

Sample Benefits, exclusions, limitations. Please contact OptiMed for your state specific sample policy.

Any person who becomes a family member after the Certificate Effective Date (except newborn or adopted children who are automatically covered from the moment of birth or adoption or placement for adoption) must be added by endorsement, subject to acceptance by Us of the written application and payment of any required premium. These persons, added as family members by endorsement, will be covered after the effective date of such endorsement. No additional premium will be required for coverage of newborn or adopted children.

SHORT TERM DISABILITY INCOME BENEFIT

If You suffer a Sickness or sustain an Injury that results in Disability, We will provide, after the Elimination Period, the Weekly Benefit for Disability shown in the Certificate Schedule. Benefits will be paid weekly up to, but not to exceed, the Maximum Benefit Period for Disability. For any period of Disability of less than one full week, 1/7th of the weekly benefit will be paid for each day of Disability. In the case of an Injury, Disability must begin within 90 days from the date of the accident causing the Injury. The Weekly Benefit for Disability does not increase if more than one Disability occurs at the same time.

If You are compensated by worker's compensation or under a state disability insurance program, the Weekly Benefit for Disability will be reduced on a dollar-for-dollar basis.

If You suffer a Disability for which benefits are paid, and again suffer a Disability for the same or a related Sickness or Injury, We will consider the new period of Disability to be a continuation of the prior period. If, however, You go back to work full-time for six (6) months or more and becomes disabled again, the new disability will be considered a new period of Disability and full benefits will not begin again until after the Elimination Period has been satisfied.

If You are pregnant and take maternity leave for childbirth, Your Maximum Weekly Benefits for Disability will be paid from the first day of maternity leave for up to, but not to exceed, the Maternity Leave Benefit – Maximum Benefit Period shown in the Certificate Schedule. The Elimination Period does not apply. This benefit is payable only once in any one calendar year.

If, during the Elimination Period, You are Hospital confined, and such confinement is due to a Sickness or Injury that causes a covered Disability, the remainder of the Elimination Period (if any) will be waived and the Maximum Weekly Benefits for Disability will be paid from the first day of Hospital confinement and for the duration of the such Disability up to the Maximum Benefit Period for Disability.

EXCLUSIONS AND LIMITATIONS

Pre-Existing Conditions Limitation: Pre-existing conditions will not be covered during the first 24 months that Your coverage is in force. If this coverage is intended to replace coverage under another group contract, only those Pre-Existing Conditions excluded by the replaced group contract will be subject to exclusion under this coverage.

Exclusions: Coverage is not provided for any Sickness or Injury that is the result of: (1) [normal pregnancy and childbirth; Complications of Pregnancy, however, will be treated as any other sickness]; (2) drug addiction or alcoholism; (3) attempted suicide (while sane or insane) or any intentionally self-inflicted injury; (4) Mental or Emotional Disorders; (5) service in the armed forces or units auxiliary thereto of any country; and, in such event, We will refund any portion of the unearned premium due You upon entrance into such military service; or, (6) war or act of war (whether declared or undeclared), or Your participation in a riot or insurrection.

Coverage is also not provided for any loss: (1) which begins prior to the effective date of coverage or after the termination of Your coverage; (2) to which a contributing cause was Your commission of or attempt to commit a felony or being engaged in an illegal occupation; or, (3) sustained or contracted in consequence of Your being intoxicated or under the influence of any narcotic, unless administered on the advice of a Physician.

[Normal pregnancy and childbirth will not be covered except to the extent provided for under the Maternity Leave Benefit provision. Complications of Pregnancy will be treated as any other sickness.]

TERMINATION OF COVERAGE

Your coverage will remain in force for as long as You are a Full Time employee of the Insured Organization; (2) the premiums for Your coverage are paid; (3) Your organization remains an Insured Organization; and, (4) the Policy remains in force.

Termination of Your coverage will be without prejudice to any covered loss incurred for which such You are collecting disability benefits that began prior to, and continued without interruption beyond, the date of termination, subject to the maximum benefits payable.

DEFINITIONS

Complications of Pregnancy means any condition that requires medical treatment or Hospital confinement prior to or subsequent to the termination of the pregnancy whose diagnosis is distinct from, but is adversely affected by the pregnancy. Such conditions include, but are not limited to: (1) acute nephritis; (2) nephrosis; (3) cardiac decompensation; (4) missed abortion; and, (5) similar conditions of comparable severity. A complication of pregnancy will also include nonelective cesarean section or termination of pregnancy that occurs during a period of gestation when a viable birth is possible. "Complications of Pregnancy" will not include: (1) false labor; (2) occasional spotting; (3) prescribed bed rest; (4) morning Sickness; or, (5) similar conditions that are common to the care of a difficult pregnancy.

