4151474402 I H2203 - KY \lps

1/31/24 10:08 AM



January 31, 2024

Policy Number: 4151474402

Policyowner Name:

# Dear Policyowner:

Thank you for purchasing your policy with Elbow Life Insurance Company. Your policy provides you with valuable coverage that will help you secure your financial future.

We recommend that you take time to read your policy, and keep it in a safe place with your other important personal papers. If you move, please be sure to notify us or your representative so we can help ensure the coverage you purchased remains in force.

If you need assistance or have any questions about your policy, please contact your Elbow representative. Our customer service team can also assist you from 7 a.m. to 5 p.m. Central Standard Time, Monday through Friday, at the telephone number shown above.

Sincerely,

Susie L. Quatro

President and

Chief Executive Officer

Enclosure

# OTHER REMARKS:

AS REQUESTED, THE INITIAL MONTHLY PREMIUM \$25.70 WILL BE DRAFTED FROM THE ACCOUNT LISTED ON THE AUTOMATIC PREMIUM PAYMENT FORM.

FEBRUARY 1, 2024 IS THE EFFECTIVE DATE OF THIS POLICY.

Any case requiring signed forms and/or premium will not be entered for production credit until all items are received in the Home Office. The policy must be placed within 45 days or returned to the Home Office.

Please have the enclosed form(s) completed when the policy is delivered and signed copy(ies) returned to Home Office with the proper remittance.

Date:

January 31, 2024

Individual Products Division
By New Business Underwriting

# Important Privacy Policy Notice

At Elbow Life Insurance Company (Elbow), we value you as a customer. We also share your concerns about privacy. We are sending this notice to explain how we treat personal information ("customer information") that is not public. This is information that we obtain from you or other sources when we provide you with products and services.

- We want you to know that we respect your privacy; and we protect your information.
- We do not sell customer information.
- We do not share your information with persons, companies, or organizations outside of Elbow Life Insurance Company that would use that information to contact you about their products and services.
- We expect persons or organizations that provide services on our behalf to keep your information confidential. We also expect those persons or organizations to use your information only to provide the services we've asked them to perform.
- We communicate to our employees about the need to protect your information. We have established safeguards (these are physical, electronic and procedural) to protect this information.

Below are answers to questions that you might have about privacy. You may be wondering...

# What do we do with your information?

Elbow Life Insurance Company does not sell your customer information to anyone. We do not share it with companies or organizations outside of Elbow that would use that information to contact you about their own products and services. If that practice were ever to change, we would offer you the ability to opt out of this type of information sharing. Also, we would obtain your consent before we share medical information for marketing purposes.

Your agent or broker may use your information to help you with your insurance needs. We may also communicate with you about products, features, and options in which you have expressed an interest. Without your consent, we may provide your information to persons or organizations in and out of Elbow. This would be done as permitted or required by law. We may do this to:

- fulfill a transaction you have requested;
- service your policy;
- market our products to you;
- investigate or handle claims;
- detect or prevent fraud;
- participate in insurance support organizations (Information from a report by an insurance support organization may be retained by that organization and distributed to other persons.); or
- comply with lawful requests from regulatory and law enforcement authorities.

These persons or organizations may include:

- companies that perform services, including marketing, on our behalf;
- other insurance companies to perform their role in an insurance transaction involving you;
- businesses that conduct actuarial or research studies;
- persons requesting information pursuant to a subpoena or court order; or
- your agent or broker.

# What kind of customer information do we have, and where did we get it?

Much of the information that we have about you comes from you. When you perform certain transactions you may give us information such as your name, address and Social Security number. These transactions include when you submit an application for insurance, submit a request for insurance, submit a request for products and services we offer, or submit a request for an insurance quote. We keep information about the types of services you purchase from us. Examples of this include premiums, account balances, and payment history. We may collect information from outside sources such as consumer reporting agencies and health care providers. The information we collect may include the following:

- motor vehicle reports;
- credit reports; or
- medical and prescription information.

# How do we protect your customer information?

We expect any company with whom we share your information to use it only to provide the service we have asked them to perform. Information about you is also available with Elbow to those individuals who may need to use it to fulfill and service the needs of our customers. We communicate the need to protect your information to all employees and agents. We especially communicate this need to individuals who have access to it. Plus, we have established physical, electronic, and procedural safeguards to protect your information. Note that if your relationship with us ends, your information will remain protected. This protection will be provided according to our privacy practices outlined in this important notice.

We hope you have found this notice helpful. If you have any questions or would like more information, please don't hesitate to contact Elbow Life Insurance Company, Privacy Officer, PO Box 82533, Lincoln, NE 68501-2533.

Please keep your policy in a safe place.

Administrative Office: PO Box 82533 Lincoln, NE 68501-2533

elbow.com

This is a legal contract between You and Us. It is issued in return for the approved Application and Initial Premium. We agree to pay the benefits described in this policy, subject to its provisions, exclusions and limitations.

### **RENEWAL**

This policy is guaranteed renewable to the policy Anniversary following the Primary Insured Person's 80th birthday. That means as long as You pay premiums when due, We cannot cancel or change this policy. If We change premium rates, We can only do so after approval or acknowledgement by Your state for all policies in the Insured Person's class. You will be given 31 days' notice by mail prior to any premium change.

### **RIGHT TO EXAMINE**

You may cancel this policy within 30 days of receiving it by returning this policy to Our administrative office or to any of Our authorized agents. As soon as this policy is received by Us, it is treated as if it was never issued. Any premium payment will be refunded when We receive this policy.

#### RIGHT TO CANCEL

You may cancel this policy at any time after the Right to Examine period by delivering or mailing a written request to Our administrative office. You may specify the date on which You want cancellation to be effective. However, cancellation will only be effective on the date You specify if We receive Your written request before that date. If We do not receive Your written request prior to the date You specify for cancellation, cancellation will be effective on the date We receive Your written request. Upon cancellation, We will promptly return the unearned portion of any premium paid.

Elbow Life Insurance Company has signed this policy on the Issue Date.



**ACCIDENT POLICY** 

Guaranteed renewable to the policy Anniversary following the Primary Insured Person's 80th birthday Non-participating policy

Company may change premium rates.

THIS IS A LIMITED BENEFIT POLICY - READ YOUR POLICY CAREFULLY.

This policy does not pay benefits for sickness.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

If the Primary Insured Person is eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from Us.

