



How Does OptiMed Medical Work?

It's Simple...

1. **Find a Provider:** Locates a participating network provider. Call OptiMed Customer Service at: **1-800-482-8770**
2. **Schedule an Appointment:** Set up an appointment and see your doctor.
3. **Benefit Amounts:** OptiMed pays based on a fixed schedule of benefits. If the plan design states that you are entitled to a \$60 office visit, the benefit you are entitled to is \$60 even if you choose an out of network provider. OptiMed does not reduce the benefit amount.
4. **Assignment of Benefits:** OptiMed also allows an assignment of benefits. You should have to pay nothing up front. OptiMed does not have any deductibles or coinsurance, and prescriptions are subject to co-pays.
5. **Payment:** The provider should bill OptiMed directly. If the provider wishes you to pay up front have them call OptiMed customer service while you are at the provider's office. If you elect to pay up front you can easily file a claim with OptiMed.
6. **Network:** If you chose an in network provider, you are entitled to a discount. This means that you are able to save out of pocket expenses. OptiMed discounts the bill and sends the provider the benefit payment along with an explanation of benefits. You also receive an explanation of benefits. Should there be a balance due, the provider then bills you for the difference. If you choose an out of network provider, you are still entitled to your benefit, but not a discount.

Example: *Figures below are for illustrative purposes only. Actual Provider bills will vary.*

<u>In-Network:</u>		<u>Out of Network:</u>	
Physician office visit bill:	\$100	Physician office visit bill:	\$100
Sample discount at 20%:	-\$ 20	No discount:	-\$ 00
<u>Benefit payment</u>	<u>-\$ 60</u>	<u>Benefit payment</u>	<u>-\$ 60</u>
Member Out of Pocket	\$ 20	Member Out of Pocket	\$ 40



OptiMed Med-Choice Plus Open Access Plan

AVAILABLE OPTIMED BENEFIT OPTIONS (All medical benefit maximums shown are <u>per person</u>)	Benefit Amounts
Calendar Year Overall Maximum Medical Benefit	\$100,000
Outpatient Physicians Office Visit Benefit - \$240 calendar year maximum	\$40 per visit
Emergency Room Benefit for Sickness - Included in office visit maximum	\$40 per visit
Wellness Care Benefit - \$150 calendar year maximum	\$50 per visit
Outpatient X-Ray & Lab	PPO discounts apply
Emergency Room Benefit for Accidents (For treatment in an emergency room if performed within 72 hours of the accident)	\$300 per visit
Inpatient Surgical Schedule -	PPO discounts apply
• Outpatient Surgical Schedule -	PPO discounts apply
• Anesthesiology—Inpatient and Outpatient	PPO discounts apply
Hospital Indemnity Benefit (for sickness or accidents) Requires 24 hour stay	\$100 per day
• Intensive Care - 30 day calendar year maximum (paid in addition to Hospital Indemnity Benefit)	\$100 per day
• Substance Abuse - 30 day calendar year maximum	\$100 per day
• Skilled Nursing - For stays in a skilled Nursing Facility after a 3+ day hospital stay maximum of 60 days per stay	\$50 per day
• Mental Illness - \$5,000/year maximum & \$30,000/lifetime maximum	\$100 per day
Term Life Insurance/AD&D	\$5,000/\$5,000
Dependent Life - Term Life Insurance Only	
• Employee	\$5,000
• Spouse	\$2,500
• Children 6 months to 19, 25 if full time student	\$1,250
• Infants 14-days to 6 months	\$125
Outpatient Prescription Drug Card (RX Discount Card with Formulary/Non-Formulary—Discounts only)	\$10/\$20/\$40 Tiered drug List discount card

Monthly Rates	Employee Only	Employee + 1	Family
Rate	\$48.12	\$78.06	\$100.85

**PPO Medical network:
Beechstreet.**

This is not a contract of insurance. Above Indemnity benefits provided through Fidelity Security Life Insurance Company. This is a brief summary of a group limited medical indemnity insurance plan designed to assist you in the process of comparing several health insurance options. This plan is not major medical insurance and is NOT designed to replace, provide, or modify major medical insurance. Some provisions, benefits, and exclusions or limitations listed herein may vary depending on state of residence.

