# Group Benefits

**Lakeview Community Schools**

**Accident Only**

LEA, LESP and Part-time employees

CERTIFICATE OF
**GROUP INSURANCE**

**Union Security Insurance Company** certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Statement of Coverage form. This Certificate is subject to the provisions of the below numbered *policy* issued by Union Security Insurance Company to the *policyholder*.

| | |
|---|---|
| Policyholder: | Lakeview Community Schools |
| Group Policy Number: | 5460318 |
| Effective Date: | See Statement of Coverage form |
| Type of Insurance: | Group *Accident Only Insurance*<br>24-Hour<br>Group *Accident Only Insurance* for Dependents<br>24-Hour |

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.

President and
Chief Executive Officer

## SCHEDULE

**Eligible Classes:**

For employee insurance

Class I: Each *full-time* Lakewood Educational Association or Lakeview Educational Support Personnel employee of the *policyholder* or an *associated company*,

- who is at *active work*, and
- who is working in the United States of America,

as identified on the *policyholder's* or our records, except any temporary or seasonal worker.

Class II: Each *part-time* employee hired prior to October 1, 2011 of the *policyholder* or an *associated company*,

- who is at *active work*, and
- who is working in the United States of America,

as identified on the *policyholder's* or our records, except any temporary or seasonal worker.

For dependent insurance - Each *eligible dependent* of a person eligible and insured for employee insurance.

**Associated Companies:** None

**Service Requirement:**

Each *full-time* support staff in an *eligible class* – 40 day(s)
Each *part-time* employee in an *eligible class* – 40 day(s)

**Entry Date:** An eligible person will become insured on the day all eligibility requirements are met.

**Accident Only Insurance**

Some of the benefits described in the *policy* may not apply, depending on the plan selected.

You may change your plan according to the Plan Changes provision below.

Any limitation applies separately to you and each *covered dependent*.

Please see the Accident Only Insurance provisions for a complete description of benefits, limitations and exclusions.

**Schedule Amount:**

Accident Emergency Treatment:
*Emergency room:* $150
Non-*emergency room:* $75
Limited to once each *accident* and once in any 24 hour period

Accident Follow-Up Treatment: $25 per day, not to exceed 6 payments

Accident Hospital Confinement: $250 per day, not to exceed 365 days

Initial Accident Hospitalization, limited to once each *benefit year*: $1,000
ICU Initial Accident Hospitalization $1,500
(payable instead of Initial Accident Hospitalization, if confined immediately to *ICU*)

Intensive Care Unit Confinement: $500 daily, limited to 15 days for each *accident*
This is paid in addition to any Accident Hospital Confinement benefit.

Accident Specific-Sum Injuries:

- Burns on the body's surface:

| | 3rd Degree Burns | 2nd Degree Burns |
|---|---|---|
| More than 20 but not more than 40 square centimeters | $1,000 | $400 |
| More than 40 but not more than 65 square centimeters | $2,000 | $800 |
| More than 65 but not more than 160 square centimeters | $6,000 | $1,200 |
| More than 160 but not more than 225 square centimeters | $14,000 | $1,600 |
| More than 225 square centimeters | $20,000 | $2,000 |

- Skin Grafts. If you or your *covered dependent* receives one or more skin grafts for a *second degree burn* or a *third degree burn*, we will pay 50% of the total burn benefit amount we paid for the burn involved.

- Coma: $20,000

- Concussion (brain): $100

- Dislocation with *reduction* under *general anesthesia*, limited to 2 *dislocations* per *accident*:

| | Open Reduction | Closed Reduction |
|---|---|---|
| Ankle or foot (excluding toes) | $1,000 | $300 |
| Collar bone | $1,600 | $300 |
| Hip | $4,000 | $1,000 |
| Knee or shoulder | $1,000 | $400 |
| Lower jaw | $1,000 | $500 |
| Toe or finger | $200 | $100 |
| Wrist or elbow | $800 | $400 |

If a *doctor* performs a *reduction* for a *dislocation* without *general anesthesia*, we will pay 25% of the amount shown for the closed *reduction dislocation*.

- Emergency dental work, limited to 1 benefit per *accident*:

| | |
|---|---|
| Broken teeth repaired with crowns | $200 |
| Broken teeth resulting in extractions | $65 |

- Eye Injury:

| | |
|---|---|
| Surgical repair | $300 |
| Removal of foreign body by a *doctor* | $65 |

- *Fractures*, limited to 2 *fractures* per *accident*:

| | Open Reduction | Closed Reduction |
|---|---|---|
| Coccyx | $400 | $200 |
| Foot (excluding toes/heel) | $650 | $325 |
| Hand (excluding fingers) | $650 | $325 |
| Hip | $3,000 | $1,500 |
| Leg | $1,600 | $800 |
| Lower jaw | $650 | $325 |
| Nose, heel, or finger | $700 | $175 |
| Rib | $1,200 | $300 |
| Shoulder blade or forearm | $650 | $325 |
| Skull | | |
| Depressed | $5,000 | $2,500 |
| Not depressed | $2,500 | $1,250 |
| Toe | $250 | $125 |
| Upper jaw, upper arm or face (excluding nose) | $750 | $375 |
| Vertebrae (body of), pelvis (excluding coccyx), or sternum | $1,600 | $800 |
| Vertebral processes | $1,200 | $300 |
| Wrist, elbow, ankle or kneecap | $650 | $325 |

We will pay 25% of the benefit amount shown for the closed *reduction* for *chip fractures* and other *fractures* not reduced by open or closed *reduction*.

- Lacerations:

| | |
|---|---|
| Laceration(s) not requiring sutures and treated by a *doctor* | $35 |
| Single lacerations less than 5 centimeters requiring sutures | $65 |
| Lacerations at least 5 centimeters but not more than 15 centimeters requiring sutures (total of all lacerations) | $250 |
| Lacerations over 15 centimeters requiring sutures (total of all lacerations) | $500 |

- Paralysis (payable only once per *lifetime*):

| | |
|---|---|
| *Quadriplegia* | $50,000 |
| *Paraplegia* | $25,000 |

- Surgical Procedures (performed within 90 days of the *accident*):

| | |
|---|---|
| Repair of: | |
| Tendons and/or ligaments | $625 |
| Torn rotator cuffs | $625 |
| Ruptured discs | $625 |
| Torn knee cartilages | $625 |
| Arthroscopy without surgical repair | $300 |
| Open abdominal (including exploratory laparotomy), cranial, hernia, or thoracic surgery | $1,250 |
| Miscellaneous surgery requiring *general anesthesia* that is not covered by any other specific-sum *injury* benefit (Only one miscellaneous surgery benefit is payable per 24 hour period even though more than one surgical procedure may be performed) | $300 |

Accidental Death:

| | |
|---|---|
| *Covered person*: | $25,000 |
| *Covered dependent* spouse: | $25,000 |
| *Covered dependent* child: | $5,000 |

Result of a *common carrier accident:*

| | |
|---|---|
| *Covered person*: | $100,000 |

| | |
|---|---|
| *Covered dependent* spouse: | $100,000 |
| *Covered dependent* child: | $20,000 |

The *common carrier* Accidental Death benefit will be paid if death is a result of a *common carrier accident*; otherwise the regular Accidental Death benefit will be paid, but not both.

