



Ben - Supplement  
Accident & Sickness Hospital Indemnity Plan

We've Got You Covered

CHUBB®

Benedictine University  
Policy # 9908-88-41  
**Underwritten by:**  
Federal Insurance Company

# Accident and Sickness Limited Benefit Cash Insurance

Underwritten by:  
**Federal Insurance Company**  
a member insurer of the  
Chubb Group of Insurance Companies  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889

Administered by:  
**Benefit Partners Group, LLC**  
1850 W. Winchester Road, Suite 103  
Libertyville, IL, 60048

## **Important Notice - Please Read this Description of Coverage Carefully**

As a handy reference guide, please read this document and keep it in a safe place with Your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete provisions are contained in the Policy form ASHIP5000 IL, which can be obtained from the Benedictine University's administrator shown above.

**POLICYHOLDER:** Benedictine University

**GROUP POLICY NO.:** 9908-88-41

**CLASS DESCRIPTION:** All students of the Policyholder who have elected coverage, as well as their Spouse or Domestic Partner and/or Dependent Children, if elected.

## **WHEN DOES MY COVERAGE BECOME EFFECTIVE?**

Subject to payment of premium due, Your insurance becomes effective on the later of the following: 1) on the date the policy is effective which is September 1, 2021; or 2) when We accept the eligible person's enrollment form.

## **WHEN DOES COVERAGE TERMINATE?**

Insurance for a Covered Person automatically terminates on the earliest of: 1) the termination date of this policy; 2) the expiration of the period for which required premium has been paid for such Covered Person; 3) the date on which a person no longer meets the eligibility criteria as a Covered Person; 4) the date the Covered Person requests in writing that coverage be terminated ; 5) the date on which the Covered Person attains age 85; or 6) for any Dependent Covered Person, the date Your insurance terminates.

## **HOW DO I ADD NEWBORN CHILDREN AND ADOPTED CHILDREN IF I AM ALREADY COVERED?**

Newborn Children: A newborn child born to You or Your Spouse / Domestic Partner will become insured under this policy automatically from birth as long as Your coverage was in force on that date. Coverage includes prematurity, congenital defects and birth abnormalities.

The newborn child's coverage will not continue past the 31--day period following birth unless: 1) We are notified by the end of that 31-day period of the addition of such newborn child; and 2) any applicable additional premium is paid.

Adopted Children: A child who has not attained 18 years of age and who is in the custody of the **Insured Person** pursuant to an interim court order of adoption or who has been placed for adoption vesting temporary care of the child in the **Insured Person**, is an adopted child, whether or not a final order granting adoption is ultimately issued. Such adopted child will become insured under the Policy automatically as of the date of interim court order or placement for adoption as long as the **Insured Person's** insurance is in force.

For purposes of this provision, "placed for adoption" and "placement for adoption" means the assumption and retention by a person of the legal obligation for total or partial support of a child in anticipation of the child's adoption.

Coverage for an adopted child will not continue past the 31-day period following placement unless:

- 1) **We** are notified by the end of the 31-day period of the addition of such adopted child; and
- 2) any applicable additional premium is paid.

## **WHAT BENEFITS ARE INCLUDED?**

Benefits are provided in the United States including its territories and jurisdictions.

Benefits are payable based on the Plan Year as follows: Description of Coverage Year

The following benefits are included in Your coverage. Please note that Your covered Spouse or covered Domestic Partner or Your Covered Dependent Child's benefits (if elected) are payable at the same level as Your benefits.

## **HOSPITAL ADMISSION INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay a Hospital Admission Benefit if a Covered Person is admitted to a Hospital and Confined due to Sickness or as the result of an Accident. The Covered Person must become Confined within 1 month after the covered Accident. No benefit will be paid for:

- 1) emergency room treatment;
- 2) outpatient treatment; or
- 3) a stay of less than 20 hours in an observation unit.

The Benefit Amount is shown below.

We will not pay more than the Maximum number of admissions as shown below.

**How much insurance is provided?**

Benefit Amount per Hospital admission: \$1,000

Maximum number of admissions per Plan Year: 1

**IN-HOSPITAL INDEMNITY BENEFIT**

**What Is This Benefit?**

We will pay the daily In-Hospital Benefit Amount shown below, for each day a Covered Person is In-Hospital due to a Sickness or Accident. The first day of a Hospital stay must occur within 30 days of the Accident, causing the Injury.

