# **Group Accident Plan**

Prepared Exclusively For Sacred Heart University, Incorporated

Off/On Job Accident Plan 2.0-Option 2

Aetna Life Insurance Company Certificate

This Certificate is part of the Group Accident Policy between Aetna Life Insurance Company and the Policyholder

What Your Plan
Covers and How
Benefits are Paid





## **Accident Plan**

## Certificate

**Prepared exclusively for:** 

**Policyholder**: Sacred Heart University, Incorporated

**Policy** number: 802333

Plan effective date: January 1, 2024 Certificate issue date: September 10, 2019

Underwritten by Aetna Life Insurance Company in the State of Connecticut 151 Farmington Avenue, Hartford, Connecticut 06156

# THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. THIS PLAN DOES NOT COUNT AS MINIMUM ESSENTIAL COVERAGE UNDER THE AFFORDABLE CARE ACT.

This is an accident-only plan and it does not pay benefits for loss from sickness. This plan provides limited benefits. It pays fixed dollar amounts for covered benefits without regard to the provider's actual charges. The benefit payments are not intended to cover the full cost of medical care. You are responsible for making sure the provider's bills get paid. These benefits are paid in addition to any other health coverage you may have.

PLEASE READ THIS CERTIFICATE CAREFULLY

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## Welcome

Thank you for choosing Aetna.

This is your certificate of coverage. It is one of two documents that together describe the benefits covered by your **Aetna Life Insurance Company** ("**Aetna**") plan for **accident** coverage.

This certificate will tell you about your benefits – what they are and how you get them. If you become insured, this certificate becomes your certificate of coverage under the **policy**, and it takes the place of all certificates describing similar coverage that were previously sent to you. In the certificate is the *Schedule of benefits* section. It tells you about your benefits and maximums.

The second document is the **policy** between **Aetna** and the **policyholder**. Ask the **policyholder** if you have any questions about the **policy**.

Also, each of these documents may have amendments or riders attached to them. They change or add to the documents they're a part of.

Where to next? Flip through the *Table of contents* or the *Let's get started!* section right after it. The *Let's get started!* section gives you some details of how your plan works. The more you understand, the more you can get out of your plan.

Welcome to your **Aetna** plan for **accident** coverage.

Bri A. Zeme

Brian A. Kane President

**Aetna Life Insurance Company** 

(A Stock Company)

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## Let's get started!

Here are some basics. First things first – some notes on how we use words. Then we explain how your plan works so you can get the most out of your coverage. But for all the details – and this is very important – you need to read this entire certificate. And if you need help or more information, we tell you how to contact us.

## Some notes on how we use words

- When we say "us", "we", and "our", we mean **Aetna**.
- When we say "you" and "your", we mean both the **employee** and any of their **covered dependents** unless we say otherwise.
- Some words appear in **bold** type. We define them in the *Glossary* section.

## What your plan does – providing benefits

This plan will pay the fixed dollar benefits listed in the Schedule of benefits when you have an accidental injury.

## How your plan works

So, what are covered benefits? **Care**, services and supplies that meet the requirements in the *Benefits under your plan* section.

Your coverage under the plan has a start and an end. To learn more, see the Who the plan covers and when coverage starts and When coverage ends sections.

Ending coverage under the **policyholder's** plan doesn't necessarily mean you lose coverage with us. See the *Portability* section for details.

#### Disagreements

We know that people sometimes see things differently. In this certificate we tell you how we will work through our differences. For more information, see the *Claim decisions and appeal procedures for when you disagree* section.

## How to contact us for help

We are here to answer your questions. You can contact us by:

- Calling Aetna Member Services toll-free at 800-607-3366
- Writing us at P.O. Box 14079, Lexington, KY 40512
- Logging onto the Aetna member website at <u>www.aetna.com</u>
- Logging onto Aetna member portal at www.myaetnasupplemental.com

## Who the plan covers and when coverage starts

A note on how we use "you" and "your" in this section:

When we say "you" and "your", we mean the employee only.

In this section we tell you about who the plan covers, how to join the plan, and when coverage starts.

## Who the plan covers (who is eligible)

The **policyholder** decides and tells us who is eligible for coverage provided these requirements are met:

- You are actively at work
- You are in an eligible class, as defined by the policyholder
- You have reached your eligibility date.

## When you and your eligible dependents can join the plan

You can enroll yourself and your eligible dependents:

- During the new hire enrollment period
- During the annual enrollment period
- When you want to add new dependents (see the Adding new dependents and when their coverage starts and Who can be on your plan (who can be your dependents) provisions below)

Once you become eligible for the plan you will have 31 days to enroll. If you do not enroll yourself and your eligible dependents when you first qualify for benefits under this plan, you have to wait until the next annual enrollment period to join.

## When your coverage starts

If you enroll, your coverage will start on:

- The date you are eligible for coverage.
- The first day of the pay period after the pay period end date in which a deduction occurs.

If you enroll yourself and your dependents at the same time, your enrolled dependents' coverage starts on the same date that your coverage starts.

## How you and your eligible dependents can join the plan

You can join the plan by completing the enrollment process. You must:

- Send all requested information, and
- Agree to make required **premium** payments.

#### Important note:

## Actively at work rule:

If you are an eligible **employee** who is not **actively at work**, due to illness, **accidental injury**, or leave of absence, the coverage will not take effect until after you have returned to work and have completed one regularly scheduled work week.

This means that you must be **available to work** on the **effective date of coverage** in order to be eligible for coverage under this plan. You are **available to work** if you meet the eligibility requirements, if any, specified by the **policyholder** to govern eligibility for coverage under this plan, or if you have accrued hourly fringe benefit contributions.

This rule also applies to a change in your coverage.

## Who can be on your plan (who can be your dependents)

When you enroll, you can also enroll these dependents on your plan:

- Your **spouse**
- An eligible dependent child who is:
  - Under age 26, or
  - Over the age limit above who is:
    - Not able to earn his or her own living due to a mental or physical handicap which started prior to the date he or she reaches the limiting age, and
    - Chiefly dependent on you for support.

We require proof of such handicap no later than 31 days after your child's coverage would otherwise have ended due to the age limit. We, at our expense, may require proof that the handicap continues. Such proof may be required no more than once each two years from the date the child reached the age limit.

You or your **spouse's** eligible dependent child includes:

- Biological children
- Legally adopted children, including any children placed with you for adoption
- Stepchildren (meaning children of your **spouse**)
- Foster children
- Any children you are responsible for under a qualified medical support order, legal guardianship court order, or other court-order (without regard to whether or not the child resides with you)
- Any other child with whom you have a parent-child relationship

In the paragraph above, we use the phrase "placed with you for adoption." That phrase means the assumption and retention of a legal obligation for total or partial support of a child in anticipation of adoption of the child.

