

# TENNESSEE COMPLEMENT CARE Certificates of Insurance



# UBA

*These Certificates of Insurance are for the Complement Care Product. You can call your personal member concierge at 866.438.4274 for any questions with your certificates.*

*Note: The Certificates of Insurance are only for the Group Insurance included in the product and not any non-insurance services that may or may not be included in your membership product. Please refer to the Member Guide for details on any non-insurance services that may or may not be included in your product.*



**READ CAREFULLY FOR ALL LIMITATIONS,  
EXCLUSIONS, AGE LIMITS, DEFINITIONS  
AND SCHEDULE OF BENEFITS.**

\*Group Hospital Indemnity Insurance is underwritten by Sirius America Insurance Company.

Complement Care\_CertificatesofInsurance\_v0222  
[HASA-HI-1000]

United Business Association  
409 W Vickery Blvd, Fort Worth, TX 76104  
866.438.4274 | ubamembers.com

# Member Driven Value.

PGS 03-23

Group Hospital Indemnity Insurance  
Certificate of Insurance

Physician Office Visit & Urgent Care Visit Benefit  
Emergency Room Visit Benefit

ASSOCIATION BENEFITS  
PROVIDED BY:



GROUP HOSPITAL INDEMNITY INSURANCE  
COVERAGE UNDERWRITTEN BY:

Sirius America Insurance Company



BILLING\*, FULFILLMENT,  
& CUSTOMER SERVICE  
PROVIDED BY:



*\*Billing is administered through the Third Party Administrator of H A Partners, Inc. or HealthyAmerica (depending on state).*

# SIRIUS AMERICA INSURANCE COMPANY

140 BROADWAY, 32<sup>nd</sup> Floor  
NEW YORK, NY 10005  
(212) 312-2500

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## GROUP HOSPITAL INDEMNITY INSURANCE CERTIFICATE

**POLICY EFFECTIVE DATE:** September 1, 2021

**POLICY ANNIVERSARY DATE:** September 1, 2022 and  
each September 1 thereafter

Sirius America Insurance Company certifies that We have issued Group Hospital Indemnity Insurance Policy Number HASA-HI-1000 to United Business Association, the Policyholder, to insure Eligible Persons described in this Certificate.

Coverage provided by the Policy will be administered on behalf of the Company by Healthy America.

This Certificate describes the benefits and provisions of the Policy and is in effect for You when You meet the conditions of eligibility described in this Certificate and the Policy under which it is issued. This Certificate takes the place of any other Certificate previously issued to you. It contains all of the terms and conditions applicable to this insurance. Please read it carefully and keep it in a safe place.

This Certificate is not the Policy, nor does it waive or alter any of the Policy's terms and conditions. You may examine the Policy at the office of the Policyholder.

Signed for Sirius America Insurance Company:



Min Huang-Li  
Vice President, Financial Reporting  
and Chief Financial Officer



Robert P. Kuehn  
President

**THIS IS A HOSPITAL CONFINEMENT INDEMNITY CERTIFICATE.  
THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED PROVIDES LIMITED BENEFITS.  
BENEFITS PROVIDED ARE SUPPLEMENTAL  
AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A MEDICARE SUPPLEMENT POLICY.**

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. IT DOES NOT QUALIFY AS MINIMUM ESSENTIAL HEALTH COVERAGE UNDER THE FEDERAL AFFORDABLE CARE ACT.**

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND THE COMPANY.**

**PLEASE READ YOUR CERTIFICATE CAREFULLY  
NON-PARTICIPATING**

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## **SCHEDULE OF BENEFITS**

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This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of its provisions carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by the Policy. Please read each section, including the section describing the benefits, for full details.

**You are an Eligible Person if You are in:**

Class 1 All active members of the Policyholder who have chosen to enroll themselves in the Complement Care plan; or

Class 2 a Dependent Spouse or a dependent Child of an Eligible Person in Class 1 above.

**Maximum Age:** Member and Dependent coverage ends when the Member is age 65

## HOSPITAL INDEMNITY BENEFITS

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Coverage is provided for the following benefits and services received for the Medically Necessary treatment of Injury or Sickness as defined in this Certificate while coverage under the Policy is in force.

Unless otherwise indicated below, any benefit amount, benefit limit or benefit maximum applies to each Covered Person.