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# **SCHEDULE**

FORM NO.	FORM NAME	INITIAL ANNUAL PREMIUM
I H2203 (KY)	Accident	\$279.10
R I2204	Accidental Death Rider	\$16.38

Owner(s):
Primary Insured Per
Insured Person(s):

Policy Number: 4151474402

Issue Date: February 1, 2024

Initial Premium: \$25.70 Premium Mode: Monthly

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# **BENEFIT SCHEDULE**

_	BENEFIT AMOUNT
INITIAL CARE	
Initial Accident Treatment	4
Physician's office visit or urgent care facility	\$75.00
Emergency room	\$150.00
Telemedicine	\$45.00
EMERGENCY CARE	
Ground or Water Ambulance	\$300.00
Air Ambulance	\$1,500.00
Short-Stay Observation	\$50.00
Blood Products	\$300.00
X-Ray	\$45.00
Diagnostic Exam	\$150.00
Pain Management	
Epidural injection or nerve ablation/block	\$100.00
Steroid injection	\$50.00
Appliance	\$75.00
CONTINUED CARE	
Follow-Up Treatment	\$50.00
Rehabilitative Therapy	\$30.00
Chiropractic or Acupuncture	\$30.00
Home Health Care	\$30.00
Transportation	φοσ.σσ
Ground	\$100.00
Air	\$300.00
Companion Lodging	\$100.00
Residence or Vehicle Modification	\$1,000.00
EVERYDAY INJURY CARE	
Eye Injury	
Blunt trauma, corneal abrasion or removal of a foreign object	\$50.00
Eye surgery	\$200.00
Eye Injury Office Visit	\$50.00
Emergency Dental	
Extraction	\$100.00
Crown, dentures or implants	\$250.00
Emergency Dental Office Visit	\$50.00
Laceration	
7.6 centimeters or more	\$200.00
2.6 to 7.5 centimeters	\$100.00
2.5 centimeters or less	\$50.00
Not requiring stitches or glue	\$30.00
Puncture wound	\$30.00
Burns	<b>^</b>
Third-degree burns covering 35% or more of the body surface	\$5,000.00
Third-degree burns covering at least 15% but not more than 34% of the body surface	\$2,500.00
Third-degree burns covering less than 15% of the body surface	\$500.00
Second-degree burns covering 35% or more of the body surface	\$500.00
Second-degree burns covering at least 15% but not more than 34% of the body surface	\$250.00
Second-degree burns covering less than 15% of the body surface	\$50.00
Burns – Skin Graft	50% of Burns Benefit paid
Poisoning	\$50.00

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# **BENEFIT SCHEDULE** (continued)

	BENEFIT AMOUNT	
ACTIVE LIFE INJURY CARE	N	0
Fracture	Non-surgical	Surgical
Skull (depressed)	\$1,500.00 \$1,350.00	\$3,000.00
Hip, thigh (femur), acetabulum	\$1,350.00 \$1,350.00	\$2,700.00
Pelvis (except coccyx)	\$1,350.00	\$2,700.00
Lower leg (tibia, fibula)	\$825.00	\$1,650.00
Shoulder blade (scapula)	\$825.00	\$1,650.00
Upper arm (humerus)	\$825.00	\$1,650.00
Ankle	\$600.00	\$1,200.00
Collar bone (clavicle)	\$600.00	\$1,200.00
Elbow	\$600.00	\$1,200.00
Forearm (radius, ulna)	\$600.00	\$1,200.00
Kneecap (patella)	\$600.00	\$1,200.00
Skull (non-depressed)	\$600.00	\$1,200.00
Sternum	\$600.00	\$1,200.00
Foot (except toes)	\$525.00	\$1,050.00
Hand (except fingers) or wrist	\$525.00	\$1,050.00
Vertebrae (except vertebral process)	\$450.00	\$900.00
Lower jaw (mandible except for alveolar process)	\$300.00	\$600.00
Two or more ribs	\$300.00	\$600.00
Bones of face or nose	\$225.00	\$450.00
Two or more fingers or toes	\$225.00	\$450.00
Upper jaw	\$225.00	\$450.00
Vertebral process	\$225.00	\$450.00
Rib	\$150.00	\$300.00
Coccyx	\$105.00	\$210.00
One finger or toe	\$105.00	\$210.00
Sacrum	\$105.00	\$210.00
Dislocation		
Hip joint	\$1,500.00	\$3,000.00
Ankle joint	\$600.00	\$1,200.00
Bone(s) of foot (except toes)	\$600.00	\$1,200.00
Knee joint (except patella)	\$600.00	\$1,200.00
Wrist joint	\$525.00	\$1,050.00
Elbow joint	\$450.00	\$900.00
Collar bone (sternoclavicular)	\$375.00	\$750.00
Lower jaw `	\$375.00	\$750.00
Shoulder joint	\$300.00	\$600.00
Bone(s) of hand (except fingers)	\$225.00	\$450.00
Two or more fingers or toes	\$105.00	\$210.00
Collar bone (acromioclavicular)	\$75.00	\$150.00
One finger or toe	\$45.00	\$90.00
Head Injury	·	·
Traumatic brain injury		\$500.00
Concussion		\$50.00
SPECIFIC INJURY CARE		
Organized Sports Injury		25%
Motor Vehicle Injury		10%
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# **BENEFIT SCHEDULE** (continued)

	BENEFIT AMOUNT
CATASTROPHIC CARE	
Paralysis	
Quadriplegia	\$20,000.00/lifetime
Paraplegia or hemiplegia	\$10,000.00/lifetime
Coma	\$15,000.00
Loss of Use	
Loss of sight in both eyes	\$20,000.00
Loss of hearing in both ears	\$20,000.00
Loss of speech	\$20,000.00
Loss of sight in one eye	\$10,000.00
Dismemberment	
Both hands or both arms	\$10,000.00
Both feet or both legs	\$10,000.00
One hand or arm and one foot or leg	\$10,000.00
One hand or one arm	\$5,000.00
One foot or one leg	\$5,000.00
One or more entire toes	\$1,000.00
One or more entire fingers	\$1,000.00
Prosthetic Device	. ,
One device	\$1,000.00
Multiple devices	\$2,000.00
'	. ,
HOSPITAL CARE	
Hospital Admission	\$1,000.00
Hospital Confinement	\$200.00
Hospital Observation	\$500.00
Hospital Observation Stay	
20 to 48 hours	\$100.00
49 or more hours	\$200.00
Intensive Care Unit Admission	\$1,500.00
Intensive Care Unit Confinement	\$300.00
Rehabilitation Unit Confinement	\$200.00
Family Care	\$30.00
Pet Care	\$30.00
Recovery	\$50.00
SURGICAL CARE	
General Surgery	
Abdominal, thoracic or cranial with repair	\$1,000.00
Hernia with repair	\$250.00
Laparoscopic without repair	\$250.00
Orthopedic Surgery	
Tendon, ligament, rotator cuff or knee cartilage with repair	\$500.00
Ruptured disc with repair	\$500.00
Arthoscopic without repair	\$250.00

I H2203-SCHED (KY) Page 3D

#### **DEFINITIONS**

**Ambulatory Surgical Center** means a licensed facility whose primary purpose is to provide Surgical Procedures where the patient is admitted to and discharged from within the same day. It has one or more Physicians on duty whenever a patient is in the facility. It is not a facility existing for the primary purpose of terminating pregnancies or an office maintained by a Physician for the practice of medicine, nor does it provide services or accommodations for patients to stay overnight.

Anniversary means the month and day of the Issue Date in succeeding Calendar Years.

**Application** means the documents signed by the Primary Insured Person and You, if different, in order to obtain this policy, to obtain reinstatement of this policy or to change this policy.

Automobile means a four-wheeled private passenger motor vehicle licensed for use on public highways.

**Beneficiary(ies)** means the person(s) named by You on the Application or later designated or changed as described in the Naming or Changing a Beneficiary provision.