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## Adding new dependents and when their coverage starts

If you are already enrolled under this plan and have the following life events, you may be able to add the following new dependents:

- A **spouse** If you marry, or enter into a similar relationship, you can put your **spouse** on your plan.
  - We must receive your completed enrollment information not more than 31 days after the date of your marriage or the date you enter into a similar legal relationship.
- A newborn child: Your newborn is covered on your plan for the first 61 days after birth provided we receive any required **premium**.
  - To keep your newborn covered after the first 61 days, we must receive your completed enrollment information and any required premium within 61 days from the date of the child's birth.
  - If you miss this deadline, you cannot enroll your newborn until the next annual enrollment period.
- An adopted child: A child that you and/or your spouse adopt, or a child that is placed with you and/or
  your spouse for adoption, is covered on your plan for the first 31 days after the adoption is final or after
  the child is placed with you.
  - To keep your adopted child covered, we must receive your completed enrollment information within 31 days after the:
  - Adoption is complete, or
  - Date child is placed with you if the child has not been adopted yet
  - If you miss this deadline, you cannot enroll your adopted child until the next annual enrollment period.
- A stepchild: You may put a child of your **spouse** on your plan.
  - To add your stepchild to your plan, you must complete your enrollment information and send it to us within 31 days after the date of your marriage or the date you enter into a similar legal relationship.
  - If you miss this deadline, you cannot enroll your stepchild until the next annual enrollment period.
  - If you meet this deadline, ask the **policyholder** when coverage starts for your stepchild.
- A foster child: You may put a child that you and/or your **spouse** foster on your plan.
  - To add your foster child to your plan, we must receive your completed enrollment information within 31 days after the date of placement.
  - If you miss this deadline, you cannot enroll your foster child until the next annual enrollment period.
  - If you meet this deadline, ask the **policyholder** when coverage starts for your foster child.
- A court ordered dependent: You may put an eligible **spouse** or minor child on your plan when you must provide health coverage as the result of a qualified medical support order, legal guardianship court order, or other court order.
  - To add your court ordered dependent to your plan, you must make the request in writing.
  - Ask the **policyholder** when coverage starts for your court ordered dependent.

**Important note**: A **covered dependent** child cannot be covered under this certificate as:

- Both an **employee** and a **covered dependent** or
- A dependent of more than one **employee**

## **Premium**

#### A note on how we use "you" and "your" in this section:

• When we say "you" and "your", we mean the **employee** only.

## **Premium payments**

The **policyholder** makes **premium** payments to us. However, the **policyholder** will no longer make **premium** payments if you port coverage as described in the *Portability* section. Under portability, you are required to make **premium** payments.

We require that you make **premium** payments. In this section, we explain how the payments are made.

• If payments are made through a payroll deduction with the **policyholder**, then the **policyholder** will forward your payment to us.

## Our right to change premium rates

We have the right to change our **premium** rates. We will give the **policyholder** at least 31 days prior written notice of any change.

#### Refund of unearned premium

If coverage under this certificate for a **covered person** terminates for any reason, we will promptly refund any unearned **premium** with respect to such person.

#### **Premium waiver**

If, as a result of an **accidental injury** you miss 30 continuous days of work we will waive the **premium** beginning on the first **premium** due date that occurs after the 30th day of your absence, through the next 6 months of coverage. During such absence, you must remain employed with the **policyholder**.

If you are still eligible for coverage under this certificate at the end of the waiver period, your coverage can be continued if you resume **premium** payments.

Before we waive your **premium**, we must receive a written notice stating that you have missed 30 continuous days of work due to an **accidental injury**. When we receive your notice, we will waive your **premium**.

If you return to work, then you miss another 30 continuous days due to the same **accidental injury**, we will waive the **premium** beginning on the next **premium** due date that occurs after the 30th day of your absence, through the next 6 months of coverage. During such absence, you must remain employed with the **policyholder**.

The Premium waiver does not apply when your covered dependents have accidental injuries.

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# Schedule of benefits

Each benefit is payable once per **accident**, unless we state otherwise.

Benefit	Benefit amount
Accident follow-up	
Emergency room/Hospital	\$50
Physician's office/Urgent care facility	\$50
Walk-in clinic/Telemedicine	\$25
Maximum visits per <b>accident</b> , combined for all places of service	3
Maximum visits per <b>plan year</b> , combined for all places of service	9
Accidental ingestion of a controlled substance	
Outpatient Outpatient emergency medical care (Annual max of \$500)	Up to \$500, not to exceed the billed charge.
Hospital stay -daily	
Non-ICU daily	\$200 per day, beginning on the initial day of your <b>stay</b>
ICU daily	\$400 per day, beginning on the initial day of your <b>stay</b>
Step down intensive care unit daily	\$300 per day, beginning on the initial day of your <b>stay</b>
Maximum days per <b>accident</b> (combined days for all <b>stays</b> due to the same accidental ingestion)	365
Maximum <b>accidents</b> per <b>plan year</b>	1
Ambulance	
Air ambulance	\$1,500
Ground ambulance	\$300
Maximum trips per <b>accident</b> , air and ground combined	1

Benefit	Benefit amount
Animal bite treatment	
Anti-venom shot	\$200
Tetanus shot	\$100
Rabies shot	\$300
Maximum shots per accident	1
Appliances	
Major: Back brace, body jacket, knee scooter, wheelchair, motorized scooter or wheelchair	\$200
Maximum appliances per accident	1
Minor: Brace, cane, crutches, walker, walking boot, other medical devices to aid in your physical movement	\$100
Maximum appliances per accident	1
Blood/Plasma/Platelets	\$400
Maximum transfusions per accident	1
Brain injury	
Concussion/Mild traumatic brain injury	\$150
Moderate/Severe traumatic brain injury	\$450
Maximum brain injuries per <b>accident</b> , combined for all brain injuries	1
Burn	
Burn classifications	
Second degree burn, greater than 5% of total body surface	\$1,000
Third degree burn, less than 5% of total body surface	\$1,500
Third degree burn, 5-10% of total body surface	\$6,000
Third degree burn, greater than 10% of total body surface	\$18,000
Maximum burn classifications per accident	1

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Benefit	Benefit amount	
Burn skin graft	50% of the Burn benefit amount	
Maximum skin grafts per accident	1	
Chiropractic treatment and alternative therapy	\$25	
Maximum visits per accident	10	
Maximum visits per <b>plan year</b>	30	
Coma/Persistent vegetative state (PVS)		
Coma (non-induced)	\$10,000	
Maximum benefit per accident	1	
PVS	\$10,000	
Maximum benefit per <b>accident</b>	1	
Coma (induced)	\$250	
Maximum days per <b>accident</b>	10	
Dental treatment		
Extractions	\$75	
Maximum extractions per accident	1	
Crown	\$225	
Maximum crowns per accident	1	
Dislocation	Open reduction	Closed reduction
Hip	\$6,000	\$3,000
Knee (except patella)	\$3,000	\$1,500
Ankle – bone or bones of the foot (other than toes)	\$1,500	\$750
Collarbone (sternoclavicular)	\$1,200	\$600
Lower jaw	\$1,200	\$600
Shoulder (glenohumera)	\$1,200	\$600
Elbow	\$1,200	\$600
Wrist	\$1,200 \$600	
Bone or bones of the hand (other than fingers)	\$1,200	\$600
Collarbone (acromiciociavicular and separation)	\$300	\$150
Rib	\$300	\$150
One toe or one finger	\$300	\$150
Maximum dislocations per accident		3