The In-Hospital Benefit Amount will be paid until the earliest of the date the:

- 1) Covered Person dies;
- 2) Covered Person is no longer In-Hospital; or
- 3) Maximum Number of Days, shown below, has elapsed; or
- 4) Maximum Benefit Amount has been paid.

Retroactive Benefit: If a Covered Person is Confined In-Hospital or in an Intensive Care Unit for treatment of Sickness or Accident after the Elimination Period, We will pay the daily Benefit Amount retroactively to the first day of In-Hospital or Intensive Care Unit Confinement.

We will not pay more than the Maximum Benefit Amount, shown below.

**How much insurance is provided?**

Daily Benefit Amount: \$250

Elimination Period for Sickness: 0 days

Elimination Period for Accident: 0 days

Retroactive Benefit:  yes  no

Maximum Number of Days per Period of Confinement: 180

Maximum Benefit Amount per Plan Year: \$45,000

**What Special Conditions Apply To This Benefit?**

If a Covered Person is initially Confined in a Hospital, before benefits are payable under the policy, the Covered Person must satisfy the Elimination Period which means that the Covered Person must be Confined in a Hospital for the number of consecutive days shown above. If the Period of Confinement starts with Intensive Care Unit Confinement and the Covered Person has satisfied the Elimination Period and then is moved to a regular Hospital room, then no additional

Elimination Period must be satisfied. If the Period of Confinement starts with Intensive Care Unit Confinement and the Covered Person has not satisfied the Elimination Period and then is moved to a regular Hospital room the Elimination Period must be satisfied taking into account both In-Hospital and Intensive Care Unit Confinements.

If a Covered Person is discharged from the Hospital and a different Sickness or Accident causes such Covered Person to be In-Hospital again after 1 day of non-confinement, then We will consider it a new Period of Confinement. If a Covered Person is discharged from the Hospital and readmitted for the same Sickness or Accident as the prior Period of Confinement within 180 days of the prior Period of Confinement's discharge, it will be considered the same Period of Confinement. If it is considered the same Period of Confinement then a Covered Person will not have to satisfy a new Elimination Period but is subject to the same Maximum Number of Days and any Maximum Benefit Amounts shown above for that Sickness or Accident. If it is considered a new Period of Confinement, then a new Elimination Period must be satisfied but the Covered Person is entitled to a new Maximum Benefit Amount.

## **INTENSIVE CARE UNIT INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay the daily Intensive Care Unit Benefit Amount after the Elimination Period both shown below, for each day of Confinement if an Accident or Sickness causes a Covered Person to be Confined in an Intensive Care Unit. This benefit is paid in addition to the In-Hospital Benefit Amount. The first day of Confinement in the Intensive Care Unit must occur within 30 days of the Accident.

The Intensive Care Unit Benefit Amount will be paid until the earliest of the date:

- 1) the Covered Person dies;
- 2) the Covered Person is no longer Confined in an Intensive Care Unit; or
- 3) the Maximum Number of Days, shown below, has elapsed.

**Retroactive Benefit:** If a Covered Person is Confined in an Intensive Care Unit or In-Hospital for treatment of Sickness or Accident after the Elimination Period, We will pay the daily Benefit Amount retroactively to the first day of In-Hospital or Intensive Care Unit Confinement.

We will not pay more than the Maximum Benefit Amount, shown below.

### **How much insurance is provided?**

Daily Benefit Amount: \$500

Elimination Period for Sickness: 0 days

Elimination Period for Accident: 0 days

Retroactive Benefit:  yes  no

Maximum Number of Days per Period of Confinement: 180

Maximum Benefit Amount per Plan Year: \$90,000

**What Special Conditions Apply To This Benefit?**

If a Covered Person is initially Confined in an Intensive Care Unit, before benefits are payable under the policy, the Covered Person must satisfy the Elimination Period which means that the Covered Person must be Confined in an Intensive Care Unit for the number of consecutive days shown above. If the Period of Confinement starts with In-Hospital Confinement and the Covered Person has satisfied the Elimination Period and then is moved to the Intensive Care Unit, no additional Elimination Period must be satisfied. If the Period of Confinement starts with In-Hospital Confinement and the Covered Person has not satisfied the Elimination Period and then is moved to the Intensive Care Unit, the Elimination Period must be satisfied taking into account both In-Hospital and Intensive Care Unit Confinements.