### Covered Benefits and Services

#### Office & Urgent Care Visits

|   |       |
|---|-------|
| Daily Benefit Amount  | \$125 |
| Maximum Number of Daily Benefits per Covered Person per Coverage Year | 4     |

#### Emergency Room Visits

|  |       |
|--|-------|
| Daily Benefit Amount   | \$500 |
| Maximum Number of Daily Benefits per Covered Person per Coverage Year for Sickness or Injury | 2     |

### Coverage Year:

Means a period beginning on the Primary Covered Person's Certificate Effective Date and ending 12 months after that date. Successive Coverage Years will begin after the first Coverage Year, each extending for 12-month periods, provided that the Primary Covered Person does not terminate His coverage within the same Coverage Year. If the Primary Covered Person terminates His coverage during a Coverage Year and re-enrolls for coverage under a new certificate within the same Coverage Year, all benefits, benefit limits and benefit maximums will be those that applied to Him under the previously terminated certificate. In this case, a new Coverage Year will begin for the Primary Covered Person after He has been insured under the new certificate for a period of 12 months.

### PREMIUM RATE

\$10.85 per month per member  
\$23.44 per month per member and Spouse  
\$36.73 per month per member, Spouse, and Dependent Children

### MODE OF PREMIUM PAYMENT

Monthly

### PREMIUM DUE DATES

The Certificate Effective Date and the first day of each modal period thereafter

## **GENERAL DEFINITIONS**

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Please note that certain words used in the Policy and this Certificate have specific meanings. The words defined below and capitalized within the text of this Certificate have the meanings set forth below.

**Accident** means a sudden, unforeseeable event that:

1. directly and independently of all other causes results in bodily injury to a Covered Person;
2. occurs while coverage is in force for the Covered Person;
3. is not contributed to by Sickness, disease or bodily or mental infirmity; and
4. is not otherwise specifically excluded by name or description under the terms of the Policy and this Certificate.

**Age** means the Age of a Covered Person on His last birthday as of the Certificate Effective Date. His Age increases by one year on each Certificate anniversary.

If coverage is effective after the Policy Effective Date, Age means the Age of a Covered Person as of His last birthday preceding His request for insurance coverage.

**Alcoholism** means a chronic disorder or condition in which the Covered Person is unable, for psychological or physical reasons, or both, to refrain from the frequent consumption of alcohol in quantities sufficient to produce Intoxication and, ultimately, injury to His health and effective functioning.

**Certificate Effective Date** means the day on which coverage for the Primary Covered Person and other Covered Persons begins. Coverage will begin on the first day of the month following the date:

1. Our Home Office has approved the Primary Covered Person's Enrollment Form; and
2. the Policyholder has paid the first premium.

**Child (Children)** means the Primary Covered Person's children all of whom are not yet age 26, including:

1. a natural child from the moment of birth, stepchild, foster or legally adopted child; or
2. a child in the process of adoption (including a child while the Primary Covered Person is a party to a proceeding in which the adoption of such child by the Primary Covered Person is sought); or
3. a child for whom the Primary Covered Person is required by a court order to provide medical support; and
4. grandchildren who are dependent on the Primary Covered Person for federal income tax purposes at the time of application,

**Class** means a group of persons that We and the Policyholder have agreed to insure.

**Company or We, Us, Our** means Sirius America Insurance Company, domiciled in New York, New York.

**Complications of Pregnancy** means:

1. conditions, requiring Hospital Confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as:
  - a. acute nephritis, nephrosis, cardiac decompensation;
  - b. missed abortion, hyperemesis gravidarum, pre-eclampsis; and
  - c. similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
2. non-elective cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.

**Covered Person** means the Primary Covered Person or their Covered Dependents.

**Covered Dependent** means:

1. any eligible Spouse or Child, as indicated in the *Schedule of Benefits* whose coverage has become effective; or
2. any eligible Spouse or Child whose coverage has become effective and who is timely added to the Primary Covered Person's Enrollment Form after Primary Covered Person's effective date of Insurance; or
3. a newborn child (as described in the Eligibility Section ).

**Drug Addiction** means the pathological use or abuse of Alcohol or drugs in a manner and to a degree that produces impairment in personal social or occupational functioning and which may, but need not include a pattern of tolerance and withdrawal.

**Drug Intoxication** means the simultaneous use of multiple drugs, whether the drugs are legally or illegally obtained, prescription, over-the-counter, recreational, herbal, home remedies, alcohol or some other combination producing a loss of control or behavior.

