, if coverage ends because we terminate the Policy ^{3}we, or a Participating Employer, terminate its coverage under the Policy} and the Covered Person is Totally Disabled on that date, we will pay benefits for covered services rendered as though the Policy had not terminated, provided:

- a) the covered services are incurred in connection with the same Injury or Sickness causing the Covered Person to be Totally Disabled on the date coverage ends; and
- b) the Covered Person remains Totally Disabled from the date coverage ends to the date the covered service is rendered

This extension of benefits terminates at the earlier of:

- a) the date the Covered Person is no longer Totally Disabled; or
- b) the date the succeeding carrier provides replacement coverage for the Covered Person, without limitation as to the disabling condition.

[¹ PART III -]DESCRIPTION OF COVERED SERVICES

{²All Inpatient benefits are subject to the Inpatient Benefit Maximum Per Coverage Year shown on the Schedule of Benefits.} {³All outpatient/out-of-Hospital benefits are subject to the Outpatient/Out-of-Hospital Benefits Maximum Per Coverage Year shown on the Schedule of Benefits.}

{¹Hospital Confinement Daily Income Benefit - Injury and Sickness

We pay the applicable Daily Benefit shown on the Schedule of Benefits for each day the Covered Person is confined as a registered Inpatient in a Hospital due to Injury or Sickness if:

- a) the Covered Person is under a Doctor's care; and
- b) the Hospital confinement starts while the Covered Person is covered under the Policy.

Payment of the applicable Daily Benefit starts on the first day of Hospital confinement and continues for a period not to exceed the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year.}

{¹Intensive Care Unit (ICU) Confinement Daily Income Benefit - Injury and Sickness

We pay the applicable ICU Daily Benefit shown on the Schedule of Benefits for each day the Covered Person is confined in an ICU due to Injury or Sickness if a Daily Benefit is also paid under the Hospital Confinement Daily Income Benefit for the same day of confinement.

Payment of the applicable ICU Daily Benefit starts on the first day of ICU confinement {²and continues for a period not to exceed the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year}.

As used in this benefit, "Intensive Care Unit" means a pre-designated and fixed medical/surgical care area within a Hospital that:

- a) is utilized exclusively for the treatment of patients who are there because of their acute and critical condition;
- b) provides continuous 24-hour monitoring of each patient's vital physiological responses;
- c) has emergency lifesaving equipment and supplies that are immediately accessible;
- d) is staffed with nurses specially trained for duty in such an area; and
- e) is not primarily a post-operative or post-anesthesia area.}

{¹ Surgical Procedures Benefit - Injury and Sickness

We pay the applicable benefit shown on the Schedule of Benefits for each day on which one or more Surgical Procedures are performed on a Covered Person due to Injury or Sickness, if the Surgical Procedure is:

- a) performed by a Doctor; and
- b) performed while he or she is covered under the Policy.

We pay for Reconstructive Breast Surgery, including prosthetic devices, incident to a Mastectomy, subject to the same terms and conditions as a Sickness covered under the Policy, including the application of any maximum amounts and benefit maximums. Coverage includes surgery on a non-diseased breast to establish symmetry with the diseased breast.

Additional Definitions – Wherever used in this certificate:

“Mastectomy” means the surgical removal of all or part of a breast as a result of breast cancer.

“Reconstructive Breast Surgery” means a surgery performed as a result of a mastectomy to reestablish symmetry between the two breasts. This includes augmentation mammoplasty, reductive mammoplasty and mastopexy.

{²Benefits for Surgical Procedures performed while the Covered Person is an Inpatient differ from those for procedures performed while the Covered Person is not an Inpatient, as shown on the Schedule of Benefits.} {³Benefits are paid up to the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year.}

{⁴As used in this benefit, “Surgical Procedure” means a procedure that is classified as a surgery in [⁵the National Physician Fee Schedule Relative Value File published by the Centers for Medicare and Medicaid Services (CMS)].}

{¹ Administration of Anesthesia Benefit - Injury and Sickness

We pay the applicable benefit amount shown on the Schedule of Benefits each day on which a Covered Person is administered anesthesia one or more times due to Injury or Sickness if the administration of the anesthesia is:

- a) performed by a Doctor;
- b) performed while he or she is covered under the Policy;
- c) billed directly by the provider and not as a service of a Hospital{; ²and
- d) administered in conjunction with a surgery covered under the Policy}.