Additional Included OptiMed Benefits:
National Medical PPO - Free Online Doctor's Office Visits - Catastrophic Care Services™ - Disease Management- National Dental Network - National Vision Plan - Maternity Care - National Lab Program - 24 Hour Nurse Line - Free Section 125 Premium Only Plans (POP) - Free Cobra Administration



Disclosures: Administered by United Group Programs, Inc. Prescription, term life, AD&D and medical benefits underwritten by Fidelity Security Life Insurance Company, Kansas City, MO 64111
 Policy Nos. LM-108
 Policy Form Nos. M-6005

Certain Group Reform states require a minimum of 51+ eligible employees. Before any presentation of a proposal, please check with your OptiMed sales representative to be certain that the program being proposed is appropriate for the state intended. This is not an offer of sale. No offering of this material should be given without the expressed approval of OptiMed, and any offering will be based upon state availability, underwriting guidelines, agent guide, and minimum group size and participation requirements being met. The OptiMed program is not available in the State of Washington. Please check with your OptiMed sales representative to confirm that OptiMed is available in the state or states in which you may have an interest in offering OptiMed.

OptiMed Value Care Plus Open Access Plan

AVAILABLE OPTIMED BENEFIT OPTIONS (All medical benefit maximums shown are per person)	Benefit Amounts
Calendar Year Overall Maximum Medical Benefit	\$100,000
Outpatient Physicians Office Visit Benefit - \$360 calendar year maximum	\$60 per visit
Emergency Room Benefit for Sickness - Included in office visit maximum	\$60 per visit
Wellness Care Benefit - \$150 calendar year maximum	\$50 per visit
Outpatient X-Ray & Lab - \$300 calendar year maximum	\$30 per day
Emergency Room Benefit for Accidents (For treatment in an emergency room if performed within 72 hours of the accident)	\$500 per visit
Inpatient Surgical Schedule -	PPO discounts apply
• Outpatient Surgical Schedule -	PPO discounts apply
• Anesthesiology—Inpatient and Outpatient	PPO discounts apply
Hospital Indemnity Benefit (for sickness or accidents) Requires 24 hour stay	\$500 per day
• Intensive Care - 30 day calendar year maximum (paid in addition to Hospital Indemnity Benefit)	\$500 per day
• Substance Abuse - 30 day calendar year maximum	\$500 per day
• Skilled Nursing - for stays in a skilled Nursing Facility after a 3+ day hospital stay maximum of 60 days per stay	\$250 per day
• Mental Illness - \$5,000/year maximum & \$30,000/lifetime maximum	\$500 per day
Term Life Insurance/AD&D	\$5,000/\$5,000
Dependent Life - Term Life Insurance Only	
• Employee	\$5,000
• Spouse	\$2,500
• Children 6 months to 19, 25 if full time student	\$1,250
• Infants 14-days to 6 months	\$125
Outpatient Prescription Drug Card Prescription drug formulary applies - Drugs not on the formulary receive discounts only. (\$15 generic co-pay for oral contraceptives. Brand discounts - limitations / exclusions apply)	\$10 Generic Co-pay
• Employee Only (calendar year maximum)	\$2,500
• Employee + 1 (calendar year maximum)	\$4,000
• Family (calendar year maximum)	\$5,000