The Intensive Care Unit Benefit Amount will be paid until the earliest of the date:

- 1) the Covered Person dies;
- 2) the Covered Person is no longer Confined in an Intensive Care Unit; or
- 3) the Maximum Number of Days, shown above has elapsed.

A Confinement for a Sickness in an Intensive Care Unit shall not be combined with another Confinement in an Intensive Care Unit for an Accident in determining a Period of Confinement.

If a Covered Person is discharged from the Hospital and a different Sickness or Accident causes such Covered Person to be Confined in an Intensive Care Unit again after 1 day of non-confinement, then We will consider it to be a new Period of Confinement. If a Covered Person is discharged from the Hospital and readmitted to an Intensive Care Unit for the same Sickness or Accident as the prior Period of Confinement within 180 days of the prior Period of Confinement's discharge, it will be considered the same Period of Confinement. If it is considered the same Period of Confinement then a Covered Person will not have to satisfy a new Elimination Period but is subject to the same Maximum Number of Days and any Maximum Benefit Amounts shown above for that Sickness or Accident. If it is considered a new Period of Confinement, then a new Elimination Period must be satisfied but the Covered Person is entitled to a new Maximum Benefit Amount.

## **EMERGENCY ROOM INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay the Emergency Room Benefit Amount, shown below, if an Accident or Sickness causes the Covered Person to require and receive Emergency Medical Care in an emergency room of a Hospital. Treatment must be received within 24 hours of the Accident.

We will not pay more than the Maximum Benefit Amount shown below.

### **How much insurance is provided?**

Per Visit Benefit Amount: \$250

Maximum number of emergency room visits per Plan Year: 2

## **SURGICAL INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay the Surgical Indemnity Benefit if a Covered Person has a Major or Minor Surgical Procedure performed while In-Hospital. The Benefit Amounts are shown below.

If two or more procedures are performed through the same incision or operative field, payment will be made only for the procedure of the larger benefit. If more than one procedure is performed but each through separate incisions or in a separate operative field, the amount payable shall be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

A surgical procedure due to Accident must occur within 30 days of the Accident, causing an Injury.

We will not pay more than the maximum number of Major or Minor Surgical Procedures in a Plan Year as shown below.

How much insurance is provided?

Benefit Amount per In-Hospital Major Surgical Procedure per Covered Person per Plan Year:  
\$2,500

Benefit Amount per In-Hospital Minor Surgical Procedure per Covered Person per Plan Year:  
\$1,000

Maximum Number of In-Hospital Procedures per Covered Person per Plan Year regardless of whether a Major or Minor Surgical Procedure: 1

## **ANESTHESIA INDEMNITY BENEFIT**

### **What Is This Benefit?**

We will pay the Anesthesia Indemnity Benefit for the administration of anesthesia related to a covered surgical procedure, if the Surgical Indemnity Benefit is payable. The Benefit Amount is shown below.

### **How much insurance is provided?**

Benefit Amount per covered Major Surgical Procedure per Covered Person: \$1,000

Benefit Amount per covered Minor Surgical Procedure per Covered Person: \$250

## **GROUND AMBULANCE TRANSPORTATION INDEMNITY BENEFIT**

### **What Is This Benefit?**

If a Covered Person requires the use of an ambulance service by ground for transportation to or from a Hospital or from one Hospital to another Hospital for care and treatment of an Accident or Sickness, We will pay the Ground Ambulance Transportation Benefit Amount shown below. We will not pay more than the Maximum Benefit Amount shown below.

We will not pay more than the maximum number of trips shown below in a Plan Year.

### **How much insurance is provided?**

Per trip Benefit Amount: \$500

Maximum number of ground ambulance trips per Sickness and Accident per Plan Year: 1

## **AIR AMBULANCE TRANSPORTATION INDEMNITY BENEFIT**

### **What Is This Benefit?**

If a Covered Person requires the use of an ambulance service by air for transportation to or from a Hospital or from one Hospital to another Hospital for care and treatment of an Accident or Sickness We will pay the Air Ambulance Transportation Benefit Amount shown below.

We will not pay more than the maximum number of trips shown below in a Plan Year.

