Apex - Compass MEC

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period:

Coverage for: Individual or Family | Plan Type: MEC

The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u>. The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services. NOTE: Information about the cost of this <u>plan</u> (called the <u>premium</u>) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, [insert contact information]. For general definitions of common terms, such as <u>allowed amount</u>, <u>balance billing</u>, <u>coinsurance</u>, <u>copayment</u>, <u>deductible</u>, <u>provider</u>, or other <u>underlined</u> terms see the Glossary. You can view the Glossary at https://www.healthcare.gov/sbc-glossary/or call 1-866-826--5317 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	No Deductible	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible
Are there services covered before you meet your deductible?	No.	
Are there other deductibles for specific services?	No	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for your health care expenses
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	There is no out-of-pocket limit for the plan	
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, Prior Authorization Penalties, and health care this plan does not cover.	Even though you pay these expenses, they don't count toward the out-of- pocket limit .
Will you pay less if you use a <u>network provider</u> ?	Yes, when utilizing a network provider, a discount is applied.	There are no benefits for out-of-network services
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	Has to be an in-network specialist for the service to be covered by the plan

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All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

0		What You Will Pay		Limitations, Exceptions, & Other Important Information
Common Medical Event	Services You May Need	Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health	Primary care visit to treat an injury or illness	\$20 Copay/visit	Not Covered	Max 3 visits per calendar year
care <u>provider's</u> office	Specialist visit	\$50 Copay/visit	Not Covered	Max 3 visits per calendar year
or clinic	Preventive care/screening/immunization	No Charge, 100% covered	Not Covered	
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	\$50 copay/service	Not Covered	Max 5 services per calendar year
If you have a test	Imaging (CT/PET scans, MRIs)	\$200 Copay	Not Covered	Max 1 MRI or CT Scan per calendar year
	Tier 1: Low Cost Generics	\$1 Copay/per script	Not Covered	
If you need drugs to	Tier 2: Generics	10% Coinsurance	Not Covered	
treat your illness or condition	Tier 3: Preferred brand	20% Coinsurance	Not Covered	
More information about prescription drug coverage is available at www.[insert].com	Tier 4: Non-Preferred Brand	40% Coinsurance	Not Covered	
	Tier 5: Generic and Preferred Specialty Drugs	10% Coinsurance	Not Covered	Plan pays 90% up to a maximum of \$150 per Rx
	Tier 6: Non-Preferred Specialty Drugs	20% Coinsurance	Not Covered	Plan pays 80% up to a maximum of \$250 per Rx
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Not Covered	Not Covered	
	Physician/surgeon fees	Not Covered	Not Covered	

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	Emergency room care	Not Covered	Not Covered	
If you need immediate medical attention	Emergency medical transportation	Not Covered	Not Covered	
	<u>Urgent care</u>	\$50 Copay/visit	Not Covered	Max 3 visits per calendar year
If you have a hospital	Facility fee (e.g., hospital room)	Not Covered	Not Covered	
stay	Physician/surgeon fees	Not Covered	Not Covered	
If you need mental health, behavioral	Outpatient services	Not Covered	Not Covered	
health, or substance abuse services	Inpatient services	Not Covered	Not Covered	
	Office visits	Not Covered	Not Covered	
If you are pregnant	Childbirth/delivery professional services	Not Covered	Not Covered	
	Childbirth/delivery facility services	Not Covered	Not Covered	
	Home health care	Not Covered	Not Covered	
If you need help	Rehabilitation services	Not Covered	Not Covered	
recovering or have	Habilitation services	Not Covered	Not Covered	
other special health	Skilled nursing care	Not Covered	Not Covered	
needs	<u>Durable medical equipment</u>	Not Covered	Not Covered	
	Hospice services	Not Covered	Not Covered	
If your child needs	Children's eye exam	No Charge	No Charge	
If your child needs dental or eye care	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	No Charge	No Charge	

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Excluded Services:

Services Your Plan Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)			
Inpatient / Out Patient Hospital	 Emergency Room 	 Inpatient / Out Patient Professional Services 	
 Contrast or 3-D MRIs 	 PET Scans 	 Radiation Oncology 	
Chemotherapy	 Therapy Services 	 Chiropractic Care 	
Ambulatory Surgical Center	 Rehabilitative Services 	 Pregnancy and Child Birth 	

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: [insert State, HHS, DOL, and/or other applicable agency contact information]. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a <u>claim</u>. This complaint is called a <u>grievance</u> or <u>appeal</u>. For more information about your rights, look at the explanation of benefits you will receive for that medical <u>claim</u>. Your <u>plan</u> documents also provide complete information to submit a <u>claim</u>, <u>appeal</u>, or a <u>grievance</u> for any reason to your <u>plan</u>. For more information about your rights, this notice, or assistance, contact: [insert applicable contact information from instructions].