Monthly Rates	Employee Only	Employee + 1	Family
Rate	\$87.22	\$154.41	\$207.92

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AVAILABLE OPTIMED BENEFIT OPTIONS (All medical benefit maximums shown are per person)	Benefit Amounts
Calendar Year Overall Maximum Medical Benefit	\$100,000
Outpatient Physicians Office Visit Benefit - \$450 calendar year maximum	\$75 per visit
Emergency Room Benefit for Sickness - Included in office visit maximum	\$75 per visit
Wellness Care Benefit - \$150 calendar year maximum	\$75 per visit
Outpatient X-Ray & Lab - \$300 calendar year maximum	\$40 per day
Emergency Room Benefit for Accidents (For treatment in an emergency room if performed within 72 hours of the accident)	\$1,000 per visit
Inpatient Surgical Schedule - \$2,000 calendar year maximum—See surgical schedule	\$2,000
• Outpatient Surgical Schedule - 50% of Inpatient	\$1,000
• Anesthesiology—Inpatient and Outpatient	20% of Surgical benefit paid
Hospital Indemnity Benefit (for sickness or accidents) Requires 24 hour stay	\$800 per day
• Intensive Care - 30 day calendar year maximum (paid in addition to Hospital Indemnity Benefit)	\$800 per day
• Substance Abuse - 30 day calendar year maximum	\$800 per day
• Skilled Nursing - for stays in a skilled Nursing Facility after a 3+ day hospital stay maximum of 60 days per stay	\$400 per day
• Mental Illness - \$5,000/year maximum & \$30,000/lifetime maximum	\$800 per day
Term Life Insurance/AD&D	\$5,000/\$5,000
Dependent Life - Term Life Insurance Only	
• Employee	\$5,000
• Spouse	\$2,500
• Children 6 months to 19, 25 if full time student	\$1,250
• Infants 14-days to 6 months	\$125
Outpatient Prescription Drug Card \$10 generic co-pay / \$15 co-pay oral contraceptives / \$50 brand co-pay Prescription drug formulary applies. - Drugs not on the formulary receive discounts only. (limitations / exclusions apply)	
• Employee Only (calendar year maximum)	\$2,500
• Employee + 1 (calendar year maximum)	\$4,000
• Family (calendar year maximum)	\$5,000

Monthly Rates	Employee Only	Employee + 1	Family
Rate	\$154.16	\$284.07	\$387.86

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Dental Plans

Now participation in OptiMed Health Plans offers you even more benefits:

- access to quality dental and eye care plans at discounted rates.
- Your employees will appreciate a benefits package that includes quality dental and eye care coverage to help them care for their own and their families' health.
- These solid plans are backed by fast, accurate claims payment and responsive customer service.

Benefits	Dental Plan 3 (Full Service)	<p><u>In-Network</u> In-Network (PPO) dentists have agreed to provide services to insureds at a specified discounted fee.</p> <p><u>U&C</u> Usual & Customary. These plans utilize the 80th percentile of U&C, which means 8 out of 10 dentists in a specific area charge at or below the plan allowance for a procedure.</p> <p>Proposal valid for 31 days after issuance.</p>
Type 1 (Preventive) Procedures	1 evaluation and 1 cleaning per 6 months, fluoride under age 14, bitewing films, Sealants under age 14	
In-Network	100%	
Out-of-Network	100% U&C	
Type 2 (Basic) Procedures	Space maintainers, E-rays, problem-focused exams, fillings, simple Extractions	
In-Network	60-70-80%	
Out-of-Network	60-70-80% U&C	
Type 3 (Major) Procedures	Oral surgery - complex extractions, anesthesia, crowns/crown repair, root canals, periodontics (gum disease) prosthodontics	
In-Network	10-35-50%	
Out-of-Network	10-35-50% U&C	
Calendar Year Deductible, per person	\$0 for Type 1 \$50 for Type 2 & 3, Combined	
Calendar Year Maximum, per person	\$750	

Monthly Plan Rates	Dental Plan 3
Employee Only	\$28.40
Employee + 1 Dependent	\$49.03
Employee + 2 or more Dependents	\$62.71

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Vision Care Plans

- Perfect Vision eye care offers easy-to-administer schedule/defined benefit plans with no network doctors.
- Insureds pay the eye doctor for all services, then submit a claim for reimbursement.
- Plan 2 offers coverage for eye exams as well as materials.