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

**Coma** means the diagnosis, by a Physician board certified in neurology, that an Insured Person is in a state of unconsciousness from which the Insured Person cannot be aroused, in which external stimulation will produce no more than primitive avoidance reflexes, and that this state has persisted continuously for at least 96 hours.

**Concussion** means a type of traumatic brain injury caused by a bump, blow, or jolt to the head or by a hit to the body that causes the head and brain to move rapidly back and forth. This sudden movement can cause the brain to bounce around or twist in the skull, creating chemical changes in the brain and sometimes stretching and damaging brain cells.

**Confined** or **Confinement** means the assignment to a bed as a resident inpatient as prescribed by a Physician in a Hospital for a period of at least 20 continuous hours.

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

**Dentist** means a licensed practitioner who is trained to diagnose, treat, prescribe or operate for any disease, pain, deformity, injury or physical condition of the teeth, jaws or mouth. Such Dentist cannot be a member of Your or an Insured Person's Immediate Family or business associate and must be providing services within the scope of such license/specialty.

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

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

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

**Hemiplegia** means a spinal cord injury resulting in paralysis of one side of the body.

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

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

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as (a) a hospice unit (including any beds designated as a hospice bed), (b) a swing bed, (c) a convalescent home, (d) a rest or nursing facility, (e) a skilled nursing facility, (f) a psychiatric unit, (g) a Rehabilitation Unit or facility or (h) a facility primarily

affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

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

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

**Insured Child(ren)** means any natural child, stepchild or legally adopted child of the Primary Insured Person who is at least 15 days of age and younger than age 18 on the date of the Application for this policy or the date the child first becomes eligible.

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

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

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

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

Loss of a Finger means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand.

**Loss of a Foot** means that the foot is cut off through or above the ankle joint.

Loss of a Hand means that the hand is cut off through or above the wrist joint.

Loss of a Leg means that the leg is cut off through or above the knee joint.

Loss of a Toe means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot.

Loss of an Arm means that the arm is cut off through or above the elbow joint.

**Loss of Hearing** means the total and irreversible loss of hearing in both ears. Loss of Hearing does not include loss of hearing that can be corrected by the use of any hearing aid or device.

**Loss of Sight** means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.

Loss of Speech means total and permanent loss of audible communication, if such loss cannot be corrected to any functional degree by any procedure, aid or device.

**Mental and Nervous Disorder** means any disorder listed in the *Diagnostic and Statistical Manual of Mental Disorders* (DSM), most current as of the date of the Injury published by the American Psychiatric Association (APA), excluding Alzheimer's disease, dementia and organic brain damage caused by an accident or head trauma. If the DSM is discontinued or replaced, Mental and Nervous Disorders will include those disorders listed in the diagnostic manual then in use by the APA as of the date of Injury, excluding Alzheimer's disease, dementia and organic brain damage caused by an accident or head trauma.

**Nursing Home** means an institution that is not primarily a residential facility and is either:

- a state-licensed Nursing Home;
- a Medicare-approved skilled nursing facility; or
- a state-licensed skilled nursing or intermediate care facility,

or meets all of the following:

- a state-licensed Nursing Home;
- primarily provides nursing care;
- supervised by a registered nurse (RN) or licensed practical nurse (LPN);
- keeps daily patient medical records; and
- records and controls all medications it gives.

**Observation Status** means services received in a Hospital, based on the level of care needed, when inpatient care is not deemed necessary by the supervising Physician.

**Observation Stay** means a Hospital stay when held under Observation Status. An Observation Stay ends when the Insured Person is discharged from the Hospital.

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

**Optometrist** means a health care professional who provides vision care ranging from sight testing and correction to the diagnosis, treatment and management of vision changes. Such Optometrist cannot be a member of Your or an Insured Person's Immediate Family or business associate and must be providing services within the scope of such license/specialty.

**Organized Sport** means an athletic competition or supervised organized practice for an athletic competition. Participation must be for amateurs only. The competition must be governed by a set of written rules and supervised by an adult that has completed all training required to act in such capacity. The competition must be overseen by a legal entity such as a public school or sports association and the competition must be on a regulation playing surface.

Paraplegia means a spinal cord injury resulting in paralysis of two or three limbs.

**Pet** means a domestic animal that lives with an Insured Person and is dependent on the Insured Person for primary care and maintenance.

**Pet Boarding Facility** means an 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 You or any Insured Person or an Immediate Family member. The Pet Boarding Facility cannot be operating from a residence.

**Physical, Occupational or Speech Therapist** means a person who is duly licensed by the state to practice physical, occupational or speech therapy in the United States. Such therapists cannot be a member of Your or any Insured Person's Immediate Family or business associate and must be providing services within the scope of such license and performing services for which benefits are provided by this policy.

**Physician** means a doctor of medicine or osteopathy who is duly licensed by the state medical board and practicing in the United States. Such Physician cannot be a member of Your or any Insured Person's Immediate Family or business associate and must be providing services within the scope of such license/specialty. Physician will also include nurse practitioners and physician assistants. Practitioners other than those named above are not Physicians. For the purposes of this policy and any attached riders, chiropractors, Dentists and Optometrists are not considered Physicians.

**Primary Insured Person** means the individual named on the policy Schedule as the Primary Insured Person.

Quadriplegia means a spinal cord injury resulting in paralysis of all four limbs.

**Rehabilitation Unit** means a licensed facility or a unit of a Hospital providing coordinated multidisciplinary physical restorative services to inpatients under the direction of a Physician knowledgeable and experienced in rehabilitative medicine. If a unit of a Hospital, beds must be set up and staffed in an area specifically designated for this service.

Reinstatement Date means the date We have both approved the Application for reinstatement and received any premiums due.

**Spouse** means the person to whom the Primary Insured Person is lawfully married, including same sex marriages, civil unions and domestic partnerships if recognized in the state in which this policy was issued. If also an Insured Person, the Spouse is the person named as such on the Application, or who is added at a later date. No more than one Spouse may be insured at any given time.

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

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

**Surgical Procedure** means the cutting into the skin or other organs. While not an exhaustive list, Surgical Procedure does not include the following:

- venipuncture (drawing blood);
- lumbar puncture:
- epidural steroid injections;
- removal of skin tags;
- foreign body removal from the eye;
- stitches or wound gluing;
- aspirating;
- splinting; or
- cast application.

**Telemedicine Services** means the assessment, diagnosis and treatment of a patient provided in real-time by a Physician via video telecommunications technology.

**Traumatic Brain Injury** means a nondegenerative, noncongenital insult to the brain from an external mechanical force, leading to permanent or temporary impairment of cognitive, physical and psychosocial functions, with an associated diminished or altered state of consciousness. Diagnosis must be based on one of the following:

- CT (computerized tomography) scan;
- CAT (computerized angiogram tomography) scan;
- MRI (magnetic resonance imaging);
- EEG (electroencephalogram);
- PET (positron emission tomography) scan; or
- X-ray.

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

We, Us and Our means Elbow Life Insurance Company, a stock company.

**You** and **Your** means the Owner(s) listed on the policy Schedule or later changed, as described in the Change of Ownership provision.

