5 Star Life Insurance Company, a Lincoln, Nebraska company
Administrative Office: P.O. Box 83043, Lincoln, NE 68501-3043 • 1-866-863-9753 • www.5starlifeinsurance.com

5 STAR LIFE INSURANCE COMPANY
GROUP HOSPITAL INDEMNITY INSURANCE CERTIFICATE

This **Certificate**, which is part of the **Policy**, is issued to **You** under the **Policy**. The **Policy** is a contract between **Us** and the **Policyholder**. The **Policy** alone makes up the agreement under which insurance coverage is provided and benefits are determined. If the terms and provisions of this **Certificate** are different from the **Policy**, the **Policy** will govern. The **Policy** may be inspected at the office of the **Policyholder** during normal business hours.

The **Policy** was delivered in and is governed by the laws of the State of Texas and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments. Coverage under the **Policy** is issued in consideration of your enrollment form or other form of application, the payment of the first premium, and other eligibility requirements as defined by this **Certificate**. This **Certificate** replaces all certificates and certificate riders, if any, previously issued to **You** under the **Policy**.

The **Policy** and this **Certificate** may be changed in whole or in part or cancelled by agreement between **Us** and the **Policyholder**. Such an action may be taken without the consent or notice to **You** or anyone covered under the **Policy**. Only an authorized officer at **Our Home Office** can approve a change. The approval must be in writing and endorsed on or attached to the **Policy**. No other person, including an agent, may change the **Policy** or **Certificate** or waive any of its provisions. Premiums are subject to change.

The **Policy** is administered on **Our** behalf by the **Policy Administrator**. If **You** have questions regarding **Your Certificate**, **You** may contact the **Policy Administrator** at:

NTT Data
777 Research Drive
Lincoln, NE 68521

Group Hospital Indemnity

Contributory Coverage

IN WITNESS WHEREOF, **We** have executed the **Policy** at Alexandria, Virginia.

Secretary

President

READ THIS CERTIFICATE CAREFULLY. The **Primary Insured** has a 30-day right from receipt to examine this **Certificate**. If the **Primary Insured** is not satisfied, it may be returned to **Us** within 30 days from receipt of this **Certificate**. In that event, **We** will consider it void from the **Primary Insured's Effective Date** and any premiums paid will be refunded. Any claims paid under the **Policy** during the initial 30-day period will be deducted from the refund.

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

THIS CERTIFICATE MAY BE SUBJECT TO A PREMIUM INCREASE OR NON-RENEWAL ON ANY POLICY ANNIVERSARY, AND INSURED COVERAGE MAY END DUE TO ATTAINMENT OF A SPECIFIED AGE.

THIS CERTIFICATE PROVIDES LIMITED ACCIDENT AND SICKNESS BENEFITS AND OTHER

FIXED INDEMNITY BENEFITS THAT ARE A SUPPLEMENT TO MAJOR MEDICAL COVERAGE. THIS CERTIFICATE IS NOT A SUBSTITUTE FOR ESSENTIAL HEALTH BENEFITS COVERAGE AS DEFINED IN FEDERAL HEALTH LAW. THIS CERTIFICATE DOES NOT PROVIDE MEDICARE SUPPLEMENT COVERAGE. INSUREDS ELIGIBLE FOR MEDICARE SHOULD REVIEW THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE AVAILABLE FROM US. THIS CERTIFICATE CONTAINS CERTAIN PROOF OF LOSS REQUIREMENTS, LIMITATIONS, EXCLUSIONS, AND OTHER PROVISIONS THAT MAY REDUCE BENEFITS OR PREVENT AN INSURED FROM RECEIVING BENEFITS UNDER THIS CERTIFICATE. PLEASE READ YOUR CERTIFICATE CAREFULLY.

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CERTIFICATE SPECIFICATIONS

I. POLICY INFORMATION

Policyholder: TWU Local 556

Policy Number: 03038

Policy Effective Date: August 1, 2021

Policy Anniversary: August 1

State of Issue: Texas

II. ELIGIBLE CLASSES

All **Members** scheduled (but not required) to work a minimum of 20 hours per week. **Spouses** and **Dependent Children** of such **Members** are also eligible.

SCHEDULE OF BENEFITS

The benefits payable for a **Covered Loss** are listed below, subject to all other terms and provisions of this **Certificate**.

PLAN #1 (HI1) BENEFITS

	Benefit Amount		
Confinement Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
First Day Hospital Confinement	$1,000	$1,000	$1,000
Rehabilitation Unit Confinement	$100	$100	$100
	Benefit Amount		
Outpatient Treatment Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
Observation Room Treatment	$100	$100	$100
	Benefit Amount		
Surgical Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
Outpatient Surgery			
Hospital or ASC	$500	$500	$500
	Benefit Amount		
Additional Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
Minor Diagnostic	$50	$50	$50
Major Diagnostic	$250	$250	$250
Invasive Diagnostic	$250	$250	$250
	Benefit Amount		
Health & Wellbeing Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
Health Screening	$50	$50	$50
Cancer Screening	$50	$50	$50
Mammography Screening	$50	$50	$50
Post-Traumatic Stress Disorder	$250	$250	$250
Maximum Number of Health & Wellbeing Benefits	1 per Insured per **Plan Year** 7 per Family per **Plan Year**		

PLAN #2 (HI2) BENEFITS

	Benefit Amount		
Confinement Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
First Day Hospital Confinement	$1,000	$1,000	$1,000
Daily Hospital Confinement (Day 2 Forward)	$100	$100	$100
Rehabilitation Unit Confinement	$100	$100	$100
	Benefit Amount		
Outpatient Treatment Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
Observation Room Treatment	$100	$100	$100
	Benefit Amount		
Surgical Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
Outpatient Surgery			
Hospital or ASC	$750	$750	$750
	Benefit Amount		
Additional Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
Minor Diagnostic	$50	$50	$50
Major Diagnostic	$500	$500	$500
Invasive Diagnostic	$500	$500	$500
	Benefit Amount		

Health & Wellbeing Benefits	**Primary Insured**	**Spouse**	**Dependent Child(ren)**
Health Screening	$50	$50	$50
Cancer Screening	$50	$50	$50
Mammography Screening	$50	$50	$50
Post-Traumatic Stress Disorder	$250	$250	$250
Maximum Number of Health & Wellbeing Benefits	1 per Insured per **Plan Year** 7 per Family per **Plan Year**		

DEFINITIONS

Active Employment

You are working for earnings that are paid regularly and are performing the **Material and Substantial** duties of **Your Regular Occupation**. **You** must be working at least the minimum number of hours as determined by the **Policyholder**.

Your work must be performed at:

1. the **Policyholder's** usual place of business;
2. an alternative work site at the direction of the **Policyholder**;
3. or a location to which **Your** job requires **You** to travel.

Normal vacation and holidays are considered **Active Employment** provided **You** are in **Active Employment** on the last scheduled workday preceding such time off. If vacation days or paid time off are used to cover **Disability**, **Sickness** or **Injury**, those days are not considered **Active Employment**.

Activities of Daily Living

1. Bathing: washing oneself by sponge bath or in the tub or shower, including the task of getting into or out of the tub or shower;

2. Dressing: putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;

3. Eating: feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by feeding tube or intravenously;

4. Transferring: moving into and out of bed or a wheelchair;

5. Toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;

6. Continence: the ability to maintain control of bowel and bladder function or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).