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? No

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this <u>plan</u> might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your <u>providers</u> charge, and many other factors. Focus on the <u>cost sharing</u> amounts (<u>deductibles</u>, <u>copayments</u> and <u>coinsurance</u>) and <u>excluded services</u> under the <u>plan</u>. Use this information to compare the portion of costs you might pay under different health <u>plans</u>. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	N/A
Specialist [\$50 Copayments]	\$150
■ Hospital (facility) Not Covered	N/A
■ Other [Lab Services, Copayment]	\$50
Other [Preferred Brand Drugs,	
Coinsurance]	20%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost

Limits or exclusions

The Total Peg would pay is

In this example, Peg would pay:		
Cost Sharing		
Deductibles	N/A	
Copayments	\$250	
Coinsurance	\$100	
What isn't covered		

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	N/A
■ Specialist [copayments]	\$50
■ Hospital [Not Covered]	N/A
Other [Lab Services, Copayment]	\$50
■ Prescription Drugs, [Non-Preferred Brand	
Drugs, Coinsurance]	40%

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)

Diagnostic tests (blood work)

Total Example Cost

Prescription drugs

\$10, 200

\$9,200

\$9,450

Durable medical equipment (glucose meter)

In this example, Joe would pay:		
Cost Sharing		
Deductibles	N/A	
Copayments	\$300	
Coinsurance	\$560	
What isn't covered		
Limits or exclusions \$		
The total Joe would pay is \$		

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall deductible	N/A
■ Specialist [copayments]	\$50
■ Emergency Room [Not Covered]	N/A
Other [X-ray Services, Copayment]	\$50
■ Prescription Drugs, [Generic,	
Coinsurance]	10%

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)

Diagnostic test (x-ray)

\$2,800

Durable medical equipment (crutches)

Rehabilitation services (physical therapy)

Total Example Cost	\$2,950
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In this example, Mia would pay:

Cost Sharing		
N/A		
\$150		
\$12		
What isn't covered		
\$1,825		
\$2,542		

The plan would be responsible for the other costs of these EXAMPLE covered services.



INSURER NAME: Beazley Insurance Company, Inc.

INSURER ADDRESS: PO Box 30103

ADMINISTRATIVE OFFICE Tampa, FL 33630-3103

INSURER ADDRESS: PO Box 3889
NOTICE OF CLAIM Seattle, WA 98124

CERTIFICATE OF INSURANCE

Beazley Insurance Company, Inc. (We, Us, Our) hereby certifies that it has issued and delivered to the Policyholder a group Policy, described on the Schedule of Benefits page. The group Policy covers certain eligible persons as described in the Policy.

This Certificate describes the benefits and provisions of the group Policy. It becomes Your Certificate of Insurance only if: 1) You are eligible for the insurance; 2) You are Actively In Service on the date it is to take effect if You are an Employee; and 3) You become insured and remain insured in accordance with the provisions of the Policy. The insurance is to be effective only if the required premium payments are made by You or on Your behalf to Us. No agent may change the Policy or waive any of its provisions.

IN WITNESS WHEREOF, We have caused this Certificate to take effect on the Certificate Effective Date.

Wayne K. Whiten

Secretary

President

GROUP LIMITED INDEMNITY CERTIFICATE

THIS IS A LIMITED BENEFIT CERTIFICATE. IT PROVIDES FIXED-PAYMENT BENEFITS. BENEFITS PROVIDED ARE NOT INTENDED TO COVER ALL HOSPITAL OR OTHER MEDICAL EXPENSES.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT.

If You are eligible for Medicare, review the Guide to Health Insurance for People

with Medicare available from the Company.

FIFTEEN DAY RIGHT TO EXAMINE CERTIFICATE

If You decide that You do not want this Certificate for any reason, You may return it to Us within fifteen (15) days after the date You receive it for a full refund of any premium paid. When it is returned, it will be considered void as though it were never issued.