Accidental Dismemberment:

Two eyes, feet, hands, arms or legs

| | |
|---|---|
| *Covered person*: | $15,000 |
| *Covered dependent* spouse: | $7,500 |
| *Covered dependent* child: | $7,500 |

Both arms and both legs

| | |
|---|---|
| *Covered person*: | $15,000 |
| *Covered dependent* spouse: | $7,500 |
| *Covered dependent* child: | $7,500 |

One or more fingers or toes

| | |
|---|---|
| *Covered person*: | $1,500 |
| *Covered dependent* spouse: | $750 |
| *Covered dependent* child: | $750 |

One eye, foot, hand, arm or leg

| | |
|---|---|
| *Covered person*: | $7,500 |
| *Covered dependent* spouse: | $3,750 |
| *Covered dependent* child: | $3,750 |

Ambulance:

| | |
|---|---|
| Ground | $200 |
| Air | $1,500 |

Appliances (payable for 1 appliance for any *accident*):

| | |
|---|---|
| Wheelchairs, leg or back braces, crutches or walkers | $125 |

| | |
|---|---|
| Blood/Plasma/Platelets (payable once for any *accident*): | $200 |
| Lodging: | $100 daily, limited to 1 benefit per day and a *benefit year* maximum of 30 days for each *accident* |
| Major Diagnostic Exams: | $200 per *benefit year* |
| Physical Therapy: | $25 per day, not to exceed 10 days of *treatment* |
| Prosthesis: | $500, limited to 1 *prosthesis* per *accident* |
| Rehabilitation Unit: | $150 per day, limited to 30 days per period of confinement and limited to 60 days per *benefit year* |
| Transportation: | $600, limited to 3 round trips per *benefit year* |
| Wellness Screening Benefit Amount: | $50 |

## Plan Changes

### Plan Changes at Annual Enrollment

You may choose to change your plan of insurance from December 1 through December 31 of each year, the annual enrollment period agreed upon by the *policyholder* and us.

The effective date of a change made during the annual enrollment period will be the policy anniversary. Please see Exception to Effective Date if you are not at *active work* on the day the change in insurance would otherwise take effect, or if that day is not a regular work day. Please see Exception to Dependent Effective Date if your *covered dependent* is in a *hospital* or similar facility on the day the change in insurance would otherwise take effect.

### Change in Family Status

You may apply for insurance or change your plan of insurance, within 31 days of a change in family status. A “change in family status” means your marriage or divorce, the death of your spouse or child, the birth or adoption of your child, the requirement of a court or administrative order to include coverage for your child, or the termination of employment of your spouse.

If you are first applying for insurance for yourself or for your *eligible dependent* within 31 days after a change in family status, insurance will take effect on the first of the month occurring on or after the date of the request.

If you are changing your existing plan of insurance, the effective date of any change due to a change in family status will be the first of the month occurring on or after the date of the request.

Please see Exception to Effective Date if an eligible person is not at *active work* on the day insurance, or a change in insurance, would otherwise take effect, or if that day is not a regular work day. Please see Exception to Dependent Effective Date if an *eligible dependent* is in a *hospital* or similar facility on the day insurance, or a change in insurance, would otherwise take effect.

**TABLE OF CONTENTS**

## GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns “we”, “us”, “our”, “you”, and “your” are not *italicized*.

*Active work* means the expenditure of time and energy for the *policyholder* or an *associated company* at your usual place of business on a *full-time* or *part-time* basis.

*Associated company* means any company shown in the *policy* which is owned by or affiliated with the *policyholder*.

*Contributory* means you pay part or all of the premium.

*Covered dependent* means an *eligible dependent* who is insured under the *policy*.

*Covered person* means an eligible employee or member of the *policyholder* or *associated company* who has become insured for a coverage.

*Doctor* means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. Also, a person whom we are required to recognize as a *doctor* by the laws or regulations of the governing jurisdiction, or a person who is legally licensed to practice psychiatry, psychology or psychotherapy and whose primary work activities involve the care of patients, is a *doctor*. However, neither you nor a *family member* will be considered a *doctor*.

*Eligible class* means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

*Family member* means a person who is a parent, spouse, child, sibling, domestic partner, grandparent or grandchild of the *covered person*.

*Full-time* means working at least 20 hours per week, unless indicated otherwise in the *policy*.

*Home office* means our office in Kansas City, Missouri.

*Noncontributory* means the *policyholder* pays the premium.

*Part-time* means working at least 10 hours per week, unless indicated otherwise in the *policy*.

*Policy* means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

*Policyholder* means the entity to whom the *policy* is issued.

*Proof of good health* means evidence acceptable to us of the good health of a person.

We, us, and our mean Union Security Insurance Company.

You and your mean an eligible employee or member of the *policyholder* or *associated company* who has become insured for a coverage.

## DEFINITIONS FOR ACCIDENT ONLY INSURANCE

*Accident* means a sudden, unforeseen, external and unexpected event, which results in an *injury* to you or your *covered dependent* and which occurs while you or your *covered dependent* is insured under the *policy*. *Accident* does not include any *sickness*, cerebrovascular accident (stroke) or any drug overdose unless the drugs were used as prescribed by a *doctor*.

*Accident only insurance* means the group accident only insurance under the *policy* issued by us to the *policyholder*.

*Accidental death* means death caused by an *accident*, independent of *sickness*, bodily infirmity, or any other cause and which is not excluded in the General Exclusions section.

*Ambulatory surgical center* means a licensed or accredited facility that provides medical or surgical intervention requiring care for immediate (day of procedure), pre-procedure and immediate post-procedure care. The total length of care is less than 24 hours. A *doctor* must be directly involved in the care.

*Beneficiary* means the person or entity you choose to receive your amount of insurance at your death.

*Benefit year* means a calendar year beginning on January 1 of any year and ending on December 31 of that year.

*Chip fracture* means a bone *fracture diagnosed* by a *doctor* interpreting an x-ray or other imaging test showing that part of the bone close to a joint has broken-off at a ligament attachment point.

*Clinic* means an institution, building or part of a building where *outpatients* receive *treatment* for *diagnoses*.

*Coma* means you or your *covered dependent* has been *diagnosed* with a condition from which you or your *covered dependent* cannot be aroused and which requires an external life support system, both of which have persisted continuously for at least 168 hours.

*Common carrier* means a transportation vehicle licensed by a government agency to charge passengers money for transportation. Under this *policy*, only the following are considered *common carriers*: buses, trolleys, airplanes, boats or trains, provided the vehicle operates on a regularly scheduled basis from point to point. Neither taxis nor chartered airplane flights are considered *common carriers* under this *policy*.

*Diagnosed, diagnosis* or *diagnoses* means an evaluation of your or your *covered dependent's* medical condition that is performed by a *doctor* whose specialty is appropriate for the condition being evaluated, and who is board certified in that specialty in accordance with the American Board of Medical Specialties criteria. The evaluation must include conclusions that are definite and supported by presence of symptoms, clinical signs on physical examination, and test results consistent with the most current medically accepted diagnostic standards according to *nationally recognized authorities*. In addition, the evaluation must meet one or more of the following criteria depending on the condition that is being evaluated:

- if cognitive function is being evaluated, the conclusions must be confirmed with neuropsychological testing conducted by a clinical psychologist at the doctorate level certified through the American Board of Professional Psychology in the area of clinical neuropsychology;
- if pulmonary function is being evaluated, the conclusion must be supported by testing performed in accordance with the American Thoracic Society criteria; and
- if the condition is evaluated using the results of exercise testing, that testing must be performed in accordance with the American College of Sports Medicine or American Heart Association standards.