{³Benefits for anesthesia administered while the Covered Person is an Inpatient differ from those for anesthesia administered while the Covered Person is not an Inpatient, as shown on the Schedule of Benefits.} {⁴Benefits for the administration of anesthesia are paid up to the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year.}

{¹ First Hospital Admission Benefit – Injury and Sickness

We pay the applicable benefit amount shown on the Schedule of Benefits for the first day of a Covered Person’s confinement in a Hospital as an Inpatient due to Injury or Sickness. {²The maximum number of days for which benefits are payable during any coverage year, regardless of the number of confinements, is shown on the Schedule of Benefits.}

This benefit is not payable for admissions only to a Hospital observation unit or emergency room.}

{¹Diagnostic Laboratory and X-ray Procedures Benefit – Injury and Sickness {²(Out-of-Hospital) Only}}

We pay the applicable benefit amount shown on the Schedule of Benefits for each day on which one or more laboratory or X-ray procedures are performed on a Covered Person due to Injury or Sickness if the procedure is:

- a) {³performed while the Covered Person is not an Inpatient in a Hospital;}
- b) performed while he or she is covered under the Policy{⁴; and
- c) billed directly by the provider and not as an outpatient service of a Hospital}.

{⁵Benefits for diagnostic laboratories and X-rays while the Covered Person is an Inpatient differ from those for procedures performed while the Covered Person is not an Inpatient, as shown on the Schedule of Benefits.} {⁶Benefits for diagnostic laboratories and X-rays are paid up to the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year.}}

{¹Scheduled Accident Benefit – Injury Only

We pay the applicable benefit amount shown on the Schedule of Benefits for each day on which a Covered Person sustains one or more Injuries in an Accident if the:

- a) services start within 90 days of the date of the Accident; and
- b) Injury occurs while the Covered Person is covered under the Policy.

{²Benefits for services provided while the Covered Person is an Inpatient differ from those for services provided while the Covered Person is not an Inpatient, as shown on the Schedule of Benefits.} {³This benefit is paid up to the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year. }}

{¹Doctor's Office Visit Benefit - Injury and Sickness {²(Out-of-Hospital) Only}}

We pay the applicable benefit amount shown on the Schedule of Benefits for each day on which one or more visits with a Doctor are made by a Covered Person if the visit is:

- a) for the diagnosis or treatment of an Injury or Sickness; or
- b) for a medical consultation made by a Doctor whose advice or opinion is being requested by another Doctor; and
- c) made while the Covered Person is not an Inpatient in a Hospital; and
- d) made while he or she is covered under the Policy {³; and
- e) billed directly by the Doctor and not as an outpatient service of a Hospital}.

{⁴Benefits for Doctors' visits are paid up to the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year.}}

{¹Ambulance Transportation Benefit - Injury and Sickness

We pay the applicable benefit amount shown on the Schedule of Benefits for each day on which a Covered Person is transported to a Hospital by an Ambulance service one or more times if:

- a) Emergency Care is required for the Covered Person's Injury or Sickness;
- b) transport occurs while he or she is covered under the Policy; {²and
- c) the Covered Person is admitted to the Hospital as an Inpatient within 24 hours after arrival at the Hospital.}

{³Benefits for Ambulance transportation are paid up to the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year.}

Benefits for any covered medical transportation services are payable, to the extent of any unpaid portion of the fee, directly to the provider.

As used in this benefit, "Ambulance" means a ground or air vehicle that:

- a) is utilized exclusively for the transport of patients who require medical attention because of their acute and critical condition;
- b) has emergency life saving equipment and supplies that are immediately accessible;
- c) is staffed with medical personnel specially trained for duty in such a vehicle; and
- d) is not primarily a vehicle used to convey the general public.

As used in this benefit, "Emergency Care" means bona fide emergency services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

- a) placing the Covered Person's health in serious jeopardy;
- b) serious impairment to bodily functions; or
- c) serious dysfunction of any bodily organ or part.}

{¹Emergency Room Benefit - Injury and Sickness

We pay the applicable benefit amount shown on the Schedule of Benefits for each day on which a Covered Person is treated in an Emergency Room one or more times if:

- a) the visit occurs while he or she is covered under the Policy; {²and
- b) the Covered Person is not admitted to the Hospital as an Inpatient from the Emergency Room.}

{³Benefits for visits to the Emergency Room are paid up to the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year.}

As used in this benefit, "Emergency Room" means a pre-designated and fixed medical\surgical care area within a Hospital that:

- a) treats patients on other than an Inpatient basis;
- b) is utilized exclusively for the diagnosis and treatment of the patients' acute and/or critical conditions;
- c) has emergency life saving equipment and supplies that are immediately accessible;
- d) is staffed with medical personnel specially trained for duty in such an area; and

- e) is not primarily a clinic, Doctor's office or free-standing surgical facility.}

{¹Therapeutic and Rehabilitation Procedures Benefit - Injury and Sickness {²Out-of-Hospital}

We pay the applicable benefit amount shown on the Schedule of Benefits for each day on which one or more Physical, Occupational or Speech Therapies are received by a Covered Person due to Injury or Sickness if the therapy is:

- a) performed by a Doctor;
- b) performed while the Covered Person is not an Inpatient in a Hospital;
- c) performed while he or she is covered under the Policy; {³ and
- d) billed directly by the provider and not as an outpatient service of a Hospital}.