The Policy is a contract between the Policyholder and the Company.

This Certificate is renewable at the option of the Company. Please read the Termination of Insurance provision of this Certificate.

READ YOUR CERTIFICATE CAREFULLY.

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. THIS IS NOT ("MINIMUM") QUALIFYING HEALTH COVERAGE **ESSENTIAL** COVERAGE") THAT SATISFIES THE HEALTH COVERAGE REQUIREMENT OF THE AFFORDABLE CARE ACT. IF YOU DON'T HAVE MINIMUM ESSENTIAL COVERAGE. YOU MAY OWE AN ADDITIONAL PAYMENT WITH YOUR TAXES.

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SCHEDULE OF BENEFITS

INSURED EMPLOYEE I	NAME:		
CERTIFICATE NUMBER:		CERTIFICATE EFFECTIVE DATE:	
POLICYHOLDER NAME:	ITECH SOLUTIONS,	POLICYHOLDER NUMBER:	6E51L4

ELIGIBILITY: ALL PERMANENT EMPLOYEES, BETWEEN THE AGES OF 18 AND 99, WORKING

20 HOURS OR MORE PER WEEK AND ACTIVELY IN SERVICE, AND SPOUSES

AND/OR DEPENDENT CHILD(REN) OF ELIGIBLE EMPLOYEES

PRE-EXISTING CONDITION PERIOD:

None

INITIAL MONTHLY PREMIUM:

BENEFIT (S) BENEFIT AMOUNTS/MAXIMUMS

HOSPITAL CONFINEMENT BENEFIT

\$300 per Insured, per day
\$300 per Insured, per day

Per Confinement Maximum 10 days per Insured

Benefit Year Maximum 2 Confinements per Insured

HOSPITAL ADMISSION BENEFIT

Benefit Amount \$1,000 per Insured, per day

Benefit Year Maximum 1 day per Insured

EMERGENCY ROOM - INJURY BENEFIT

Benefit Amount \$150 per Insured, per day

Benefit Year Maximum for Injury 1 day per Insured

Treatment for an Injury sustained as a result of an Accident must be received within 72 hours of the Accident.

DEFINITIONS

ACCIDENT means an event occurring by chance or unintentionally, independent of any Sickness.

ACTIVELY IN SERVICE means that You are:

- (1) performing in the usual manner, all of the Material and Substantial Duties of Your employment for the regularly scheduled number of hours on a scheduled work day; and
- (2) the Material and Substantial Duties are being performed at one of the places of business where You normally perform such duties or at some location to which Your employment sends You.

You will be said to be Actively in Service on a day that is not a scheduled work day only if You are able to perform in the usual manner all of the regular duties of Your employment if it were a scheduled work day.

BENEFIT YEAR means each one year period beginning on Your Certificate Effective Date. Each anniversary of Your Certificate Effective Date begins a new Benefit Year.

CERTIFICATE means the individual Certificate issued to You. It describes Your coverage under the Policy.

CERTIFICATE EFFECTIVE DATE means the date shown on the Schedule of Benefits. The Certificate Effective Date will start at 12:01 a.m. at the main place of business of the Policyholder. If an Employee is not Actively in Service on the date coverage would otherwise become effective, the Certificate Effective Date will be the date on which the Employee is first thereafter Actively in Service.

COMPLICATIONS OF PREGNANCY means any of the following:

- (1) a condition that, while affected by pregnancy, is still classified by accepted medical standards as a Sickness apart from the normal bodily changes that accompany pregnancy;
- (2) a non-elective Caesarean section;
- (3) an extra-uterine or ectopic pregnancy; or
- (4) a spontaneous termination of pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include: false labor, premature labor, high risk pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, pre-eclampsia or placenta previa or similar conditions that occur in a difficult pregnancy.

CONFINED OR CONFINEMENT means the assignment to a bed as a resident inpatient in a Hospital, or Confinement in an Observation Unit within a Hospital for a period of 23 or more continuous hours, on the advice of a Physician.

DEPENDENT CHILD(REN) means all of Your children who are unmarried and less than 26 years of age. However, if any Dependent Child is incapable of self-sustaining employment due to intellectual disability or physical handicap and is dependent on a parent(s) for support, such age limit of 26 shall not apply. Proof of such incapacity and dependency must be furnished to Us within 31 days following the Child's 26th birthday, and not more frequently than annually from then forward.