Eye Care		Plan 2
<u>Service</u>	<u>Maximum Covered Expense</u>	
Exam	\$55	
Frames	\$55	
Lenses (per pair of lens; patient pays remainder)		
Single	\$35	
Bifocal	\$50	
Trifocal	\$65	
No line bifocal or progressive power	\$70	
Lenticular	\$70	
Contact Lenses	\$90	
<u>Lifetime Deductible</u>		
Exams	waived	
Lenses (other than Contacts)	waived	
Frames/contact lenses	\$55	

Frequency Allowances

Exam	12 months
Lens	12 months
Frames	12 months

When chosen, contact lenses are in lieu of any other lens or frame benefit during the 12-month period. When lenses and frames are chosen, expenses for contact lenses are not covered expenses during the 12-month period.

Proposal valid for 31 days after issuance.

Monthly Plan Rates	Vision Plan 2
Employee Only	\$6.33
Employee + 1 Dependent	\$9.61
Employee + 2 or more Dependents	\$11.42

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Hoss's Family Steak & Seahouse Servers Enrollment Form

4 Terry Drive, Building 1, Newtown, PA 18940
Phone: (800) 482-8770 Fax: (215) 968-6301

Please Select One	
Addition	<input type="checkbox"/>
Change	<input type="checkbox"/>
Termination	<input type="checkbox"/>

OptiMed Health Plans Limited Medical Indemnity Coverage Employee Enrollment Form				
Information (Please print in ink)		Policy Number: LM-108		* Please check plans selecting below.
Plan Selected:	<input type="checkbox"/> Med-Choice Plus	<input type="checkbox"/> Value Care Plus	<input type="checkbox"/> Select Care	<input type="checkbox"/> Dental & Vision Plans
Name: (Last)	(First)	(Middle Initial)	Social Security Number:	Home Telephone Number: ()
Home Address: (Street) (City) (State) (Zip Code)				Best Time for Company to Call: (Home) (Work)
Billing Address: (Street) (City) (State) (Zip Code) (If different)				Place of Birth: Date of Birth: / /
Status:	<input type="checkbox"/> Male <input type="checkbox"/> Single <input type="checkbox"/> Divorced	Age:	Fax Number: ()	Email Address:
	<input type="checkbox"/> Female <input type="checkbox"/> Married <input type="checkbox"/> Widowed			
Group: Hoss's Family Steak & Seahouse (Servers)			Work Telephone Number: ()	Date of Hire: / /
Beneficiary: (Last) (First) (Middle Initial)			Relationship:	
Dependent Information (Complete only for Dependents to be covered under this plan)				
Dependents Name: (First and Last)	Sex:	Date of Birth:	Social Security Number:	Full-Time Student:
Spouse:		/ /		
Child:		/ /		Yes No
Child:		/ /		Yes No
Child:		/ /		Yes No
Child:		/ /		Yes No
(Attach a separate sheet for additional children)				
Requested Effective Date (check one):				
<input type="checkbox"/> I request an effective date of _____ (must be the 1 st of the month). I understand I cannot change this date.				
<input type="checkbox"/> None, since I am declining coverage.				
<input type="checkbox"/> Declination of Coverage:				
This section must be completed if you are declining coverage for yourself and/or your Dependents. I have been given the opportunity to apply for group insurance provided through Fidelity Security Life Insurance Company. The reason I am not applying for coverage is: _____.				
I understand the Effective Date of Coverage for myself and/or my Dependents may not be available until the next Open Enrollment Period should I desire to apply at a later date unless I am not included as a Late Entrant as defined in the Policy, or unless I apply for coverage during the Annual Open Enrollment Period.				
Coverage (check one):				
<input type="checkbox"/> Employee Only				
<input type="checkbox"/> Employee Plus 1 Dependent				
<input type="checkbox"/> Family				
FIDELITY SECURITY LIFE INSURANCE COMPANY Kansas City, Missouri 64111				

I have reviewed this form and represent the information provided is true and complete. I acknowledge and agree that the insurance product presented and applied for is not a major medical policy; the insurance benefits included in the plan are limited; I am not an independent contractor or self-employed worker; my dependents (for whom I am applying for coverage) and I are not covered under any other limited medical or major medical plan and that if at any time I or my dependents obtain other limited medical or major medical coverage, then my dependents and/or I are no longer eligible under this plan.