**Emergency Room** means a pre-designated and fixed medical/surgical care area within a Hospital or a licensed facility providing Emergency Care which is structurally separate and distinct from a Hospital that:

1. treats patients on other than an inpatient basis;
2. is utilized exclusively for the diagnosis and treatment of such patients' acute and/or critical conditions;
3. has emergency life-saving equipment and supplies that are immediately accessible;
4. is staffed with medical personnel specially trained for duty in such an area; and
5. is not primarily a clinic, Physician's office or free-standing surgical facility.

**Emergency Care** means medical attention provided to a Covered Person after the acute onset of symptoms relating to Sickness or Injury, including severe pain, which symptoms are severe enough that the lack of immediate medical attention could reasonably be expected to result in any of the following:

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

Emergency Treatment does not include care that is:

- a. elective;
- b. preventive; or
- c. well care.

**Enrollment Form** means the form designated by Us that a person in an eligible Class must complete and submit in order to request enrollment in the Policy. Enrollment Forms are available from the Policyholder and must be submitted to the Policyholder to be forwarded to Us or Our authorized representative.

**Evidence of Insurability** means a statement of medical history or condition or other evidence that a person is an acceptable risk for insurance as determined by Us.

**He, His, Him** refers to any individual, male or female.

**Hospital** means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified Physicians; and
4. provides 24 hour a day nursing service by or under the supervision of registered graduate Nurses (R.N.).

Hospital will also mean a sanatorium operated by or certified by the First Church of Christ, Scientist, Boston, Massachusetts.

Hospital does not mean any institution or part thereof which is used primarily as:

- a. a nursing home, convalescent home, or skilled nursing facility;
- b. a place for rest, custodial care, or for the aged;
- c. a clinic;
- d. a place for the treatment of mental illness, Alcoholism, or Drug Addiction.

**Hospital Confinement** means a Medically Necessary admission to a Hospital on the advice and supervision of a Physician and confinement as a resident bed patient due to an Injury or Sickness. We do not consider confinement to an Emergency Room, outpatient treatment room or observation unit as Hospital Confinement.

**Initial Enrollment Period** means the period of time during which a Primary Covered Person is first eligible to enroll under the Policy.

**Injury** means bodily injury sustained which:

1. results directly and independently of all other causes from an Accident;
2. occurs while coverage is in force for the Covered Person;
3. is not caused or contributed to by Sickness; and
4. is not otherwise specifically excluded by name or description under the terms of the Policy and this Certificate.

Losses that occur after the Pre-existing Condition limitation has been satisfied will be covered for an Injury that occurred before the date the person becomes a Covered Person under the Policy unless the Injury has been specifically excluded by name or description within this Certificate.

**Medically Necessary** means the treatment, services or supplies necessary and appropriate for the diagnosis or treatment of Sickness or Injury based upon generally accepted medical practice.

**Member** means a person who meets all of the conditions of membership and is in good standing with the Policyholder.



**Nurse** means any one of the following who is not the Primary Covered Person or a member of the Primary Covered Person's immediate family:

1. a licensed practical Nurse (L.P.N.);or
2. a licensed vocational Nurse (L.V.N.);or
3. a graduate registered Nurse (R.N.).

With respect to the benefits provided under the Policy, Nurse will not include an L.P.N., L.V.N. or R.N. who is employed by the Hospital where a Covered Person is confined.

**Physician** means a medical doctor or other person recognized by law or regulation in the state where His services are rendered. The person must be licensed to practice medicine, prescribe and administer drugs or to perform surgery in the United States.

The term Physician does not include:

1. the Primary Covered Person;
2. a person related to Him by blood or marriage; or
3. a medical doctor or other person practicing outside of the United States.

**Policy Effective Date** means the date that coverage begins under the Policy.

**Policy** means the Group Policy issued to the Policyholder.

**Policyholder** means the entity, in whose name the Policy is issued, as identified on this Certificate's face page

**Policy Month** means a period of time:

1. beginning on the day of the month corresponding to the Policy Effective Date; and
2. continuing through the end of the preceding day in the next Calendar Month.

**Policy Year** means a period of time:

1. beginning on the Policy Effective Date or its anniversary; and
2. continuing through the end of the day preceding the next anniversary.

**Primary Covered Person** means the person who has completed and signed the Enrollment Form and who has been accepted for coverage by Us. This is the person whose name appears on this Policy's face page.

**Pre-existing Condition** means a condition which a Physician has treated or for which a Physician has advised treatment of the Covered Person within 12 months before the Covered Person's effective date of insurance. It is also one which would cause a person to seek diagnosis or care within the same 12-month period.