Administrative Office

The office of the **Policy Administrator**.

Ambulatory Surgical Center

A licensed healthcare facility, separate from a **Hospital**, equipped for **Physicians** to perform **Surgeries** on an individual as an **Outpatient**. An **Ambulatory Surgical Center** must:

1. be under the direct supervision of a **Physician**;
2. provide anesthesia administered by a licensed anesthesiologist or licensed nurse anesthetist; and
3. have agreements in place with one or more local **Hospitals** to immediately accept patients who develop complications.

Cancer Test

Any of the following:

1. CA15-3 blood test for breast cancer;
2. CA 125 blood test for ovarian cancer;
3. CEA blood test for colon cancer;
4. colonoscopy;
5. double contrast barium enema;
6. pap smear (including ThinPrep);
7. PSA test;

8. serum protein electrophoresis (blood test for myeloma);
9. testicular ultrasound;
10. cancer genetic mutation test (BRCA);
11. skin cancer screening;
12. biopsies for cancer; or
13. Lymphocyte Genome Sensitivity Test (LGS) (universal blood test for cancer).

Certificate This document, which explains the insurance benefits provided, to whom and how benefits are payable, and limitations and exclusions that apply to coverage.

Childbirth Birth of a child by routine vaginal delivery or elective cesarean section.

Complications of Pregnancy Abnormal conditions or concurrent diseases, whether or not a pregnancy is terminated, that significantly affect the pregnancy's usual medical management. A complication may exist during the pregnancy, during the birth, or after the birth. **Complications of Pregnancy** includes non-elective cesarean section.

Complications of Pregnancy does not include: elective caesarean section unrelated to a diagnosed complication of pregnancy; false labor; morning sickness; multiple gestation pregnancy; occasional spotting; **Physician** prescribed rest during pregnancy; pre-eclampsia; any similar condition(s) associated with a difficult pregnancy but not considered a classifiable, distinct complication of pregnancy; or any other condition associated with pregnancy but has not been diagnosed by a **Physician** as a complication of pregnancy as defined.

Confined or Confinement Assignment to a bed in a medical facility for a period of at least 20 consecutive hours.

Confined Elsewhere A **Dependent** is unable to perform the normal functions of daily living unaided or leave their home or other place of residence without assistance.

Covered Accident A sudden, unforeseeable, and unexpected event that causes **Injury** to an **Insured**, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition. A **Covered Accident** must occur while the **Insured** is covered under this **Certificate** and must not be excluded or limited by name, description, or any other provision of this **Certificate**.

Covered Loss A loss for which benefits are payable under this **Certificate**.

Covered Sickness A **Sickness** which:

1. occurs while coverage is in force;
2. is diagnosed by a **Physician**, **Medical Professional**, or **Mental Health Professional**; and
3. is not excluded or limited by name, description, or any other provision of this **Certificate**.

Complications of Pregnancy or **Childbirth** will be treated as any other **Covered Sickness**. **Covered Sickness** will also include any prenatal diagnosis of a **Sickness** for a newborn.

Custodial Care Non-medical care, either at home or in a nursing or assisted-living facility, that

1. helps a person with **Activities of Daily Living** or the self-administration of medication; and
2. Does not require the constant attention of medical personnel.

Dependent(s) A **Primary Insured**'s **Spouse** and **Dependent Child(ren)**.

Dependent Child(ren) Any unmarried child under the age of 26 that is:

1. a **Primary Insured**'s or **Spouse**'s natural child, legally adopted child, or stepchild;
2. a child placed into the **Primary Insured**'s or **Spouse**'s custody for adoption (regardless of whether the adoption has become final), or a child for which the **Primary Insured** or **Spouse** has filed a petition to adopt;
3. a child for whom the **Primary Insured** or **Spouse** is ordered by a court or administrative order to provide coverage regardless of whether he/she is the custodial or non-custodial parent; or
4. a **Primary Insured's** grandchild if claimed as a dependent on the **Primary Insured's** federal tax return as of the date the grandchild's application for coverage is submitted to **Us**.

Coverage for an unmarried child age 26 or older will not terminate due to the child's age if all of the following conditions are met:

1. the child is incapable of self-sustaining employment because of a mental or physical impairment;
2. the child is chiefly dependent on the **Primary Insured** or **Spouse** for financial support and maintenance; and
3. proof has been provided of his/her impairment upon **Our** request. Such proof will be required at the time of claim. Such proof subsequently may be required not more frequently than annually after the 2-year period following the child's attainment of the limiting age.

Disabled or Disability

The **Insured** is unable, because of an **Injury** or **Sickness**, to perform the **Material and Substantial** duties of any occupation for which he or she is qualified by reason of education, experience or training.

Emergency Care

Bona fide emergency services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

1. placing the patient's health in serious jeopardy;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

Emergency Care is a covered service. The benefit payable may vary by the place of service.

Emergency Room

A specified area within a **Hospital**, or standalone facility that is affiliated with a **Hospital**, designated for the **Emergency Care** of **Injuries** or **Sicknesses**. This area must:

1. be staffed and equipped to handle trauma;
2. be supervised and have **Treatment** provided by **Physicians**; and
3. provide care seven days per week, 24 hours per day.

Enrollment Period

A time period determined by the **Policyholder** and **Us** during which **You** are eligible to enroll for or change **Your** coverage. This time period may be limited.

Enrollment Period Effective Date

A date determined by the **Policyholder** and **Us** upon which coverage will begin or change when **You** elect to enroll in or change coverage during an **Enrollment Period**. There may be a time period following the end of the **Enrollment Period** and the **Enrollment Period Effective Date** during which **You** will not be covered.

Family Member

An **Insured's Spouse** (current and former); domestic partner (or equivalent); child;

sibling; parent; grandparent; grandchild; aunt; uncle; first cousin; nephew; niece; or the spouse or domestic partner (or equivalent) of such individuals. This includes adopted, in-law and step-relatives, and anyone living in the **Insured's** household.

Home Office

Our office at P.O. Box 83043, Lincoln, NE 68501-3043.

Hospice Care

Specialized care, medical services and emotional support for an **Insured** who is in the last stages of a terminal **Sickness**, focusing on comfort and quality of life rather than recovery.

Hospice Facility

An appropriately licensed healthcare facility, or a distinct unit within a **Hospital** or other institution, which:

1. provides **Hospice Care** and related services 24 hours per day, 7 days per week;
2. is under the direct supervision of a **Physician** and has a **Physician** or **Medical Professional** available at all times; and
3. is not mainly a place for care of the aged/elderly, care of persons with **Substance Abuse** issues/disorders, care of persons with **Mental and Nervous Disorders**, or a hotel or similar establishment.

Confinement in a **Hospice Facility** must follow certification by a **Physician** or hospice medical director that an **Insured** is terminally ill with less than 6 months to live if the **Sickness** runs its normal course. This definition does not include a nursing home, **Rehabilitation Unit**, **Skilled Nursing Facility** or swing bed hospital authorized to provide, and be paid for, extended care services.

Hospital(s)

A licensed institution supervised by **Physicians** and operated pursuant to law on a full-time basis. The **Hospital** must:

1. provide overnight care to people with **Injuries** or **Sicknesses**;
2. provide 24-hour nursing service by or under the supervision of registered nurses (RNs); and
3. have **X-Ray** equipment, a laboratory, and a surgical operating room at its location(s) or has a contract with another **Hospital** for these services.