Child(ren) means Your biological children, stepchildren, adopted children, foster children or any child for whom You are required by a court or administrative order to provide health coverage.

EMERGENCY ROOM means a facility located on the premises of, or physically part of, a Hospital that provides initial Treatment to patients or for Injury due to an Accident requiring immediate attention. An Emergency Room is specially equipped and staffed to provide emergency care.

EMPLOYEE means a person who is Actively in Service as an Employee of the Policyholder.

HOSPITAL means a general acute care facility that meets all of the following:

- (1) it is licensed as a Hospital pursuant to applicable law;
- (2) it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- (3) it is managed under the supervision of a staff of medical doctors;
- (4) it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- (5) it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- (6) it charges for its services. This requirement is waived for Veterans Administration Hospitals and Federal Government Hospitals.

Hospital does not include any of the following:

- (1) a rest or nursing home, home for the aged, or convalescent home;
- (2) a Skilled Nursing Care Facility, rehabilitation center, extended care facility, or assisted living center; or
- (3) a hospice, custodial care facility, or birthing center; or
- (4) a Mental or Nervous Disorders Treatment Facility or Substance Abuse Treatment Facility.

INJURY means bodily injury due to an Accident sustained directly and independently of disease or bodily infirmity or any other cause, and which has occurred while the insurance is in force.. It includes all complications of and all Injuries from the same Accident.

INSURED(S) means You, Your Spouse and/or Your Dependent Child(ren) as indicated in the Schedule of Benefits.

INVESTIGATIONAL OR EXPERIMENTAL means a procedure, treatment or the use of any drug as experimental if such procedure, treatment or drug, for the illness or condition being treated, or for the diagnosis for which it is being prescribed, has not successfully completed a phase III clinical trial of the federal Food and Drug Administration..

MATERIAL AND SUBSTANTIAL DUTIES means the duties that:

- (1) are normally required for the performance of Your employment; and
- (2) cannot be reasonably omitted or modified.

MEDICALLY NECESSARY means any services, tests, office visits, drugs, or supplies:

- (1) needed to diagnose, treat symptoms or medical conditions, or provide preventative care in a manner generally accepted by the medical community;
- (2) ordered, prescribed, recommended, or approved by a Physician to diagnose or treat symptoms or a specific medical condition;
- (3) not simply for the convenience of Physician or patient; and
- (4) not used for Investigational or Experimental Treatment.

MENTAL OR NERVOUS DISORDERS means any diagnosed condition listed in the Diagnostic and Statistical Manual of Mental Disorders most recent edition, revised (DSM) for which treatment is commonly sought from a psychiatrist or mental health provider. Diagnoses described in the DSM will be considered mental illness, regardless of etiology.

MENTAL OR NERVOUS DISORDERS TREATMENT FACILITY means a facility that provides inpatient Treatment for Mental or Nervous Disorders and which:

- (1) is established and operated pursuant to applicable state laws;
- (2) provides the following basic services:
 - (a) room and board;
 - (b) evaluation and diagnosis;
 - (c) counseling; and
- (3) has or maintains a written, specific, and detailed regimen requiring full-time residence and full-time participation by the Insured;

A Mental or Nervous Disorders Treatment Facility does not include a unit or wing within a Hospital, a half-way house, a group home, a recovery farm, or any similar facility.

OBSERVATION UNIT means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored following Treatment in the Emergency Room by a Physician, and which:

- (1) is under the direct supervision of a Physician or registered nurse;
- (2) is staffed by nurses assigned specifically to that unit; and
- (3) provides care seven days per week, 24 hours per day.

PHYSICIAN means a practitioner of the healing arts who:

- (1) is practicing within the scope of his or her license in the state where so licensed; and
- (2) is not related to the Insured.

POLICY means the Policy issued to the Policyholder that covers the Insured.

POLICYHOLDER means the employer, association or other organization that holds the Policy.

PRE-EXISTING CONDITION means any sickness, disease, or physical condition that existed within the Pre-Existing Condition Period prior to the Insured's Certificate Effective Date. The sickness, disease or physical condition must have resulted in the Insured's receiving advice, diagnosis or Treatment from a Physician during this preceding time period. The Pre-Existing Condition Period is shown on the Schedule

of Benefits.