{⁴Benefits are paid up to the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year.}

As used in this benefit, "Physical", "Occupational" and "Speech Therapy" have the following meanings:

"Occupational Therapy" means constructive therapeutic activity designed and adapted to promote the restoration of useful physical function following Injury or Sickness. Occupational Therapy does not include educational training or services designed and adapted to develop a physical function.

"Physical Therapy" means the treatment of an Injury or a Sickness designed and adapted to promote the restoration of a useful physical function. Physical Therapy does not include educational training or services designed and adapted to develop a physical function.

"Speech Therapy" means the treatment for the correction of a speech impairment resulting from Injury or Sickness which is designed and adapted to promote the restoration of a useful physical function.}

{¹Wellness Care Benefit {²Out-of-Hospital}

We pay the applicable benefit amount shown on the Schedule of Benefits for each day on which one or more Wellness Care services are received by a Covered Person if the service is:

- a) rendered by a Doctor;
- b) rendered while the Covered Person is not an Inpatient in a Hospital;
- c) rendered while he or she is covered under the Policy{³; and
- d) billed directly by the Doctor and not as an outpatient service of a Hospital}.

{⁴Benefits for Wellness Care are paid up to the maximum number of days payable, as shown on the Schedule of Benefits, per coverage year.}

As used in this benefit, "Wellness Care" means medical examinations and procedures that are preventative in nature and not for the treatment of an Injury or Sickness. Services covered under this benefit include:

- a) Breast cancer screening (mammography;
- b) CA-125 screening;
- c) Cervical cancer screening (pap smear;
- d) Prostate cancer screening (PSA test); or
- e) All other generally accepted cancer screenings.}

[¹PART IV -]CONTINUATION OF COVERAGE

Coverage for covered services incurred as a result of Injury or Sickness may be continued under certain circumstances.

Evidence of Insurability is not required for this provision. {²If a Covered Person exercises this provision, it will be in lieu of any continuation rights granted under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").}

Eligibility:

Insured - Insureds may elect to continue coverage for themselves {³and their covered dependents}. Coverage may be continued for 18 months if one of the following events occurs:

- a) an Insured's employment is terminated for any reason other than gross misconduct; or
- b) a change in eligible class {⁴or a reduction in an Insured's hours} results in the loss of coverage.

Disabled Insured - Insureds who are determined to be disabled under the Social Security Act within 60 days of the date they become eligible for continuation under this provision may continue coverage for themselves {³and their covered dependents} for up to 29 months.

{³**Dependents** - A covered dependent may elect to continue coverage for a period of 36 months if one of the following occurs:

- a) the death of the Insured; {⁵
- b) the divorce or legal separation of the Insured and dependent spouse;
- c) the termination of a domestic partnership;
- d) the dissolution of a civil union;
- e) a dependent child is no longer a dependent child for the purposes of the plan;}
- f) the Insured becomes entitled to Medicare benefits.}

Coverage:

If a Covered Person exercises this provision, coverage will be identical in scope to the coverage provided in the Policy.

Premiums:

The Covered Person will pay premiums directly to the [⁶Policyholder] with the option of paying in monthly installments. The premiums will not exceed 102 percent of the applicable premium for such period.

Notice Requirements:

The [⁶Policyholder] must notify us in writing within 31 days after the date:

- a) the Insured dies;
- b) the Insured's employment is terminated, {⁴the Insured's hours are reduced} or the Insured fails to remain in an eligible class; or

- c) the Insured becomes entitled to Medicare benefits.

{³Each covered dependent who wishes to continue coverage must notify us in writing within 60 days after the date: {⁵

- a) of divorce or legal separation from the Insured;
- b) the termination of a domestic partnership;
- c) the dissolution of a civil union; or
- b) a dependent child is no longer a dependent child for the purposes of the plan.}}

Upon our receipt of any such notice, we must give written notice of the right to continue coverage to the Covered Person(s) within 14 days.

Covered Persons who wish to continue coverage must notify us in writing within 60 days after the date they receive notice of their right to continue coverage.