Hospital does not include:

1. a nursing home, rest home, convalescent home, home for the aged, or an assisted living facility;
2. a facility which primarily provides **Hospice Care**;
3. facilities or a wing/ward of a **Hospital** affording primarily custodial, educational or **Rehabilitation Care Services**; or
4. facilities or a wing/ward of a **Hospital** primarily for the care and **Treatment** of persons with **Substance Abuse** issues/disorders and/or **Mental or Nervous Disorder(s)**.

Injury or Injuries

Any damage or harm to the body that is the direct result of an accident. All **Injuries** sustained in one accident, including all related conditions and recurring symptoms of the **Injuries**, are considered one **Injury**.

Inpatient

An **Insured** who is **Confined** and charged at least one day's room and board by a medical facility. The requirement that an **Insured** be charged by the medical facility does not apply to **Confinement** in a Veteran's Administration (VA) Hospital or other federal government hospital.

Insured

You and any **Dependent(s)** currently covered under the **Policy** and this **Certificate**.

Intensive Care Unit (ICU)

A specifically designated area of the **Hospital** that is restricted to patients who are critically ill or injured and who require intensive, comprehensive observation and

care. The **Intensive Care Unit (ICU)** must:

1. be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient **Confinement**;
2. be permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
3. be under close observation by a specially trained nursing staff assigned exclusively to the **ICU** on a 24-hour basis; and
4. have a **Physician** assigned to the **ICU** on a full-time basis.

An **Intensive Care Unit** may include **Hospital** units with the following (or similar) names: burn unit; critical care unit; neonatal intensive care unit; or transplant unit.

An **Intensive Care Unit** is not any of the following step-down units: intermediate care unit; modified/moderate care unit; **Observation Unit**; progressive care unit; or sub-acute intensive care unit.

Intensive Care Unit does not include a private monitored room.

Invasive Diagnostic Exam

A biopsy, colonoscopy, endoscopy, ultrasound, venography, arthroscopy, bronchoscopy, cystoscopy, esophogascopy, gastroscopy, laparoscopy, tracheoscopy, laryngoscopy, and proctosiamoidoscopy.

Lab Test(s)

A laboratory study of human blood, bodily tissues or fluids, such as a blood chemistry or urinalysis. This definition does not include any **Major Diagnostic Exam** or **X-Ray**.

Major Diagnostic Exam

Electroencephalogram (EEG) tests and Computerized Tomography (CT or CAT), Magnetic Resonance Imaging (MRI), Single-Photon Emission Computed Tomography (SPECT), or Positron Emission Tomography (PET) scans. This definition does not include any **Lab Test** or **X-Ray**.

Material and Substantial

Routinely required for the performance of **Your Regular Occupation** and cannot be reasonably omitted or modified.

Medical Professional

A person who is not a **Physician** but is appropriately licensed to provide some medical care and **Treatment**, including a nurse practitioner (NP/APRN), physician's assistant (PA) or registered nurse (RN). The **Medical Professional** must be acting within the scope of his/her license, relevant board certifications, and qualifications. If required by law, the **Medical Professional** must be under the supervision of a **Physician**.

Medically Necessary

A **Treatment**, service or supply which is broadly accepted by the medical profession as appropriate and essential in the diagnosis or **Treatment** of the **Covered Accident** or **Covered Sickness** and is based on generally recognized and accepted standards of health care. A determination of whether **Treatment** is **Medically Necessary** must be made by a **Physician** or **Medical Professional** acting within the scope of his/her license, relevant board certifications, and qualifications**.**

Member

A registered, paying member of the **Policyholder.**

Mental and Nervous Disorders Facility

An appropriately licensed healthcare facility, or a distinct unit within a **Hospital** or other institution, which:

1. specializes in psychiatric care for **Mental and Nervous Disorders**;
2. is under the direct supervision of a **Physician**;
3. has a planned program of policies and procedures developed with and periodically reviewed by one or more **Physicians**; and
4. is not mainly a place for rest, **Custodial Care**, care of the aged/elderly, care of persons with **Substance Abuse** disorders/issues, or a hotel or similar

establishment.

Confinement in a **Mental and Nervous Disorders Facility** must be at the direction of a **Physician**.

Mental or Nervous Disorder(s) A psychiatric or psychological condition classified in the most recent Diagnostic and Statistical Manual of Mental Health Disorders (DSM) published by the American Psychiatric Association (APA), as of the date such condition is diagnosed. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the APA as of the date such condition is diagnosed. If the APA no longer publishes a diagnostic manual or the APA ceases to exist, we will use a comparable diagnostic manual.

This definition does not include conditions, diseases, or disorders for which the primary diagnosis is attributable to **Substance Abuse**.

Mental Health Professional A person who is appropriately licensed by the governing jurisdiction to clinically diagnose, prescribe medication, or provide professional counseling for **Mental or Nervous Disorders** and who is acting within the scope of his/her license, relevant board certifications, and qualifications.

Nurse(s) A healthcare professional trained to care for people with **Injuries** or **Sicknesses**. A **Nurse** may include a graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).

Observation Unit A specified area within a **Hospital**, separate from the **Emergency Room**, where a patient can be monitored following a **Surgery** performed as an **Outpatient** or **Treatment** in the **Emergency Room**. The **Observation Unit** must:

1. be under the direct supervision of a **Physician** or registered **Nurse**;
2. be staffed by **Nurses** assigned specifically to that unit; and
3. provide care seven days per week, 24 hours a day.

Observation Unit Long Stay Continuous **Treatment** of an **Insured** within an **Observation Unit** for a time period that is 24 hours or longer.

Observation Unit Short Stay Continuous **Treatment** of an **Insured** within an **Observation Unit** for a time period that is less than 24 hours.

Organized Sport(s) Amateur athletic events governed by written rules, with paid referees, and which are sponsored by an organization or club with by-laws.

Outpatient An **Insured** who receives **Treatment** or services at a **Hospital**, **Ambulatory Surgery Center**, **Urgent Care Center**, lab, medical clinic, **Physician's** or **Medical Professional's** office/clinic, radiologic center or other licensed medical facility and is neither **Confined** nor charged for room and board.

Personal Care Assistance with bathing, dressing and personal hygiene, feeding, dressing changes, monitoring of vital signs, body positioning and basic exercise, medication administration, or supervision for safety.

Physician(s) A person who is operating within the scope of his or her medical license, relevant board certifications, qualifications, and is also:

1. a legally licensed and qualified medical practitioner as a doctor of medicine according to the laws of the governing jurisdiction in which **Treatment** is received; and
2. licensed to practice medicine, prescribe and administer drugs, or to perform **Surgery**.

Plan Year The time period commencing on the **Policy Effective Date** and ending the day before the next succeeding **Policy Anniversary** and thereafter, each 12-month period

commencing on the **Policy Anniversary**.

Policy The **Policy** that **We** issued to the **Policyholder** under the **Policy Number** shown on the face page of the **Policy**.

Policyholder The entity to which the **Policy** is issued.

Post-Traumatic Stress Disorder (PTSD) A mental health disorder that can develop after a person has experienced or witnessed a traumatic or terrifying event in which serious physical harm occurred or was threatened. **PTSD** must meet the criteria in the current Diagnostic and Statistical Manual of Mental Disorders (DSM), published by the American Psychiatric Association (APA).

