PAN-AMERICAN LIFE INSURANCE COMPANY

**601 POYDRAS**

**New Orleans, Louisiana 70130**

**TOLL FREE: 1-888-664-6917**

**ACCIDENT MEDICAL EXPENSE BENEFIT RIDER**

This Rider modifies insurance provided under the Policy. It is subject to all of the provisions, limitations, and exclusions of the Policy that are not in conflict with this Rider. In the event of a conflict between this Rider and any other provision of the Policy, this Rider shall control. It is hereby understood and agreed that the following changes are made and incorporated into the Policy:

We will pay the Accident Medical Expense Benefit for Covered Expenses that result directly, and from no other cause, from a Covered Accident while the Covered Person is covered under the Policy, subject to all applicable conditions, limitations, and exclusions.

There is no coverage under this benefit for Illness.

In any case, medical benefits payable are limited to expenses incurred within the time frame specified under the Medical Incurral Period (as shown in the Schedule of Benefits) or until any Maximum Benefit (as shown in the Schedule of Benefits) has been paid, whichever occurs first. Unless otherwise specified, We will pay benefits only once for any one Covered Accident.

Payments are made based upon Usual, Customary and Reasonable Charge and are payable only up to those levels. Any charge in excess of this amount will not be covered.

For each Accident, there may be a Deductible. If applicable, this will be shown in the Schedule of Benefits.

The following are Covered Expenses under the Policy subject to all of the terms, conditions, limitations and exclusions of the Policy:

1. Hospital charges for:

a. room and board.

b. confinement in an Intensive Care Unit, Cardiac Care Unit or Burn Unit.

c. miscellaneous Hospital services and supplies during Hospital confinement.

2. Other facility charges for:

a. confinement in a Rehabilitation Facility,

b. confinement in a Convalescent or Skilled Nursing Facility. However, such expenses are limited as follows:

* charges will be Covered Expense only if confinement begins within 3 days after a Hospital Confinement of at least three (3) consecutive days; and
* the Attending Doctor certifies that confinement is Medically Necessary. Only charges incurred in connection with care related to the Covered Accident for which an Insured was confined will be eligible.

3. Surgical Procedures:

a. when two or more surgical procedures occur during the same operation, the Covered Expense includes:

* + - charges for multiple surgical procedures performed during the same operative session which do not require separate incisions are handled as follows: the greater procedure will be considered in full; the next lesser procedure will be considered at 50%; and additional procedures will be considered at 25%.
    - when an incidental procedure is required because of a Covered Accident and performed through the same incision, eligible Expense is the charge for the major surgical procedure only.

b. when an assistant surgeon is required to render technical assistance at an operation, the Covered Expense for such service is limited to 50% of the charge of the surgical procedure.

c. the following oral surgery procedures are Covered Expenses:

* + - open or closed reduction of a fracture or dislocation of the jaw;
    - osseous surgery;
    - maxillofacial surgery;
    - accidental Injury to a sound, natural tooth.

d. reconstructive surgery is Covered Expense; only for the following situation:

* treatment within 12 months of a Covered Accident sustained and treated while an Covered Person under the Policy.

4. The services of a legally qualified Doctor for medical care and/or surgical treatment including office, home visits, Hospital inpatient care, Hospital outpatient visit/exams, clinic care, and surgical opinion consultations;

5. Registered nurses (RNs) or licensed practical nurses (L.P.N.s) for private duty nursing;

6. Professional ambulance service to a Hospital in an emergency situation and transport between medical facilities when Medically Necessary;

7. Drugs requiring the written prescription of a licensed Doctor: Such drugs must be necessary for the treatment of a Covered Accident;

8. Radiological services, microscopic tests and laboratory tests;

9. Processing and administration of blood components, but not for the cost of the actual blood or blood components if replaced;

10. Oxygen and other gases and their administration;

11. Electrocardiogram, electrencephalograms, pneumaencephalogram, basal metabolism tests, or similar well established diagnostics generally approved by Doctors throughout the United States;

12. Administration of an anesthesia;

13. Dressings, sutures, casts, splints, trusses, crutches, braces, and other necessary medical supplies;

14. Rental of a wheelchair, hospital bed, ventilator, or other durable medical equipment required for therapeutic use, or the purchase of this equipment if economically justified, whichever is less;

15. Nondental prostheses and appliances including artificial limbs, eyes, or larynx, to replace limbs or eyes lost while covered hereunder, but not the replacement thereof unless the replacement is necessary because of physiological changes;

16. Services of an ambulatory or outpatient surgical center;

17. Services of a home health care agency for care in accordance with a home health care plan including:

* parttime or intermittent nursing care by a registered nurse (R.N.), a licensed practical nurse (L.P.N.), a licensed vocational nurse (L.V.N.), or public health nurse who is under the direct supervision of a registered nurse,
* home health aides, and
* medical supplies, drugs and medicines prescribed by a Doctor, and durable medical equipment prescribed by a Doctor.