SCHEDULE OF BENEFITS means the benefit schedule set forth in the Certificate.

SICKNESS means an illness or disease that starts while the Insured's coverage is in force. Sickness includes pregnancy and Complications of Pregnancy.

SKILLED NURSING CARE FACILITY means a place where an Insured goes to recover from a Sickness or Injury and that:

- (1) is a legally operated facility that can be part of a hospital;
- (2) operates 24 hours a day and will accept inpatients on an overnight basis;
- (3) is supervised by a Physician;
- (4) has a 24-hour a day nursing staff which is supervised by a registered nurse; and
- (5) keeps written daily records for each patient.

Notwithstanding the above, a Skilled Nursing Care Facility is not:

- (1) a rest home or a home for the aged;
- (2) a place that provides mostly custodial care; or
- (3) a place for alcoholics or drug addicts.

SPOUSE means the person recognized as Your spouse under the laws of the state in which You reside.

SUBSTANCE ABUSE means the psychological or physical dependence on or addiction to alcohol, drugs and other controlled substances.

SUBSTANCE ABUSE TREATMENT FACILITY means a facility that provides inpatient Treatment for Substance Abuse and is a place which:

- (1) is established and operated pursuant to applicable state laws;
- (2) provides the following basic services:
 - (a) room and board;
 - (b) evaluation and diagnosis;
 - (c) counseling; and
- (3) has or maintains a written, specific, and detailed regimen requiring full-time residence and full-time participation by the Insured;

A Substance Abuse Treatment Facility does not include a unit or wing within a Hospital, a half-way house, a group home, a recovery farm, or any similar facility.

TREATMENT means consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines.

YOU, YOUR means the insured Employee as shown on the Schedule of Benefits.

ELIGIBILITY AND EFFECTIVE DATE

ELIGIBILITY

All:

- (1) Employees who meet the definition of Actively in Service; or
- (2) Employees, or eligible Spouse, or Dependent Children who meet the definition of Eligibility as stated on the Schedule of Benefits,

are eligible to be insured under the Policy. Evidence of insurability acceptable to Us may be required.

ELIGIBILITY OF DEPENDENTS

An eligible Employee may enroll his or her Spouse and/or Dependent Child(ren). An individual cannot be covered as an Employee and a Spouse at the same time. A Dependent Child may only be covered by one Employee if both parents are Employees and covered separately under the Policy.

EFFECTIVE DATE

The Certificate Effective Date for an Employee is shown on the Schedule of Benefits.

The Certificate Effective Date for a Spouse and/or Dependent Child(ren) is the date shown on the Schedule of Benefits subject to the following:

- (1) The Spouse and/or Dependent Child(ren) have applied for coverage and premium is paid;
- (2) The Spouse and/or Dependent Child(ren) are not hospital confined. If the Spouse and/or Dependent Child(ren) are hospital confined, coverage is effective at 12:00 a.m. Standard Time, on the day the Spouse and/or Dependent Child(ren) are no longer hospital confined if otherwise eligible for coverage on the date Your coverage became effective.
- (3) For a dependent eligible on or first acquired after Your Certificate Effective Date:
 - (a) For newborn children and newborn adopted children, the Certificate Effective Date is the moment of birth. We must receive notification of birth within 61 days after the date of birth for coverage to continue for the newborn beyond the 61 day period. For newborn adopted children, a decree of adoption must be entered, unless extended by order of the court, and custody must continue pursuant to the decree of the court.
 - (b) For other adopted children and foster children, the Certificate Effective Date is the date of placement in Your home. For adopted children, a decree of adoption must be entered, and You must continue to have custody pursuant to the decree of the court. We must receive notification of newly adopted children and foster children within 61 days from the date of placement into Your home for coverage to continue for the adopted children and foster children beyond the 61 day period.
 - (c) For a Spouse or any other dependent eligible on or first acquired after Your Certificate Effective Date, the Certificate Effective Date is the date We assign after approving that enrollment form for his or her coverage.

BENEFITS

This section describes the benefits provided by the Policy. Benefits are subject to the terms, conditions, limitations, exclusions, and maximums in the Policy and Certificate, and shown on the Schedule of Benefits. Benefits are not payable for any Sickness or Injury that occurs, or Confinement that begins, prior to the Certificate Effective Date.