I hereby represent that I have reviewed the fraud warning notice (if applicable) included with this application for my state of residence.

Dated at _____ on the _____ day of _____, 20____.

(City and State) (Day) (Month) (Year)

Signature (Parent or Guardian if Under 18) _____ Date _____

FRAUD WARNING NOTICE

<p>For Residents of All States (except the following):</p>	<p>Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.</p>
<p>Arkansas</p>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<p>Colorado</p>	<p>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</p>
<p>District of Columbia</p>	<p>Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the Applicant.</p>
<p>Florida</p>	<p>Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony in the third degree.</p>
<p>Kentucky</p>	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.</p>
<p>Louisiana</p>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<p>Maine/Tennessee</p>	<p>It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.</p>
<p>Nebraska</p>	<p>Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.</p>
<p>New Jersey</p>	<p>Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.</p>
<p>New Mexico</p>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.</p>
<p>Pennsylvania</p>	<p>Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p>



Limited Medical Indemnity
With Life/AD&D and Outpatient Prescription Drug Benefits
For Employer Groups

Notwithstanding any provision in the Policy to the contrary, the policy does not provide any benefits for the following charges, services or supplies:

- 1) suicide or any attempt of suicide, while sane or insane (while sane in Colorado or Missouri);
- 2) any intentionally self-inflicted injury or Sickness or any attempt thereof (while sane in Colorado or Missouri);
- 3) participation in a riot, insurrection, rebellion, civil commotion, civil disobedience, or unlawful assembly. For purposes of this exclusion, "participation" means to take an active part in common with others; "riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss, which occurs while acting in a lawful manner within the scope of authority;
- 4) committing, attempting to commit, or taking part in a felony, battery, assault, or engaging in an illegal occupation;
- 5) participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, or hang gliding or any hazardous sports activity for exhibition purposes;
- 6) flying as a pilot, crew member, or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7) any accident occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the accident took place);
- 8) declared or undeclared war or acts thereof;
- 9) accidental bodily injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro-rata for any period of active duty);
- 10) accident or sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits which the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law, whether or not application for such benefits have been made;
- 11) unless specifically provided for in the Policy, charges for the treatment of:
 - a) mental or nervous disorder;
 - b) alcoholism;
 - c) voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage; or
 - d) substance abuse;
- 12) charges for the treatment of:
 - a) codependency;
 - b) social, occupational or religious maladjustment;
 - c) compulsive gambling; or
 - d) chronic marital or family problems when not related to the primary focus of treatment which must be a diagnosable mental disorder;
- 13) unless specifically provided for in the Policy, rest care or rehabilitative care and treatment;
- 14) cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: Reconstructive surgery and prosthetic devices, unless due to an accident and performed within one year from the accident or to repair a congenital or abnormal defect of a newborn child while covered under the Policy;
- 15) unless specifically provided for in the policy, immunization shots and routine examinations such as: health exams, periodic check-ups, pre-marital exams and routine physicals, unless they are necessary for the diagnosis and treatment of a sickness;
- 16) pregnancy unless specifically provided for in the Policy,
- 17) routine newborn care such as hospital and physician services during hospital confinement immediately following birth. Payment for routine physician's services will be limited to one routine inpatient examination of the well newborn child performed by a physician other than the physician who delivered the baby or administered anesthesia during delivery;
- 18) voluntary abortion, except with respect to the eligible employee or covered dependent spouse: a) where such person's life would be endangered if the fetus were carried to term; or b) where medical complications have arisen from an abortion;
- 19) the reversal of tubal ligation and vasectomies;
- 20) charges for treatment of male or female infertility; artificial insemination, in vitro or in vivo fertilization, including any related testing, medications or physician's services;
- 21) dependent child maternity;
- 22) sex changes;
- 23) unless specifically provided for in the policy, treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;
- 24) unless specifically provided for in the policy, charges for outpatient food, food supplements or vitamins;
- 25) unless specifically provided for in the policy, charges for services in the nature of educational or vocational testing or training;
- 26) charges related to smoking cessation;
- 27) unless specifically provided for in the policy, air, water or ground ambulance service;
- 28) unless specifically provided for in the policy, charges for treatment or services for temporomandibular joint dysfunction or TMJ pain syndrome, orofacial, or myofascial syndrome whether medical or dental in scope;
- 29) with regard to any outpatient benefit, visits made, examinations given, x-rays or laboratory tests performed as an in-patient while confined to a hospital;
- 30) unless specifically provided for in the policy, Prescription Drugs;
- 31) unless specifically provided for in the policy, routine eye examinations, refractions, eyeglasses, or their fitting;
- 32) unless specifically provided for in the policy, any procedure intended to enhance an insured person's quality of vision that is not essential to the treatment of a sickness or injury;
- 33) unless specifically provided for in the policy, hearing aids or their fitting;
- 34) unless specifically provided for in the policy, dental examinations, dental care or oral surgery other than expenses resulting from accidental injury;