Pre-Existing Condition A disease or physical condition for which, during the 12 months immediately preceding the **Insured's Effective Date**:

1. **Treatment** was received or recommended by a **Physician**, **Medical Professional**, or **Mental Health Professional**; or
2. **Prescription Drugs** or over the counter medications were taken.

Prescription Drug A pharmaceutical substance that legally requires a medical prescription to be dispensed. This definition does not include:

1. any drug that is available over the counter or for which a suitable equivalent drug is available over the counter
2. any drug which has not been approved by the U.S. Federal Drug Administration (FDA) use in **Treatment** of an **Insured's Injury**, **Sickness**, symptoms, or other condition;
3. immunizations;
4. contraceptive drugs or materials; or
5. infertility/fertility drugs.

Primary Insured, You, Your A **Member** who is currently covered under the **Policy** and this **Certificate**.

Prior Policy Any similar accident and/or sickness fixed indemnity insurance policy or plan replaced by insurance under part or all of the **Policy** and in effect and maintained or sponsored by the **Policyholder** on the day before the **Policy Effective Date**.

Qualifying Family Change One of the following events:

1. **You** get married or enter in to a relationship with someone who satisfies the definition of **Spouse**;
2. **You** and **Your Spouse** divorce or legally terminate **Your** relationship;
3. **Your Spouse** dies;
4. **You** acquire a child who satisfies the definition of a **Dependent Child**;
5. **Your** child no longer satisfies the definition of a **Dependent Child** or dies;
6. **Your Spouse** loses eligibility for themselves, **You**, or a **Dependent Child** under another employer sponsored accident and/or sickness insurance plan due to termination of employment;
7. **You** change job role, employment classification, or the number of scheduled hours per week but are still eligible for coverage under this **Policy**.

Regular Occupation The occupation **You** are routinely performing. **We** will look at **Your** occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer at a specific location.

Rehabilitation Care Services Coordinated multidisciplinary physical restorative services (the combined use of

medical, social, educational and vocational services) to enable an **Insured**, who has experienced a **Covered Accident** or **Covered Sickness** which resulted in disability, to achieve the highest possible functional ability.

Rehabilitation Unit

An appropriately licensed standalone healthcare facility, or a distinct unit within a **Hospital**, that provides **Rehabilitation Care Services** on an **Inpatient** basis and at the direction of a **Physician**. The **Rehabilitation Care Services** provided by the **Rehabilitation Unit** must:

1. consist of the combined use of medical, social, educational, and vocational services to enable patients **Disabled** by **Injury** or **Sickness** to achieve the highest possible functional ability;
2. be provided under a planned program of policies and procedures developed with and periodically reviewed by one or more **Physicians**; and
3. be provided by or under the supervision of an organized staff of **Physicians**.

The following do not meet the definition of **Rehabilitation Unit**:

1. a nursing home, rest home, convalescent home, home for the aged, or an assisted living facility;
2. a facility which primarily provides **Hospice Care**; and
3. facilities or a wing/ward of a **Hospital** primarily for the care and **Treatment** of persons with **Substance Abuse** issues/disorders or **Mental or Nervous Disorder(s)**.

Sickness(es)

An illness, disease, infection, or other condition not related to an **Injury**, including pregnancy, **Childbirth**, or **Complications of Pregnancy**.

Skilled Nursing Facility

An appropriately licensed healthcare facility, or a distinct unit within a **Hospital** or other institution, which:

1. provides skilled nursing care and related services 24 hours per day, 7 days per week;
2. is under the direct supervision of a **Physician** and has a **Physician** or **Medical Professional** available at all times;
3. has a planned program of policies and procedures developed with and periodically reviewed by one or more **Physicians**; and
4. is not mainly a place for rest, **Custodial Care**, care of the aged/elderly, care of persons with **Substance Abuse** issues/disorders, care of persons with **Mental or Nervous Disorders**, or a hotel or similar establishment.

Confinement in a **Skilled Nursing Facility** must be at the direction of a **Physician**. This definition does not include a **Hospice Facility**, nursing home, **Rehabilitation Unit** or swing bed hospital authorized to provide, and be paid for, extended care services.

Spouse

Any individual who, under applicable state law, is recognized as the spouse of a **Primary Insured**.

Spouse also includes any individual who is a partner to a **Primary Insured** in a civil union or domestic partnership, or other relationship as recognized and allowed by applicable federal law, state law, or law of the county, city or local government in the **Primary Insured's** jurisdiction of residence, if:

1. a **Primary Insured** provides acceptable evidence that the requirements of the jurisdiction in which they reside for the establishment of the relationship have been met;
2. a **Primary Insured** submits a written declaration of partnership signed by both

parties in a format acceptable to **Us**; or

3. the **Primary Insured** and their partner satisfy the **Policyholder**'s requirements for such partnerships.

Substance Abuse

A mental health disorder defined as a problematic pattern of using alcohol or another substance that results in impairment in daily life or noticeable distress. **Substance Abuse** must meet the criteria for Substance Use Disorder in current Diagnostic and Statistical Manual of Mental Disorders (DSM), published by the American Psychiatric Association (APA).

If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the APA as of the date such condition is diagnosed. If the APA no longer publishes a diagnostic manual or the APA ceases to exist, we will use a comparable diagnostic manual.

Substance Abuse Facility

An appropriately licensed healthcare facility, or a distinct unit within a **Hospital** or other institution, which:

1. specializes in habilitation, rehabilitation, **Treatment**, and related services for persons with chemical dependencies resulting from **Substance Abuse**;
2. is under the direct supervision of a **Physician**;
3. has a planned program of policies and procedures developed with and periodically reviewed by one or more **Physicians**; and
4. is not mainly a place for rest, **Custodial Care**, care of the aged/elderly, care of persons with **Mental or Nervous Disorders**, or a hotel or similar establishment.

Confinement in a **Substance Abuse Facility** must be at the direction of a **Physician**.

Surgery or Surgeries

A medical procedure requiring an incision and manipulation (typically with instruments) performed on a person's body to repair damage or arrest disease. Two or more surgical procedures through the same incision or entry point are considered one **Surgery**.

Telemedicine

The remote diagnosis and/or **Treatment** of an **Insured's Injury** or **Sickness** by a **Physician** using telecommunications technology.

Treatment(s)

Medical advice, diagnosis, care, or services (including diagnostic measures) received by a person or the receipt of a prescription for **Prescription Drugs** (as prescribed) by a person.

Urgent Care Facility

A licensed, freestanding healthcare facility providing immediate, short-term medical care without an appointment, other than a **Hospital** (including any **Outpatient** department of a **Hospital**), **Emergency Room**, **Physician**'s office, or **Medical Professional**'s office/clinic. The facility must:

1. be under the direct supervision of a **Physician**; and
2. provide **Treatment** by **Physicians** and/or **Medical Professionals**.

We, Us, Our

5 Star Life Insurance Company.

X-Ray(s)

A form of electromagnetic radiation that passes through structures within the body and results in images of the structures. This definition does not include any **Major Diagnostic Exam** or **Lab Test**.