**Rehabilitation Unit** means a Hospital or department in a Hospital with specialization to facilitate the process of recovery from Injury or Sickness to as normal a condition as possible.

**Replaced Policy** means a prior plan of hospital indemnity insurance sponsored by the Policyholder. The following conditions must be met:

1. The Primary Covered Person was validly covered under the prior plan on the Policy Effective Date;
2. the applicable premium is paid; and
3. the prior coverage is terminated upon issuance of this coverage.

**Schedule of Benefits** means the pages so labeled in this Certificate.

**Sickness** means illness, disease or Complication of Pregnancy of a Covered Person which:

1. manifests itself while coverage is in force for the Covered Person; and
2. does not result from a Pre-existing Condition as defined in this Certificate; and
3. is not otherwise specifically excluded by name or description under the terms of the Policy and this Certificate.

**Spouse** means the Primary Covered Person's Spouse, provided the Primary Covered Person and His Spouse are not legally separated or divorced.

**United States** means the United States and its territories.

**You, Your, Member or Primary Covered Person** mean the individual who is eligible to enroll for insurance and for whom coverage is provided under the Policy and this Certificate.

## **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

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### **Certificate Effective Date**

We agree to provide the Hospital Indemnity Insurance Benefits described in this Certificate in consideration of the Policyholder's application and payment of the Premium when due. Insurance begins on the Certificate Effective Date.

### **Individual Coverage - Eligibility**

To be eligible for insurance under the Policy as a Primary Covered Person, a person must be a member of an eligible Class as defined in the *Schedule of Benefits*.

### **Enrollment**

An individual who is a member of an eligible Class may enroll for coverage as a Primary Covered Person during the Initial Enrollment Period as shown in the *Schedule of Benefits* that follows the later of:

1. the Policy Effective Date;
2. the date the individual first becomes a member of an eligible Class;
3. the date the individual completes the Waiting Period shown in the *Schedule of Benefits*, if applicable.

### **Primary Covered Person Effective Date**

Your effective date of coverage under the Policy will be determined as follows:

1. If You Enroll for coverage when the Policyholder applies for coverage, Your coverage will be effective on the Policy Effective Date.
2. If You become eligible after the Policy Effective Date and Enroll during an Initial Enrollment Period, Your coverage will be effective the first of the month following the later of the end of any applicable Waiting Period, Initial Enrollment Period and receipt of the Enrollment Form by Us.

### **Family Coverage - Eligibility**

Family members eligible for coverage are:

1. the Primary Covered Person;
2. His Spouse;
3. His Child(ren).

A Spouse who is an Eligible Member may be covered as a Primary Covered Person or a Covered Dependent, but not both. A Child who is an Eligible Member may be covered as a Primary Covered Person or a Covered Dependent, but not both.

### **Newborn Coverage from Birth**

If Your coverage includes a Child or Children and if a Child is born to You or Your Spouse while coverage under the Policy is in force, the newborn Child will become covered by the Policy from the moment of birth. No notification of birth is required.

### **Spouse and Children Effective Date**

The effective date of Spouse and Children's coverage under the Policy, a newborn Child, an adopted Child, or a Child placed for adoption depends on when You Enroll the Spouse and Children. The applicable premium must be paid. The effective dates are as follows:

1. If the Spouse and Children are eligible for coverage when the Policyholder applies for coverage, the coverage for the dependent will become effective on the Policy Effective Date if You Enroll the Spouse or Children for coverage at that time;
2. If You first become eligible after the Policy Effective Date and You Enroll the Spouse or Children during Your Initial Enrollment Period, the coverage for the dependent will be effective on the same date that Your coverage becomes effective;
3. If Your Spouse is a new Spouse who first becomes eligible after Your effective date of coverage and You timely Enroll the new Spouse as described above, coverage will become effective as of the first day of the month next following the date on which We receive Your Enrollment Form ;
4. If the Child is a newborn Child who is born after Your effective date of coverage and You Enroll the newborn Child as described above, coverage will become effective as of the date of birth; or
5. If the Child qualifies for any other reason and first meets the definition of Child after Your effective date of coverage, coverage will become effective as of the first day of the month next following the date on which We receive Your Enrollment Form.