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**Limited Medical Indemnity
with Life/AD&D and Outpatient Prescription Drug Benefits**
For Employer Groups
(Continued)

- 35) experimental or investigational treatments or surgery;
- 36) unless specifically provided for in the policy, diagnostic and surgical procedures, including but not limited to, diagnostic laboratory and pathology procedures, diagnostic radiology, nuclear medicine and ultra sound procedures;
- 37) charges for stand-by surgeons, pediatricians, anesthesiologists, anesthesiologists, or other doctor as defined by the plan, or stand-by supplies, equipment, rooms, or any other service, supply or treatment not actually used in the care or treatment of an accident or sickness;
- 38) charges made by, durable equipment recommended by, or drugs dispensed by; a physician, surgeon, nurse or other doctor who:
 - a) normally employees with the insured person;
 - b) is a member of the insured person's family; or
 - c) is the insured person's plan sponsor;
- 39) charges for services provided outside the scope of the license of the institution or practitioner rendering service;
- 40) any charge for which there is no legal obligation to pay; no charge is made; or in the absence of coverage, no charge would be made;
- 41) charges incurred prior to the insured person's effective date of coverage or after termination of coverage;
- 42) charges for care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 43) charges which are not medically necessary for treatment of an accident or sickness;
- 44) charges for services which are not related to and consistent with the treatment of any accident or sickness of the insured person;
- 45) charges for medical care, services or supplies which are not furnished or prescribed by a physician;
- 46) charges for care, treatment, services or supplies that are not approved or accepted for the treatment of an injury, accident or sickness by any of the following:
 - a) The American Medical Association;
 - b) The U.S. Surgeon General;
 - c) The U.S. Department of Public Health; and
 - d) The National Institutes of Health;
- 47) charges in excess of the plan Maximums as shown in the Schedule of Benefits;
- 48) any charge for a service or supply not specifically covered in the Schedule of Benefits; or
- 49) unless specifically provided for in the Policy, charges for Intensive Care.

AD&D and Term Life Rider Exclusions

Suicide while sane or insane (one year in Colorado or Missouri) is not covered under the Term Life Insurance Benefit for two years from the Insured Person's Effective Date. In such event, the Company will only pay a benefit equal to the premium paid.