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<u>Benefit</u>	Benefit amount	
Eye injury		
Surgical repair	\$300	
Removal of foreign object	\$150	
Maximum benefit per accident	1	
Fracture	Open reduction	Closed reduction
Skull (except bones of the face or nose), depressed	\$8,250	\$4,125
Skull (except bones of the face or nose), non-depressed	\$8,250	\$4,125
Hip, thigh (femur)	\$3,450	\$1,725
Vertebrae, body of (excluding vertebral processes)	\$2,250	\$1,125
Pelvis (inc. ilium, ischium, pubis, acetabulum except coccyx)	\$2,250	\$1,125
Leg (tibia and/or fibula malleolus)	\$2,250	\$1,125
Bones of the face or nose (except mandible or maxilla)	\$1,200	\$600
Upper jaw, maxilla (except alveolar process)	\$1,200	\$600
Upper arm between elbow and shoulder (humerous)	\$1,200	\$600
Lower jaw, mandible (except alveolar process)	\$1,200	\$600
Collarbone, (clavicle, sternum)	\$1,200	\$600
Shoulder blade (scapula)	\$1,200	\$600
Vertebral process	\$1,200	\$600
Forearm (radius and/or ulna)	\$900	\$450
Kneecap (patella)	\$900	\$450
Hand/foot (except fingers/toes)	\$900	\$450
Ankle/wrist	\$900	\$450
Rib	\$450	\$225
Соссух	\$450	\$225
Finger, toe	\$450	\$225
Maximum fractures per accident		3

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Benefit	Benefit amount
Gunshot wound	\$1,500
Maximum gunshot wounds per accident	1
Home and vehicle alteration	\$1,000
Maximum benefit per accident	1
Home health care	\$50 per day
Maximum days per <b>accident</b>	15
Maximum days per <b>plan year</b>	90
Hospital stay – admission (initial day)	
Non-ICU admission or <b>ICU</b> admission	\$1,000 for the initial day of your <b>stay</b>
ICU admission	\$2,000 for the initial day of your <b>stay</b>
Maximum admissions per accident	1
Hospital stay – daily	
Non-ICU daily	\$200 per day, beginning on day two of your stay
ICU daily	\$400 per day, beginning on day two of your stay
Step down intensive care unit daily	\$300 per day, beginning on day two of your stay
Maximum days per <b>accident</b> (combined days for all <b>stays</b> due to the same <b>accident</b> )	365
Initial treatment	
Emergency room/Hospital	\$150
Physician's office/Urgent care facility	\$150
Walk-in clinic/Telemedicine	\$50
Maximum visits per <b>accident</b> , combined for all places of service	1
Maximum visits per <b>plan year</b> , combined for all places of service	3

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LacerationRepair classifications Without stitches\$25With stitches, less than 7.5 centimeters\$75With stitches, 7.6 - 20.0 centimeters\$300With stitches, greater than 20.0 centimeters\$600Maximum repairs per accident1BenefitBenefit amountLodging Maximum days per accident\$200Maximum days per accident30Medical imaging Maximum imaging tests per accident\$100Maximum observations per accident\$100Maximum administrations per accident\$100Pain management (epidural anesthesia) Maximum administrations per accident\$100Paralysis\$10,000Quadriplegia\$7,500Paraplegia\$5,000Hemiplegia\$5,000Diplegia\$5,000Monoplegia\$2,500Maximum benefit per accident1Posttraumatic stress disorder (PTSD)\$500Maximum diagnoses per lifetime1		
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Hemiplegia \$5,000 Diplegia \$5,000 Monoplegia \$2,500 Maximum benefit per accident 1  Posttraumatic stress disorder (PTSD) \$500	Triplegia	\$7,500
Diplegia \$5,000  Monoplegia \$2,500  Maximum benefit per accident 1  Posttraumatic stress disorder (PTSD) \$500	Paraplegia	\$5,000
Monoplegia \$2,500  Maximum benefit per accident 1  Posttraumatic stress disorder (PTSD) \$500	Hemiplegia	\$5,000
Maximum benefit per accident 1  Posttraumatic stress disorder (PTSD) \$500	Diplegia	\$5,000
Posttraumatic stress disorder (PTSD) \$500	Monoplegia	\$2,500
	Maximum benefit per accident	1
Maximum diagnoses per lifetime 1	Posttraumatic stress disorder (PTSD)	\$500
3	Maximum diagnoses per lifetime	1

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Prescription drugs	\$10
Maximum prescriptions per accident	1
Prosthetic device/Artificial limb	
One limb	\$750
Multiple limbs	\$1,500
Maximum benefit per accident	1
Repair or replace	25% of the Prosthetic device/Artificial limb benefit amount
Maximum benefit per <b>plan year</b>	1
Rehabilitation unit stay – daily	\$100 per day, beginning on the initial day of your <b>stay</b>
Maximum days per <b>accident</b>	30

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Benefit	Benefit amount
Service dog	\$1,500
Maximum service dogs per your lifetime	1
Surgery	
Without repair:	\$150
Arthroscopic or exploratory	
With repair:	\$1,500
Cranial, open abdominal or thoracic	
Hernia	\$250
Ruptured disc	\$750
Tendon/Ligament/Rotator cuff	
Single repair	\$750
Multiple repairs	\$1,500
Torn knee cartilage	\$750
Non-specified	
Inpatient	\$250
Outpatient	\$250
Maximum benefits per accident, (combined for all surgery benefits)	2
Therapy services – (Speech, occupational, or physical therapy or cognitive rehabilitation)	\$25
Maximum visits per accident	10
Transportation	\$300
Maximum round trips per accident	1
X-ray/Lab	\$50
Maximum benefits per accident	1

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## Benefits under your plan

In this section we help you understand your benefits under this plan. If you have an **accidental injury**, the benefits shown in the *Schedule of benefits* are payable. Covered benefits must meet all of these requirements:

- Your **accidental injury** must:
  - Be on or after your **effective date of coverage**.
  - Must occur while your coverage is in force.
  - Take place in the United States or its territories.
- Your care, services and supplies:
  - Must appear in this section.
  - Must be given or received or the diagnosis made due to an accidental injury.
  - Must be provided or the **diagnosis** made while your coverage under this certificate is in force.
  - Must be advised by a physician.
  - Must be given or received, in the United States or its territories.
  - Is not listed in the What your plan doesn't cover exclusions section.
  - Is not beyond any benefit maximums shown in the Schedule of benefits section.
- You must have been billed for your care, services or supplies due to an accidental injury.

## **Accidental ingestion of controlled substance**

#### Outpatient care

#### **Outpatient emergency medical care**

**We** will pay the *Outpatient* emergency medical care amount shown on the *Schedule of benefits* if you accidentally ingest or consume a controlled substance and require emergency medical care for such ingestion or consumption.

We will pay this benefit up to the annual maximum stated in the *Schedule of benefits* section for each **covered person**, each calendar year. If we pay this benefit, we will not pay the *Initial treatment* benefit for the same covered accident.

## Hospital stay - daily

#### Non-Intensive care unit (Non-ICU) daily

We will pay the *Non-ICU daily* benefit amount shown in the *Schedule of benefits* section beginning on the initial day of your **stay** in a non-ICU room of a **hospital** due to an accidental ingestion of a controlled substance.

If you have an accidental ingestion of a controlled substance, your **stay** must begin within 180 days after your accidental ingestion.

#### Intensive care unit (ICU) daily

We will pay the *ICU daily* benefit amount shown in the *Schedule of benefits* section beginning on the initial day of your **stay** in an **ICU** room of a **hospital** due to an accidental ingestion of a controlled substance.

If you have an accidental ingestion of a controlled substance, your **stay** must begin within 30 days after your accidental ingestion.