HOSPITAL CONFINEMENT BENEFIT

We will pay the benefit shown on the Schedule of Benefits if an Insured is Confined and receiving Treatment in a Hospital due to Sickness or Injury. Confinement in a Hospital must begin while this coverage is in force.

The Benefit Amount payable per day will not exceed the Hospital Confinement Benefit Amount for each day the Insured is Confined, subject to the maximum number of days per Confinement and the maximum number of Confinements per Benefit Year shown on the Schedule of Benefits.

The Hospital Confinement Benefit will not be paid for:

- (1) Emergency Room Treatment;
- (2) outpatient Treatment; or
- (3) Confinement of less than 23 hours in an observation unit.

HOSPITAL ADMISSION BENEFIT

We will pay the Benefit Amount shown on the Schedule of Benefits if an Insured is admitted and Confined to a Hospital due to Sickness or Injury.

The Benefit Amount payable per day will not exceed the Hospital Admission Benefit Amount, subject to the maximum number of days per Benefit Year shown on the Schedule of Benefits.

EMERGENCY ROOM - INJURY BENEFIT

We will pay the Benefit Amount shown on the Schedule of Benefits when an Insured incurs charges for and receives Treatment rendered in an Emergency Room for Injury due to an Accident that result in Hospital Confinement. Treatment for an Injury sustained as a result of the Accident must be received within 72 hours of the Accident.

The Benefit Amount payable per day will not exceed the Emergency Room-Injury Benefit Amount, subject to the maximum number of days per Benefit Year for an Injury shown on the Schedule of Benefits.

LIMITATIONS

PRE-EXISTING CONDITION LIMITATION

We will not pay benefits for charges, services, or supplies incurred as a result of a Pre-Existing Condition within the Pre-Existing Condition Period stated on the Schedule of Benefits.

A claim for benefits diagnosed after the Pre-Existing Condition Period will not be reduced or denied on the grounds that it is caused by a Pre-Existing Condition.

EXCLUSIONS

The Policy does not provide any benefits for the following:

- services or supplies that are not Medically Necessary, even if prescribed, recommended, or approved by a Physician;
- (2) intentionally self-inflicted Injury or suicide attempt while sane or insane;
- (3) voluntary abortion except, with respect to You or Your Dependent Spouse or Domestic Partner:
 - (a) where You or Your Dependent Spouse's or Domestic Partner's life would be endangered if the fetus were carried to term, or
 - (b) where medical complications have arisen from abortion;
- (4) procedures, services, or drugs related to artificial insemination, in vitro or test tube fertilization, including any related testing;
- (5) procedures, services, or drugs for exogenous obesity or weight control;
- (6) services for purchase and fitting of hearing aids;
- (7) services and supplies related to smoking cessation;
- (8) charges for food, food supplements, or vitamins;
- (9) charges related to marriage, family, child, career, social adjustment, pastoral, or financial counseling;
- (10) services related to therapy, supplies, treatment or counseling for sexual dysfunction or inadequacies that do not have a physiological or organic basis; The policy does provide benefits for Medically Necessary treatment, drugs, services or supplies related to gender transition (including gender dysphoria), medically appropriate gender-specific services, and other related dysfunctions;
- (11) procedures, services, or drugs for the reversal of a tubal ligation or a vasectomy;
- (12) charges for rental or purchase of durable medical equipment;
- (13) Injury or Sickness resulting from
 - (a) an act of war, declared or undeclared;
 - (b) active participation in a riot, civil commotion, civil disobedience or unlawful assembly; For purposes of this exclusion, riot means a public act of violence by an unruly mob of three or more people acting together, who are out of control, endangering the physical safety of others and/or themselves, including damage to property. For purposes of this exclusion, participation means the action or state of taking part.
 - (c) loss caused during the commission of a felony for which the Insured has been convicted under state or federal law;
 - (d) participation in a contest of speed in a power driven vehicle, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, hang gliding or any hazardous sports activity for exhibition purposes;
 - (e) air travel, except as a fare-paying passenger on a commercial airline; or
 - (f) No indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in the Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Physician;
- (14) cosmetic surgery or elective surgery except organ donation or Medically Necessary gender reassignment, including any expenses related to Hospital Confinement, unless due to a covered Injury or Sickness;
- (15) any Treatment, drugs, or surgery considered Investigational or Experimental;
- (16) any Injury or Sickness occurring while the Insured is in the service of the Armed Forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the Armed Forces. When the Insured provides Us notice of entering the Armed Forces, We will return to the Insured pro rata any premium paid, less any benefits paid, for any period during which the Insured is in such service;
- (17) an Injury or Sickness for which the Insured receives benefits under Workers' Compensation or