Disability means that You are: (a) unable to engage, by reason of a covered Sickness or Injury or a combination thereof, in the material duties of Your regular occupation or employment; and, (b) are under the regular care of a Physician.

The **Elimination Period** is the number of days when a loss is first incurred for which Disability benefits are payable under the Policy, but during which no benefits will be paid. For each day of Disability to be applied towards the satisfaction of the Elimination Period, the loss must be otherwise covered by the Policy and eligible for benefits. When benefits do begin, they will not be retroactive to the beginning of the Elimination Period. The Elimination Period must be satisfied at the beginning of each period of Disability.

Full Time means actively at work for at least [30, 35 or 40] hours per week and for which compensation is paid.

Insured Organization(s) is the Policyholder (if named as an Insured Organization) and/or the named businesses that have signed a Subscription to Trust and made application to the Policyholder, and whose full-time employees are covered under the Policy.

Injury means accidental bodily Injury sustained on or after the Effective Date that causes a loss independent of any other cause and which occurs while this Policy is in force.

Intoxicated means that state that is determined by the laws and/or decisions of the jurisdiction in which loss because of being intoxicated occurs.

Mental or Emotional Disorders are neurosis, psychoneurosis, psychopathy or mental or emotional disease or disorder of any kind.

Maximum Weekly Benefit for Disability means the maximum amount payable for Total Disability during any one (1) calendar week.

Maximum Percentage of Salary Covered is the maximum percentage amount of Your salary that may be compensated for under the Policy.

Maximum Benefit Period for Disability means the total number of weeks for which You may receive benefits for a Disability.

Occupation means Your regular occupation at the start of Total Disability.

Physician means any person, other You a member of Your immediate family, who is licensed to provide medical care and treatment within the scope of their licensed authority for a Sickness or Injury.

A Pre-Existing Condition is any Sickness or Injury diagnosed or for which medical advice or treatment was recommended by or received from a Physician prior to the Certificate Effective Date.

Retirement means the voluntary discontinuation of work or practice on a full-time basis and receiving or being eligible to receive income under the terms of a public or private pension, annuity or retirement plan.

Sickness means any illness or disease diagnosed on or after the Effective Date and while this Policy is in force.

MAKING A CLAIM FOR BENEFITS

Notice of Claim: You must send us written notice of claim within 20 days after the start of a Disability, or as soon as reasonably possible. Send the notice to Us at 500 Helendale Road, Rochester, NY 14609 or to one of Our local agents. Please include Your name and certificate number (if available).

Claim Forms: When We receive Your notice, We will send the claimant forms for filing proof of loss. If these forms are not sent to You within 15 days, You will meet the proof of loss requirement by giving us Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

Proof of Loss: Written proof of loss must be given to Us within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless You were legally incapacitated.

Time of Payment of Claims: We will pay the benefit due You immediately upon receipt of written proof of loss.

Payment of Claims: Benefits payable under this Policy will be paid directly to You. Such benefits may not be assigned. In the event of Your death, any benefits due and unpaid will be paid to Your estate.

Physical Examination and Autopsy: We will have the right to have a Physician of Our choice examine You as often as is reasonably required during the pendency of a claim. We will also have the right to request an autopsy in the case of death where it is not forbidden by law. We will bear all costs for these.

GENERAL PROVISIONS

Incontestability: In the absence of fraud, We will not contest a claim for benefits after Your coverage has been in force for two years.

Legal Actions: No legal actions may be taken to recover under the Policy within 60 days after due written proof of loss has been given as required. No such action may be taken after 3 years (5 years in Florida, Kansas, Kentucky and Tennessee; 6 years in South Carolina and Wisconsin) from the time due written proof of loss is required to be given.

Clerical Error: Clerical error on the part of the Policyholder or an Insured Organization will not void coverage that would otherwise be in force or continue coverage that would otherwise have terminated.