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#### Step down intensive care unit daily

We will pay the *Step-down intensive care unit daily* benefit amount shown in the *Schedule of benefits* section beginning on the initial day of your **stay** in a step-down intensive care unit of a **hospital** due to an accidental ingestion of a controlled substance.

If you have an accidental ingestion of a controlled substance, your **stay** must begin within 10days after your accidental ingestion.

If you have a **stay** in a non-ICU room of a **hospital**, an **ICU** room, and/or a **step-down intensive care unit** on the same day, only the benefit with the highest amount is payable.

This plan has a shared maximum number of days for all **stays** due to the same accidental ingestion as shown in the *Schedule of benefits*. Each day of your **stay** in a **hospital** counts toward the total maximum days.

Two or more separate **stays** count as one **stay** if they are due to the same **accident**, and separated by less than 90 days, otherwise, they count as separate **stays**.

This benefit is not payable for **stays** due to **PTSD**.

#### Accident follow-up

We will pay the applicable *Accident follow-up* benefit amount shown in the *Schedule of benefits* if you receive follow-up treatment due to an **accidental injury** in:

- The emergency room or hospital
- A physician's office/urgent care facility
- A walk-in-clinic or by way of a telemedicine consultation

The follow-up treatment must be received within 365 days after your accidental injury.

If two or more *Accident follow-up* visits or *Initial treatment* visits occur on the same day for the same **accidental injury**, only the benefit with the highest amount is payable.

This benefit is not payable for speech, occupational, or physical therapy or cognitive rehabilitation, **chiropractic visits** or alternative therapy.

We will pay either the applicable *Accident follow-up* benefit or the *Chiropractic treatment and alternative therapy* benefit if those visits occur on the same day for the same accidental injury. When the visits occur on the same date, only the benefit with the highest amount is payable.

We will pay either the applicable *Accident follow-up* benefit or the *Therapy services* benefit if those visits occur on the same date for the same **accidental injury**. When the visits occur on the same date, only the benefit with the highest amount is payable.

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#### **Ambulance**

#### Air ambulance

We will pay the *Air ambulance* benefit amount shown in the *Schedule of benefits* if you are transported by a licensed air ambulance company by air to or from a **hospital** or between medical facilities where treatment for your **accidental injury** is received.

The air ambulance transportation must take place within 48 hours after your accidental injury.

#### **Ground ambulance**

We will pay the *Ground ambulance* benefit amount shown in the *Schedule of benefits* if you are transported by a licensed ambulance company by ground to or from a **hospital** or between medical facilities where treatment for your **accidental injury** is received.

The ground ambulance transportation must take place within 24 hours after your accidental injury.

We will pay either, the *Air ambulance* benefit amount or the *Ground ambulance* benefit amount if both air and ground transportation take place on the same date for the same **accidental injury**. When both transports take place on the same date, only the benefit with the higher amount is payable.

#### Animal bite treatment

We will pay the applicable *Animal bite treatment* benefit amount shown in the *Schedule of benefits* if you sustain an animal bite and you need an anti-venom, tetanus, or rabies shot.

Treatment must take place within 30 days after your accidental injury.

If you receive more than one type of shot, only the benefit with the highest amount is payable.

This benefit is not payable for:

- Stings
- Human bites
- Mosquito, tick, or bed bug bites
- Animal bites if you are trespassing
- Any bacterial, viral, or microorganism infection or infestation or any condition resulting from insect, arachnid, or other arthropod bites or stings

#### **Appliances**

We will pay the applicable *Appliances* benefit amount shown in the *Schedule of benefits* if, based on a **physician's prescription**, you buy a major or minor appliance to help you move around due to an **accidental injury**.

You must buy the appliance within 90 days after your accidental injury.

The *Appliances* benefit will not be paid for the purchase of appliances that are not listed as major or minor in the *Schedule of benefits*.

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#### **Blood/Plasma/Platelets**

We will pay the *Blood/Plasma/Platelets* benefit amount shown in the *Schedule of benefits* if you receive a transfusion of blood, plasma and/or platelets due to an **accidental injury**.

The transfusion must take place within 90 days after your accidental injury.

## **Brain injury**

#### Concussion/Mild traumatic brain injury

We will pay the *Concussion/Mild traumatic brain injury* benefit amount shown in the *Schedule of benefits* if you are diagnosed with a concussion or mild traumatic brain injury due to an **accidental injury**.

A physician must make the diagnosis within 72 hours after your accidental injury.

We will pay the *Moderate/Severe traumatic brain injury* benefit amount shown in the *Schedule of benefits* if you sustain a moderate or severe traumatic brain injury due to an **accidental injury**.

A physician must make the diagnosis within 30 days after your accidental injury.

If you receive the *Concussion/Mild traumatic brain injury* benefit, then you are **diagnosed** with a moderate or severe traumatic brain injury, the *Moderate/Severe traumatic brain injury* benefit amount payable will be reduced by the amount paid under the *Concussion/Mild traumatic brain injury* benefit.

#### **Burn**

We will pay the applicable *Burn* benefit amount shown in the *Schedule of benefits* if you receive treatment for a **second degree burn** or **third degree burn** due to an **accidental injury**.

Treatment must be received by a physician within 72 hours after your accidental injury.

If you sustain more than one burn classification, only the benefit with the highest amount is payable.

#### Burn skin graft

We will pay the *Burn skin graft* benefit amount shown in the *Schedule of benefits* if you receive a skin graft for a burn due to an **accidental injury**.

The skin graft must be received by a **physician** within 365days after your **accidental injury**.

#### Chiropractic treatment and alternative therapy

#### Chiropractic treatment

We will pay the *Chiropractic treatment* benefit amount shown in the *Schedule of benefits* if you have a **chiropractic visit** due to an **accidental injury**.

Treatment must begin within 90 days after your **accidental injury** and must be completed within 365 days after your **accidental injury**.

This benefit is not payable for:

- Physical therapy
- Massage therapy
- Treatment of chronic conditions
- Treatment unrelated to your accidental injury

#### Alternative therapy

We will pay the *Alternative therapy* benefit amount shown in the *Schedule of benefits* if you receive the following therapy for treatment of an **accidental injury**:

- Acupuncture
- Biofeedback
- Electrical stimulation

Therapy must begin within 90 days after the date of your **accidental injury** and must be completed within 365 days after your **accidental injury**.

We will pay either the *Chiropractic treatment and alternative therapy* or the *Accident follow up* benefit if those visits occur on the same day for the same **accidental injury**. When the visits occur on the same date, only the benefit with the highest amount is payable.

#### Coma/Persistent vegetative state (PVS)

#### Coma (non-induced)

We will pay the *Coma (non-induced)* benefit amount shown in the *Schedule of benefits* if you are in a **coma** (**non-induced**) for a period of at least 14 consecutive days due to an **accidental injury**.

#### **PVS**

We will pay the *PVS* benefit amount shown in the *Schedule of benefits* if you are in a **PVS** for a period of at least 30 consecutive days, due to an **accidental injury**.

#### Coma (induced)

We will pay the *Coma (induced)* benefit amount shown in the *Schedule of benefits* for each day you are in a **coma (induced)** due to an **accidental injury**.

If you are in a **coma** (non-**induced**), **PVS**, and a **coma** (**induced**) for the same **accidental injury**, only the benefit with the highest amount is payable.