### **Termination of a Member's Coverage**

A Member's insurance under the Policy will automatically terminate on the earliest of the following dates:

1. the date that the Policy terminates;
2. the date of termination of any section or part of the Policy and this Certificate with respect to insurance under such section or part;
3. the premium due date coinciding with or next following the date that the Member ceases to be a member of an eligible Class;
4. the date the Member reaches the Maximum Age shown in the Schedule of Benefits;
5. any premium due date, if premium remains unpaid by the end of the Grace Period; and
6. the date the Policyholder no longer meets participation requirements.

Termination of coverage will not affect a claim for a loss that occurred while coverage was in force under the Policy. However, in no instance will benefits extend beyond the earliest of:

1. the date benefits payable reach any applicable Daily Benefit Amount or other benefit limit shown in the *Schedule of Benefits*; and
2. the date benefits payable reach any applicable Maximum Number of Daily Benefits, Lump Sum Benefit Amount, Maximum Number of Payments or Coverage Year Maximum shown in the *Schedule of Benefits*.

### **Spouse and Child Termination**

If the Primary Covered Person's Spouse or Child is a Covered Person, His coverage will end:

1. with respect to a covered Spouse, on the date He is Divorced from the Primary Covered Person; or
2. on the date the Primary Covered Person dies, unless continued under the Widow or Widower's Continuation provision; or
3. on the date the required premium for the Spouse or Child's coverage is not paid; or
4. with respect to a covered Child, on the Policy anniversary following the date the Child no longer qualifies as a Child, as defined in this Certificate, unless continued under the Incapacitated Child Continuation provision.

### **Incapacitated Child Continuation**

If, on the date a Child reaches age 26, He is an Incapacitated Child as defined below and His coverage will not terminate solely due to age. But the Primary Covered Person must give us notice of the Child's incapacity within 60 days of His termination date. The Child's coverage will continue as long as the Child qualifies as an Incapacitated Child and the required premium is paid.

For the purposes of this provision, an Incapacitated Child means a Child of a Primary Covered Person or His Spouse who because of an intellectual or physical disability is incapable of earning His own living and primarily dependent on the Primary Covered Person for support and maintenance.

We may, from time to time, require proof of the Child's continued incapacity and dependency. After the first two years, we will not require proof more than once each year.

### **Extension of Benefits**

If a Covered Person is in a Period of Confinement on the date the Policy terminates, coverage for the Hospital Indemnity Insurance Benefits shown in the *Schedule of Benefits* will remain in effect for that Covered Person for 90 days after the Policy's termination date.

## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice must be given to Us or Our authorized representative within 90 days after a Covered Person's loss or as soon as reasonably possible thereafter. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at Our Home Office in New York, New York, such other place as We may designate for the purpose, or to Our authorized representative. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

### **Claim Forms**

We will send forms to the claimant for filing proof of loss when We receive the notice of claim. If claim forms are not sent within 15 days after We receive notice, the proof requirements will be met by the claimant upon submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our Home Office or to Our authorized representative, within 90 days of the loss for which claim is made. Failure to furnish proof within the time required will invalidate or reduce a claim if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

### **Time of Payment of Claims**

Benefits will be paid as soon as reasonably possible; but not later than 30 days after We receive proper written Proof of Loss.

### **Payment of Claims**

All benefits will be paid in United States currency. All proceeds payable under the Policy, unless otherwise stated, will be payable to the Covered Person. If the Covered Person dies before all payments due have been made, all remaining amounts payable will be paid to the Covered Person's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for His property, a payment not exceeding \$1,000 may be made at Our option to any relative by blood or connection by marriage of the payee who has submitted reliable documentary evidence and, in Our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs. Any payment We make in good faith fully discharges Our liability to the extent of the payment made.

If the Covered Person provides Us with a written release to do so, we may, at Our option, pay benefits directly to the institution or person rendering treatment or services covered under the Policy.

### **Physical Examination**

We, at Our own expense, have the right and opportunity to examine a Covered Person when and as often as We may reasonably require while a claim is pending.

### **Legal Actions**

No action at law or in equity will be brought to recover benefits under the Policy less than 60 days after satisfactory proof of loss has been furnished as required by the Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

### **Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

Any such request, reduction of recovery must be made by Us within 18 months from the date We paid the claim. This time limit does not apply if the Covered Person does not provide complete information, was not eligible for coverage or material misstatements or fraud have occurred.

## **ADMINISTRATIVE PROVISIONS**

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### **Grace Period**

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. the Policyholder has given Us advance written notice of intent to discontinue coverage in accordance with the terms of the Policy; or
2. We do not intend to renew the Policy beyond the period for which premium has been accepted; and
3. written notice of Our intention not to renew is delivered to the Policyholder at least 31 days before the premium is due.