*Dislocation* means a totally disconnected joint. To be covered under this *policy*, the *dislocation* must be *diagnosed* within 72 hours of an *accident* by a *doctor* and it must require correction by *reduction*, open or closed, performed by a *doctor*. *Dislocations* do not include subluxations.

*Dismemberment* means the total removal including amputation, or accidental cutting or tearing off substantially all of one of the body parts listed below. Under this *policy*, a body part is considered "totally removed" even if it is reattached after total removal. With the exception of the eye as noted below, loss of use is not *dismemberment*. *Dismemberment* is further defined with respect to particular body parts as follows:

- Eye: removal of the eye or permanent loss of central visual acuity that cannot be corrected to 20/200 or better;
- Arm: removal above the elbow;
- Finger: removal at or near the first interphalangeal joint where it attaches to the hand;
- Hand: removal above the wrist;
- Leg: removal above the knee;
- Foot: removal above the ankle; and
- Toe: removal at the first interphalangeal joint where it attaches to the foot.

*Emergency room* means the department of the *hospital* that is staffed 24 hours a day and equipped to provide emergency care to patients with *sicknesses* and *injuries* which may be life-threatening or require immediate medical *treatment*.

*Fracture* means a break in a bone. To be covered under this *policy*, the break must be *diagnosed* within 14 days of an *accident* by a *doctor* interpreting an x-ray or other imaging test that shows the break.

*General anesthesia* means the induction of a state of unconsciousness with the absence of pain sensation over the entire body, through the administration of anesthetic drugs used during a medical or surgical procedure. It must require respiratory support by a *doctor* or certified registered nurse anesthetist (CRNA).

*Hospital* means an institution which is primarily engaged in providing, by and under the supervision of *doctors*, diagnostic and therapeutic services for medical *diagnosis*, *treatment* and care of injured, disabled, or sick persons; or rehabilitation services of injured, disabled, or sick persons. It must meet all of the following requirements:

- maintain clinical records on all patients;
- have every patient be under the care of a *doctor*;
- provide 24 hour nursing service provided by a licensed practical or registered nurse and supervised by a registered professional nurse;
- be licensed or be approved by the state or local licensing agency;
- meet other health and safety requirements found necessary by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO); and
- is not primarily a *clinic*, nursing, rest or convalescent home.

*Hospital confined* or *hospital confinement* means admission to a *hospital* as an *inpatient* for at least 24 consecutive hours by a *doctor* for an *injury.* A *hospital* stay that does not result in charges to you or your *covered dependent* is not a *hospital confinement* under this *policy* unless there is no charge because the *hospital* is a United States government facility.

*Injury* means unintentional physical damage or harm caused directly by an *accident* and not due to *sickness*, disease or any other causes. The *injury* must occur while you or your *covered dependent* is insured under the *policy*.

*Inpatient* means a patient who is admitted to a *hospital* for an *injury*.

*Intensive care unit (ICU)* means a designated section of a *hospital* for the medical care of critically ill patients that qualifies for listing in the American Hospital Association Guide under its definition of an intensive care unit, a cardiac intensive care unit or a neonatal intensive care unit. An *ICU* must be separate from other ordinary *hospital* rooms or wards (including the surgical recovery ward) and be permanently equipped with lifesaving equipment including sophisticated monitoring and resuscitative equipment and there must be constant and continual observation of patients by nurses assigned exclusively to the *ICU*.

*Lifetime* means the period of time you or your *covered dependent* is alive.

*Nationally recognized authorities* means the American Medical Association (AMA) Council on Scientific Affairs, the AMA Diagnostic and Therapeutic Technology Assessment Project, the AMA Board of Medical Specialties, the American College of Physicians and Surgeons, the Food and Drug Administration, the Centers for Disease Control and Prevention, the Office of Technology Assessment, the National Institutes of Health, the Health Care Finance Administration, the Agency for Health Care Policy and Research, the Department of Health and Human Services, the National Cancer Institute, and any additional organizations we choose which attain similar status.

*Off the job accident* means an *injury* to you or your *covered dependent* that does not arise out of or occur in the course of any work that you or your *covered dependent* does for pay or benefits.

*On the job accident* means an *injury* to you or your *covered dependent* that arises out of or occurs in the course of any work that you or your *covered dependent* does for pay or benefits.

*Outpatient* means a patient who is not admitted to a *hospital* but instead is cared for elsewhere such as a *doctor's* office, *clinic* or day surgery center for an *injury.*

*Paralysis* means you or your *covered dependent* has been *diagnosed* with total and irreversible loss of voluntary movement in muscles due to *injury* of associated nerves that is consecutively present for 30 days, but shall not include any *paralysis* caused by a stroke.

*Paraplegia* means the *paralysis* of both lower extremities.

*Period of hospital confinement* means *hospital confinement* for a continuous and uninterrupted period of time while under the regular care and attendance of a *doctor.* A new *period of hospital confinement* will begin if a new *hospital confinement* occurs 30 or more days after the end of the previous *hospital confinement* or if the *hospital confinement* results from a completely independent cause from the previous *hospital confinement*.

*Physical therapist* or *physiotherapist* means a licensed medical professional providing rehabilitative services and therapy to help restore bodily functions such as walking or the use of limbs.

*Port* means to convert to a group portability policy.

*Prosthesis* means an artificial replacement for a missing or defective body part excluding hearing aids, wigs or any dental aids.

*Quadriplegia* means the *paralysis* of both upper extremities and lower extremities.

*Reduction* means a *fracture* or *dislocation* repair procedure which may be by manipulation (closed) or surgery (open).

*Rehabilitation unit* means a facility or separate section of a *hospital* that is designated, staffed and equipped to provide restorative services under the supervision of a trained and experienced rehabilitation medicine *doctor*. A facility must be accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and licensed or approved by the state or local licensing agency.

*Second degree burns* means you or your *covered dependent* has been *diagnosed* with damage to the epidermis and dermis skin layers.

*Sickness* means a disease, illness or other condition not related to *injury* including diseases or infections resulting from bug bites, stings or infestations by microorganisms.

*Third degree burns* means you or your *covered dependent* has been *diagnosed* with damage to the epidermis, dermis and hypodermis skin layers.

*Treatment* means any medical service, procedure, consultation, advice, tests, observation, supplies, equipment, x-rays or surgery, including the prescription of drugs or use of prescription drugs or insulin.

## SUMMARY OF GROUP ACCIDENT ONLY INSURANCE

This summary is intended to help understand your group insurance. It does not change any of its provisions.

**Accident Only Insurance**

There may be certain benefits and amounts you may be eligible to elect and the coverage in force for you or a *covered dependent* will depend on any elections made.

The *policy* pays a fixed benefit when you or a *covered dependent* becomes *injured*, dismembered or dies due to a covered *accident*. The *policy* explains the situations in which you or a *covered dependent* will receive limited or no benefits.