DESCRIPTION OF BENEFITS

Confinement Benefits

First Day Hospital Confinement

We will pay the First Day Hospital Confinement Benefit Amount shown in the *Schedule of Benefits* for the first day an **Insured** is **Confined** to a **Hospital** as an **Inpatient** or has an **Observation Unit Long Stay** as the result of a **Covered Accident** or **Covered Sickness**.

The **Confinement** or **Observation Unit Long Stay** must begin within 90 days after a **Covered Accident** occurs. This benefit is payable once per **Covered Accident** or **Covered Sickness** and is payable up to 2 days per **Plan Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** or **Observation Unit Long Stay** is the result of more than one **Injury** or **Sickness**.

This benefit is not payable:

1. for **Treatment** in a **Mental and Nervous Disorders Facility**, **Substance Abuse Facility**, **Emergency Room**, **Hospice Facility**, **Rehabilitation Unit**, or **Skilled Nursing Facility**;
2. for an **Observation Unit Short Stay;**
3. for **Treatment** as an **Outpatient**; or
4. for a **Confinement** of less than 20 hours.

Daily Hospital Confinement (Day 2 Forward) – Plan #2 Only

We will pay the Daily Hospital Confinement (Day 2 Forward) Benefit Amount shown in the *Schedule of Benefits* for each day an **Insured** is **Confined** to a **Hospital** as an **Inpatient** or each day of an **Observation Unit Long Stay** as the result of a **Covered Accident** or **Covered Sickness**.

The **Confinement** or **Observation Unit Long Stay** must begin within 90 days after a **Covered Accident** occurs. This benefit is payable for up to 31 days per **Plan Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** or **Observation Unit Long Stay** is the result of more than one **Injury** or **Sickness**.

This benefit is not payable:

1. for any day for which a First Day Hospital Confinement benefit is payable;
2. for **Treatment** in a **Mental and Nervous Disorders Facility**, **Substance Abuse Facility**, **Emergency Room**, **Hospice Facility**, **Rehabilitation Unit**, or **Skilled Nursing Facility**;
3. for an **Observation Unit Short Stay;**
4. for **Treatment** as an **Outpatient**; or
5. for a **Confinement** of less than 20 hours.

Rehabilitation Unit Confinement

We will pay the Rehabilitation Unit Confinement Benefit Amount shown in the *Schedule of Benefits* for each day an **Insured** is **Confined** to a **Rehabilitation Unit** following a **Confinement** in a **Hospital** as an **Inpatient** as the result of a **Covered Accident** or **Covered Sickness**.

The **Rehabilitation Unit Confinement** must begin within 31 days after the date of discharge from the **Hospital**. This benefit is payable for up to 31 days per **Plan Year** for each **Insured**. This benefit is only payable once per day, even if the **Confinement** is the result of more than one **Injury** or **Sickness**.

This benefit is not payable for any day for which a First Day Hospital Confinement Benefit or Daily Hospital Confinement (Day 2 Forward) Benefit is payable.

Outpatient Treatment Benefits

Observation Room Treatment

We will pay the Observation Room Treatment Benefit Amount shown in the *Schedule of Benefits* if an **Insured** has an **Observation Unit Short Stay** as the result of a **Covered Accident** or **Covered Sickness**.

The **Treatment** must begin within 90 days after a **Covered Accident** occurs. This benefit is payable once per **Covered Accident** or **Covered Sickness** and is payable up to 3 days per **Plan Year** for each **Insured**. This benefit is only payable once per day, even if **Treatment** is received for more than one **Injury** or **Sickness**.

This benefit is not payable for any day for which a First Day Hospital Confinement Benefit or Daily Hospital Confinement (Day 2 Forward) Benefit is payable.

Surgical Benefits

Outpatient Surgery

We will pay the Outpatient Surgery Benefit Amount shown in the *Schedule of Benefits* for each day an **Insured** undergoes **Surgery** while an **Outpatient** in an **Ambulatory Surgical Center**, as an **Outpatient** at a **Hospital**, or as an **Outpatient** in a **Physician's Office** as the result of a **Covered Accident** or **Covered Sickness**.

The amount paid will be based on the type of **Surgery** (ASC, Hospital, or Physician's Office) as shown in the *Schedule of Benefits*.

Surgery must be performed by a **Physician** within 90 days after a **Covered Accident** occurs. This benefit is payable once per **Covered Accident** or **Covered Sickness** and is payable up to 1 day per **Plan Year** for each **Insured**. This benefit is only payable once per day, even if the **Surgery** is the result of more than one **Covered Accident** or **Covered Sickness**.

Additional Benefits

Minor Diagnostic

We will pay the Minor Diagnostic Benefit Amount shown in the *Schedule of Benefits* for each day an **Insured** undergoes a **Lab Test** or **X-Ray** for the purpose of diagnosing a **Covered Accident** or **Covered Sickness**.

The **Lab Test** or **X-Ray** must occur within 90 days after a **Covered Accident** occurs. This benefit is payable once per **Covered Accident** or **Covered Sickness** and up to 1 day per **Plan Year** for each **Insured**.

This benefit is only payable once per day, even if more than one **Lab Test** or **X-Ray** occurs or the **Lab Test** or **X-Ray** is for more than one **Covered Accident** or **Covered Sickness**.

If more than one **Lab Test**, **X-Ray**, **Major Diagnostic Exam**, or **Invasive Diagnostic Exam** occurs on the same day, only the single highest applicable benefit is payable.

Major Diagnostic

We will pay the Major Diagnostic Benefit Amount shown in the *Schedule of Benefits* for each day an **Insured** undergoes a **Major Diagnostic Exam** for the purpose of diagnosing a **Covered Accident** or **Covered Sickness**.

The **Major Diagnostic Exam** must occur within 90 days after a **Covered Accident** occurs. This benefit is payable once per **Covered Accident** or **Covered Sickness** and up to 1 day per **Plan Year** for each **Insured**.

This benefit is only payable once per day, even if more than one **Major Diagnostic Exam** occurs or the **Major Diagnostic Exam** is for more than one **Covered Accident** or **Covered Sickness**.

Invasive Diagnostic

We will pay the Invasive Diagnostic Benefit Amount shown in the *Schedule of Benefits* for each day an **Insured** undergoes an **Invasive Diagnostic Exam** for the purpose of diagnosing a **Covered Accident** or **Covered Sickness**.

The **Invasive Diagnostic Exam** must occur within 90 days after a **Covered Accident** occurs. This benefit is payable once per **Covered Accident** or **Covered Sickness** and up to 1 day per **Plan Year** for each **Insured**.

This benefit is only payable once per day, even if more than one **Invasive Diagnostic Exam** occurs or the **Invasive Diagnostic Exam** is for more than one **Covered Accident** or **Covered Sickness**.

If more than one **Lab Test**, **X-Ray**, **Major Diagnostic Exam**, or **Invasive Diagnostic Exam** occurs on the same day, only the single highest applicable benefit is payable.

Health and Wellbeing Benefits

Health Screening

We will pay the Health Screening Benefit Amount shown in the *Schedule of Benefits* for each day an **Insured** receives one or more of the following tests on an **Outpatient** basis:

1. a **Wellness Test**.

To be payable, the test must be:

1. rendered by a **Physician** or a Medical Professional;
2. rendered while the **Insured** is not an **Inpatient** in a **Hospital**; and
3. rendered while the **Insured** is covered under the **Certificate**.