No benefit will be payable for any Accidental Death or Dismemberment Loss caused by or contributed to by:

- 1) sickness, bodily or mental health, or diagnostic medical or surgical treatment;
- 2) infection, except pyogenic infections resulting from an accidental injury or resulting from the accidental ingestion of a contaminated substance;
- 3) attempted suicide or intentional self-inflicted injury or Sickness while sane or insane (while sane in Colorado or Missouri);
- 4) declared or undeclared war or acts thereof;
- 5) military service for any country or organization, including service with military forces as a civilian whose duties do not include combat; war or any act of war whether declared or undeclared. Upon notice to the Company of entering the armed forces, the Company will return to the Insured Person, pro-rata any premium paid, less any benefits paid, for any period during which the Insured Person is in such service;
- 6) participation in a riot or insurrection. "Participation" means taking an active part in common with others. "Riot" means any use or threat to use force or violence by three or more persons without authority of law;
- 7) Insured Person's commission or attempted commission of a felony, assault or illegal action;
- 8) voluntary taking of any poison, drug, sedative or narcotic or inhalation of any kind of gas unless prescribed by a Physician and taken according to the prescribed dosage;
- 9) legal intoxication where the blood alcohol content of the Insured Person exceeds the legal limit of the state in which the accident took place;
- 10) an on the job injury that is covered by Workers' Compensation;
- 11) participation in any non-occupational activity in which an insured person purposely exposes themselves to an increase in bodily injury. These activities include but are not limited to:
 - a) belaying and repelling rock climbing;
 - b) flying ultra-light aircraft;
 - c) hang-gliding, skydiving, scuba diving, parasailing;
 - d) motorized vehicle stunt driving, racing, jumping drag racing and demolition;
 - e) bungee jumping;
 - f) any hazardous activity for exhibition purposes; or
 - g) flying as a pilot, crewmember, or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route.

Disclosures:

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Outpatient Prescription Drug Benefit Exclusions

Outpatient Prescription Drug benefits are not payable for the following items except as set forth in the rider:

- 1) all over-the-counter products and medications unless shown under the definition of Prescription Drug. This includes, but is not limited to, electrolyte replacement, infant formulas, miscellaneous nutritional supplements and all other over-the-counter products and medications;
- 2) blood glucose meters and insulin injecting devices;
- 3) Depo-Provera, levonorgestral, condoms, contraceptive sponges, spermicides, sexual dysfunction drugs;
- 4) biologicals (including allergy tests), blood products, growth hormones, hemophiliac factors, MS injectables, immunizations, all other injectables unless shown under the definition of Prescription Drug;
- 5) aerochamber, aerochamber with mask, peak flow meter, all other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug;
- 6) liquid nutritional supplement, pediatric Legend Drug vitamins, prenatal Legend Drug vitamins, prescribed versions of Vitamins A, D, K, B12, Folic Acid and Niacin – used in treatment versus as a dietary supplement, all other Legend Drug vitamins and nutritional supplements;
- 7) anorexiant; Any cosmetic drugs including, but not limited to, Renova, skin pigmentation preps, any drugs or products used for the treatment of baldness, topical dental fluorides;
- 8) refills in excess of that specified by the prescribing physician, or refills dispensed after one year from the original date of prescription;
- 9) all newly marketed pharmaceuticals or currently marketed pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication;
- 10) any drug labeled “Caution – limited by Federal Law for Investigational Use” or experimental drugs;
- 11) any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment;
- 12) drugs needed due to conditions caused, directly or indirectly, by an insured person taking part in a riot or other civil disorder, or the insured person taking part in the commission of a felony;
- 13) Drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war; or drugs dispensed to an Insured Person while on active duty in any armed forces;
- 14) any expenses related to the administration of any drug;
- 15) needles or syringes unless shown under the definition of Prescription Drug;
- 16) Drugs or medicines taken while in or administered by a hospital or any other health care facility or office;
- 17) Drugs covered under Workers’ Compensation, Medicare, Medicaid or other governmental programs;
- 18) Drugs, medicines or products which are not medically necessary;
- 19) diaphragms, erectile dysfunction legend drugs, unless specifically listed in the definition of Prescription Drug, infertility legend drugs;
- 20) Epi-Pen, Epi-Pen Jr., Ana-Kit, Ana-Guard, Glucagon-auto injection, Imitrex-auto injection;
- 21) smoking deterrents, legend or over-the-counter; or
- 22) Brand Name Prescription Drugs (unless elected by the Policyholder).