#### **Dental treatment**

We will pay the applicable *Dental treatment* benefit amount shown on the *Schedule of benefits* if you sustain a broken tooth due to an **accidental injury** and the tooth is repaired by a dental crown and/or dental extraction.

The dental services must begin within 60 days after your accidental injury.

This benefit is not payable for an injury caused by biting or chewing.

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#### Dislocation

We will pay the applicable *Dislocation* benefit amount shown in the *Schedule of benefits* if you sustain a **dislocation** due to an **accidental injury**.

A physician must diagnose the dislocation within 90 days after your accidental injury and correct it by open reduction or closed reduction within 90 days after your accidental injury.

If we pay the applicable *Dislocation* benefit for a **dislocation**, we will not pay a benefit for subsequent **dislocations** of the same joint.

We will pay either the applicable *Dislocation* benefit or the *Surgery - Arthroscopic or exploratory* benefit amount if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, only the benefit with the higher amount is payable.

#### If you:

- Sustain more than one **dislocation**, we will pay for each **dislocation**, but no more than 3 times the *Dislocation* benefit for the joint involved with the highest benefit amount.
- Receive reduction by a **physician** without anesthesia, we will pay 25% of the applicable *Dislocation* benefit amount shown in the *Schedule of benefits* for a **closed reduction** of the joint involved.
- Are **diagnosed** with a partial dislocation, we will pay 25% of the applicable *Dislocation* benefit amount shown in the *Schedule of benefits* for a **closed reduction** of the joint involved. A partial dislocation is a dislocation in which the joint is not completely separated.
- Sustain a dislocation and a fracture as a result of the same accident, both benefits are payable.
   However, we will pay no more than 3 times the amount for the joint or bone involved with the highest amount.

#### Eye injury

We will pay the applicable *Eye injury* benefit amount shown in the *Schedule of benefits* if you sustain an **accidental injury** to the eye.

The eye injury must require **surgery** or the removal of a foreign object by a **physician** within 90 days after your **accidental injury**. An exam with anesthesia is not **surgery**.

If you require **surgery** and the removal of a foreign object by a **physician** on the same day for the same **accidental injury**, only the benefit with the higher amount is payable.

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#### **Fracture**

We will pay the applicable *Fracture* benefit amount shown in the *Schedule of benefits* if you sustain a **fracture** due to an **accidental injury**.

A physician must diagnose the fracture within 90 days after your accidental injury and correct it by open reduction or closed reduction within 90 days after your accidental injury.

We will pay either the applicable *Fracture* benefit or the *Surgery – Arthroscopic or exploratory* benefit if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, only the benefit with the higher amount is payable.

#### If you:

- Sustain multiple fractures to the same bone during the same **accidental injury**, we will pay only one *Fracture* benefit.
- Sustain a **fracture** of more than one bone, we will pay for each **fracture**, but no more than 3 times the applicable *Fracture* benefit for the bone involved with the highest benefit amount.
- Are **diagnosed** with a chip fracture, we will pay 25% of the applicable *Fracture* benefit amount shown in the *Schedule of benefits* for the **closed reduction** for the bone involved. A chip fracture is a **fracture** in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.
- Sustain a **fracture** and a **dislocation** due to the same **accident**, both benefits are payable. However, we will pay no more than 3 times the amount for the bone or joint involved with the highest amount.

#### **Gunshot wound**

We will pay the *Gunshot wound* benefit amount as shown in the *Schedule of benefits* if you sustain a gunshot wound by a conventional firearm due to an **accidental injury**.

A physician must treat your gunshot wound within 24 hours after your accidental injury.

If you receive the *Gunshot wound* benefit and then die, we will reduce the benefit payable by the amount paid under the *Gunshot wound* benefit.

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#### Home and vehicle alteration

We will pay the Home and vehicle alteration benefit amount shown in the Schedule of benefits if you sustain an accidental injury that resulted in your dismemberment or paralysis, for which we paid a benefit under this certificate. The following conditions must also be met:

- Your physician must prescribe that you have your primary home or vehicle altered to maintain an independent lifestyle
- The installation is done by a licensed contractor who is not you or your immediate family member, and
- You must provide a written receipt for the alteration within 365 day after the covered accidental injury

#### Payable home alterations include:

- Permanent or portable outdoor wheelchair ramps
- Motorized platform and staircase lifts
- Recessed/flushed baseboards
- Alterations to create an open floor plan or to widen the doorway(s) of your home
- Purchase and installation of lifting equipment
- Adding or changing a sidewalk or driveway for wheelchair access
- Reinforced ceilings for lifting equipment
- Roll-in, level access/wet area shower
- Lowering your existing counters, sinks, and electrical switches
- Purchase and installation of in home light and vibration alerting systems for the deaf and blind

#### Payable motor vehicle alterations include:

- Electronic control consoles
- Raised roof and door openings
- Modifications to the steering and braking systems
- A mounted wheelchair or scooter loader or lift
- Power door operators
- Power transfer seat bases
- Floor modifications for driving from a wheelchair
- Adaptive control devices to help you control the accelerator, foot brake, turn signals, dimmer switch, steering wheel, and/or parking brake

This benefit is also payable for the purchase of a motor vehicle with adaptive equipment.

#### This benefit is not payable for purchase or installation of:

- Mobility handles and chairs, transfer chairs
   Repair, maintenance, and replacement and benches, except for lifting equipment
- Alterations to any work vehicle
- Home security system
- Portable chairs
- Spa, hot tub, or Jacuzzi
- Transfer toilets or toilet seat extenders
- parts for your home or vehicle device
- Alterations to any boat or motorcycle
- Non-slip surfaces
- Routine home maintenance
- Seat-back cushions
- Grab bars/rails

#### Home health care

We will pay the *Home health care* benefit amount as shown in the *Schedule of benefits* section for each day that you have a home health care visit. Services include **care** provided by a **home health care agency** in the home due to an **accidental injury**, but only when all of these requirements are met:

- You are homebound.
- Your physician orders them.
- The services take the place of a **stay** (except for a terminally ill **covered person** with a prognosis of six months or less to live) in a **hospital** or **skilled nursing facility** or receiving the same services outside your home.
- The services are a part of a home health care plan.

#### This benefit is payable for:

- Care that requires the education, training, and technical skills of a registered nurse (R.N.) or licensed practical nurse (L.P.N.), or
- Care provided by a home health aide

#### Hospital stay – admission (initial day)

#### Non-intensive care unit (Non-ICU) admission

We will pay the *Non-ICU admission* benefit amount shown in the *Schedule of benefits* for the initial day of your **stay** in a non-ICU room of a **hospital** due to an **accidental injury**.

The stay must begin within 180 days after your accidental injury.

#### Intensive care unit (ICU) admission

We will pay the *ICU Admission* benefit amount shown in the *Schedule of benefits* for the initial day of your **stay** in an **ICU** room due to an **accidental injury**.

The stay must begin within 30 days after your accidental injury.

This benefit is **not** payable for **hospital** confinement due to accidental ingestion of a controlled substance.

We will pay either the *Non-ICU admission* benefit or the *ICU admission* benefit for the same **accident**, whichever is the higher amount.

Two or more separate **stays** count as one **stay** if they are due to the same **accident**, and separated by less than 90 days, otherwise, they count as separate **stays**.

This benefit is not payable for stays due to PTSD.