The Policy and Certificates under the Policy will be in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time the Policy was in force.

### **Premiums**

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for the Policy will be based on the rates set forth in this Certificate, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

### **Premium Payment**

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons including any amounts contributed toward the cost of the coverage by Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at Our Home Office or to Our authorized representative.

If any premium is not paid when due, the Policy will be cancelled as of the last day of the Grace Period.

## **GENERAL PROVISIONS**

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**Entire Contract; Changes.** The Policy, the Policyholder's Application, and any attached Riders or Amendments along with this Certificate make up the entire contract. A copy of the Primary Covered Person's Enrollment Form will also be attached.

No change in the Policy or this Certificate will be valid until approved by an officer of the Company. The change must be signed by an officer of the Company and attached to the Policy. No agent may change the Policy or waive any of its provisions.

**Misstatement of Age** If premiums for a Covered Person are based on age and the Covered Person's age has been misstated, there will be a fair adjustment of premiums based on His true age. If the benefits for which the Covered Person is insured are based on age and the Covered Person's age has been misstated, there will be an adjustment of said benefits based on His true age. We may require satisfactory proof of age before paying any claim.

### **Assignment**

Any Covered Person, may assign His rights, privileges and benefits under the Policy to the institution or person rendering services as allowed in the Payment of Claims provision. We will be bound by an assignment of the Covered Person's insurance under the Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person as assignor and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under the Policy for the assignor remains in force. The assignee takes only such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

### **Time Limit on Certain Defenses.**

In the absence of fraud, all statements the Primary Covered Person has made to obtain insurance under the Policy are considered representations and not warranties. After two years from the Certificate Effective Date, no misstatements, except fraudulent statements, made in the Primary Covered Person's application for coverage under the Policy will be used to void His coverage under the Policy. After two years from the Certificate Effective Date of coverage with respect to which any claim is made, no misstatements, except fraudulent misstatements, will be used to deny a claim for loss incurred or disability commencing after the expiration of such two years. We may only contest coverage if the misstatement is made in a written instrument containing the signature of the Primary Covered Person and a copy is given to the Primary Covered Person, or His beneficiary.

### **Conformity with State Statutes**

Any provision of the Policy and any Certificate, which, on its effective date, is in conflict with the statutes of the state in which the Policy or Certificate is delivered, is hereby amended to conform to the minimum requirements of those statutes.

### **Clerical Error**

Clerical error, whether by the Policyholder or Us, will not void the insurance of any Covered Person if that insurance would otherwise have been in effect or extend the insurance of any Covered Person if that insurance would otherwise have ended or been reduced as provided in the Policy.

### **Workers' Compensation Insurance**

The Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

## HOSPITAL INDEMNITY BENEFITS

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We will provide coverage for the benefits and services shown in the *Schedule of Benefits* that are required for the Medically Necessary treatment of a Covered Person's Injury or Sickness while insurance under the Policy is in force, subject to all applicable terms, conditions, provisions and exclusions.

Hospital Indemnity Benefits will be paid:

1. until any applicable Daily Benefit Amount or other benefit limit shown in the *Schedule of Benefits* has been reached; and
2. until the total of a Covered Benefit or Service equals any applicable Maximum Number of Daily Benefits, Lump Sum Benefit Amount, Maximum Number of Payments or Coverage Year Maximum shown in the *Schedule of Benefits*.

### Covered Benefits and Services

#### Office & Urgent Care Visits

We will pay a daily benefit for each visit made by a covered Person to a Physician's office or urgent care facility to receive care or treatment of a Sickness, an Accident or an Injury.

#### Emergency Room Visits

We will pay a daily benefit for a Physician's treatment of a Covered Person during an Emergency Room visit during which Emergency Care is provided for Sickness, Accident or Injury

## LIMITATIONS AND EXCLUSIONS

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#### Pre-Existing Condition Limitation

We will not cover any loss due to a Pre-existing Condition if the loss begins within 12 months after the Covered Person's effective date of insurance. However, We may pay benefits for a loss due to a Pre-existing Condition of a Covered Person who was covered:

1. by a Replaced Policy; and
2. by the Policy, issued by Us to the Policyholder on the Policy Effective Date, and this Certificate.

We will review the claim. If the Pre-existing Condition Limitation in this Certificate does not apply, We will pay the benefits provided by the Policy and this Certificate.