EXCLUSIONS AND LIMITATIONS

With respect to all of the benefits provided under the Policy, no benefits will be payable as the result of:

- (a) suicide or any attempt thereat, while sane or insane. [If any Covered Person, sane or insane, should die by suicide within two years (one year in Colorado and North Dakota) of his or her Effective Date of coverage, Life Insurance benefits will not be payable; (In Missouri, the reference to insanity does not apply and suicide is no defense to payment under this Policy where the Covered Person is a Missouri citizen unless We can show that the Covered Person intended suicide when he or she applied for cover age, regardless of any language to the contrary in the Policy.)]
- (b) any intentionally self-inflicted injury or Sickness;
- (c) rest care or rehabilitative care and treatment;
- (d) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications there from. This exclusion does not apply to cosmetic surgery resulting from an Injury if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
- (e) immunization shots and routine examinations such as: health exams; periodic check-ups; pre-marital exams; and routine physicals, except as otherwise covered under the Policy;
- (f) routine newborn care, including routine nursery charges;
- (g) voluntary abortion, except with respect to the Insured or covered Dependent spouse where such person's life would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion;
- (h) pregnancy of a Dependent child, unless required by law;
- (i) a Covered Person's participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
- (j) a Covered Person committing, attempting to commit, or taking part in a felony, or engaging in an illegal occupation;
- (k) a Covered Person's participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee-jumping, or hang gliding;
- (l) air travel, except:
 - (1) as a fare-paying passenger on a commercial airline on a regularly scheduled route; or
 - (2) as a passenger for transportation only and not as a pilot or crew member;
- (m) any Accident occurring as a result of the Covered Person being intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Accident took place);
- (n) sex changes;
- (o) experimental treatments or surgery;
- (p) the reversal of tubal ligation and vasectomies;
- (q) artificial insemination, in vitro fertilization, and test tube fertilization, including any related testing, medications, or Physician's services, unless required by law;
- (r) treatment of exogenous obesity or weight control;
- (s) an act of war, whether declared or undeclared, or while performing police duty as a member of any military or naval organization. This exclusion includes Injury sustained or Sickness contracted while in the service of any military, naval or air force of any country engaged in war. We will refund the pro rata unearned premium for any such period the Covered Person is not covered;
- (t) Injury or sickness arising out of and in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law, whether or not application for such benefits have been made; and
- (u) Pre-Existing Conditions.

In addition to the Exclusions and Limitations for all Coverages, the following are not covered under the Physician Office Visit Indemnity Benefit and the Diagnostic X-Ray and Laboratory Indemnity Benefit:

- (a) visits made, examinations given, or x-rays or laboratory tests performed as an in-patient while Confined to a Hospital;
- (b) routine eye examinations or fitting of glasses;
- (c) fitting of hearing aids;
- (d) dental examinations or dental care other than expenses resulting from accidental injury; and
- (e) benefits which are provided under any other part of the Policy.

In addition to the Exclusions and Limitations for all coverages, the following are not covered under the Vision Examination Benefit:

- (a) any procedure or service not shown on the Schedule;
- (b) any Vision Examination required by an employer as a condition of employment;
- (c) any vision materials (i.e. glasses, contact lenses, eyeglass lenses, eyeglass frames, safety eyewear, plain or prescription sunglasses, sub-normal vision aids, etc.); and
- (d) medical or surgical treatment of the eyes.

In addition to the Exclusions and Limitations for all coverages, the following are not covered under the Dental Care Benefits:

- (a) charges for dental services performed by other than Dentist or Dental Hygienist;
- (b) services that are not recommended by a dentist or that are not required for the preservation or restoration of oral health;
- (c) services not specified in the Dental Care Benefits;
- (d) repairs or adjustments to dental work within six months of the initial work;
- (e) replacement prosthetics within seven years of last placement;
- (f) treatment involving crowns for a given tooth within seven years of last placement, regardless of the type of crown;
- (g) replacement for inlays or onlays for a given tooth within seven years of last placement;
- (h) implants (materials implanted into or on the bone or soft tissue) or the removal of implants or any related services;
- (i) any services performed for convenience or cosmetic purposes;
- (j) orthodontic treatment;
- (k) temporomandibular joint (TMJ) dysfunctions;
- (l) replacement of teeth missing prior to the effective date of coverage;
- (m) initial placement of removable full or partial dentures, unless it includes the replacement of a functioning natural tooth extracted while the Covered Person is covered under the Group Policy; and
- (n) initial placement of a fixed partial denture including a Maryland Bridge, unless it includes the replacement of a functioning natural tooth extracted while the Covered Person is covered under the Group Policy.