The *policy* includes a portability provision. If your *accident only insurance* ends under certain circumstances, it may be possible to *port* your *accident only insurance* and your dependent's *accident only insurance*, if any.

Premiums must continue to be paid, either under the *policy* or under the group portability policy, if eligible, for benefits to be paid as a result of an *accident*.

In the following pages, the provisions that describe a particular coverage were designed to be used in both the *policy* and the certificate. Therefore the terms “you” and “your” are used to refer to the *covered person*.

**IMPORTANT: The benefits of this certificate are provided under a limited *policy*. This is an *accident only* certificate. It does not pay benefits for *sickness* or loss from any other cause.**

**Please read your certificate carefully.**

## ELIGIBILITY AND TERMINATION PROVISIONS FOR ACCIDENT ONLY INSURANCE

### Eligible Persons

To be eligible for insurance, a person must:

- be a member of an *eligible class*; and
- complete any Service Requirement shown in the Schedule by continuous service with the employer, the *policyholder*, or an *associated company*.

The Present Service Requirement applies to persons in an *eligible class* on the Effective Date of the *policy*. The Future Service Requirement applies to persons who become members of an *eligible class* after that.

### Effective Date for an Eligible Person

Any *noncontributory* insurance will take effect on the Entry Date shown in the Schedule in the *policy*.

For any *contributory* insurance, a person must apply for insurance on a form acceptable to us, and agree to pay part or all of the premium.

- If a person applies before becoming eligible, insurance will take effect on the Entry Date shown in the Schedule in the *policy*.
- If the application is made on the date the person becomes eligible, or within 90 days after that, insurance will take effect on the Entry Date occurring on or after the date of the application.
- If application is made more than 90 days after the day the person becomes eligible, or after insurance ended because the premium was not paid, then application must be made during an annual enrollment period. Insurance will take effect on the policy anniversary occurring on or after the date of the application.

In no event will a person's insurance take effect before the *policyholder's* effective date.

### Exception to Effective Date

If an eligible person is not at *active work* on the day insurance would otherwise take effect, insurance will not take effect until the person returns to *active work*. If the day insurance would normally take effect is not a regular work day for a person, insurance will take effect on that day if the person is able to do his or her regular job.

### When a Person's Insurance Ends

A *covered person's* insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for a person's *eligible class*;
- a person is no longer in an *eligible class*;
- a person stops *active work*; however, for a *covered person* who renews his or her contract with the *policyholder* for the next school year, the *policyholder* may consider insurance to continue even though the person stops *active work* during the summer recess; or
- a required contribution was not paid.

If your insurance ends, you may be eligible to *port* your insurance and continue your benefits. Please see the Porting to a Group Portability Policy provision.

**Continuance of Insurance**

If a person is unable to perform *active work* for a reason shown below, the *policyholder* may continue the person's insurance and the person's dependent insurance, if any, on a premium-paying basis provided the person remains in other respects a member of the *eligible class*. The continuance cannot be more than the maximum continuance shown below. Continuance must be based on a uniform policy, and not individual selection.

The maximum continuance for *accident only insurance* is the longest applicable period described below:

- 12 months* for *injury*, *sickness*, or pregnancy;
- 3 months* for lay-off, leave of absence (other than a family or medical leave of absence described below), or change to part-time; or
- the end of the period the *policyholder* is required to allow* for a family or medical leave of absence under:
    - the federal Family and Medical Leave Act; or
    - any similar state law.

* after the last day of *active work*.

Any leave of absence, including a family or medical leave of absence described above, must be approved in advance in writing by the *policyholder* if the person's insurance is to be continued.

**Reinstatement**

If a person re-enters an Eligible Class within 12 months after insurance ends, the person will not have to complete the Service Requirement again. All other provisions of the *policy* will apply as if the person were newly eligible.

## DEPENDENT ELIGIBILITY AND TERMINATION PROVISIONS FOR ACCIDENT ONLY INSURANCE

### Eligible Dependents

Your *eligible dependents* are:

- your lawful spouse, and
- your children from live birth but less than age 26.

"Children" include the following:

- natural children;
- adopted children—a child will be considered adopted on the date of placement in your home;
- stepchildren and foster children, if they depend on you for support and maintenance;
- children, other than your natural or adopted children, for whom you are the legal guardian, who reside with you on a permanent basis and depend on you for support and maintenance; and
- children you are required to cover pursuant to a court or administrative order.

An *eligible dependent* will not include any person who is a member of an *eligible class*. An *eligible dependent* may not be covered by more than 1 *covered person*.

### Dependent Effective Date

Any *noncontributory* dependent insurance will take effect on the day the dependent becomes an *eligible dependent*, or, if later, on the Entry Date shown in the Schedule in the *policy*.

For any *contributory* dependent insurance, you must apply for dependent insurance on a form acceptable to us. You must also agree to pay your share of the premium.

- If you apply before the dependent becomes eligible, dependent insurance will take effect on the Entry Date shown in the Schedule in the *policy*.
- If you apply on the date the dependent becomes eligible, or within 90 days after that, dependent insurance will take effect on the Entry Date occurring on or after the date of your application.
- If you apply more than 90 days after the dependent becomes eligible or after dependent insurance ended because the premium was not paid, then application must be made during an annual enrollment period. Dependent insurance will take effect on the policy anniversary occurring on or after the date of application.

### Exception to Dependent Effective Date

Dependent insurance will not take effect until your insurance for the same coverage under the *policy* takes effect.

If an *eligible dependent* is in a *hospital* or similar facility on the day insurance would otherwise take effect, it will not take effect until the day after the *eligible dependent* leaves the *hospital* or similar facility. This exception does not apply to a child born while dependent insurance is in effect. Dependent insurance for a newborn dependent child, including an adopted newborn dependent child, will automatically take effect at birth. Insurance will continue for 31 days. If you want insurance to continue for a newborn beyond 31 days, you must notify us (if you do not already have dependent child insurance) and make the required premium payment within the 31-day period.

**When Dependent Insurance Ends**

A dependent's insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end dependent insurance;
- that dependent is no longer eligible;
- on the date your insurance for the same coverage under the *policy* ends; or
- on the date a required contribution for dependent insurance was not paid.

If your and your dependent insurance ends, you may be eligible to *port* your insurance and continue your benefits. Please see the Porting to a Group Portability Policy provision.

## SPECIAL DEPENDENT INSURANCE CONTINUANCE PROVISIONS

As specified below, dependent *accident only insurance* may continue, subject to the provisions that describe when insurance ends, and all other terms and conditions of the *policy*. Premiums are required for any coverage continued.

### Physically or Mentally Handicapped Dependent Children

Dependent *accident only insurance* for an *eligible dependent* child will continue beyond the date a child attains an age limit, if, on that date, he or she:

- is unable to earn a living because of physical or mental handicap; and
- is chiefly dependent upon you for support and maintenance.

We must receive proof of the above within 120 days after the child attains the age limit and each year after that, beginning 2 years after the child attains the age limit. There will be no increase in premium for this continued coverage.

Dependent *accident only insurance* will end when the child is able to earn a living or is no longer dependent on you for support and maintenance.

## ACCIDENT ONLY INSURANCE

### Insurance Provided

We will pay the benefit amounts shown in the Schedule if your or your *covered dependent's* death, *dismemberment* or *injury* is caused by an *on the job accident* or *off the job accident*. Any death, *dismemberment* or *injury* must be independent of *sickness* or bodily infirmity, or of any cause other than an *accident*. Any benefits are subject to the provisions of the *policy*.