Specifically excluded from coverage are the following:

* services and supplies not included in the home health care plan
* services provided by an Immediate Family Member,
* transportation services,
* custodial care and housekeeping.

18. Dental Services rendered by a Doctor for treatment of an Injury to a sound, natural tooth if:

* the Injury is caused by a Covered Accident sustained while a Covered Person hereunder;
* all treatment is rendered within six (6) months of the Covered Accident; and
* all treatment is rendered while a Covered Person hereunder;

19. Hyperalimentation or Total Parenteral Nutrition (TPN) for Covered Persons recovering from or preparing for surgery;

20. Medical Emergency Care – (room and supplies) expenses incurred within twenty-four hours of an accident are covered to a maximum as shown in the Schedule of Benefits.

21. Advanced Diagnostic Tests – The charges incurred for any of the following tests ordered by a Doctor as necessary to the care and treatment of a Covered Person injured in an Accident:

1. Angiogram /Arteriogram;
2. EEG;
3. Myelogram;
4. CT Scan;
5. MRI Scan; or
6. PET Scan.

22. Eyeglasses, Contact Lenses, and Hearing Aids – Charges for the lesser of repair or replacement of eyeglasses, contact lenses, and hearing aids when they are damaged in an Accident for which medical treatment of the Injury is required.

**Exclusions:**

In addition to the limitations and exclusions found in the Policy, this provision will also not provide benefits for the following:

1. treatment by persons employed or retained by the Policyholder, or by any Immediate Family member or member of the Covered Person’s household.
2. any elective treatment, surgery, health treatment, or examination.
3. eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices.
4. charges for which the Covered Person would not be responsible in the absence of coverage under the Policy.
5. expenses payable by any automobile insurance policy without regard to fault. (This exclusion does not apply in any state where prohibited).
6. any treatment, service or supply not specifically covered by the Policy.
7. routine dental care and treatment.
8. rest cures or custodial care.

**DEFINITIONS**

“Covered Expenses” means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by this Policy. For a Covered Person to receive benefits from a Covered Accident, coverage under this Policy must remain continuously in force from the date of the Accident until the date treatment, services or supplies are received by a Covered Person. A Covered Expense is incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.

“Deductible” means the dollar amount of Covered Expenses that must be incurred as an out of-pocket expense by each Covered Person on a per Accident basis before Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy.

“Medically Necessary” means a treatment, service or supply that is:

1. required to treat an Injury; prescribed or ordered by a Doctor or furnished by a Hospital;
2. performed in the least costly setting required by an Covered Person’s condition; and
3. consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

“Usual, Customary and Reasonable Charge” means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

**Excess Benefits**

The amount otherwise payable under the Accident Expense Benefit will be reduced by the total amount to medical care benefits provided by any other Plan.

The amount of benefits provided by other Plans:

1. will be determined without reference to any:
2. coordination of benefits provisions;
3. non-duplication of benefits provisions; or
4. other similar provisions,
5. will include any amount to which the Covered Person is entitled, regardless of whether claim is made for the benefits; and
6. will include the reasonable value of any medical expense services provided as Plan benefits.

Plan means:

1. group insurance;
2. group Hospital, medical service or pre-payment plan;
3. labor–management trustee, union welfare, employer organization or employee benefit organization plan;
4. governmental programs or coverage required or provided by any statute;
5. workers’ compensation or similar law; or
6. automobile insurance.

**Subrogation**

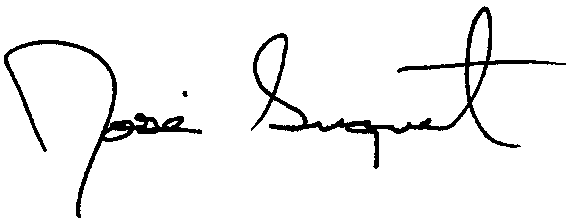
We may recover any benefits paid under the Policy to the extent a Covered Person is paid for the same Injury by a third party, or another insurer. We may only be reimbursed to the amount of the Covered Person’s recovery. The Covered Person has a right to be fully compensated before any recovery by Us or reimbursement to Us. Further, We have the right to offset future benefits payable to the Covered Person under the Policy against such recovery. The reasonable cost of collection and attorney's fees will be assessed against Us and the Covered Person in the proportion each party benefits from the recovery. Upon request the Covered Person must complete the required forms and return them to Us or Our authorized agent. The Covered Person must cooperate fully with Us or Our representative in asserting Our right to recover.

A refund from any recovery will only be made to Us if the amount of the recovery exceeds the amount of the Covered Person’s actual damages.

Except for the above, this Rider does not vary, alter, waive, or extend any of the terms of the Policy to which it is attached.

**Effective Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attached to and forming a part of Policy No: \_\_\_\_\_\_\_\_\_\_\_\_**

**PANAMERICAN LIFE INSURANCE COMPANY**



Chairman of the Board

President and Chief Executive Officer