**How much insurance is provided?**

Per trip Benefit Amount: \$2,000

Maximum number of air ambulance trips per Sickness and Accident per Plan Year: 1

**PET CARE BENEFIT**

**What Is This Benefit?**

We will pay a benefit for pet care if:

- 1) a Covered Person is Hospital Confined due to Sickness or Accident; and
- 2) requires a Hospital stay for more than 1-6 day; and
- 3) owns a house pet that needs professional care for which a charge is made while he or she is Hospital Confined.

We will pay the expense incurred for daily pet care for each day that the Covered Person is Hospital Confined up to the Benefit Amount as shown below. This benefit is only payable if a Covered Person is In-Hospital or confined in an Intensive Care Unit for which a daily benefit is payable. In addition to any Proof of Loss required under the Claim Proof of Loss provision, We will require receipts for any cost of care. Receipts are not required for daily care under \$25.

We will not pay more than the Maximum Benefit Amount for any one period of In-Hospital Confinement, shown below.

**How much insurance is provided?**

Benefit Amount per day of In-Hospital:	\$100
Maximum Benefit Amount per Period of Confinement:	\$1,000

## ADDITIONAL ACCIDENT BENEFITS

### FRACTURE BENEFIT

#### What Is This Benefit?

We will pay the applicable Benefit Amount if an Accident results in a Fracture as shown below. The Accident must occur while a Covered Person is insured under this policy, while it is in force. The Fracture must be diagnosed as a Fracture by a Physician within 90 days after the Accident. The Fracture requires correction by a Physician. It can be corrected by Open (surgical) or Closed (non-surgical) Reduction.

If a Covered Person sustains more than one Fracture in an Accident, and requires Open or Closed Reduction, payment will be made for all Fractures. However, payment will not exceed more than two times the amount of the bone involved which has the highest Benefit Amount as shown below.

If the Physician diagnoses a Chip Fracture, We will pay a reduced benefit as shown below.

#### How much insurance is provided?

Class: All

<u>Fracture:</u>	<u>Closed/Open Reduction Benefit Amount for each Fracture:</u>
Skull - depressed (except bones of the face or nose) .....	\$500/\$1,000
Skull - simple (except bones of the face or nose) .....	\$400/\$800
Hip or thigh (femur) .....	\$400/\$800
Pelvis (except coccyx), Vertebrae (except processes), Leg (tibia and/or fibula) .....	\$400/\$800
Vertebral processes .....	\$250/\$500
Arm, between shoulder and elbow (shaft) .....	\$400/\$800
Upper Jaw, Maxilla (except Alveolar Process) .....	\$300/\$600
Shoulder blade (scapula), Collarbone (clavicle, sternum) .....	\$300/\$600
Knee cap (patella), Ankle, Foot (except toes) .....	\$250/\$500
Forearm (radius or ulna), hand or wrist (except fingers) .....	\$250/\$500
Lower jaw (except alveolar process) .....	\$250/\$500
Rib .....	\$125/\$250
Bones of face or nose .....	\$125/\$250
Finger, Toe .....	\$75/\$150
Coccyx .....	\$100/\$200

If the Physician diagnoses a Chip Fracture, We will pay 25% of the Closed Reduction amount listed above.

**REDUCTION OF BENEFIT AMOUNT FOR ALL BENEFITS PROVIDED**

**Do Benefits reduce at certain ages?**

If a Covered Person is age 70 or older on the date of a loss covered under this policy, the benefit otherwise payable will be reduced according to the following schedule:

**How much insurance is provided?**

Age on Date of Loss:            Amount of Benefit Amount after Reduction:

70 ..... 50% of the Benefit Amount otherwise payable to the Covered Person

The Benefit Amount cannot be increased by You after age 70.

**WHAT DEFINITIONS APPLY TO MY COVERAGE?**

The following definitions are important to Your benefits:

Accident or Accidental means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 3) occurs while the Covered Person is insured under the policy which is in force; and 4) is the direct cause of loss.

Benefit Amount means the amount stated above for a benefit covered under this policy for a Covered Person.

Chip Fracture means a small chip of a bone being torn away by the tendon or ligament. It is also known as an avulsion fracture.

Class means the categories of Covered Persons described on page 1 of the Description of Coverage.

Company means Federal Insurance Company.

Complications of Pregnancy means conditions which require Hospital stays before the pregnancy ends and whose diagnoses are distinct from but are caused or affected by pregnancy. These conditions are: 1) acute nephritis or nephrosis; and 2) cardiac decompensation or missed abortion; and 3) similar medical and surgical conditions of comparable severity; and 4) non-elective caesarean section; and 5) termination of an ectopic pregnancy; and 6) spontaneous termination when a live birth is not possible. (This does not include elective abortion.)