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Dental Plan Limitations

Covered Expenses will not include and no benefits will be payable for expenses incurred:

1. Plan 1 and Plan 2: For Type 3 Procedures. Plan 3: for Type 3 Procedures in the first six months that the insured person is covered under the dental expense benefit. For Plan 3, this limitation is waived for groups with 10 or more employees insured on the effective date of the policy.
2. for any procedure except exams, cleaning and fluoride applications for the first 12 months (Plan 1 and Plan 2) or for the first 24 months (Plan 3) when an employee or dependent becomes classified as a late entrant. An employee or dependent who does not enroll within 31 days from the date the person qualifies for the insurance or who elected to become insured again after canceling a premium contribution agreement will be classified as a late entrant.
3. for any treatment which is for cosmetic purposes. Facings on crowns or pontics behind the second bicuspid are considered cosmetic.
4. to replace any prosthetic appliance, crown, inlay or onlay restoration, or fixed partial denture within eight years (plan 1), five years (Plan 2), or 10 years (Plan 3) of the date of the last placement of these items.
5. for initial placement of any prosthetic appliance of fixed partial denture unless such placement is needed because of the extraction of one or more teeth while the insured person is covered under the dental expense benefit. The extraction of a third molar (wisdom tooth) will not qualify under the above. Any such appliance or fixed partial denture must include the replacement of the extracted tooth or teeth.
6. for any procedure begun before the insured person was covered under the dental expense benefit.
7. for any procedure begun after the insured's insurance under the dental expense benefit terminates; or for any prosthetic dental appliances installed or delivered more than 90 days after the insured's insurance under the dental expense benefit terminates.
8. to replace lost or stolen appliances.
9. for appliances, restorations, or procedures to:
 - a. alter vertical dimension;
 - b. restore or maintain occlusion;
 - c. splint or replace tooth structure lost because of abrasion or attrition.
10. for any procedure which is not shown on the Table of Dental Procedures.
11. for orthodontic treatment.
12. for which the insured person is entitled to benefits under any worker's compensation or similar law, or charges for services or supplies received as a result of any dental condition caused or contributed to by an injury or sickness arising out of or in the course of any employment for wage or profit
13. for charges for which the insured person is not liable or which would not have been made had no insurance been in force.
14. for services which are not required for necessary care and treatment or are not within the generally accepted parameters of care.
15. because of war or any act of war, declared or not.

Eye Care Plan Limitations

Covered Expenses will not include and no benefits will be payable for expenses incurred for:

1. vision examinations more than the frequency as indicated on the plan definition page.
2. lenses more than the frequency as indicated on the plan definition page.
3. frames more than the frequency as indicated on the plan definition page.
4. contact lenses more than once in any twelve-month period. When chosen, contact lenses shall be in lieu of any other lens or frame benefit during the twelve-month period. When lenses and frames are chosen, expenses for contact lenses are not Covered Expenses during the twelve-month period.
5. examinations performed or frames or lenses ordered before the insured was covered under the eye care expense benefits.
6. subject to extension of benefits, any examination performed or frame or lens ordered after the insured's coverage under the eye care expense benefits ceases.
7. sub-normal eye care aids; orthoptic or eye care training or any associated testing.
8. non-prescription lenses.
9. replacement or repair of lost or broken lenses or frames except at normal intervals.
10. any eye examination or corrective eyewear required by an employer as a condition of employment.
11. medical or surgical treatment of the eyes.
12. any service or supply not shown on the Schedule of Eye Care Procedures.
13. coated lenses; oversize lenses (exceeding 71 mm); photo-gray lenses; polished edges; UV-400 coating and facets, and tints other than solid.
14. lenses and frames during the first twelve months that a person is insured under the eye care expense benefits, when the person is a Late Entrant, as defined.

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