Termination:

Covered Persons who exercise this provision will not have their coverage interrupted or canceled or otherwise terminated until the date on which:

- a) they fail to make a premium payment in the time required to make that payment;
- b) they become eligible for substantially similar coverage under another health insurance policy, hospital or medical service subscriber contract, medical practice or other prepayment plan, or any other plan or program (including Medicare);
- c) the required period for continued coverage ends; or
- d) the Policy is terminated.

[¹PART V -]EXCLUSIONS

No benefits are paid for loss caused by or resulting from: {²

- a) intentionally self-inflicted Injuries, suicide or any attempt at suicide while sane or insane;
- b) declared or undeclared war or any act of war;
- c) serving on full-time active duty in the armed forces of any country or international authority;
- d) the Covered Person's commission of a felony;
- 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; or
- f) work-related Injury or Sickness, whether or not benefits are payable under Workers' Compensation or similar law.}

In addition to the above exclusions, no benefits are paid for: {³

- a) eye examinations for glasses, any kind of eye glasses or prescriptions for them;
- b) ear examinations or hearing aids;
- c) dental care or treatment other than care of teeth and gums required on account of Injury to the Covered Person resulting from an Accident that happens while he or she is covered under the Policy and rendered within 6 months of the Accident;
- d) reading or interpreting the results of any diagnostic laboratory or X-ray;
- e) services rendered in connection with cosmetic surgery, except cosmetic surgery that the Covered Person needs for breast reconstruction following a mastectomy or as a result of an Accident that happens while he or she is covered under the Policy. Cosmetic surgery for an Injury must be performed within 90 days of the Accident causing the Injury and while his or her coverage is in force; or
- f) services provided by the Covered Person, a member of the Covered Person's immediate family or the Policyholder ⁴{or Participating Employer}.

[¹PART VI -]PREMIUMS

Premiums are shown on the Schedule of Benefits. The premium must be remitted to us not more than [²31 - 60 days] after the effective date of the eligible person's coverage. A person's coverage is not affected by the [³Policyholder]'s failure, due to clerical error, to remit premiums to us on time.

Rates are provided on a group basis. Premiums may be changed on any premium due date, on or after the first anniversary [⁴of the Policy], with 31 days advance notice in writing to the [³Policyholder].

[¹PART VII -]COMPULSORY UNIFORM PROVISIONS

Grace Period: A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which grace period the {¹Participating Employer's} coverage under the Policy shall continue in force, but the [²Policyholder] shall be liable to us for the payment of the premium accruing for the period the {¹Participating Employer's} coverage under the Policy continues in force.

Notice of Claim: Written notice of claim must be given to us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to us at our Administrator's office shown on the face page of this certificate, or to any authorized agent of ours, with information sufficient to identify the Covered Person, shall be deemed notice to us.

Claims Forms: We, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proofs of Loss: Written proof of loss must be furnished to us at our said office in case of claim for loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

Time of Payment of Claim: Subject to due written proof of loss, all indemnities for loss for which the Policy provides payment will be paid {¹to the Insured} as they accrue and any balance remaining unpaid at termination of the period of liability will be paid to the Insured immediately upon receipt of due written proof.

Payment of Claims: {¹Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured.}

If any indemnity of the Policy shall be payable to the estate of the Insured {¹, or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release}, we may pay such indemnity, up to an amount not exceeding \$1,000.00, to any relative by blood or connection by marriage of the Insured who is deemed by us to be equitably entitled thereto. Any payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of such payment.

Subject to any written direction of the Insured all or a portion of any indemnities provided by the Policy on account of hospital, nursing, medical, or surgical services may, at Our option and unless the Insured requests otherwise in writing not later than the time of filing proofs of that loss, be paid directly to the person or persons having paid for the hospitalization or medical or surgical aid, or to the hospital or person rendering those services; but it is not required that the service be rendered by a particular hospital or person.

Physical Examination {¹ and Autopsy}: We at our own expense shall have the right and opportunity to examine the person of any individual whose Injury or Sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder {¹ and to make an autopsy in case of death, where it is not forbidden by law}.

Legal Actions: No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

[¹PART VIII -]GENERAL PROVISIONS

Not in Lieu of Workers' Compensation: The Policy is not in lieu of, and does not affect requirements for, coverage under Workers' Compensation laws.