Confined or Confinement means being admitted to a Hospital to receive inpatient services for which the Covered Person is charged at least one day's room and board by the Hospital. Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient in a Hospital.

Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

Covered Person means You and Your insured Dependents.

Dependent means Your Dependent Child, Your Spouse or Your Domestic Partner.

Dependent Child means Your unmarried child from the moment of birth. The Dependent Child must be: 1) an unmarried dependent child who is a non-military dependent under age 26 and who is a natural or adopted child, step-child, foster child, or child for whom You are a legal guardian and who is primarily dependent on You for support and maintenance; 2) an unmarried child who is a military veteran dependent, who is under age 30 and who is an Illinois resident. To be eligible such veteran must have: a) service in the active or reserve components of the U.S. Armed Forces, including the National Guard; b) received a release or discharge other than a dishonorable discharge; and c) submitted proof of service using a DD2-14 (Member 4 or 6) form, otherwise known as a "Certificate of Release or Discharge from Active Duty." For information on obtaining this form, call the Illinois Department of Veterans' Affairs at 1-800-437-9824 or the U.S. Department of Veterans' Affairs at 1-800-827-1000; or 3) classified as an Incapacitated Dependent Child.

Description of Coverage Year means the consecutive 12-month period starting with the Insured Person's effective date of coverage under this policy and ending on the day before the anniversary date of such effective date.

Domestic Partner means a person designated by You who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who is at least 18 years of age and competent to enter into a contract; is not related to You by blood; has exclusively lived with You for at least 12 consecutive months prior to the date of enrollment; is not legally married or separated; and as of the date of enrollment, has with You at least 2 of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution. Neither You nor the Domestic Partner can be married to, nor in a civil union with, anyone else.

Elimination Period means the consecutive amount of time, shown above (if applicable), that must elapse before a Benefit Amount becomes payable. The Elimination Period begins on the first day of a Covered Person's In-Hospital Confinement.

Emergency Medical Care means the sudden onset of a medical condition due to Accident or Sickness for which the Covered Person seeks immediate medical care at the nearest available facility. The condition must be one that manifests itself by acute symptoms that are sufficiently severe that, without immediate medical attention, could reasonably be expected to result in: placing the Covered Person's health in serious jeopardy; serious impairment of bodily functions; or serious dysfunction of any bodily organ or part.

Experimental or Investigational means the service, supply, care or treatment has not been demonstrated in scientifically valid clinical trials and research studies to be safe and effective for a particular indication and has not been approved or accepted as essential to the treatment of an Accident or Sickness by any of the following: 1) The American Medical Association 2) The United States Surgeon General 3) The United States Department of Public Health 4) The National Institutes of Health Medicare

Fracture means a break in a bone which can be seen by X-ray.

Hospital means a public or private institution which: 1) is licensed in accordance with the laws of the jurisdiction where it is located; 2) is accredited by the Joint Commission on Accreditation of Hospitals; 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients; 4) provides organized facilities for diagnosis and medical or surgical treatment; 5)

provides 24-hour nursing care; 6) has a Physician or staff of Physicians; and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts. Hospital includes a Rehabilitation Facility except a facility that is exclusively a treatment facility for alcoholism or drug or substance abuse or a detoxification facility.

Immediate Family Member means Your 1) Spouse or Domestic Partner; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. Immediate Family Member also means a Spouse's or Domestic Partner's children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on You for support and maintenance. The incapacity must have occurred while the child was: 1) under the age of 26 if non-military; or 2) under the age of 30 if military.

In-Hospital means registered as an in-patient and Confined to a Hospital while being treated by a Physician. In-Hospital does not include confinement solely for convalescent or nursing care.

Intensive Care Unit means only that specifically designated facility of the Hospital that provides the highest level of medical care. It is restricted to patients who are critically ill or injured. The Intensive Care Unit must be listed in the current edition of the American Associate Guide or eligible to be listed therein. This guide lists three types of facilities that meet the definition of Intensive Care Unit: 1) Intensive Care Unit; 2) Cardiac Intensive Care Unit; and 3) Infant (neonatal) Intensive Care Unit.

Major Surgical Procedure means a surgical procedure required to treat an Accident or Sickness that requires general anesthesia with respiratory assistance.