If the Covered Person does not satisfy this Certificate's Pre-existing Condition Limitation, but can satisfy the Replaced Policy's pre-existing condition limitation giving credit for all time insured under both policies; then We will pay the lesser of:

1. the benefits provided by the Policy and this Certificate without applying the Pre-Existing Condition Exclusion; or
2. the benefits provided by the Replaced Policy.

If the Covered Person does not satisfy this Certificate's Pre-existing Condition Limitation or that of the Replaced Policy, no Benefit will be paid.

#### Other Exclusions and Limitations

In addition to any benefit or service-specific exclusion, We will not pay benefits for any loss, which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in this Certificate:

1. mental or emotional disorders without demonstrable organic disease;
2. treatment of Drug Addiction or for the use of drugs, except when the drugs are prescribed by or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
3. treatment of Alcoholism, or treatment of the use of alcohol;
4. rest cures;
5. dental services or treatments unless needed due to Injury;
6. routine eye examinations, eye glasses or the fitting thereof;
7. hearing aids or the fitting thereof;
8. hospitalization, treatment or service for members or ex-members of the armed forces in any military or veteran's hospital, soldier's home or Hospital contracted for or operated by a national government or agency thereof unless the Covered Person is legally required to pay for the charges therefor in the absence of insurance;



9. cosmetic services or treatment, except when such services or treatment is Medically Necessary;
10. reconstructive plastic surgery, except when Medically Necessary:
  - a. to restore a normal bodily function;
  - b. to improve functional impairment by anatomic alteration made necessary as a result of a congenital birth defect; or
  - c. for breast reconstruction following mastectomy.
11. routine well-baby care;
12. losses related to pregnancy that begins before the Covered Person's effective date of insurance; except for Complications of Pregnancy;
13. intentionally self-inflicted injury;
14. suicide or any attempted suicide while sane or insane;
15. taking part in an illegal occupation;
16. war, declared or undeclared;
17. commission or attempt to commit a felony or an assault;
18. commission of or active participation in a riot or insurrection;
19. bungee-cord jumping, parachuting, skydiving, parasailing, hang-gliding;
20. travel in or on any kind of aircraft, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial airline; or
  - b. a passenger in a privately owned and operated airplane that seats more than 10 passengers;
21. active duty service in the military, naval or air services. Upon Our receipt of proof of service, We will refund any premium paid for this time on a pro-rata basis. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
22. losses that take place outside the United States;
23. treatment of Drug Intoxication, except when caused by drugs that are prescribed by or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
24. losses for which benefits are compensable under Workers' Compensation law or any similar law.

## **NOTICE CONCERNING COVERAGE UNDER THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits.

**This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

### **COVERAGE**

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons protected as well, even if they live in another state.

### **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guaranty Association if:

- (1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

- (1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contractholder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) unallocated annuity contracts (which give rights to group contractholder, not individuals).

(please turn to back of page)

## **LIMITS ON AMOUNT OF COVERAGE**

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - \$300,000
- life insurance cash surrender value - \$100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - \$100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
  - \$100,000 for limited benefits and supplemental health coverages
  - \$300,000 for disability and long term care insurance
  - \$500,000 for basic hospital, medical and surgical insurance or major medical insurance

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Guaranty Association  
150 3<sup>rd</sup> Avenue South, Suite 1600  
Nashville, TN 37201

Tennessee Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, TN 37243

# HIPAA NOTICE OF PRIVACY RIGHTS

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

## I. OUR DUTIES

We are required, by Federal law, to maintain the privacy of Protected Health Information. Furthermore, we are required to provide you with notice of our legal duties and privacy practices with respect to Protected Health Information. "Protected Health Information" includes any identifiable information that we obtain from you or others relating to your physical or mental health, the health care you have received, or payment for your health care.

We are required to abide by the terms of this Notice of Privacy Rights currently in effect. We reserve the right to change the terms of this Notice of Privacy Rights and to make the new notice provisions effective for all Protected Health Information we maintain. In the event we change this Notice of Privacy Rights we will notify you and post the new notice to the Sirius America website.