# **PREMIUMS**

**Premium Payments.** The first premium is due on the Issue Date. Premiums will include rider premiums, if any. Premiums paid after the first premium are renewal premiums. We may change the renewal premiums as provided in the Renewal section.

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

**Grace Period.** Premium not paid on or before its Due Date may be paid during the Grace Period. This policy will remain in effect if the premium is paid during the 31-day Grace Period. If the premium due is not paid by the end of the Grace Period, this policy will lapse (will not be in force) due to non-payment of premium.

We will provide written notice that this policy will lapse for non-payment of premium at least 31 days before such termination would occur. Notice will be sent to Your last known address and the last known address of any assignee of record. Notice will include the amount of premium necessary to keep this policy in force and the date by which such premium must be received.

**Reinstatement.** If premium is not paid by the end of the Grace Period, this policy will lapse (will not be in force). If You want this policy to be reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this policy lapsing. Your Application for reinstatement requires Our approval. If Your Application for reinstatement is approved, this policy may be reinstated with payment of any premium due. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the Reinstatement Date. This policy will be reinstated on the Reinstatement Date. If We have not acted to approve or decline Your Application for reinstatement within 45 days of receipt of Your Application, the request for reinstatement will be considered approved.

The reinstated policy will only cover losses resulting from an Injury sustained after the Reinstatement Date.

This policy cannot be reinstated if a surrender is requested under the Right to Examine or Right to Cancel section.

**Refund of Unearned Premium.** If this policy terminates, We will refund to You the unearned portion of any premiums paid. If this policy terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of the Primary Insured Person's death to the Beneficiary.

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

#### **BENEFITS**

We will pay the following benefits, according to amounts on the Benefit Schedule, when an Insured Person receives any of the treatments or services described below for an Injury occurring while this policy is in force, and for which the Initial Accident Treatment or Telemedicine benefit was paid, unless otherwise stated. Any treatment or service not stated in this section is not covered. The Injury must be diagnosed by a Physician with treatments or services received within the timeframe specified for each benefit. Benefits will be paid once per Covered Accident per Insured Person, unless otherwise stated.

# **Initial Care**

**Initial Accident Treatment.** We will pay this benefit if any Insured Person receives treatment provided by a Physician in the Physician's office, an Urgent Care Facility or an Emergency Room for an Injury. The benefit amount is based on where treatment is received.

Treatment received in the Physician's office or in an Urgent Care Facility must be within 60 days of the Covered Accident. Treatment received in an Emergency Room must be within 30 days of the Covered Accident.

**Telemedicine.** We will pay this benefit if any Insured Person receives treatment provided by a Physician via Telemedicine Services for an Injury.

Treatment received via Telemedicine Services must be within 60 days of the Covered Accident.

## **Emergency Care**

**Ground or Water Ambulance**. We will pay this benefit if any Insured Person receives ground or water transportation in an ambulance provided by a licensed professional ambulance company to or from a Hospital for an Injury.

Transportation must be received within 30 days of the Covered Accident.

**Air Ambulance.** We will pay this benefit if any Insured Person receives air transportation in an ambulance provided by a licensed professional ambulance company to or from a Hospital for an Injury.

Transportation must be received within 30 days of the Covered Accident.

**Short-Stay Observation.** We will pay this benefit if any Insured Person requires an Observation Stay of at least four hours, but no more than 19 hours, without being Confined, as prescribed by a Physician for an Injury.

The Insured Person must provide proof for time spent under Observation Status to be eligible for benefits. We will not pay this benefit for any services received in an Emergency Room, recovery room, Urgent Care Facility or any facility other than a Hospital.

The Observation Stay must occur within 30 days of the Covered Accident.

**Blood Products.** We will pay this benefit if any Insured Person receives the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets for treatment of an Injury.

Blood products must be received within 60 days of the Covered Accident.

**X-Ray.** We will pay this benefit if any Insured Person receives an X-ray prescribed by a Physician for diagnosis of an Injury.

The X-ray must be received within 60 days of the Covered Accident.

**Diagnostic Exam.** We will pay this benefit if any Insured Person receives any of the exams listed below prescribed by a Physician for diagnosis of an Injury:

- CT (computerized tomography) scan;
- CAT (computerized angiogram tomography) scan;
- DTI (diffusion tensor imaging) scan;
- EEG (electroencephalogram);
- MRA (magnetic resonance angiogram) scan;
- MRI (magnetic resonance imaging);
- PET (positron emission tomography) scan; or
- SPECT (spectroscopy).

The exam must be received within 180 days of the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person, but only once per Calendar Year per Insured Person.

**Pain Management.** We will pay this benefit if any Insured Person receives an epidural injection in the spine, a nerve ablation, a nerve block or a steroid injection prescribed by a Physician for pain management of an Injury. The benefit amount is based on the pain management administered. The maximum amount payable for all pain management administered from the same Covered Accident is equal to the pain management with the highest benefit amount.

Treatment must be administered in the Physician's office or a Hospital on an outpatient basis within 180 days of the Covered Accident.

**Appliance.** We will pay this benefit if any Insured Person purchases or rents a medical appliance as a mobility aid for recovery prescribed by a Physician for an Injury.

Examples of mobility aids include canes, crutches, braces, walkers, wheelchairs or scooters.

Appliances must be prescribed and received within 180 days of the Covered Accident.

# **Continued Care**

**Follow-Up Treatment.** We will pay this benefit if any Insured Person receives follow-up treatment prescribed by a Physician for an Injury. Treatment must be received from the Physician in the Physician's office or in a Hospital on an outpatient basis.

The first treatment must be received within 180 days of the Covered Accident; subsequent treatments must be received within 365 days of the Covered Accident. This benefit will be paid up to two times per Covered Accident per Insured Person, but only once per day per Insured Person.

**Rehabilitative Therapy.** We will pay this benefit if any Insured Person receives treatment from a Physical, Occupational or Speech Therapist prescribed by a Physician for an Injury. This benefit will not be paid for therapy received by an Insured Person Confined in a Hospital or residing in a Nursing Home.

The first treatment must be received within 180 days of the Covered Accident; subsequent treatments must be received within 365 days of the Covered Accident. This benefit will be paid up to six times per Covered Accident per Insured Person, but only once per day per Insured Person.

**Chiropractic or Acupuncture.** We will pay this benefit if any Insured Person receives chiropractic or acupuncture treatment for an Injury.

For purposes of this benefit:

- Chiropractic treatment must be provided by a practitioner who is licensed by the state medical board and practicing within the scope of such license in the United States.
- Acupuncture treatment must be provided by a practitioner who is licensed by the state regulatory board and practicing within the scope of such license in the United States.

The first treatment must be received within 180 days of the Covered Accident; subsequent treatments must be received within 365 days of the Covered Accident. This benefit will be paid up to six times per Covered Accident per Insured Person, and up to 12 times per Calendar Year, but only once per day per Insured Person.

**Home Health Care.** We will pay this benefit if any Insured Person receives care in their home from a registered nurse (RN), certified nursing assistant (CNA) or licensed practical nurse (LPN), as prescribed by a Physician for an Injury requiring a Surgical Procedure or Hospital Confinement. This benefit will not be paid for hospice care.