#### Hospital stay - daily

#### Non-intensive care unit (Non-ICU) daily

We will pay the *Non-ICU daily* benefit amount shown in the *Schedule of benefits* beginning on day two of your **stay** in a non-ICU room of a **hospital** due to an **accidental injury**.

The stay must begin within 180 days after your accidental injury.

#### Intensive care unit (ICU) daily

We will pay the *ICU daily* benefit amount shown in the *Schedule of benefits* beginning on day two of your **stay** in an ICU room of a hospital due to an **accidental injury**.

The stay must begin within 30 days after your accidental injury.

#### Step down intensive care unit daily

We will pay the *Step-down intensive care unit daily* benefit amount shown in the *Schedule of benefits* beginning on day two of your **stay** in a **step-down intensive care unit** due to an **accidental injury**.

The **stay** in the **step-down intensive care unit** must begin within 10 days after your **ICU stay** for the same **accidental injury**.

If you have a **stay** in a non-ICU room of a **hospital**, an **ICU** room, a **step-down intensive care unit**, and/or a **rehabilitation unit** on the same day, only the benefit with the highest amount is payable.

This benefit is **not** payable for **hospital** confinement due to accidental ingestion of a controlled substance.

This plan has a shared maximum number of days for all **stays** due to the same **accident** as shown in the *Schedule* of benefits. Each day of your **stay** in a **hospital** counts toward the total maximum days.

Two or more separate **stays** count as one **stay** if they are due to the same **accident**, and separated by less than 90 days, otherwise, they count as separate **stays**.

This benefit is not payable for stays due to PTSD.

#### Initial treatment

We will pay the applicable *Initial treatment* benefit amount shown in the *Schedule of benefits* if you receive initial exam and treatment due to an **accidental injury** in:

- The emergency room or hospital
- A physician's office/urgent care facility
- A walk-in-clinic or by way of a telemedicine consultation

Your initial exam and treatment must be received within 72 hours after your accidental injury.

If follow-up treatment is prescribed by a **physician**, the *Accident follow-up* benefit is payable if the follow-up visit for the same **accidental injury** occurs on a different date from your initial treatment.

If two or more *Initial Treatment* visits or *Accident follow-up* visits occur on the same day for the same **accidental injury**, only the benefit with the highest amount is payable.

This benefit is not payable for speech, occupational, or physical therapy or cognitive rehabilitation.

This benefit is not payable when the *Accidental ingestion of a controlled substance - Outpatient emergency medical care* benefit is payable.

#### Laceration

We will pay the applicable *Laceration* benefit amount shown on the *Schedule of benefits* if you receive a **laceration** due to an **accidental injury**.

A physician must repair the laceration within 72 hours after your accidental injury.

If the **laceration** is severe enough to require stitches but the **physician** chooses to repair it in another way, we will pay the benefit amount that corresponds to "with stitches".

The Laceration benefit is payable for one of the repair classification amounts shown on the Schedule of benefits per **accident**. If you sustain more than one repair classification, only the benefit with the highest amount is payable.

Receiving stitches to repair a **laceration** is not payable under the *Surgery – Non-specified* benefit.

#### Lodging

We will pay the *Lodging* benefit amount shown on the *Schedule of benefits* for one motel/hotel room for a companion to accompany you when you have a **hospital stay** due to an **accidental injury**.

This benefit is payable only for motel/hotel stays during the period of time you have a **hospital stay**. In order for this benefit to be payable, the **hospital** must be more than 50 miles from your residence. We will measure the mileage for the most direct route from your residence to the motel/hotel.

This benefit is payable within 90 days after your accidental injury.

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#### **Medical imaging**

We will pay the *Medical imaging* benefit amount shown on the *Schedule of benefits* if you receive a medical imaging test due to an **accidental injury**. Medical imaging tests include only the following:

- Positron Emission Tomography (PET)
- Computed Tomography Scan (CT)
- Computed Axial Tomography (CAT)
- Magnetic Resonance (MR) or Magnetic Resonance Imaging (MRI)
- Electroencephalogram (EEG)

The test must be ordered by a **physician** and performed in a medical facility on an inpatient or outpatient basis within 180 days after your **accidental injury**.

#### **Observation unit**

We will pay the *Observation unit* benefit amount shown in the *Schedule of benefits* section for the initial day of observation you have in an **observation unit** due to an **accidental injury**.

The initial day of observation must begin within 72 hours after your accident.

If your period of observation leads to a **hospital stay** then:

- The Observation unit benefit amount will not be paid.
- The applicable *Hospital stay admission* and *Hospital stay daily* benefit amounts are payable.

We will pay either the *Observation unit* benefit or the applicable *Initial treatment* benefit for the initial treatment of an **accidental injury**, whichever is higher.

This benefit will not be paid to you for pre-operative and post-operative care.

#### Pain management (epidural anesthesia)

We will pay the *Pain management (epidural anesthesia)* benefit amount shown on the *Schedule of benefits* if you receive **epidural anesthesia** due to an **accidental injury**.

The epidural anesthesia must be administered within 60 days after your accidental injury.

## **Paralysis**

We will pay the applicable *Paralysis* benefit amount shown on the *Schedule of benefits* if you sustain **paralysis** due to an **accidental injury**.

#### A physician must:

- Diagnose paralysis within 60 days after your accidental injury
- Confirm the paralysis continued for a period of 90consecutive days, and
- Expect it to be permanent.

#### Posttraumatic stress disorder (PTSD)

We will pay the *Posttraumatic Stress Disorder (PTSD)* benefit amount shown on the *Schedule of benefits* if you receive a **diagnosis** of **PTSD** from a **physician** due to your **accidental injury**.

You must receive the diagnosis of PTSD within 365 days after your accidental injury.

This benefit is payable for your diagnosis only. Benefits are not payable for treatment of your PTSD.

#### **Prescription drugs**

We will pay the *Prescription drugs* benefit amount shown in the *Schedule of benefits* if you receive **prescription drugs** due to an **accidental injury**.

**Prescription drugs** must be dispensed by a licensed pharmacist on an outpatient basis within 10 days after your **accidental injury**.

## Prosthetic device/Artificial limb

#### Prosthetic device/Artificial limb

We will pay the *Prosthetic device/Artificial limb* benefit amount shown on the *Schedule of benefits* if you receive one or more prosthetic device(s)/artificial limb(s) when you lose an arm, hand, leg, foot or an eye due to an **accidental injury**.

You must receive the prosthetic device(s) or artificial limb(s) within 365 days after your accidental injury.

#### Repair or replace

We will pay the *Repair or replace* benefit amount shown on the *Schedule of benefits* if you lose or damage your existing prosthetic device or artificial limb as result of an **accidental injury**.

You must receive the replacement or repaired prosthetic device or artificial limb within 180 days after your accidental injury.

We will not pay a benefit for hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as hair wigs, or for joint replacement such as artificial hip or knee.

#### Rehabilitation unit stay – daily

We will pay the *Rehabilitation unit stay - daily* benefit amount shown in the *Schedule of benefits* if you are transferred to a **rehabilitation unit** within 24 hours after a **stay** in a **hospital** due to an **accidental injury**.

If you have a **stay** in a non-ICU room of a **hospital**, an **ICU** room, a **step-down intensive care unit**, and/or a **rehabilitation unit** on the same day, only the benefit with the highest amount is payable.