## II. YOUR INDIVIDUAL RIGHTS

With respect to Protected Health Information, you have the following rights:

1. The right to request restrictions on certain uses and disclosures of Protected Health Information, including the uses and disclosures listed in this Notice of Privacy Rights and permitted disclosures. However, we are not required to agree to a requested restriction.
2. The right to reasonably request to receive confidential communication of Protected Health Information by alternative means or at alternative locations.
3. The right to inspect and copy your Protected Health Information in our records, except for:
  - Psychotherapy notes;
  - Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
  - Protected Health Information that is subject to a law prohibiting access to that information; or
  - If the Protected Health Information was obtained from someone other than us under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

4. We may also deny your request to inspect and copy your Protected Health Information if:
- A licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety, or the life or physical safety of another person;
  - The Protected Health Information makes reference to another person and a health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or
  - A licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.

In the event we deny access on one of the above four grounds, you have the right to have the denial reviewed in accordance with applicable law.

5. The right to amend your Protected Health Information contained in our records. However, we are not required to amend the information if the information: (i) was not created by us; (ii) is not part of your medical or billing records; (iii) is not available for inspection; or (iv) the information is accurate and complete.
6. The right to receive an accounting of disclosures of Protected Health Information made by us in the six (6) years prior to the date on which the accounting is requested, except for disclosures:
- To carry out payment and health care operations as provided below;
  - For notification purposes, as provided by law;
  - For national security or intelligence purposes, as provided by law;
  - To correctional institutions or law enforcement officials, as provided by law; or
  - That occurred prior to September 1<sup>st</sup>, 2014 (Effective Date of Notice)
7. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically.

### **III. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

Under Federal law, we are permitted to use and disclose Protected Health Information, without your authorization, for the purposes of treatment, payment, and health operations.

- **Treatment:** We do not provide treatment.
- **Payment:** Payment refers to activities involving collection of premium and payment of claims. Examples of uses and disclosures for the purposes of payment include: (i) sharing Protected Health Information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (ii) sharing Protected Health Information with third party administrators for the processing of claims.
- **Operations:** Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures for operations purposes include: (i) using Protected Health Information for the purpose of underwriting and calculating premium rates; (ii) using Protected Health Information to perform legal, actuarial, and auditing services; (iii) disclosing Protected Health Information when responding to complaints; and (iv) use of Protected Health Information for general data analyses and long-term management and planning.

We may also use and disclose your Protected Health Information for other purposes permitted or required by law, including the following:

- To you, as the covered individual.
- To a personal representative designated by you to receive Protected Health Information or a personal representative designated by law such as the parent or legal guardian of a child, or the surviving family members or representative of the estate of a deceased individual.
- To the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with HIPAA and the HIPAA Privacy Rules.
- To a business associate as part of a contracted agreement to assist us with our business activities. We require these business associates to appropriately safeguard the privacy of your information.
- For any purpose required by law, provided the use or disclosure complies with and is limited to the relevant requirements of such law.
- To an appropriate government authority as required by law if we suspect child abuse or neglect, or if we believe you to be the victim of abuse, neglect, or domestic violence.
- To a health oversight agency for oversight activities authorized by law.
- In connection with judicial and administrative proceedings, including disclosures in response to a court order, subpoena or discovery request.

- As required for law enforcement purposes.
- To a coroner or medical examiner consistent with law.
- To cadaveric organ, eye or tissue donation programs.
- For specialized government functions (*e.g.*, military and veterans activities, national security and intelligence).
- As required to comply with Workers' Compensation or other similar programs established by law.

The examples of permitted uses and disclosures listed above are not provided as an all inclusive list of the ways in which Protected Health Information may be used. They are provided to describe in general the types of uses and disclosures that may be made.

Other uses and disclosures of your Protected Health Information may be made only with your written authorization unless otherwise permitted or required by law. You may revoke such authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used and disclosed your Protected Health Information in good faith with the authorization.

#### **IV. COMPLAINTS REGARDING YOUR PRIVACY RIGHTS**

If you believe that your privacy rights have been violated, you may file a complaint with us or with the Secretary of Health and Human Services (the "Secretary"). The Secretary can be contacted at the following address: Hubert H. Humphrey Building, 200 Independence Avenue SW, Washington, DC 20201. If you would like to file a complaint with us, address your complaint to the Privacy Officer at the location listed in the section below entitled "Contact Us." You will not be retaliated against for filing a complaint.

#### **V. CONTACT US**

You may exercise the rights described in this Notice of Privacy Rights by contacting the office identified below. The contact is:

Privacy Officer  
Sirius America Insurance Company  
140 Broadway, 32<sup>nd</sup> Floor  
New York, NY 10005

#### **VI. EFFECTIVE DATE**

The effective date of this Notice of Privacy Rights is September 1<sup>st</sup>, 2014.