For purposes of this benefit, nurses must be duly licensed by the state medical board and practicing in the United States. Such nurses cannot be a member of Your or any Insured Person's Immediate Family or business associate and must be providing services within the scope of such license.

The initial care visit must be received within three days following a discharge from a Hospital Confinement or an Ambulatory Surgical Center following a Surgical Procedure. Subsequent care visits must be received within 30 days following discharge from a Hospital Confinement or an Ambulatory Surgical Center following a Surgical Procedure. This benefit will be paid up to six times per Covered Accident per Insured Person, but only once per day per Insured Person.

**Transportation.** We will pay this benefit per round trip for either ground or air transportation if any Insured Person is required to travel more than 50 miles from their residence for treatment not locally available and prescribed by a Physician for an Injury. The benefit amount is based on the transportation taken. The maximum amount payable per round trip is equal to the transportation with the highest benefit amount. This benefit will not be paid for transportation by ambulance.

Transportation must occur within 180 days of the Covered Accident. This benefit will be paid for up to three round trips per Covered Accident per Insured Person.

**Companion Lodging.** We will pay this benefit per night for a companion's lodging if accompanying any Insured Person Confined to a Hospital more than 100 miles away from the Insured Person's residence for treatment of an Injury.

Lodging must occur within 180 days of the Covered Accident. This benefit will be paid for lodging in a hotel or motel room while the Insured Person is Confined for up to 30 nights per Covered Accident per Insured Person.

**Residence or Vehicle Modification.** We will pay this benefit if You incur charges making permanent structural modifications to the Insured Person's primary residence or vehicle, certified by a Physician as necessary to help enable use due to an Injury sustained by any Insured Person.

Modifications must be certified by a Physician and occur within 365 days of the Covered Accident.

# **Everyday Injury Care**

**Eye Injury.** We will pay this benefit if any Insured Person receives treatment provided by a Physician or Optometrist for an eye Injury involving blunt trauma, corneal abrasion, the removal of a foreign object or requiring surgical repair. The benefit amount is based on the treatment provided. The maximum amount payable for all treatments for the same Covered Accident is equal to the treatment with the highest benefit amount. This benefit does not require the Initial Accident Treatment or Telemedicine benefit to be paid.

Treatment must be received within 60 days of the Covered Accident.

**Eye Injury Office Visit.** We will pay this benefit if any Insured Person receives treatment provided by an Optometrist for an eye Injury involving blunt trauma, corneal abrasion, the removal of a foreign object or requiring surgical repair for which the Initial Accident Treatment or Telemedicine benefit was not paid.

Treatment must be received within 60 days of the Covered Accident.

**Emergency Dental.** We will pay this benefit if any Insured Person receives treatment provided by a Dentist for a dental Injury of a natural tooth requiring an extraction, a crown, dentures or implants. The benefit amount is based on the treatment provided. The maximum amount payable for all treatments for the same Covered Accident is equal to the treatment with the highest benefit amount. This benefit does not require the Initial Accident Treatment or Telemedicine benefit to be paid.

Treatment must be received within 60 days of the Covered Accident.

**Emergency Dental Office Visit.** We will pay this benefit if any Insured Person receives treatment provided by a Dentist for a dental Injury of a natural tooth requiring a chipped or cracked tooth repair, extraction, a crown, dentures or implants for which the Initial Accident Treatment or Telemedicine benefit was not paid.

Treatment must be received within 60 days of the Covered Accident.

**Laceration.** We will pay this benefit if any Insured Person receives treatment provided by a Physician for a laceration Injury. The benefit amount paid is based on the total length of all lacerations repaired. The maximum amount payable for all lacerations from the same Covered Accident is equal to the amount paid for the laceration with the highest benefit amount.

Treatment must be received within 30 days of the Covered Accident.

**Burns.** We will pay this benefit if any Insured Person receives treatment provided by a Physician for a burn Injury. The benefit amount paid is based on the degree of burn and body surface the burn covers. The maximum amount payable for all burns from the same Covered Accident is equal to the amount paid for the burn with the highest benefit amount.

Treatment must be received within 30 days of the Covered Accident.

**Burns – Skin Graft.** We will pay this benefit if any Insured Person receives a skin graft provided by a Physician for a burn Injury. The benefit amount paid is a percentage of the total burns benefit paid.

A skin graft must be received within 365 days of the Covered Accident.

**Poisoning.** We will pay this benefit if any Insured Person receives treatment provided by a Physician for an adverse reaction from ingesting or being exposed to a substance. Substances covered by this benefit include, but are not limited to, household items, food, prescription medication, allergens, toxic plants and envenomation. Substances not covered by this benefit include alcohol and illegal narcotics.

Treatment must be received within 30 days of the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person, but only once per Calendar Year per Insured Person.

#### **Active Life Injury Care**

**Fracture.** We will pay this benefit if any Insured Person receives surgical or non-surgical treatment provided by a Physician for a fracture Injury visible in an X-ray. The maximum amount payable for all fractures from the same Covered Accident is equal to two times the amount paid for the fracture with the highest benefit amount.

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

Treatment must be received within 60 days of the Covered Accident.

**Dislocation.** We will pay this benefit if any Insured Person receives surgical or non-surgical treatment provided by a Physician for a dislocation Injury. The benefit amount is based on the joint dislocated. The maximum amount payable for all dislocations from the same Covered Accident is equal to two times the amount paid for the dislocation with the highest benefit amount.

If the dislocation requires surgical treatment without anesthesia, We will pay 25% of the benefit amount. If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay 25% of the benefit amount for non-surgical treatment. An incomplete dislocation is a dislocation in which the joint is not completely separated.

Treatment must be received within 60 days of the Covered Accident. This benefit will only be paid for the first dislocation of a joint on or after the Issue Date; subsequent dislocations of the same joint will not be covered.

**Head Injury.** We will pay this benefit if any Insured Person is diagnosed by a Physician with a Concussion Injury or Traumatic Brain Injury. The benefit amount is based on the Injury suffered. The maximum amount payable for head Injuries from the same Covered Accident is equal to the higher benefit amount.

Diagnosis must be received within 60 days of the Covered Accident.

## **Specific Injury Care**

**Organized Sports Injury.** We will pay the additional percentage listed on the Benefit Schedule multiplied by all benefit amounts paid for services received under this policy for treatment of an Injury sustained while an Insured Person is participating in an Organized Sport.

This benefit is limited to a maximum of \$1,000 per Covered Accident per Insured Person.

**Motor Vehicle Injury.** We will pay the additional percentage listed on the Benefit Schedule multiplied by all benefit amounts paid for services received under this policy for treatment of an Injury sustained while an Insured Person is driving or riding in an Automobile that is not being used for wage, compensation or profit.

This benefit is limited to a maximum of \$1,000 per Covered Accident per Insured Person.

## **Catastrophic Care**

**Paralysis.** We will pay this benefit if any Insured Person is diagnosed by a Physician with complete Paraplegia, Hemiplegia or Quadriplegia lasting at least 90 consecutive days and expected to be permanent as the result of an Injury. The benefit is paid based on the number of limbs paralyzed.

Diagnosis must be received within 60 days of the Covered Accident. This benefit is paid once for any paralysis, not each paralysis, per lifetime per Insured Person.