- similar coverage or for which the Insured would receive benefits under Workers' Compensation if the employer had enrolled the Insured for such coverage and the Insured and employer had cooperated in filing a claim under that coverage;
- (18) dental or vision services, including but not limited to treatment, surgery, extractions or x-rays, unless:
 - (a) resulting from an Injury occurring while the Insured's coverage is in force and if performed within 12 months of the date of such Injury;
 - (b) due to congenital disease or anomaly of a newborn Dependent Child;
 - (c) dental services or oral surgery due to excision of impacted third molars, closed or open reduction of fractures, or dislocation of the jaw.
- (19) any charges incurred prior to the Certificate Effective Date or in excess of the Benefit Year Maximums shown on the Schedule of Benefits; or
- (20) pregnancy of a Dependent Child, except Complications of Pregnancy;
- (21) routine examinations, such as health exams, periodic check-ups or routine physicals
- (22) treatment for Mental or Nervous Disorders, unless specifically stated in the Schedule of Benefits; or
- (23) treatment for Substance Abuse, unless specifically stated in the Schedule of Benefits.

TERMINATION OF INSURANCE

Your coverage will terminate on the earliest of:

- (1) the date the Policy is terminated;
- (2) the end of the last period for which premium has been paid in accordance with the Grace Period;
- (3) on the date You cease to be Actively in Service if You are an Employee, as defined in the Policy, except as provided for under the Leave of Absence provision in this Section;
- (4) on the date You no longer meet the requirements for eligibility;

Coverage for an insured Spouse and/or Dependent Child(ren) will terminate the earliest of:

- (1) the date the Policy is terminated;
- (2) the date Your coverage is terminated;
- (3) the end of the last period for which premium has been paid in accordance with the Grace Period;
- (4) the premium due date following the date the Spouse and/or Dependent Child(ren) ceases to meet the definition of Spouse and/or Dependent Child(ren):
- (5) the premium due date following the date We receive Your written request to terminate coverage for Your Spouse and/or Dependent Child(ren);

Termination of Insurance on any Insured shall be without prejudice to his rights as regarding any claim arising prior thereto.

We or the Policyholder may terminate the Policy on any date by written notice mailed or delivered. If We terminate the Policy for a reason other than non-payment of premium, the termination becomes effective on the later of the date stated in the notice or 45 days after We mail or deliver the written notice of such termination. If any portion of the premium due is not paid, the Policy will terminate in accordance with the Grace Period provision. If the Policyholder terminates the Policy, the termination becomes effective on the later of the date stated in the notice or the date We receive the written notice of such termination. If the Policy is terminated, We will promptly refund any unearned premium, or the Policyholder will promptly pay any earned premium which has not yet been paid. Any unearned and earned premium will be calculated on a pro-rata basis.

Termination of the Policy will be without prejudice to the rights of any Insured as respects any claim arising during the period the Policy is in force.

The Policyholder has the sole responsibility to notify You of such termination at least 15 days prior to the date of termination.

COBRA CONTINUATION OF COVERAGE

The coverage may be continued in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). It is the responsibility of the Policyholder to comply with COBRA.

LEAVE OF ABSENCE

Subject to the continued payment of Premiums due, Your coverage may be continued for up to 12 month(s) during a Leave of Absence approved in writing by Your employer.

PREMIUM CALCULATION AND PAYMENT

The Policyholder is responsible for paying all premiums. However, the premiums may be paid by any other party according to a mutual agreement among the other party, the Policyholder and Us.

The first premium is due on the Certificate Effective Date. Premiums after the first are due at the end of the period for which the preceding premium was paid. The due date for any additional premium for a dependent eligible on or first acquired after Your Certificate Effective Date will be 31 days after coverage for that dependent is required to begin.

Premiums may be paid to:

- (1) Our Administrative Office; or
- (2) Our authorized agent.

Payment of premium for a period before it is due will not guarantee that the coverage will remain in effect for that period.

We may change rates, subject to the Policy's Premium Rate Changes provision, not more frequently than once every 12 months. No such change in premium will be made unless 60 days prior notice is given to the Policyholder.