The following provisions set forth the benefits which are provided under this *policy.* The *accident* must occur while you or your *covered dependent* is insured under this *policy.* Any benefit is subject to the limitations and exclusions described in this *policy*. For benefits to be paid as a result of an *accident,* any required premiums must continue to be paid, either under the *policy* or under the group portability policy, if eligible.

Some of the benefits described in the *policy* may not apply, depending on the plan selected.

### Accident Emergency Treatment

When you or your *covered dependent* receives *treatment* from a *doctor* for an *injury*, we will pay the Accident Emergency Treatment amount shown in the Schedule per *accident*, provided the *treatment* is received within 72 hours of the *accident*. This benefit will be paid for you or your *covered dependent* only once for each *accident* and not more than once per 24 hour period. If you or your *covered dependent* receives *treatment* for the same *injury* in an *emergency room* and non-*emergency room* within the same 24 hour period, we will pay the higher benefit.

### Accident Follow-Up Treatment

When you or your *covered dependent* receives *treatment* from a *doctor* for an *injury* within 72 hours of an *accident* and then later receives follow-up *treatment* from a *doctor* at a *doctor's* office or at a *hospital* as an *outpatient*, we will pay the Accident Follow-Up Treatment amount shown in the Schedule per day for you or your *covered dependent* for each *treatment*, not to exceed 6 payments for an *accident*. The *treatment* must start no later than 30 days of the initial *treatment* from the *doctor,* or any *emergency room* or *hospital* discharge, whichever is later. We will not pay this benefit for the same days that the Accident Emergency Treatment or Physical Therapy benefit is paid. However, if you or your *covered dependent* is eligible for both the Accident Follow-Up Treatment benefit and the Physical Therapy benefit on the same day, we will pay the higher benefit.

### Accident Hospital Confinement

We will pay the Accident Hospital Confinement amount shown in the Schedule for each day that you or your *covered dependent* is *hospital confined* because of an *injury*, provided that the first day of *hospital confinement* is within 30 days of the *accident*. We will not pay for more than 365 days for each *accident* and we will not pay this benefit for the same days that the Rehabilitation Unit benefit is paid. However, if you or your *covered dependent* is *hospital confined* and transferred to a bed in a *rehabilitation unit,* on the day you or your *covered dependent* is transferred and you or your *covered dependent* is eligible for both the Accident Hospital Confinement benefit and the Rehabilitation Unit benefit, we will pay the higher benefit.

### Initial Accident Hospitalization

If you or your *covered dependent* is *hospital confined* due to an *injury*, within 30 days of the *accident*, we will pay the Initial Accident Hospitalization amount shown in the Schedule. If you or your *covered dependent* is confined immediately to the *intensive care unit*, we will pay the ICU Initial Accident Hospitalization amount shown in the Schedule instead. We will only pay the benefit under this provision once for an *accident* and only once each *benefit year* for you or your *covered dependent*.

**Intensive Care Unit Confinement**

For each day you or your *covered dependent* is *hospital confined* in an *intensive care unit* due to an *injury*, we will pay, in addition to benefits payable for *hospital confinement*, the Intensive Care Unit Confinement amount shown in the Schedule, provided the first *intensive care unit* charge is incurred within 30 days of the *accident*. We will not pay this benefit for more than 15 days for each *accident* for you or your *covered dependent*.

**Accident Specific-Sum Injuries**

We will pay the Accident Specific-Sum Injuries amounts shown in the Schedule for the following benefits if you or your *covered dependent* receives *treatment* for the following *injuries* sustained in an *accident*.

- *Second degree burns* or *third degree burns* that cover more than 20 square centimeters of the body's surface, if you or your *covered dependent* receives *treatment* from a *doctor* within 72 hours of an *accident*.

- Skin Grafts. If you or your *covered dependent* receives one or more skin grafts for a *second degree burn* or *third degree burn*, we will pay 50% of the total burn benefit amount we paid for the burn involved.

- *Coma*, *diagnosed* within 30 days of the *accident*.

- Brain concussion, if you or your *covered dependent* suffers a significant blow to the head which results in unconsciousness and is *diagnosed* by a *doctor* using x-ray, CT scan or MRI (magnetic resonance imaging) within 72 hours of an *accident*.

- *Dislocation* with *reduction* under *general anesthesia*. We will pay for no more than 2 *dislocations* per *accident* for you or your *covered dependent*. Benefits are payable for only the first *dislocation* of a joint.

  If a *doctor* performs a *reduction* for a *dislocation* without *general anesthesia*, we will pay 25% of the amount shown in the Schedule for the closed *reduction dislocation*.

- Emergency dental work for broken teeth either repaired with crowns or extracted, which must be performed within 72 hours of the *accident*. We will pay for no more than one dental benefit per *accident* for you or your *covered dependent*.

- Eye *injury* requiring surgical repair or removal of a foreign body from the eye by a *doctor*.

- *Fractures*. We will pay 25% of the benefit amount shown in the Schedule for the closed *reduction* for *chip fractures* and other *fractures* not reduced by open or closed *reduction*. We will pay for no more than 2 *fractures* per *accident* for you or your *covered dependent* and will pay the 2 highest applicable benefit amounts.

- Lacerations described in the Schedule, which must be repaired within 72 hours of the *accident* and repaired under the attendance of a *doctor.*

- *Paralysis.* If you or your *covered dependent* suffers *paralysis* as a result of an *accident*, we will pay a benefit for *quadriplegia* or *paraplegia*. The duration of the *paralysis* must be a minimum of 30 days and must be *diagnosed* within 90 days of an *accident*. This benefit will be payable once per *lifetime* for you or your *covered dependent*.

- Surgical Procedures, which must be performed within 90 days of an *accident*. Two or more surgical procedures performed through the same incision will be considered one operation and benefits will be paid based upon the most expensive procedure.

**Accidental Death**

If within 365 days of an *accident* you or your *covered dependent* dies due to the *accident*, we will pay the Accidental Death amount shown in the Schedule. If the death is a result of a *common carrier accident*, we will pay the *common carrier* amount shown in the Schedule instead of the regular Accidental Death benefit. If an Accidental Dismemberment benefit is paid and you or your *covered dependent* subsequently dies from the same *accident*, any Accidental Death benefit resulting from the same *accident* will be reduced by the amount of the Accidental Dismemberment benefit paid.

**Accidental Dismemberment**

If as the result of an *accident* you or your *covered dependent* suffers *dismemberment* within 365 days of the *accident*, we will pay once per *accident* the highest applicable Accidental Dismemberment amount shown in the Schedule. This benefit will not be paid if the Accidental Death benefit is paid. However, if an Accidental Dismemberment benefit is paid and you or your *covered dependent* subsequently dies from the same *accident*, any Accidental Death benefit resulting from the same *accident* will be reduced by the amount of the Accidental Dismemberment benefit paid.

**Ambulance**

We will pay the Ambulance amount shown in the Schedule if a licensed professional ambulance is used to transport you or your *covered dependent* to a *hospital* due to an *injury* within 72 hours of an *accident*.