Cancer Screening

We will pay the Cancer Screening Benefit Amount shown in the *Schedule of Benefits* for each day an **Insured** receives a **Cancer Test** if the service is:

1. rendered by a **Physician** or a Medical Professional;
2. rendered while the **Insured** is not an **Inpatient** in a **Hospital**; and
3. rendered while the **Insured** is covered under the **Certificate**.

Mammography Screening

We will pay the Mammography Screening Benefit Amount shown in the *Schedule of Benefits* for each day an **Insured** receives a breast ultrasound or a mammography if the service is:

1. rendered by a **Physician** or a Medical Professional;
2. rendered while the **Insured** is not an **Inpatient** in a **Hospital**; and
3. rendered while the **Insured** is covered under the **Certificate**.

Post-Traumatic Stress Disorder

We will pay the Post-Traumatic Stress Disorder Benefit Amount shown in the *Schedule of Benefits* if an **Insured** is diagnosed by a **Physician** with **Post-Traumatic Stress Disorder (PTSD)** as the result of a **Covered Accident** or **Covered Sickness**.

The **PTSD** diagnosis must occur within 90 days after the **Covered Accident** or **Covered Sickness** occurs. This benefit is payable once per **Covered Accident** or **Covered Sickness** and once per **Plan Year** for each **Insured**.

The **Insured** must be under the active care of a **Physician** or **Mental Health Professional** for the **Treatment** of **PTSD**.

The total number of claims payable as Health and Wellbeing Benefits in any one Plan Year is subject to the Maximum Number of Health & Wellbeing Benefits shown in the *Schedule of Benefits*. If the Maximum Number of Health & Wellbeing Benefits in a **Plan Year** have been paid and the **Insured** submits an additional, payable Health & Wellbeing Benefit in that **Plan Year**, **We** will pay the amount by which the additional benefit exceeds the previously paid benefit (if any).

EXCLUSIONS

We will not pay benefits for a claim that is caused by, contributed to by, or resulting from any of the following:

1. voluntary intoxication (as defined by the law of the jurisdiction in which such intoxication occurred) or while under the influence of any narcotic, drug or controlled substance, unless administered by or taken according to the instructions of a **Physician** or **Medical Professional**;
2. voluntary intoxication through use of poison, gas, or fumes, whether by ingestion, injection, inhalation or absorption;
3. committing or attempting to commit a felony, or active participation in a riot, insurrection, or terrorist activity;
4. intentional self-harm or attempting or committing suicide, whether sane or not;
5. **Treatment** for termination of pregnancy, except for **Medically Necessary** procedures as determined by a **Physician**;
6. **Treatment** for contraception, sterilization, tubal ligation, vasectomy, reversal of vasectomy, reversal of tubal ligation, and any incidental **Treatment**, including follow up care and **Treatment** due to complications;
7. **Treatment** for infertility such as artificial insemination, in vitro fertilization, zygote or gamete intrafallopian transfer, Cryopreserved embryo transfers, test tube fertilization, and any incidental **Treatment**, including follow up care and **Treatment** due to complications;
8. **Treatment** for sex reassignment therapy, including hormone therapy to modify secondary sex characteristics, sex reassignment surgery to alter primary sex characteristics, and other procedures altering appearance, including permanent hair removal;
9. the initial **Confinement** of a newborn following **Childbirth** for routine post-natal care, including any **Confinement** at a different **Hospital** or facility to which a newborn was transferred. This exclusion does not apply to Well Baby Care;
10. **Treatment** for **Substance Abuse**;
11. **Treatment** for **Mental or Nervous Disorders**;
12. an **Injury** or **Sickness** incurred while an **Insured** is an active member of the armed forces of any nation or authority;
13. an **Injury** or **Sickness** that occurs while an **Insured** is engaged in an illegal occupation or activity, or legally incarcerated in a penal or correctional institution;
14. cosmetic **Surgery** or other elective procedure that is not **Medically Necessary**, except for reconstructive surgery incidental to or following surgery for trauma to the affected body part;
15. **Treatment** received outside the United States or Canada, except for **Emergency Care** received within 30 days of an **Injury** or **Sickness**;
16. **Treatment** provided by an **Insured** or a **Family Member**, or **Treatment** provided at a facility, office, or other location owned or operated by an **Insured** or a **Family Member**.
17. **Treatment** for dental care or dental care procedures;
18. travel or flight in any aircraft or hot air balloon, including those which are not motor-driven, if it is being used for testing or experimental purposes, used by or for any military authority, or used for travel beyond the earth's atmosphere;
19. participation in any **Organized Sport** in a professional or semi-professional capacity;
20. riding or driving an air, land, or water vehicle in any organized and scheduled race, speed, or endurance contest; or
21. participation in base jumping, bungee jumping, cliff jumping, kite surfing, kiteboarding, luging, parachuting, paragliding, parakiting, parasailing, ski jumping, skydiving, spelunking, tricking, or wingsuit flying.

Additionally, no benefits will be paid for an **Injury** or **Treatment** of a **Sickness** that occurs prior to the **Insured** being

covered under the **Certificate**.

PRE-EXISTING CONDITION LIMITATION

We will not pay benefits for an **Insured's** claim under this **Certificate** for a disease or physical condition that occurs in the first 12 months following that **Insured's Effective Date** if the claim is caused by, contributed to by, or resulting from:

1. a **Pre-existing Condition**; or
2. complications arising from **Treatment** or medications taken for a **Pre-existing Condition**.

This limitation does not apply to **Dependent Children** who are acquired by **You** after the **Primary Insured Effective Date**. This limitation does not apply to insured's with coverage prior to 8/1/2021/

INDIVIDUAL INSURING PROVISIONS

Eligibility

You and **Your Dependent(s)**, if applicable, are eligible for coverage on the later of the Policy Effective Date or date **You** enter an Eligible Class, as defined by this **Certificate**. **Your** eligibility may also be subject to eligibility waiting periods from **Your** date of hire as determined by the **Policyholder** for **Your** Eligible Class.

If **You** acquire a **Spouse** or **Dependent Child** after the Policy Effective Date, each **Spouse** and/or **Dependent Child** will become eligible on the date acquired by **You**.

Enrollment

You may only enroll for coverage for **You** and **Your Dependent(s)**, if applicable:

1. up to 30 days prior to the date **You** become eligible for coverage;
2. up to 30 days following the date **You** become eligible for coverage;
3. within 30 days of a **Qualifying Family Change**; or
4. during an **Enrollment Period**.

Primary Insured Effective Date

Your coverage becomes effective on the first day of the month following the:

1. date **You** become eligible for coverage;
2. date **Your** enrollment is received by **Us** or the **Policy Administrator**;
3. **Enrollment Period Effective Date**, if **You** enroll during an **Enrollment Period**; or
4. **Your** premium is received by **Us** or the **Policy Administrator** from the **Policyholder**.

Dependent Effective Date

Coverage for **Your Dependent(s)** becomes effective on the later of:

1. **Your** effective date of coverage, if **Your Dependent** is eligible as of that date and the **Primary Insured** enrolls and pays premium for the **Dependent** on or before that date; or
2. the date **Your Dependent** becomes eligible, if the **Dependent** becomes eligible after **Your** effective date, and **Your** enrollment and premium are received by **Us** or the **Policy Administrator** within 30 days after the **Dependent** becomes eligible.

In no case will coverage for eligible **Dependents** take effect before the **Primary Insured's** coverage. No **Dependent** will be covered, unless enrollment has been submitted and the correct premium for the coverage has been paid.