GRACE PERIOD

A grace period of 31 days will be allowed for each premium payment after the first premium. Coverage will remain in effect during the grace period. The coverage under the Policy will terminate as of the last day of the grace period if the premium has not been paid. The Policyholder must still pay all unpaid premium. This includes the premium due for the grace period. No grace period is provided after the Policyholder has given notice of intent to end the Policy.

CLAIM PROVISIONS

NOTICE OF CLAIM: Written notice of claim must be given to Us at the address listed on the first page of the Policy, or to Our designee. Such notice should be made within 30 days after any claim covered by the Policy. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay.

CLAIM FORMS: Claim forms should be used for filing proof of loss. They will be sent to the Insured within 15 days of receipt of notice of claim. If claim forms are not supplied within 15 days, the Insured can give proof as follows:

- (1) in writing;
- (2) setting forth the nature and extent of the claim, including the Physician's diagnosis; and
- (3) within the time stated in the Proof of Loss Provision.

PROOF OF LOSS: Proof of loss must be given to Us within 180 days after the loss. Late proof may be accepted if:

- (1) it was not reasonably possible to give proof in that time; and
- (2) the proof is given within one year from the date proof is otherwise required. This one year limit will not apply in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS: Benefits payable under the Policy will be paid promptly upon receipt of acceptable Proof of Loss.

PAYMENT OF CLAIMS: All benefits will be payable to You unless assigned. Any accrued benefit unpaid at Your death may be paid to Your estate. The Company will be discharged to the extent of any such payment made in good faith.

ASSIGNMENT OF BENEFITS: Benefits under the Policy may be assigned.

PHYSICAL EXAMINATION: We have the right to have the Insured examined as often as is reasonably necessary while a claim is pending. We will pay for such examination.

REIMBURSEMENT OF OVERPAYMENT: As permitted by law, the Insured will be responsible for reimbursing Us for any payment of benefits in excess of the Benefit Year Maximums listed on the Schedule of Benefits. The Insured will also be responsible for reimbursing Us for any overpayment resulting from fraud or an error in claim processing made by the Insured, Us or the plan administrator.

GENERAL PROVISIONS

ENTIRE CONTRACT-CHANGES: The entire contract shall include:

- (1) the Policy;
- (2) the application of the Policyholder;
- (3) the Certificates;
- (4) Your enrollment form, if any, attached to the Certificate; and
- (5) all riders, endorsements and amendments.

The terms of the Policy can be changed only by rider, endorsement or amendment signed by an executive officer of the Company. Any amendment that reduces or eliminates coverage must be requested in writing or signed by the Policyholder. No agent may change the Policy or waive its provisions.

CERTIFICATES: An individual Certificate will be issued for delivery to You. The Certificate will describe:

- (1) the benefits under the Policy;
- (2) to whom benefits will be paid; and
- (3) the limitations and terms of the Policy.

If more than one Certificate is issued under the Policy to You, only the last one issued will be in effect.

If there is a conflict between the Policy and the Certificate, the Policy will control.

ADDITIONAL COVERAGE WITH US: If an Insured is covered by more than one of Our Limited Medical Indemnity Policies or Certificates, We will only pay benefits for covered charges under one Limited Medical Indemnity Certificate. An Insured may choose which Certificate they wish to keep in force by sending Us written notice of their choice. We will return the premiums paid for any of the Insured's other Limited Medical Indemnity Certificates during the period there was more than one Policy or Certificate in force.

LEGAL ACTION: No legal action may be brought to recover under the Policy:

- (1) within 60 days after written Proof of Loss has been furnished as required; or
- (2) more than 3 years from the time written Proof of Loss is required to be furnished.

INCONTESTABILITY:

All statements made by an Insured to obtain coverage under the Policy are considered representations and not warranties.

No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the Insured. In the event of an Insured's death or incapacity, his or her applicable representative shall be given a copy. After two years from an Insured's Certificate Effective Date, no such statement will be used to contest the coverage or deny a claim for loss incurred commencing after the expiration of such two year period.

CLERICAL ERROR: A clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made.

MISSTATEMENT OF AGE: If an age has been misstated on the enrollment form, the benefits will be those the premium paid would have purchased at the correct age.

EXAMINATION OF THE POLICY: The Policy will be available for inspection at the Policyholder's office during regular business hours.