[¹PART IX -]SCHEDULE OF BENEFITS

1. [²POLICYHOLDER] INFORMATION:

Name: [³XYZ COMPANY]

[²Policy] Effective Date: [³01/01/2013]

[²Policy] Anniversary Date: [³01/01]

2. ELIGIBILITY:* [⁴ALL PART-TIME EMPLOYEES WHO WORK LESS THAN 25 HOURS A WEEK]

Dependent Coverage:* [⁵__ Yes X No]

* In no case will any person be covered [⁶, unless application has been made and the correct premium has been paid.]

3. COVERAGE YEAR:

Starts on each [⁷JANUARY 1ST] and continues for the next 12 consecutive months and ends on [⁷DECEMBER 31ST] of the [⁸same] year.

4. COVERAGE AND BENEFIT AMOUNTS:

The Policy provides coverage [⁹for benefits in the amounts and up to the limits as shown below.]

INPATIENT BENEFITS

[¹⁰INPATIENT BENEFIT MAXIMUM
PER YEAR OF COVERAGE

\$10,000.00

(All Inpatient benefits are subject to this maximum.)

Hospital Confinement Daily Income Benefit – Injury and Sickness
Daily Benefit

\$500.00

Maximum Number of Days Payable Per Coverage Year

None

Intensive Care Unit (ICU) Confinement Daily Income Benefit – Injury
and Sickness
Daily Benefit

\$600.00

Maximum Number of Days Payable Per Coverage Year

None

Surgical Procedure Benefit – Injury and Sickness

Daily Benefit

\$3,000.00

Maximum Number of Days Payable Per Coverage Year

None

Administration of Anesthesia Benefit – Injury and Sickness

Daily Benefit

\$400.00

Maximum Number of Days Payable Per Coverage Year

None

First Hospital Admission Benefit – Injury and Sickness

Daily Benefit

\$250.00

Maximum Number of Days Payable Per Coverage Year

1

Diagnostic Laboratory and X-ray Procedures Benefit – Injury
and Sickness

Diagnostic Laboratory Benefit	
Daily Benefit	<u>None</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>
X-ray Procedures Benefit	
Daily Benefit	<u>None</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>

Scheduled Accident Benefit – Injury Only	
Daily Accident Benefit	<u>\$300</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>

OUTPATIENT/OUT-OF-HOSPITAL BENEFITS

OUTPATIENT/OUT-OF-HOSPITAL BENEFIT MAXIMUM PER COVERAGE YEAR	<u>\$2,000.00</u>
(All outpatient/out-of-hospital benefits are subject to this maximum.)	

Surgical Procedures Benefit	
Daily Benefit	<u>\$500.00</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>

Administration of Anesthesia Benefit	
Daily Benefit	<u>\$200.00</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>

Diagnostic Laboratory and X-ray Procedures Benefit – Injury
and Sickness (Out-of-Hospital)

Diagnostic Laboratory Benefit	
Daily Benefit	<u>\$75.00</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>
X-ray Procedures Benefit	
Daily Benefit	<u>\$200.00</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>

Scheduled Accident Benefit – Injury Only	
Daily Accident Benefit	<u>\$300.00</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>

Doctor's Office Visit Benefit (Out-of-Hospital)	
Daily Benefit	<u>\$100.00</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>

Ambulance Transportation Benefit

Daily Benefit	<u>\$300.00</u>
Maximum Number of Days Payable Per Coverage Year	<u>None</u>
Emergency Room Benefit	
Maximum Number of Days Payable Per Coverage Year	<u>None</u>
Sickness Daily Benefit	<u>\$200.00</u>
Accident Daily Benefit	<u>\$500.00</u>
Therapeutic and Rehabilitation Procedures Benefit – Injury and Sickness (Out-of-Hospital)	
Maximum Number of Days Payable Per Coverage Year	<u>None</u>
Physical Therapy Daily Benefit	<u>\$50.00</u>
Speech Therapy Daily Benefit	<u>\$50.00</u>
Occupational Therapy Daily Benefit	<u>\$50.00</u>
Wellness Care Benefit (Out-of-Hospital) Daily Benefit	<u>\$100.00</u>
Maximum Number of Days Payable Per Coverage Year	<u>1</u>

OTHER BENEFITS

None]

5. EFFECTIVE DATE:

If selected, the following will apply to eligible persons {¹¹ and their eligible dependents} in addition to the Effective Date provision: [¹² X Yes ___ No]

[¹³ c) The first Friday that follows completion of the first month of employment, if the employee signed up on the first day of employment and if the first payroll deduction occurs on or before the first day of coverage.]

6. PREMIUM PAYABLE: [¹⁴ X Monthly ___ Annual]

[¹⁵ 7. PREMIUMS: X Employee Only \$20.91
 ___ Employee and Family \$56.67]