Deferred Effective Date

If **You** are not in **Active Employment** on the date this insurance would otherwise have become effective, coverage for **You** and **Your Dependent(s)**, if applicable, will not take effect until the date **You** begin or return to **Active Employment**.

Newborn Child Coverage

A newborn child that is a **Dependent Child**, will automatically be covered from the moment of birth until the 60th day of age. If **You** wish to continue coverage for the **Dependent Child** beyond the initial 60-day period, enrollment for the **Dependent Child**, a notice of birth, and the additional premium must be submitted to **Us** or the **Policy Administrator** within 60 days of birth.

Adopted Child Coverage

A **Dependent Child** for which, while **You** are covered under the **Policy, You** file a petition to adopt is eligible for coverage.

The child's coverage is effective from:

1. the date the petition to adopt is filed, if **Your** enrollment for their coverage and any required additional premium is submitted to **Us** or the **Policy Administrator** within 60 days after filing the petition to adopt the child; or
2. the moment of birth if the petition for adoption, **Your** enrollment for their

coverage, and any required additional premium is submitted to **Us** or the **Policy Administrator** within 60 days after the child's birth.

Coverage for the minor child shall continue unless the petition for adoption is dismissed or denied, in which case coverage for the child will end on the date the petition was dismissed or denied.

Changes in Coverage

You may change or cancel **Your** or **Your Dependent's** coverage during an **Enrollment Period** or within 60 days of a **Qualifying Family Change**.

A requested change or cancellation of **Your** or **Your Dependent's** coverage will become effective on:

1. the first day of the month following the date of the **Qualifying Family Change** if the change is requested within 60 days of a **Qualifying Family Change**; or
2. the **Enrollment Period Effective Date**, if the change is made during an **Enrollment Period**.

Confinement

If a **Dependent**, other than a newborn or adopted child, is **Confined** to a **Hospital** or **Confined Elsewhere** on the date this coverage would otherwise have become effective, it will not take effect until the **Confinement** ends or they have not been **Confined Elsewhere** for at least 90 consecutive days.

Primary Insured Termination

Your coverage ends on the earliest of:

1. the last day of the month during which **You** leave an Eligible Class under this **Certificate**;
2. any premium due date, if full payment for **Your** coverage is not made within 31 days following the premium due date;
3. the date the **Policy** terminates; or
4. the last day of the month during which **You** attain age 99.

Termination will not affect a claim arising from a **Covered Accident** that occurred while the **Primary Insured** was covered by the **Policy**.

Dependent Termination

Coverage for a **Dependent** ends on the earliest of:

1. **Your** termination date;
2. the last day of the month during which the **Dependent** is no longer eligible for coverage due to a change to the **Policy**; or
3. the last day of the month during which a **Dependent** no longer satisfies the definition of a **Spouse** or **Dependent Child**.

In no case will **Dependent** coverage end later than the date **Your** coverage ends.

Termination will not affect a claim arising from a **Covered Accident** that occurred while the **Dependent** was covered by the **Policy**.

Extension of Benefits

If coverage ends while an **Insured** is **Confined** to a **Hospital** as an **Inpatient** as the result of a **Covered Accident** or **Covered Sickness**, **We** will continue to pay benefits for **Confinement** that become payable after the date coverage otherwise ends if the **Insured** meets the following requirements:

1. the **Confinement** must be continuous after the date of termination; and
2. coverage must not have ended as a result of the **Insured's** or, in the case of a **Dependent Child** or **Spouse**, the **Primary Insured's** voluntary termination of coverage.

This Extension of Benefits terminates upon the earliest of the following:

1. the date the **Insured** is no longer **Confined** to a **Hospital** as an **Inpatient**;

2. the date the **Insured** receives the maximum benefit for Daily Hospital Confinement; or
3. twelve (12) months following the effective date of discontinuance.

CLAIM PROVISIONS

Notice of Claim

Notice of Claim must be given to **Us** within 20 days after the occurrence or start of any loss covered by the **Policy**, or as soon as reasonably possible. Notice given by or on behalf of an **Insured** to **Us**, or to **Our** authorized agent, at **Our Home Office** or the **Administrative Office** with information sufficient to identify the **Insured**, shall be deemed notice to **Us**.

Failure to give notice within this time frame will not invalidate nor reduce any claim.

Claim Forms

Upon receipt of a Notice of Claim, **We** will send claim forms. If the recipient does not receive them within 15 days after Notice of Claim is provided to **Us**, Proof of Loss may be sent to **Us** without waiting to receive the claim forms.

Proof of Loss

Written Proof of Loss must be furnished to **Us**, or to **Our** authorized agent, at **Our Home Office** or the **Administrative Office** within 90 days after the date of the loss. If it is not reasonably possible to give proof in this time, proof must be provided as soon as reasonably possible. Proof of Loss may not be given more than one year after the time proof is otherwise required, unless the claimant is legally incapacitated.

Proof of Loss, provided at **Your** expense, must establish the nature and extent of the **Covered Loss** and should include but not be limited to the following:

1. the cause of death or **Covered Loss**;
2. the extent of the **Covered Loss**;
3. the date of the **Covered Loss**;
4. the name and address of any **Hospital** or institution where **Treatment** was received, including all attending **Physicians**; and
5. in case of death, a certified copy of the death certificate or other lawful evidence providing equivalent information.

If the Proof of Loss is not complete, **We** will request additional information.

Physical Examinations or Autopsy

We, at **Our** own expense, shall have the right and opportunity to examine the **Insured** when and as often as **We** may reasonably require during the pendency of a claim and to make an autopsy in case of death where it is not prohibited by law.

Authorization for Release of Information

We may request written authorization from an **Insured**. This authorization may be required in order for **Us** to obtain the necessary medical and non-medical information needed for Proof of Loss. This information may include any appropriate financial records such as income tax returns. Failure to provide **Us** with written authorization may result in the denial of a claim if the **Insured** does not provide the Proof of Loss that is required to make a claim decision.

Time Payment of Claims

Benefits payable under the **Certificate** will be paid within 30 days after **Our** receipt of due Proof of Loss.

Payment of Claims

All benefits are payable to **You**, unless such payments are assigned. Any benefits unpaid at the time of **Your** death will be paid to:

1. **Your** designated beneficiary(ies); or if none, then to
2. **Your** estate.

We may pay benefits on a dependent child's behalf to someone that is not covered under this **Certificate** if an order providing for the appointment of a possessory or managing conservator of the child has been issued by a court in this or another state.

Beneficiary Designation

In the event of **Your** death, **You** should designate one or more beneficiaries to receive any benefits under the **Certificate** that are unpaid at the time of **Your** death. Beneficiary records will be kept by the **Policyholder**, plan administrator or the

office/system where beneficiary records for the **Policy** are kept. The most current beneficiary designation in effect under a **Prior Policy** will be accepted as a beneficiary designation under the **Certificate** until changed (if applicable).

Certain states are community property states. If **You** live in a community property state and designate someone other than **Your Spouse** as a beneficiary, state law may require that **Your Spouse** consent to such designation. If spousal consent to the designation is not obtained, then such designation may not be effective.

Change of Beneficiary

Unless the **Insured** makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the **Insured** and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of the **Certificate** or to any change of beneficiary or beneficiaries, or to any other changes in the **Certificate**.