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## Service dog

We will pay the *Service dog* benefit amount shown in the *Schedule of benefits* if a **physician** recommends that you would benefit from a **service dog** due to an **accidental injury** and a **service dog** is placed with you.

#### You must:

- Be a **covered person** when the **service dog** is placed with you.
- Purchase the service dog from an organization accredited by Assistance Dogs International (ADI) or the International Guide Dog Federation (IGDF).
- Provide proof of purchase.

The service dog must be placed with you within 365 days after your accidental injury.

#### Surgery

We will pay the applicable *Surgery* benefit amount shown on the *Schedule of benefits* if you undergo any of the included **surgeries** due an **accidental injury** as follows:

#### Without repair:

• The Arthroscopic or exploratory benefit is payable if **surgery** is performed and no repair is done, or if your torn knee cartilage is shaved (debridement), within 60 days after your **accidental injury**.

#### With repair:

- The *Cranial, open abdominal or thoracic* benefit is payable if your **physician** recommends **surgery** within 72 hours after your **accidental injury** and cranial, open abdominal or thoracic **surgery** is performed within 30 days after your **accidental injury**.
- The *Hernia* benefit is payable if a **physician diagnoses** your hernia within 30 days after your **accidental injury** and repairs it through **surgery** within 60 days after your **accidental injury**.
- The Ruptured disc benefit is payable if a **physician diagnoses** your ruptured disc within 60 days after your **accidental injury** and repairs it through **surgery** within 180 days after your **accidental injury**.
- The applicable Tendon/Ligament/Rotator cuff benefit is payable if a physician diagnoses your tear, rupture or sever within 60 days after your accidental injury and repairs it through surgery within 180 days after your accidental injury.
- The Torn knee cartilage benefit is payable if a physician diagnoses your torn knee cartilage within 60 days after your accidental injury and repairs it through surgery within 180 days after your accidental injury.
  - If **surgery** is performed and no repair is done, or if the torn knee cartilage is shaved (debridement), the *Arthroscopic or exploratory* benefit is payable.
- The applicable *Non-specified* benefit amount is payable if you undergo inpatient or outpatient **surgery** with repair that is not otherwise included as a *Surgery* benefit and the **surgery** is performed within 180 days after your **accidental injury**.

Receiving stitches to repair a laceration is not payable under this benefit.

When multiple **surgeries**, including **surgery** for **fractures** and **dislocations** are performed on the same date for the same **accidental injury**, only the benefit with the highest amount is payable.

When multiple surgeries are performed for the same accidental injury, we will pay for each surgery, but no more than 2 surgeries with the highest amount.

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#### Therapy services – (Speech, occupational, or physical therapy or cognitive rehabilitation)

We will pay the *Therapy services* benefit amount shown on the *Schedule of benefits* if you receive speech, occupational, or physical therapy or cognitive rehabilitation due to an **accidental injury**. The therapy must be:

- prescribed by a **physician**
- rendered by a **physician**, speech, occupational or physical therapist, and
- performed in an office setting or in a hospital on an inpatient or outpatient basis.

The therapy must begin within 90 days after your **accidental injury** and must be completed within 365 days after your **accidental injury**.

We will pay either the *Therapy services* benefit or the applicable *Accident follow-up* benefit if those visits occur on the same date for the same **accidental injury**. When the visits occur on the same date, only the benefit with the highest amount is payable.

#### **Transportation**

We will pay the *Transportation* benefit amount shown in the *Schedule of benefits* when you must travel by taxi, plane, train, bus, or personal car from your residence more than 50 miles one way on **physician's** advice for treatment of an **accidental injury**. This benefit will be paid for travel due to:

- A hospital stay
- Outpatient surgery
- A physician's office visit

We will measure the mileage for the most direct route from your residence to the facility where treatment is received.

This benefit is not payable if you are transported by ground ambulance or air ambulance.

This benefit is payable within 90 days after your accidental injury.

#### X-ray/Lab

We will pay the *X-ray/Lab* benefit amount shown on the *Schedule of benefits* if you receive an X-ray or lab service due to an **accidental injury** in a licensed facility within 30 days after your **accidental injury**.

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## What your plan doesn't cover - exclusions

We call **care**, services and supplies that are not covered "exclusions." In this section, we tell you about exclusions.

And just a reminder, you'll find benefit maximums in the Schedule of benefits section.

Benefits will not be paid for any care, service or supply for an accidental injury related to the following:

#### **Activities and contests**

- Competitive or recreational activities:
  - Ballooning
  - Gliding (including sailplaning or sail gliding, hang gliding, paragliding)
  - Parachuting
  - Paramotoring
  - Parasailing or parakiting
  - Parascending
  - Skydiving
- Any semi-professional or professional competitive athletic contest, including officiating or coaching, for which you receive any payment.

#### Act of war, riot, war

- Any act of war, whether declared or not
- Voluntary participation in a riot
- Rebellion or civil insurrection

As used above, participation in a riot means taking part in any form of public violence, disorder, or disturbance of the peace. At least 3 people must be involved. They do not have to be acting with common intent. Damage to persons or property or unlawful acts do not have to be intended or result.

Terrorism will not be excluded from coverage unless the **covered person** who suffered the loss committed the act of terrorism.

#### Aircraft (pilot and crew member)

Operating, learning to operate or serving as a pilot or crew member of any aircraft, whether motorized or not. This includes boarding or alighting in any vehicle or device while being used for any test or experimental purposes or while being operated by, for, or under the direction of, any military authority.

#### **Bacterial infections**

Bacterial infections that are not caused by a cut or a wound from an accidental injury.

#### Care provided by immediate family members or any household member

#### **Elective or cosmetic surgery**

**Surgery,** (cosmetic or plastic), drugs or supplies to alter, improve or enhance the shape or appearance of the body, even for psychological or emotional reasons.

#### **Felonies**

Committing or attempting to commit a felony.

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#### **Nutritional supplements**

Vitamins, including **prescription** vitamins, medical foods and other nutritional items, even if it is the sole source of nutrition

#### Self-harm, suicide

Except when resulting from a diagnosed disorder, benefits will not be paid:

- In connection with suicide or attempt at suicide, intentionally self-inflicted injury, or any attempt at self-inflicted injury.
- For any form of intentional asphyxiation.

#### Substance abuse and use

Any accidental injury sustained due to:

The voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug
Abuse Prevention and Control Act of 1970, as amended, unless prescribed by your physician being
legally intoxicated or under the influence of alcohol as defined by the jurisdiction in which the
accidental injury occurred

#### Violation of cellular device use laws

Violating any cellular device use laws, of the state in which the accident occurred, while operating a motor vehicle.

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## Claim decisions and appeal procedures for when you disagree

When a claim comes in, we review it and decide if a benefit is payable or not. In this section, we explain the claim decision process and what you can do if you think we got it wrong.

Action	Requirement	Timeframe
Notice of claim	When you have a loss, you must let us know so that we can begin the claim payment process. When you let us know you have a loss, this is called a <i>Notice of claim</i> .	Your Notice of claim must be given to us within 20 days after a loss occurs or starts, or as soon as reasonably possible.
	You or your representative must give us written <i>Notice of claim</i> .	
	When you give us your <i>Notice of claim</i> , you should include your name and <b>policy</b> number. The <i>Notice of claim</i> should be mailed to us at the company address appearing on the face page of this certificate or to one of our agents.	
Claim forms	When we receive your <i>Notice of claim</i> , we will provide you with a form for sending us your proof of loss. This form is called a <i>Claim form</i> .	If we do not provide you with the Claim form within 15 days, you can give us a written statement of what happened. This statement should include the type and extent of the loss incurred.