**Coma.** We will pay this benefit if any Insured Person is diagnosed by a Physician for a Coma requiring respiratory assistance lasting more than 14 days as the result of an Injury. This benefit will not be paid for a Coma that is medically induced or the result of drug or alcohol use.

Diagnosis must be received within 60 days of the Covered Accident.

**Loss of Use.** We will pay this benefit if any Insured Person is diagnosed by a Physician with Loss of Sight, Loss of Hearing or Loss of Speech as the result of an Injury. The benefit amount is based on the loss suffered. The maximum amount payable for all losses from the same Covered Accident is equal to the amount paid for the loss with the highest benefit amount.

Diagnosis must be received within 180 days of the Covered Accident.

**Dismemberment.** We will pay this benefit if any Insured Person suffers the Loss of an Arm, Loss of a Leg, Loss of a Hand, Loss of a Foot, Loss of a Finger or Loss of a Toe as the result of an Injury. The benefit amount is based on the loss suffered. The maximum amount payable for all losses from the same Covered Accident is equal to the amount paid for the loss with the highest benefit amount.

Loss must occur within 180 days of the Covered Accident.

**Prosthetic Device.** We will pay this benefit if any Insured Person receives a prosthetic device, prescribed by a Physician to replace a hand, foot or eye lost as the direct result of an Injury. This benefit will not be paid for the following: hearing aids; dental aids, including false teeth; eyeglasses; cosmetic prostheses such as wigs or joint replacements such as an artificial hip or knee. The benefit amount is based on the number of devices prescribed and received. The maximum amount payable for all devices from the same Covered Accident is equal to the highest benefit amount.

Prosthetic devices must be prescribed by a Physician and received within 365 days of the Covered Accident.

# **Hospital Care**

We will not pay the Hospital Confinement, Rehabilitation Unit Confinement, Intensive Care Unit Confinement or Recovery benefits for the same day. Benefits will be paid for one period of Confinement at a time, even if caused by more than one Covered Accident.

If an Insured Person is Confined in a Hospital, and later becomes Confined again within 90 days for the same condition, We will treat the Confinement as a continuation of the prior Confinement. If more than 90 days have passed between the periods of Confinement, We will treat the latter Confinement as a new Confinement.

**Hospital Admission.** We will pay this benefit if any Insured Person is Confined to a Hospital for an Injury. The Insured Person must provide proof that a Hospital room and board charge is incurred to be eligible for this benefit. The Hospital Admission and Intensive Care Unit Admission benefits will not be paid for the same Confinement.

Confinement to a Hospital must be within 180 days of the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person, but only once per Calendar Year per Insured Person.

**Hospital Confinement.** We will pay this benefit per day if any Insured Person is Confined to a Hospital for an Injury. The Insured Person must provide proof that a Hospital room and board charge is incurred to be eligible for this benefit.

Confinement to a Hospital must be within 180 days of the Covered Accident. This benefit will be paid up to 365 times per Covered Accident per Insured Person, but only once per day per Insured Person.

**Hospital Observation.** We will pay this benefit for any Insured Person's Observation Stay of at least 20 hours for an Injury. This benefit is not payable for a Hospital stay that is eligible for payment of the Hospital Admission or the Intensive Care Unit Admission benefit. The Insured Person must provide proof for time spent under Observation Status to be eligible for this benefit. We will not pay benefits for any services received in an Emergency Room, recovery room, Urgent Care Facility or any facility other than a Hospital.

Observation Stay must be within 180 days of the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person, but only once per Calendar Year per Insured Person.

**Hospital Observation Stay.** We will pay this benefit for any Insured Person's Observation Stay of at least 20 hours for an Injury. This benefit will be paid based on the total number of hours for the Observation Stay. Observation Stay ends when the Insured Person is discharged from the Hospital. Any other Observation Stay is considered a new Observation Stay. The Insured Person must provide proof for time spent under Observation Status to be eligible for benefits. We will not pay benefits for any services received in an Emergency Room, recovery room, Urgent Care Facility or any facility other than a Hospital.

Observation Stay must be within 180 days of the Covered Accident.

**Intensive Care Unit Admission.** We will pay this benefit if any Insured Person is Confined to an Intensive Care Unit for an Injury. The Insured Person must provide proof that an Intensive Care Unit charge is incurred to be eligible for this benefit. The Hospital Admission and Intensive Care Unit Admission benefits will not be paid for the same Confinement.

Confinement to an Intensive Care Unit must be within 180 days of the Covered Accident. This benefit will be paid once per Covered Accident per Insured Person, but only once per Calendar Year per Insured Person.

**Intensive Care Unit Confinement.** We will pay this benefit per day if any Insured Person is Confined to an Intensive Care Unit for an Injury. The Insured Person must provide proof that an Intensive Care Unit charge is incurred to be eligible for this benefit.

Confinement to an Intensive Care Unit must be within 180 days of the Covered Accident. This benefit will be paid up to 30 times per Covered Accident per Insured Person, but only once per day per Insured Person.

**Rehabilitation Unit Confinement.** We will pay this benefit per day if any Insured Person is held in a Rehabilitation Unit for an Injury. The Insured Person must provide proof that a Rehabilitation Unit room and board charge is incurred to be eligible for this benefit. The Rehabilitation Unit Confinement and Recovery benefits will not be paid for the same day.

Confinement to a Rehabilitation Unit must be within 180 days of the Covered Accident. This benefit will be paid up to 30 times per Covered Accident per Insured Person and up to 60 times per Calendar Year per Insured Person, but only once per day per Insured Person.

**Family Care.** We will pay this benefit for childcare expenses incurred for any Insured Person's natural child, stepchild, or legally adopted child while the Insured Person is Confined to a Hospital for an Injury. The care provider must be licensed in the jurisdiction in which services are provided.

Care must be received within 180 days of the Covered Accident. This benefit will be paid each day while the Insured Person is Confined up to 30 times per Covered Accident per Insured Person. The Family Care benefit will be paid once per day regardless of the number of children requiring childcare.

**Pet Care.** We will pay this benefit if a Pet receives care from a Pet Boarding Facility while an Insured Person is Confined to a Hospital for an Injury.

Care must be received within 180 days of the Covered Accident. This benefit will be paid each day while the Insured Person is Confined up to 30 times per Covered Accident per Insured Person. The Pet Care benefit will be paid once per day regardless of the number of Pets.

**Recovery.** We will pay this benefit per day if any Insured Person is unable to work immediately following a Surgical Procedure or Confinement in a Hospital due to an Injury. Proof must be provided for the number of consecutive days the Insured Person was unable to work immediately following surgery or Confinement to be eligible for benefits. Benefits will begin the first calendar day after a Surgical Procedure is performed on an outpatient basis in a Hospital or an Ambulatory Surgical Center or the first calendar day after being released from a Hospital Confinement. The Recovery and Rehabilitation Unit Confinement benefits will not be paid for the same day.

This benefit will be paid up to six times per Covered Accident per Insured Person, but only once per day per Insured Person.