Claim Denial

If a claim for benefits is wholly or partly denied, the claimant will be furnished with written notification of the decision. This written notification will:

1. give the specific reason(s) for the denial;
2. make specific reference to the **Certificate** provisions on which the denial is based;
3. provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

Claim Appeal

Any request to file an appeal of a wholly or partially denied claim must be sent to **Us** in writing within 180 days from the date of written notice of our claim decision. **You** have the right to:

1. upon request and free of charge, reasonable access to and copies of, all relevant documents as defined by applicable U.S. Department of Labor regulations; and
2. submit written comments, documents, records, and other information relating to the claim to **Us**.

We will respond in writing with **Our** final decision on the claim.

Overpayment Recovery

We have the right to recover from **You** or the recipient of benefits any amount that **We** determine to be an overpayment. **You** or the recipient of benefits has the obligation to refund to **Us** any such amount.

If benefits are overpaid on any claim, **You** or the recipient of benefits must reimburse **Us** within 90 days.

If reimbursement is not made in a timely manner, **We** have the right to:

1. recover such overpayments from **You**, any other person to or for whom payment was made, or **Your** estate;
2. reduce or offset against any future benefits payable to **You** or **Your** survivors until full reimbursement is made;
3. refer the unpaid balance to a collection agency; and
4. pursue and enforce all legal and equitable rights in court.

Payment to Texas Health and Human Services Commission

Upon **Our** receipt of written notice at **Our Home Office**, benefits payable on behalf of a **Dependent Child** must be paid to the Texas Health and Human Services Commission if:

1. the **Primary Insured** is required to pay child support by a court order or court-approved agreement and:
    a. is a possessory conservator of the child under a court order issued in this state; or

b. is not entitled to possession of or access to the child;

2. the Texas Health and Human Services Commission is paying benefits on behalf of the child under Chapter 31 or 32, Human Resources Code; and
3. the written notice specifies that the benefits must be paid directly to the Texas Health and Human Services Commission.

PORTABILITY

Portability Coverage

You or **Your** covered **Spouse**, in certain circumstances, may continue coverage when coverage ends under the **Policy**. The terms, conditions, and premium rates of the portability coverage may be governed by a separate portability policy and may not be the same as those under this **Certificate**.

If **You** are age 79 or younger, **You** may request portability coverage for **You** and any covered **Dependent(s)** when:

1. **You** are no longer in **Active Employment** or are not otherwise eligible for coverage under the **Policy**;
2. **You** are no longer a member of the **Policyholder**; or
3. the **Policy** terminates and **You** do not elect replacement coverage through the **Policyholder**'s relationship with another insurance carrier.

If **You** are eligible to request portability coverage, then **You** must elect to continue insurance under this portability provision in order for any **Dependent(s)** to be eligible for portability coverage.

Your Spouse, if age 79 or younger and an **Insured** under this **Certificate**, may request their own portability coverage and for any covered **Dependent Child(ren)**:

1. in the event of **Your** death;
2. in the event of divorce or legal separation from **You**; or
3. when **You** enter active duty service or training in any military for a period of 31days or more and are no longer eligible under the **Policy** as a **Member**.

If **Your Spouse** elects coverage under this portability provision, the **Spouse** will become the **Primary Insured**. Any **Dependent Child(ren)** may be covered under the **Primary Insured** or **Spouse**, but not both.

Electing Portability

To elect portability coverage, **You** or **Your** covered **Spouse** must send a request to **Us** or the **Policy Administrator**. The benefits and premium rates of the portability coverage can be obtained by contacting the **Policyholder**, **Us**, or the **Policy Administrator**.

The request and the initial premium due must be received within 31 days after insurance under the **Policy** ends. If timely notice is not given, an extension of the period of time in which to request portability coverage will be allowed. **You** or **Your** covered **Spouse** will have 15 days from the date notice is received to submit a portability request and initial premium. However, in no event will a request be accepted by **Us** if received more than 91 days after the date coverage under the **Policy** would otherwise end.

Termination of Portability

Portability coverage for the **Primary Insured** ends on the earliest of:

1. any premium due date, if full payment for the **Primary Insured's** coverage is not made within 31 days following the premium due date;
2. the date the **Policy** terminates; or
3. the last day of the month during which the **Primary Insured** attains age 99.

Portability coverage for a **Dependent** ends on the earliest of:

1. the termination date of the **Primary Insured's** portability coverage;
2. the last day of the month during which a **Dependent** is no longer eligible for coverage due to a change to the **Policy**; or
3. the last day of the month during which a **Dependent** no longer satisfies the

definition of a **Spouse** or **Dependent Child**.

In no case will a **Dependent's** portability coverage end later than the date the **Primary Insured's** coverage ends.

Termination will not affect a claim arising from a **Covered Accident** that occurred while an **Insured** was covered by the **Policy**.

GENERAL PROVISIONS

Entire Contract

The **Policy**, the **Policyholder**'s signed application, this **Certificate** and any riders, endorsements, or other attached papers, if any, make up the entire contract of insurance between the **Policyholder** and **Us**. No change shall be valid until approved by **Our** executive officer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change the **Policy** or to waive any of its provisions.

Statements

In the absence of fraud, all statements made by the Policyholder or any Insured are considered representations and not warranties. No statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured, their beneficiary, or personal representative.

Time Limit on Certain Defenses

After two (2) years from the date of issue of the **Certificate**, no misstatements, except fraudulent misstatements, made by the applicant in the application for the **Policy** shall be used to void the **Certificate** or to deny a claim for a **Covered Accident** or **Covered Sickness** commencing after the expiration of the 2-year period. However, this shall not preclude **Us** at any time from asserting defenses based on an **Insured**'s eligibility for coverage under this **Policy**, or upon other provisions in the **Policy**.

Legal Actions

No action at law or in equity shall be brought to recover on this **Certificate** prior to the expiration of 60 days after written **Proof of Loss** has been furnished in accordance with the requirements of this **Certificate**. No such action shall be brought after the expiration of three (3) years after the time written **Proof of Loss** is required to be furnished.

Misstatement of Age

If the age of any **Insured** has been misstated, premiums may be adjusted and all benefit amounts payable shall be such as the premium paid would have purchased at the correct age.

Assignment

You have the right to absolutely assign **Your** rights and interest under the **Certificate** including, but not limited to, the following:

1. the right to make any contributions required to keep the insurance in force; and
2. the right to name and change a beneficiary.

We will recognize any absolute assignment made by **You** under the **Policy**, provided:

1. it is duly executed; and
2. a copy is acknowledged and on file with **Us**.

We and the **Policyholder** assume no responsibility:

1. for the validity or effect of any assignment; or
2. to provide any assignee with notices which **We** may be obligated to provide to **You**.

You do not have the right to collaterally assign **Your** rights and interest under the **Certificate**.

Conformity with State Laws

Any provision of the **Certificate**, which, on its effective date, is in conflict with the statutes of the State of Texas on such date is hereby amended to conform to the minimum requirements of such statutes.

Time Periods

Unless otherwise specifically stated, all time periods begin and end at 12:01 A.M., Standard Time at the place where the **Policy** is delivered.

Workers' Compensation

The coverage provided under the **Policy** does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Unpaid Premium

Upon the payment of a claim, any premium then due and unpaid may be deducted from the claim payment.