**Appliances**

We will pay the Appliances amount shown in the Schedule for wheelchairs, leg or back braces, crutches or walkers if the appliance is prescribed by a *doctor* as necessary due to an *injury*. You or your *covered dependent* is limited to only one appliance amount per *accident*.

**Blood/Plasma/Platelets**

We will pay the Blood/Plasma/Platelets amount shown in the Schedule when you or your *covered dependent* receives a transfusion of a blood product including plasma or platelets (but not immunoglobulins) because of an *injury*. This benefit is limited to one payment for you or your *covered dependent* per *accident*.

**Lodging**

If you or your *covered dependent* is *hospital confined* more than 100 miles from your or your *covered dependent's* residence as a result of an *injury*, we will pay the Lodging amount shown in the Schedule for each day you or an adult family companion who accompanies you or your *covered dependent* is charged for a hotel near the *hospital*. The Lodging amount is limited to a maximum of 1 benefit per day and a *benefit year* maximum of 30 days for each *accident*.

**Major Diagnostic Exams**

If, as a result of an *injury* and within 6 days of the *accident*, a *doctor* prescribes or requests that you or your *covered dependent* receives an angiogram, arteriogram, CT scan, EEG (electroencephalogram), or MRI (magnetic resonance imaging), and the exam is performed in a *hospital, ambulatory surgery center* or *doctor's* office, we will pay the Major Diagnostic Exams amount shown in the Schedule per *benefit year* when an exam charge is incurred, unless there is no charge because the exam is performed in a United States government facility.

**Physical Therapy**

If

- you or your *covered dependent* received *treatment* from a *doctor* for an *injury* within 72 hours of an *accident*;
- a *doctor* prescribes additional *treatment* with a *physical therapist* for that *injury*; and
- the *treatment* from the *physical therapist* starts within 60 days of the initial *treatment* from the *doctor*, or any *emergency room* or *hospital* discharge, whichever is later*;*

then we will pay the Physical Therapy amount shown in the Schedule for each day of *treatment* by the *physical therapist*. We will not pay more than 10 days of *treatment* by the *physical therapist* and we will not pay for any such *treatment* which occurs more than 6 months after the initial *treatment* from the *doctor,* or any *emergency room* or *hospital* discharge, whichever is later. We will not pay this benefit if the Accident Follow-Up Treatment benefit is paid for the same days. However, if you or your *covered dependent* is eligible for both the Accident Follow-Up Treatment benefit and the Physical Therapy benefit on the same day, we will pay the higher benefit.

**Prosthesis**

We will pay the Prosthesis amount shown in the Schedule for a prosthesis prescribed by a *doctor* as necessary due to an *injury*. You or your *covered dependent* is limited to one *prosthesis* per *accident*.

**Rehabilitation Unit**

We will pay the Rehabilitation Unit amount shown in the Schedule for each day you or your *covered dependent* is confined to a bed in a *rehabilitation unit* due to an *injury.*

We will pay this benefit for up to 30 days for any one period of confinement in a *rehabilitation unit*. Confinements in a *rehabilitation unit* will be considered as part of the same period of confinement in a *rehabilitation unit* if they are:

- due to the same or related *accident*; and
- separated by less than 30 days.

This benefit is limited to 60 days per *benefit year*.

The Accident Hospital Confinement benefit will not be paid for the same days that the Rehabilitation Unit benefit is paid. However, if you or your *covered dependent* is *hospital confined* and transferred to a bed in a *rehabilitation unit,* on the day you or your *covered dependent* is transferred and you or your *covered dependent* is eligible for both the Accident Hospital Confinement benefit and the Rehabilitation Unit benefit, we will pay the higher benefit.

**Transportation**

We will pay the Transportation amount shown in the Schedule upon completion of a round trip to transport you or your *covered dependent* to a *hospital* if the purpose of the trip is to obtain medical care prescribed by your or your *covered dependent's* attending *doctor* for *treatment* of an *injury* that is not available within 100 miles of the *accident* or your or your *covered dependent's* residence. We will pay this benefit only for your or your *covered dependent's* transportation. However, we will pay this benefit upon completion of round trip commercial travel by bus, train or airplane for a parent or guardian if the medical care is for a *covered dependent* child and he or she is accompanied by a parent or guardian. This benefit is limited to 3 round trips per *benefit year* for you or your *covered dependent*, including trips in which the *covered dependent* child is accompanied by a parent or guardian. This benefit will not be paid for transportation by ground ambulance or air ambulance.

**Wellness Screening Benefit**

We will pay the Wellness Screening Benefit Amount shown in the Schedule if you provide proof satisfactory to us that you or your *covered dependent* had a wellness screening test performed while covered under the *policy*. This benefit is limited to the wellness screening tests listed below and is limited to one test per *benefit year* per person.

- cardiac exercise stress test
- fasting blood glucose test
- blood test for lipids including total cholesterol, LDL, HDL and triglycerides
- breast ultrasound or mammography
- CA15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- chest x-ray
- colonoscopy
- flexible sigmoidoscopy
- hemocult stool analysis
- pap smear
- PSA (blood test for prostate cancer)
- serum protein electrophoresis
- carotid doppler
- electrocardiogram
- echocardiogram.

This benefit will be paid as long as the *policy* is in force and you or your *covered dependent* remains covered under the *policy*. The benefit will be paid regardless of the results of the test. The wellness screening benefit is paid in addition to any other benefits payable under the *policy*. In order to receive this benefit, you must submit proof that the wellness screening test was performed by providing us with documentation from your *doctor*.

**Beneficiary**

You may change the *beneficiary* for any *accidental death* benefit at any time. Any request to name or change the *beneficiary* must be in writing on a form acceptable to us and signed by you. After we receive the request at our *home office*, the change will take effect on the date you signed it. A *beneficiary* change will be without prejudice to us for any payment we made before we received notice in our *home office*.

You may also send a request to change the *beneficiary* to the main office of the *policyholder*. The change must be made in a manner acceptable to us.

If you named more than 1 *beneficiary*, your amount of insurance will be divided among them equally, unless you specified otherwise.

If a *beneficiary* dies before you do, the rights and interest of that *beneficiary* will end.

If no *beneficiary* is living or existing when you die, or if none was named, or if the *beneficiary* is disqualified by operation of law, your insurance will be paid to the first qualified surviving class of the following classes in this order:

- your lawful spouse;
- your living children, in equal shares;
- your living parents, in equal shares; or
- your estate.

**Spendthrift**

As permitted by law, the benefits under the *policy* are not subject to commutation, encumbrance or alienation. They are not subject to the claim of, or legal process by, any creditor of you or your *beneficiary*.

**General Exclusions**

We will not pay benefits for you or your *covered dependent* if the *accident* or *injury* results, directly or indirectly, from:

- Service in the armed forces or related auxiliaries such as the National Guard or Army Reserve of any country, combination of countries, or international organization at war, whether declared or not;
- War or any act of war, whether declared or not;
- Taking part in a riot or insurrection, or an act of riot or insurrection;
- Committing or attempting to commit an assault or felony;
- Incarceration in a penal institution of any kind;
- Intoxication (intoxication means your or your *covered dependent's* blood alcohol level exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the *injury* occurs);
- Use of any drug, unless used as prescribed by a *doctor*;
- Intentionally self-inflicted injury, while sane or insane;
- Suicide or attempted suicide, while sane or insane;
- Travel or flight in any kind of aircraft, including any aircraft owned by or for the *policyholder* or an *associated company*, except as a fare-paying passenger on a *common carrier*;
- Participation in any kind of sporting activity for compensation or profit, including coaching or officiating;
- Participation in racing, stunting, exhibition work, sport or test driving of a motor vehicle, including but not limited to cars, motorcycles and boats;
- Participation in mountaineering, operating a glider, bungee jumping or skydiving;

- Operating a taxi or any other delivery service for any kind of compensation or profit;
- Any physical or mental *sickness* or related complications*;* or
- *Treatment* or complications of *treatment*.