Mental Illness means those illnesses classified as disorders in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association that is current as of the date services are rendered to a Covered Person. For purposes of the policy, Mental Illness does not include alcoholism or drug or substance abuse.

Minor Surgical Procedure means a surgical procedure required to treat an Accident or Sickness that requires general anesthesia but no respiratory assistance.

Period of Confinement means a period of consecutive days of In-Hospital from the date the Covered Person is admitted to the Hospital until the date of discharge. The Period of Confinement must be for at least one 24 hour period. A Confinement for a Sickness shall not be combined with another Confinement for an Accident in determining a Period of Confinement.

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include: 1) the Covered Person; 2) an Immediate Family Member; 3) the Covered Person's employer or business partner; or the Policyholder.

Plan Year means the 12 month period of time used to determine how benefits are paid. The Plan Year is September 1<sup>st</sup> 2018 – September 1<sup>st</sup> 2019?

Policyholder means the entity identified in the Insuring Agreement.

Pre-existing Condition means a Sickness for which, in the 6 months before the Covered Person becomes insured under the policy medical advice, treatment or care was sought by the Covered Person, or, was recommended by, prescribed by or received from a Physician.

Proof of Loss means written evidence acceptable to Us that an Accident or Sickness has occurred that results in a loss covered under this Policy.

Rehabilitation Facility means a public or private institution which: 1) is licensed in accordance with the laws of the jurisdiction where it is located; 2) is accredited by either the Joint Commission on Accreditation of Health Care Organizations or the Commission on the Accreditation of Rehabilitation Facilities; 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients; 4) provides organized facilities for the rehabilitation of physical disabilities; 5) provides 24-hour nursing care; 6) has a Physician or staff of Physicians; and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

Sickness means a physical illness or disease or Mental Illness that begins while the policy is in force and is not a Pre-existing Condition. Sickness includes Complications of Pregnancy. All Sicknesses due to the same or a related cause are considered one Sickness.

Spouse means Your husband or wife who is recognized as such by the laws of the jurisdiction in which You reside. A covered Spouse is a Covered Person.

Subsidiary means any organization in which: 1) more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the Policyholder; or 2) the Policyholder exercises management control.

We, Us and Our means Federal Insurance Company.

You, Your means an eligible Member who has enrolled for insurance under this Policy and paid the premium due.

## **WHAT IS NOT COVERED?**

This insurance does not apply to any loss that is directly caused by or resulting from:

- 1) any Accident directly caused by or resulting from, the Covered Person entering, flying or exiting any aircraft while acting or training as a pilot or crew member. This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.
- 2) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to cosmetic surgery resulting from an Accident if initial treatment of the Covered Person is begun within 12 months of the date of the Accident or to treat congenital defects in covered newborns.
- 3) any service, supply or care that is Experimental or Investigational.
- 4) any Accident directly caused by or resulting from, a Covered Person's participation in scuba diving to depths of more than 130 feet; skydiving; hang-gliding or para-gliding; parascending other than over water; bungee jumping; mountaineering or rock climbing normally requiring the use of guides or ropes; or caving.

- 5) any Accident or Sickness directly caused by or resulting from, the Covered Person's commission or attempted commission of a felony or being engaged in an illegal occupation.
- 6) immunization shots and routine examinations including: health exams; periodic check-ups; pre-marital exams; and routine physicals, except as otherwise covered under the policy.
- 7) any Accident or Sickness directly caused by or resulting from any occurrence while the Covered Person is incarcerated.
- 8) sex changes or the reversal of tubal ligation and vasectomies, artificial insemination, in vitro fertilization, and test tube fertilization, including any related testing, medications, or Physician's services, unless required by law.
- 9) any Accident directly caused by or resulting from, the Covered Person being intoxicated, at the time of an Accident. Intoxication is defined by the laws of the jurisdiction where such Accident occurs.
- 10) Alcoholism or drug or substance abuse. In addition, the insurance does not apply to any confinement in a detoxification facility or drug or alcohol rehabilitation facility that is not also a Hospital or part of a Hospital.
- 11) any Accident or Sickness directly caused by or resulting from, the Covered Person being under the influence of any narcotic or other controlled substance at the time of the loss. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a Physician.
- 12) Sickness caused by or resulting from a Covered Person's Pre-existing Condition if the Sickness occurs during the first 12 months that a Covered Person is insured under this policy.
- 13) pregnancy, except a Complication of Pregnancy;
- 14) pregnancy of a Dependent Child, unless required by law.
- 15) any Accident directly caused by or resulting from, the Covered Person participating in any professional sporting activity for which the Covered Person received a salary or prize money.
- 16) any rest care or custodial care or treatment for any Accident or Sickness.
- 17) any Accident directly caused by or resulting from, the Covered Person being engaged in or participating in a motorized vehicular race or speed contest.
- 18) any Accident directly caused by or resulting from, the Covered Person traveling or flying on any rocket propelled or rocket launched conveyance.
- 19) any Accident or Sickness directly caused by or resulting from, the Covered Person participating in military action while in active military service with the armed forces of any country or established international authority.
- 20) related to the Covered Person's suicide, attempted suicide or intentionally self-inflicted injury.
- 21) voluntary abortion, except with respect to You or Your covered Spouse or Domestic Partner where such person's life would be endangered if the fetus were carried to term.
- 22) any Accident or Sickness directly caused by or resulting from, war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.
- 23) routine newborn well baby care, including routine nursery charges.
- 24) Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit or which are payable under Occupational Disease Law, Workers Compensation or similar law, whether or not application for such benefits have been made.