# **Surgical Care**

**General Surgery.** We will pay this benefit if any Insured Person has open abdominal, thoracic, cranial or hernia surgery with repair or laparoscopic surgery for diagnostic purposes only, provided by a Physician for an Injury. The benefit amount is based on the surgery received. The maximum amount payable for all surgeries from the same Covered Accident is equal to the highest benefit amount.

Surgery must be performed within 180 days of the Covered Accident.

**Orthopedic Surgery.** We will pay this benefit if any Insured Person has surgery provided by a Physician for an Injury to repair a tendon, ligament, rotator cuff or knee cartilage that is torn, severed or ruptured; surgery to repair a ruptured disc in the spine; or arthroscopic surgery for diagnostic purposes only. The benefit amount is based on the surgery received. The maximum amount payable for all surgeries from the same Covered Accident is equal to the highest benefit amount.

Surgery must be performed within 180 days of the Covered Accident.

#### **EXCLUSIONS**

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

- operating, learning to operate or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing, parakiting, mountain or rock climbing, B.A.S.E. jumping, sky diving or cave diving;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness, disease or infection, other than infection from an Injury occurring while this policy is in force;
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Reserve, except during active duty training of less than 60 days;
- suffering from a Mental and Nervous Disorder:
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic or any other drug or intoxicant (except those used as prescribed to the Insured Person by a Physician);
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance;
- having cosmetic surgery or other elective procedures that are not medically necessary;

- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility;
- participating in a riot, insurrection or rebellion;
- engaging in an illegal occupation;
- intentionally self-inflicting an Injury; or
- committing or attempting to commit suicide, while sane or insane.

No benefits, except the Initial Accident Treatment or Telemedicine benefit, will be payable for services provided outside of the United States.

## **MILITARY SERVICE**

You may suspend this policy if the Primary Insured Person enters active military service. There will be no coverage during the period of suspension, and no premium payments will be due during this time. Active military service means actively serving in any armed forces of any country, or units auxiliary thereto, including the National Guard or Reserve, except for active-duty training of less than 60 days. Upon Your written request, including information proving that the Primary Insured Person is eligible, We will suspend coverage under this policy on the date military service begins and refund any unearned premium to You.

You can put this policy back in force without providing evidence of insurability upon termination of such service. To do this, We will need a written request and payment of premium within 90 days of termination of active military service. The premium will be the same as if this policy had stayed in force. The coverage under this policy will resume as of the date of termination of active duty and once We are in receipt of both the written request to unsuspend this policy and the payment of any premium due. Once unsuspended, this policy shall cover Injuries occurring after this policy is put back in force.

#### **ELIGIBILITY**

**Persons Eligible on the Issue Date.** The only people eligible for coverage on the Issue Date are the Primary Insured Person, Spouse and Insured Children.

Persons Who Become Eligible After the Issue Date. If this policy includes coverage for Insured Children, automatic coverage will be provided to any Insured Child born to the Primary Insured Person, adopted by the Primary Insured Person, or placed for adoption with the Primary Insured Person, from the later of 15 days of age or the date of adoption or placement for adoption. Any stepchild that first meets the definition of Insured Child after this policy is in force will become insured on the date the definition is met. We must receive written notice for such Insured Child, including the child's name and date of birth, adoption or placement for adoption.

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

Continuation of Coverage for Spouse Upon Divorce or Death. If this policy includes coverage for the Primary Insured Person's Spouse, the Spouse can keep this coverage in force by notifying Us in writing and providing payment within 60 days of divorce from or death of the Primary Insured Person. The continued coverage will provide the Spouse the same coverage provided under this policy at the time of continuation. The continued coverage will be subject to the remainder of periods stated in the Time Limit on Certain Defenses provision. If this same coverage is no longer offered at the time of continuation, We will issue coverage that is most comparable.

# **TERMINATION**

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

- when any premium due for this policy is not paid before the end of the Grace Period;
- the date We receive Your written request at Our administrative office to terminate this policy, unless the notice specifies a later date;
- upon the Primary Insured Person's death; or
- the policy Anniversary following the Primary Insured Person's 80th birthday.

**Termination of Spouse Coverage.** If this policy includes coverage for a Spouse, the coverage for the Spouse under this policy and any attached riders will terminate upon the earlier of Our receipt of a valid decree of divorce unless otherwise specified in the decree or the policy Anniversary following the Spouse's 80th birthday.

**Termination of Child Coverage.** If this policy includes coverage for Insured Children, the coverage for any Insured Child under this policy and any attached riders will terminate upon the policy Anniversary following the Insured Child's 26th birthday.

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

- incapable of self-sustaining employment by reason of mental or physical disability; and
- chiefly dependent on the Primary Insured Person for support and maintenance. For the purposes of this provision, chiefly dependent means the eligible Insured Child receives the majority of financial support from the Primary Insured Person.

We will require that You provide proof that the Insured Child is a disabled and dependent person within 31 days of the child's attainment of the limiting age. After two years following attainment of the limiting age, We may again require such proof not more frequently than annually. In the absence of such proof, We may terminate the coverage for the Insured Child after the attainment of the limiting age.

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

#### **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 60 calendar days after a loss covered by this policy occurs, or as soon as reasonably possible, subject to the Proof of Loss provision. Notice must be given to Us at Our administrative office. The notice should include Your name, the Insured Person's name, if different, and Policy Number as shown on the policy Schedule. If notice of claim is given by someone other than You, the notice should also include the name and address of the individual submitting the notice, their relationship to You, and a statement that payment of a claim is being requested.

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

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

**Timely Payment of Claim.** Benefits for any loss covered by this policy will be paid within 30 days after We receive written proof satisfactory to Us and all other provisions herein are met. If We do not pay benefits within 30 days after We receive Your Proof of Loss, We shall pay interest equal to 12% per annum on such benefits.

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

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

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, for any reason, in processing a claim. We can only do so no later than three years after the date of the error and will notify You within 15 days after We discover the error. Such notice will clearly state the nature of the error and the amount of the overpayment. We must be reimbursed in full for the amount of the overpayment.

Claim Review. If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon within 15 days of Our decision. You have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

#### **GENERAL PROVISIONS**

**Application Statements.** No statement will void this policy or any attached riders, or be used to deny a claim unless the statement was made in the Application signed by You and any Insured Person, if different, which includes any papers signed or information provided.

In the absence of fraud, statements made on the Application, which includes any papers You and any Insured Person, if different, signed or information You and any Insured Person, if different, provided, are deemed representations and not warranties. Representations are statements that, to the best of Your and any Insured Person's knowledge and understanding, represent the truth.

**Change of Ownership.** This policy belongs to You and all policy rights may be exercised by You. If there is no living Owner at the time of Your death, the ownership will transfer to the Primary Insured Person, if different. Ownership may be changed while the Primary Insured Person is alive. You may change ownership by completing and signing a form approved by Us for changing ownership and returning the form to Our administrative office for Our written acknowledgement.

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

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

If the Primary Insured Person is a minor child and becomes the Owner due to Your death, the Primary Insured Person's conservator is authorized to administer the Primary Insured Person's ownership rights until the Primary Insured Person attains age of majority as defined by the state in which this policy was issued.