We will not pay benefits for you or your *covered dependent* relating to or resulting from any of the following:

- Services or *treatment* not included in the Schedule;
- Services or *treatment* for which you or your *covered dependent* is not charged, unless there is no charge because the facility is a United States government facility;
- Services or *treatment* provided by a *family member;*
- Services or *treatment* rendered or *hospital confinement* outside the United States; or
- Dental care except for emergency dental work for broken teeth either repaired by crowns or extracted due to an *accident*.

**Porting to a Group Portability Policy**

If all of your *accident only insurance* ends for a reason other than you did not pay your share of the premium, you may be eligible to *port* your insurance and your dependent insurance currently in force. You must *port* your *accident only insurance* in order to *port* your *covered dependent's accident only insurance*. A *covered dependent* may not *port* his or her *accident only insurance*. Your insurance under the group portability policy will be a continuation of your insurance and your dependent insurance, if any, under this *policy* and all benefits, limitations and exclusions under this *policy* will continue to apply to your insurance and your dependent insurance, if any, under the group portability policy.

You are not eligible to *port* if the *accident only insurance* ends because you did not pay your share of the premium.

You must apply and pay the premium within 31 days after your coverage ends. No *proof of good health* is required.

If an *accident* occurs within 31 days after your *accident only insurance* ends, but before you have applied to *port*, we will pay any benefits as if you had *ported*. However, you must pay any premium due.

The insurance can be continued under the group portability policy until the later of the day before your 65$^{th}$ birthday or 12 months from the date your coverage under the *policy* ends.

We will notify you of the amount of premium due, the frequency of premium payments and the premium due dates. If any premium is not paid when due, you will have a 31 day grace period. Insurance will end at the end of the grace period if you fail to make the required premium payment within that time. We will not change the premium rate more than once in any period of 6 consecutive months and we will give you 31 days advance written notice of any change in rates.

**Assignment**

Neither you nor your *covered dependent* can assign any of the *accident only insurance* benefits.

## CLAIM PROVISIONS FOR ACCIDENT ONLY INSURANCE

### Payment of Benefits

We will pay benefits when we receive all the required proof of covered loss.

### To Whom Payable

Death Benefits:

We will pay the Accidental Death benefit in the event of your death to your *beneficiary*. We will pay the Accidental Death benefit in the event of the death of your *covered dependent* to you. If you are not living or are disqualified by operation of law, we will pay the deceased dependent's estate.

If no *beneficiary* is living at your death, we may pay part of your *accidental death* insurance to any person we decide is entitled to it because of expenses incurred during your last illness or for your funeral.

All Other Benefits:

We will pay all other benefits to you, if you are living. However, if medical evidence indicates that a legal guardian should be appointed, we will hold further benefits due until such time as a guardian of your estate is appointed and we will pay benefits to such guardian at that time. If any amount remains unpaid when you die, we will pay your estate.

However, benefits paid on behalf of you or your *covered dependent* under the *policy* shall be paid to the Michigan Human Service Department when:

- the department of social services has paid or is paying benefits on behalf of you or your *covered dependent* under Michigan's Medicaid program pursuant to Title XIX of the federal Social Security Act, 42 U.S.C. 1396, et seq.;
- payment for the services in question has been made by the Michigan Human Services Department to the Medicaid provider; and
- we are notified that you or your *covered dependent* receives benefits under the Medicaid program and that benefits must be paid directly to the Michigan Human Services Department.

If you are not the custodial parent of your *covered dependent* children, we will pay any claims submitted on behalf of your *covered dependent* children to the custodial parent of your *covered dependent* children.

Any amount we pay in good faith releases us from further liability for that amount.

### Filing a Claim

You or your *beneficiary* must send us notice of the claim. We must have written notice of any insured loss within 30 days after it occurs, or as soon as reasonably possible. You can send the notice to our *home office*, to one of our regional group claims offices, or to one of our agents or administrators. We need enough information to identify you as a *covered person*.

Within 15 days after the date of your notice, we will send you or your *beneficiary* certain claim forms. The forms must be completed and sent to our *home office* or to one of our regional group claims offices. If you or your *beneficiary* does not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.

The time limit for filing a claim is 90 days after the date of the loss, *treatment* or service.

### Proof of Loss

Written proof of loss must be furnished to our *home office*, to one of our regional group claims offices, or to one of our agents or administrators within 90 days after the occurrence or commencement of any covered loss.

In the case of claims for loss for which this *policy* provides any periodic payment contingent upon continuing loss, proof of loss must be furnished within 90 days after the termination of the period for which we are liable. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

You or your *beneficiary* must provide us with all of the information we specify as necessary to determine proof of loss and decide our liability. This may include but is not limited to medical records, *hospital* records, pharmacy records, test results, therapy and office notes, mental health progress notes, medical exams and consultations, tax returns, business records, Workers' Compensation records, payroll and attendance records, billing records, invoices, receipts, police reports, autopsy reports and investigative reports.

You or your *beneficiary* must provide us with a written authorization allowing the sources of relevant information to release documents to us which enables us to decide our liability. If you do not provide us with the items and authorization necessary to allow us to determine our liability, we will not pay benefits.

**Right to Examine or Interview**

We may ask you or your *covered dependent* to be examined as often as we require at any time we choose. For an *accidental death* claim, we may have an exam or autopsy performed, before or after burial, where allowed by law. We may require you or your *covered dependent* to be interviewed by our authorized representative. We will pay third party charges for any independent medical exam or interview which we require. If you or your *covered dependent* fails to attend or fully participate, we will not pay benefits.

**Limit on Legal Action**

No action at law or in equity may be brought against the *policy* until at least 60 days after you file proof of loss. No action can be brought after the applicable statute of limitations has expired, but, in any case, not after 3 years from the date of loss.

**Review Procedure**

A review of a denial of any claim must be requested within 60 days after receipt of the notice of denial.

You or your *beneficiary* has the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to the claim for benefits, and you or your *beneficiary* may submit written comments, documents, records and other information relating to the claim for benefits.

We will review the claim after receiving the request and send a notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and reference the relevant provisions of the *policy*. We will also advise of further appeal rights, if any.

**Incontestability**

The validity of the *policy* cannot be contested after it has been in force for 2 years, except if premiums are not paid.

Any statement made by the *policyholder* or a *covered person* will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the *covered person* or the *beneficiary*.

No statement, except fraudulent misstatement, made by a *covered person* about insurability will be used to deny a claim for a loss incurred after coverage has been in effect for 2 years.

No claim for loss starting 2 or more years after the *covered person's* effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

**Overpayment**

We have the right to recover any overpayments due to:

- fraud; or
- any administrative error we make in processing a claim.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

We will not recover more money than the amount we paid you. However, we reserve the right to recover any prior or current overpayment from a claim under the *policy*.