## **ARE THERE IMPORTANT THINGS TO KNOW WHEN FILING A CLAIM?**

Yes, these are the Claim Provisions:

Answers to specific questions can be obtained by writing the Plan Administrator. **To submit a claim please contact the Claims Administrator.**

Administrative Concepts, Inc. (ACI)  
994 Old Eagle School Road  
Suite 1005  
Wayne, PA 19087

**Call Toll Free: 888-293-9229**

**Select option "2" to file a claim or to inquire about claim status.**

Please reference policy # 9908-37-36

If you have any questions regarding benefits available under the Plan, claim procedures, status of submitted claim or payment of a claim, call, email or visit the website:

Email: [aciclaims@visit-aci.com](mailto:aciclaims@visit-aci.com)

Website: [www.visit-aci.com](http://www.visit-aci.com)

Fax: 610-293-9299

### **Notice of Claim:**

Written Claim Notice must be given to Us or any of Our brokers or appointed agents within 20 days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Covered Person and Policyholder. Failure to give Claim Notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

### **Claim Forms:**

When We receive notice of a claim, We will send the Covered Person or the Covered Person's designee, within 15 days, forms for giving Proof of Loss to Us. If the Covered Person or the Covered Person's designee does not receive the forms, then the Covered Person or the Covered Person's designee should send Us a written description of the loss. This written description should include information detailing the occurrence, type and extent of the loss for which the claim is made.

### **Claim Proof of Loss:**

Complete Proof of Loss must be given to Us within 90 days after the date of the loss, or as soon as reasonably possible.

We have a right to examine under oath, as often as We may reasonably require, the Covered Person, the Policyholder, the beneficiary, or the Covered Person's authorized representative. We may also require the Covered Person, the Policyholder or the beneficiary to provide a signed description of the circumstances surrounding the loss and their interest in the loss. The Covered

Person, the Policyholder and the beneficiary will also produce all records and documents requested by Us and will permit Us to make copies of such records or documents.

**Claim Payment:**

We will pay the Covered Person, beneficiary, or the Covered Person's assignee the applicable Benefit Amount within 30 days after We receive complete Proof of Loss if the Covered Person, the Policyholder and beneficiary, where applicable, have complied with all the terms of the policy.

**Claim and Suit Cooperation:**

In the event of a claim under this policy, the Policyholder, the Covered Person or the beneficiary, if applicable, must fully cooperate with Us in Our handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that We may require. If We are sued in connection with a claim under this policy, then the Policyholder, the Covered Person or the beneficiary must fully cooperate with Us in the handling of such suit. The Policyholder, the Covered Person or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without Our prior written consent.

**ARE THERE ANY OVER-ARCHING PROVISIONS THAT I SHOULD KNOW ABOUT?**

Yes, these are the general provisions. The following provisions apply to the Covered Persons:

**Beneficiary:**

A) Designation

A Covered Person has the right to designate a beneficiary. Notwithstanding, You shall have the sole right to designate a beneficiary for any Dependent Child who is a minor. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the Policyholder; and
- 3) provided to Us at the time of claim; or
- 4) at such other time as We may require.