**Naming or Changing a Beneficiary.** You may name or change the Beneficiary by completing and signing a form provided by Us and returning the form to Our administrative office for Our written acknowledgement. The Beneficiary may only be changed while the Primary Insured Person is alive.

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

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

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

**Duty of Cooperation.** You, Your estate, the Insured Person(s) and any Beneficiaries shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

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

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

**Misstatement of Age and/or Gender.** If any Insured Person's age and/or gender has been misstated, an adjustment in premiums, coverage or both, will be made based on the Insured Person's correct age and/or gender. If, according to their correct age, the coverage provided by this policy would not have become effective or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage shall be limited to the refund of premiums.

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

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

**Time Limit on Certain Defenses.** We have the right to contest the validity of this policy and any attached riders based on material misrepresentations made on the Application. However, We cannot contest the validity of this policy or any attached riders after it has been in force during any Insured Person's lifetime for three years from the Issue Date, except for fraudulent misstatements on the Application when permitted by applicable law in the state where this policy is delivered or issued for delivery.

We have the right to contest the validity of a change or reinstatement of this policy and any attached riders based on material misrepresentations made on the Application for change or reinstatement. However, We cannot contest a change or reinstatement after this policy has been changed or reinstated and in force during any Insured Person's lifetime for three years from the change effective date or Reinstatement Date, except for fraudulent misstatements on the Application for change or reinstatement, when permitted by applicable law in the state where this policy is delivered or issued for delivery.

# **ACCIDENT POLICY**

Guaranteed renewable to the policy Anniversary following the Primary Insured Person's 80th birthday Non-participating policy

Company may change premium rates.

THIS IS A LIMITED BENEFIT POLICY - READ YOUR POLICY CAREFULLY.

This policy does not pay benefits for sickness.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

If the Primary Insured Person is eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from Us.

# **Accidental Death Rider**

This rider is attached to and made a part of the policy. The terms of the policy apply to this rider unless otherwise stated in this rider. In the event of a conflict between the terms of the policy and the terms of this rider, this rider controls. This rider is issued in return for the approved Application and this rider's first premium. Premium for this rider is included on the policy Schedule or by endorsement, if added at a later date. Rider premiums are paid to Our administrative office at the same time as the policy premiums.

#### **SCHEDULE**

Insured Person(s): KESHIA CHITWOOD (Primary Insured Person)

JULIAN CHITWOOD (Spouse)
NOAH CARTER (Insured Child)
NATLIE CHITWOOD (Insured Child)
CASE CHITWOOD (Insured Child)

Issue Date: February 1, 2024

Benefit Amounts:	Primary Insured	Spouse	Child
Accidental Death	\$10,000.00	\$10,000.00	\$2,500.00
Accidental Death - Common Carrier	\$10,000.00	\$10,000.00	\$2,500.00
Accidental Death - Automobile Seatbelt	\$2,500.00	\$2,500.00	\$625.00

#### **DEFINITIONS**

Accidental Death means death that results directly and independently of all other causes from an Injury suffered while this rider is in force.

Automobile means a four-wheeled private passenger motor vehicle licensed for use on public highways.

**Common Carrier** means an entity that is licensed primarily to transport passengers for hire in any public land, air or water conveyance.

**Seatbelt** means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seatbelt will include a lap belt only if the Automobile was not equipped with a combination lap and shoulder restraint system when manufactured.

# **BENEFITS**

We will pay the following benefits according to amounts in this rider's Schedule, when an Insured Person suffers any of the losses described below resulting from an Injury occurring while this rider is in force. Any loss not stated in this rider is not covered. Death must be certified by a Physician within 180 days of the Covered Accident and occur while this rider is in force. The benefits under this rider will be paid even if the Injury occurs while on the job.

Accidental Death. We will pay this benefit if any Insured Person suffers an Accidental Death from an Injury.

**Accidental Death - Common Carrier.** We will pay this benefit if any Insured Person suffers an Accidental Death from an Injury sustained while riding as a fare-paying passenger on a Common Carrier. This benefit is paid in addition to the Accidental Death benefit.

**Accidental Death - Automobile Seatbelt.** We will pay this benefit if any Insured Person suffers an Accidental Death from an Injury sustained while driving or riding in an Automobile that is not being used to transport passengers for hire and while wearing and properly utilizing a Seatbelt as certified by the police accident report. This benefit is paid in addition to the Accidental Death benefit.

### LIMITATIONS AND EXCLUSIONS

This rider is subject to the limitations and exclusions stated in the policy.

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#### **GENERAL PROVISION**

In this rider, "policy" means the policy to which this rider is attached.

### **TERMINATION**

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

- when the policy terminates for any reason;
- when any premium due for this rider is not paid or postmarked in the United States before the end of the Grace Period; or
- the date We receive Your written request to terminate this rider unless the notice specifies a later date.

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

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	s — Choose a package						
<b>■</b> Base	Advantage	Complete	Other				
Optional Riders							
Accidental Deat	h Rider						
☐ Accident-Only D	Disability Income Rider	Monthly Benefit Amount	\$ (complete E	mployment Info	mation section	below)	
☐ Preventive Care	Rider						
7. EMPLOYMEN	IT INFORMATION — C	omplete if applying for t	he Accident-Only Di	sability Income	e Rider		
Is the Proposed Ins	ured currently working at l	east 30 hours per week i	n primary occupation?			Yes	i □ No
Gross Monthly Inco	me \$						
8. BENEFICIARI	<b>ES</b> — Complete if apply	ring for the Accidental [	Death Rider				
Primary Beneficia					····		T =:
Name First	Middle	Last		Relationship		Date of Birth / /	Share % <b>100</b>
First Name	Middle	Last		Relationship		Date of Birth	Share %
Contingent Benefi							
First Name	Middle	Last		Relationship		Date of Birth / /	Share %
First Name	Middle	Last		Relationship		Date of Birth	Share %
9. AGREEMENT			I				
I (We) agree that:							
1. All answers in th	is application are complete	e and true to the best of n	ny <i>(our)</i> knowledge an	d belief and will	be relied upon	to determine insurab	ility.
insurance applied	n is equal to the full premiud for becomes effective or ne terms of the policy appl	that date subject to: a. t					
me (us), and the	m is not paid on the date of e entire first premium is pa er, all information furnished	aid during the Proposed Ir	nsured's lifetime, and b	at the time of s	such delivery, a	cceptance or payme	
4. If the Policyowne become the Policy	er is someone other than the cyowner.	ne Insured, in the event o	f the Policyowner's dea	ath (and no Con	tingent Owner(s	s) living), the Insured	i will
perjury that the interest and div	n W-9 information (Requ number shown is my co idend income, and I am provision of this docum	orrect Taxpayer Identific a U.S. Person (including	ation Number. I am r g a U.S. resident alier	not subject to b n). The Internal	ackup withhol Revenue Serv	ding due to failure	to report
any materially f	o knowingly, and with in alse information or cond rance act, which is a cri	ceals, for the purpose of					
Signed in KY			on	01	<sub>/</sub> 13	/ 2024 YYYY)	
	Stat	e			Date (MM/DD/	YYYY)	
	Signature of Propose	d Insured		Signature of	Owner (if other th	an Proposed Insured)	