## GENERAL PROVISIONS

### Entire Contract

The *policy*, the *policyholder's* application attached to it, and your application for insurance are the entire contract. In the absence of fraud, any statement made by you or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you or your *beneficiary*.

### Errors

An error in keeping records will not cancel insurance that should continue; nor will it continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

### Misstatements

If any information about you or the *policyholder's* plan is misstated or altered after the application is submitted, including information with respect to participation or who pays the premium and under what circumstances, the facts will determine whether insurance is in effect and in what amount. We will retroactively adjust the premium.

### Certificates

We will send certificates to the *policyholder* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

### Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

### Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

### Fraud

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the *policy* and recovery of any amounts we have paid.

## SUMMARY PLAN DESCRIPTION

This Summary Plan Description is issued to you in compliance with the Employee Retirement Income Security Act of 1974 (ERISA). Included within this document is your Certificate of Insurance, issued by Union Security Insurance Company in compliance with state law. Your Summary Plan Description does not replace or modify the Master Policy issued by Union Security Insurance Company in any way. The Master Policy is the contract which sets forth the terms and conditions of the benefits the Plan Sponsor chose to provide in its welfare benefit plan. The Master Policy may be amended at any time by agreement between the Plan Sponsor and Union Security Insurance Company. The Master Policy may be terminated at any time by the Plan Sponsor or may be terminated by Union Security Insurance Company for non-payment of premium or for failure to meet the Master Policy's minimum participation requirements. The Plan Administrator has the obligation to prepare, issue, amend and file the Summary Plan Description (SPD) and is solely responsible for its contents.

## GENERAL ADMINISTRATIVE PROVISIONS

**Name of the Plan:**

Lakeview Community Schools

**Plan Sponsor:**

Lakeview Community Schools
123 5th St
Lakeview, MI 48850
989.352.6226

**Employer I.D. Number:**

38-6025862

**Type of Plan:**

An employee welfare plan providing benefits for:

Accident Only Insurance
Accident Only Insurance for Dependents

**Plan Number:**

PN501 unless another number is assigned by the employer, the Plan Administrator, or on any Form 5500 filed for the Plan.

**Effective Date:**

The plan, as described in this SPD, became effective on January 1, 2017.

Any italicized terms are defined in the certificate, which is hereby incorporated by reference.

**Who Is Eligible:**

Class I: Each full-time Lakewood Educational Association or Lakeview Educational Support Personnel employee of the *policyholder* or an *associated company*,

- who is at *active work*, and
- who is working in the United States of America,

as identified on the *policyholder's* or our records, except any temporary or seasonal worker.

Class II: Each part-time employee hired prior to October 1, 2011 of the *policyholder* or an *associated company*,

- who is at *active work*, and
- who is working in the United States of America,

as identified on the *policyholder's* or our records, except any temporary or seasonal worker.

For dependent insurance - Each *eligible dependent* of a person eligible and insured for employee insurance.

**Service Requirement:**

Each full-time support staff in an *eligible class* – 40 day(s)

Each part-time employee in an *eligible class* – 40 day(s)

**Entry Date:** An eligible person will become insured on the day all eligibility requirements are met.

Full-time means working at least 20 hours per week.

Part-time means working at least 10 hours per week.

The plan may also cover other persons not included above. Check with the plan administrator.

**Plan Administrator:**

Lakeview Community Schools
123 5th St
Lakeview, MI 48850
989.352.6226

**Type of Administration:**

This plan is insured by a contract with Union Security Insurance Company, 2323 Grand Boulevard, Kansas City, Missouri 64108-2670.

**Amendment or Termination of Plan:**

This plan may be amended or terminated at any time by the Plan Sponsor.

**Agent for Service of Legal Process:**

Lakeview Community Schools
123 5th St
Lakeview, MI 48850
989.352.6226

**Plan Records:**

The fiscal records for the plan are kept on a policy year basis ending on the last day of December each year.

**Cost of Benefits:**

The premiums for the Accident Only Insurance plan for employees are paid for entirely by you.

The premiums for the Accident Only Insurance for Dependents plan are paid for entirely by you.

**Your plan includes:**

Accident Only Insurance
Accident Only Insurance for Dependents

The benefits, limitations and exclusions are described in the Certificate which is found within this Description.

## STATEMENT OF ERISA RIGHTS

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

(i) Examine, without charge at the plan administrator's office and at other specified locations such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and, if required, a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

(ii) Obtain, upon written request to the plan administrator, copies of all documents governing the plan, including insurance contracts and collective bargaining agreements, and, if required, copies of the latest annual report (Form 5500 Series) and the updated summary plan description. The administrator may make a reasonable charge for the copies.

(iii) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate our plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for welfare benefits is denied in whole or in part you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request certain materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court may decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## CLAIMS PROCEDURE

The following procedures apply to the extent benefits under your employee benefit plan are insured under a contract issued by Union Security Insurance Company.

### PRESENTING A CLAIM

Contact your plan administrator, who will advise you of any forms which are required. These forms should be returned to the Plan Administrator after completion. This Administrator will review them, complete any information concerning eligibility and forward them to Union Security Insurance Company. Time limits for filing the claim and other requirements for notice and proof of loss may be found under the heading, "Filing A Claim".

### NOTIFICATION OF DECISION— ACCIDENT ONLY

A decision will be made within 90 days after receipt by Union Security Insurance Company of a properly executed, complete proof of loss, unless special circumstances beyond the control of the Plan require an extension of time for processing the claim. Such an extension of time may not exceed 90 additional days. If the claim is denied in whole or in part, Union Security Insurance Company will provide written notice either directly to you or to the Plan Administrator for delivery to you. The written notice will contain:

1. The specific reason or reasons for the denial;
2. Specific reference to pertinent provisions of the policy upon which the decision is based;
3. A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary; and
4. An explanation of the plan's claim review procedure.

### REVIEW PROCEDURE—ACCIDENT ONLY

You are entitled to a full and fair review of denial of claim. You may make a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure is as follows:

1. The request for review must be in writing and made within 60 days of receipt of written notice of denial;
2. You may review, upon request and free of charge, copies of all documents, records, and other information relevant to the claim for benefits. You have the right to review copies of any internal rule, guideline, protocol, or other similar criterion that was relied upon in making our decision to deny your claim. You have the right to request that we identify all medical experts whose advice was obtained on behalf of the plan;
3. You have the right to submit issues and comments in writing, along with additional documents, records, and other information relating to the claim;
4. If our decision is based on medical necessity or experimental treatment or similar exclusion or limit, you have the right to an explanation of the scientific or clinical judgement for the determination, which will be provided upon request and free of charge;
5. The Plan Administrator will forward the request to Union Security Insurance Company;
6. Union Security Insurance Company will make a decision upon review within 60 days after receipt of the request unless special circumstances require an extension of time for processing in which case the time limit shall not be later than 120 days after receipt. The decision on review will be in writing, include the specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based and be furnished either directly to you or to the Plan Administrator for delivery to you.

**Union Security Insurance Company**
2323 Grand Boulevard
Kansas City, MO 64108

Policy 5460318
Participant 0
Booklet 10
1/7/2017