B) Change

The Covered Person, and no one else, unless there is an irrevocable assignment, or such Covered Person is a minor or incapable of giving a valid release, has the right to change the beneficiary except as set forth above. The Covered Person does not need the consent of anyone to do so. All beneficiary changes must be:

- 1) in writing;
- 2) filed with the Policyholder; and
- 3) provided to Us at the time of claim or at such other time as We may require.

We do not assume any responsibility for the validity of these changes.

C) Payment

The Benefit Amount for Loss of Life covered under this policy will be paid to the beneficiary designated by a Covered Person. Any Benefit Amount payable due to the Loss of Life of a Dependent Child will be paid to You, absent any beneficiary designation by the Dependent Child.

If a You have or a Covered Person in the case of a minor child or person who is incapable of giving a valid release has not chosen a beneficiary or if there is no beneficiary alive when the Covered Person dies, then We will pay the Benefit Amount for Loss of Life to the first surviving party in the following order:

- 1) Your Spouse or Domestic Partner;
- 2) in equal shares to Your surviving children;
- 3) in equal shares to Your surviving parents;
- 4) in equal shares to Your surviving brothers and sisters;
- 5) Your estate.

All other Benefit Amounts are paid to You, unless otherwise directed by You or Your designee, unless otherwise noted in this policy. If You are incapable of giving a valid release for benefits payable, We will pay benefits to the Your designee or personal representative.

If any beneficiary has not reached the legal age of majority, then We will pay such beneficiary's legal guardian.

**Grace Period:**

The Policyholder is entitled to a grace period of 31 days from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. We are not required to provide notification of such termination.

**Compliance by Policyholder and Covered Person :**

We have no duty to provide insurance under this policy unless the Policyholder, the Covered Person and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

**Concealment or Fraud:**

Subject to the "Time Limit on Certain Defenses" provisions, insurance under this policy is void if:

- 1) the Policyholder or any Covered Person has intentionally concealed any material fact or made a material misrepresentation relating to this policy before or after a loss;
- 2) the Policyholder or any Covered Person has intentionally concealed any material fact or made a material misrepresentation relating to a loss or benefit otherwise payable; or
- 3) the Policyholder or any Covered Person files a false report of a loss.

**Assigned Payment of Benefits:**

You may assign payment of benefits by notifying Us in writing on a form acceptable to Us of the assignment. We assume no responsibility for the validity or effect of an assignment.

**Governing Jurisdiction and Conformance with Statutes:**

This policy is governed by the laws of the jurisdiction in which it is delivered to the Policyholder. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a Description of Coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the Description of Coverage is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

**Legal Action Against Us:**

No legal action may be brought to recover on this policy until 60 days after We have been given complete Proof of Loss. No such action may be brought after 3 years from the time complete Proof of Loss is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will We be liable for benefits that are not payable under the terms of this policy or that exceed the applicable Benefit Amounts or limits of insurance of this policy.

**Liberalization:**

If We adopt any changes:

- 1) within 45 days prior to the policy effective date shown in the WHEN DOES MY COVERAGE BECOME EFFECTIVE? Section above; or
- 2) during the Plan Year,

which broaden this insurance without an additional premium charge, then the Covered Person will automatically receive the benefit of the broadened insurance.

**Misstatement of Age:**

If the age of a Covered Person has been misstated, We will make an equitable adjustment of the premium and benefits. The premium will be the difference between the premiums paid and the premiums that would have been paid at the Covered Person's true age. If coverage would not have been provided, We will refund the premiums paid for such insurance on and terminate the insurance, if no benefits have been paid. Benefits payable will be based on the correct age and premium paid.

**Physical Examination and Autopsy:**

We have the right to have the Covered Person examined by a Physician approved by Us, as often as reasonably necessary while a claim is open. We may also have an autopsy done by a Physician, unless prohibited by law. Any examinations or autopsies that We require will be done at Our expense.

**Time Limit on Certain Defenses:**

In the absence of fraud, statements made by a Covered Person are deemed representations and not warranties. After two years from the Covered Person's effective date of coverage, no misstatements, except fraudulent misstatements, on the Covered Person's enrollment form may be used to:

- 1) void this coverage; or
- 2) deny or reduce any claim for loss that occurs after the two-year period.

If a Covered Person receives an increase in any Benefit Amount, an additional two year time limit period will apply to the increase in benefits only.

**Workers' Compensation:**

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.