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Action	Requirement	Timeframe
Submitting your Claim form and Proof of loss  When you receive care for your accidental injury, you will be charged.  The information you receive for that care is your Proof of loss.	To give us your Claim form, or written statement, and Proof of loss, you can choose from one of these two options:  Use the online claim process by logging into www.aetnavoluntaryforms.com Complete the Claim form and submit it to us with any required information by fax or the postal service.	You must send us your Claim form, or written statement, and Proof of loss within 90 days after the loss.  If it was not reasonably possible to send us the required information, we will not reduce or deny the claim for this reason. However, your Claim form, or written statement, and Proof of loss must be filed as soon as reasonably possible.  Except in the absence of legal capacity, your Claim form, or written statement, and Proof of loss must be given no later than one year from the time specified above.
Claim decision	We will review your Claim form, or written statement, and Proof of loss and promptly decide to either:  • Pay benefits • Request additional information, or • deny payment	If a benefit is payable, it will be paid promptly. All benefits are payable to you.  If we need additional information, you have 45 days from the date of request to send us the additional information.  If your claim is denied entirely or in part, this is called an "adverse claim decision." If we make an adverse claim decision, we will tell you in writing in 30 days. If you disagree, you can ask us to re-review the adverse claim decision. This is called an appeal. See the Appeal procedures for when you disagree section below.

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## Appeal procedures for when you disagree

If you want to appeal, send it to us within 180 calendar days from the time you receive the adverse claim decision. You can appeal by either:

- Calling us toll-free at 800-607-3366
- Sending us a written appeal to the address on the notice of adverse claim decision

When you send us a written appeal, be sure to include:

- Your name
- The **policyholder's** name
- A copy of the adverse claim decision
- Your reasons for making the appeal
- · Any other details you would like us to know

Another person may submit an appeal for you, including a **provider**. That person is called an authorized representative. You need to tell us if you choose to have someone else appeal for you (even if it is your **provider**). You should fill out an authorized representative form telling us that you are allowing someone to appeal for you. You can get this form on our website or by calling us toll-free at 800-607-3366. The form will tell you where to send it to us.

When we receive your appeal, it will be handled by someone who was not involved in making the adverse claim decision.

## Timeframe for deciding your appeal

We will give you an appeal decision within 60 calendar days of our receipt of your request for an appeal.

#### **Exhaustion of appeals process**

We recommend that you complete the appeal process with us before you can take these actions:

- Contact the Connecticut Insurance Department to request an investigation of an appeal.
- File a complaint or appeal with the Connecticut Insurance Department.
- Pursue arbitration, litigation or other type of administrative proceeding.

## Do you have a complaint?

If you are not happy about a **provider** or an operational issue, you may want to complain. You can call us toll-free at 800-607-3366 or write Member Services to tell us about your complaint.

When you complain in writing, you should include:

- A description of the issue
- Copies of any records or documents that you think are important

We will review the information and provide you with a written response within 30 calendar days of receiving the complaint. We will let you know if we need more details to make a decision.

#### Fees and expenses

We do not pay any fees or expenses incurred by you in pursuing an appeal or complaint.

# **Coordination of benefits**

This plan does not coordinate benefits with any other plan. That means it pays benefits regardless of any other coverage you may have.

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## When coverage ends

## A note on how we use "you" and "your" in this section:

• When we say "you" and "your", we mean the **employee** only.

## When will your coverage end?

Your coverage under this certificate will end, subject to the *Portability* section, on the earliest of the following dates:

- The end of the month on or following the date you cease to be a member of an eligible class.
- The end of the month on or following the date the eligible class to which you are a member is no longer an eligible class for coverage under the **policy**.
- The end of the month on or following the date we receive your written request for termination of coverage.
- The payment due date, if any required **premium** has not been paid by the end of the grace period.
- The date of your death.
- The date the **policy** ends.

If your coverage ends, your claim that existed on the date coverage ends will not be affected. It is the **policyholder's** responsibility to give you 15 days advance notice of the termination of the **policy**.

## When will coverage end for dependents?

Your **covered dependent's** coverage under this certificate will end, subject to the *Portability* section, on the earliest of the following dates:

- The end of the month on or following the date your coverage ends.
- The end of the month on or following the date the policy ends coverage for all dependents.
- The end of the month on or following the date your **covered dependent** becomes covered under this plan as an **employee**.
- The end of the month on or following the date your **covered dependent** is no longer eligible as a dependent.

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#### **Portability**

If your employment ends and as a result your coverage under the **policy** ends, we will provide portability coverage. Such coverage will be available to you and any of your **covered dependents**.

You must complete the Portability Coverage Election Form and return it to us along with payment the first **premium** for the portability coverage not later than 30 calendar days after your coverage under the **policy** ends. Portability coverage will be effective on the day after benefits under the **policy** end.

The benefits, terms and conditions of portability coverage will be the same as those provided under the Policy on the date your coverage ended. Any changes made to the **policy** after you are covered under the Portability Provision will not apply to you unless required by law.

The initial **premium** rates will be based on the **premium** rates in effect at the time you apply for portability coverage. You must also pay any portion of the **premium** previously paid by the **policyholder** for the coverage.

A grace period of 30 days after the **premium** due date will be allowed for the payment of each **premium**. We will not pay benefits under this certificate in the absence of payment of current **premium**, subject to this grace period.

Portability coverage will end on the earliest of the following dates:

- The date of your death
- The end of the portability grace period following the date you fail to pay any required premium
- The end of the month on or following the date you are again covered under the policy
- The date coverage under this portability provision is cancelled by us for any reason upon 31 days advanced notice
- The date your class of coverage ends
- With respect to any covered dependents:
  - The date your coverage ends
  - The date your **covered dependent** ceases to be an eligible dependent under the policy

A **covered dependent** who is a minor child whose portability coverage ends because they reach the age limit may apply for portability coverage in their own name.

Once portability coverage ends, it cannot start again.

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# General provisions - other things you should know

## **Administrative provisions**

## **Transfer of your rights**

You may not transfer your rights under this certificate to a person you name.

## How you and we will interpret this certificate

We prepared this certificate according to ERISA, and according to other federal and state laws that apply. You and we will interpret it according to these laws. Also, you are bound by our interpretation of this certificate when we administer your coverage, so long as we use reasonable discretion.

## Your coverage can change

Your coverage is defined by the **policy**. This document may have amendments and riders too. We, the **policyholder**, or the law may change your plan. Only we may waive a requirement of your plan. No other person, including the **policyholder**, can do this without our approval.

#### **Legal Action**

You are encouraged to complete the appeal process before you take any legal action against us for any expense or bill. You cannot take any action until 60 days after we receive written submission of claim.

No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims.

## Physical examinations, evaluations and autopsy

At our expense, we have the right to have a **physician** of our choice examine you. We also have the right to require an autopsy unless prohibited by law. This will be done at all reasonable times while a claim for benefits is pending or under review.

#### **Records of services**

You should keep complete records of the **care** you receive because we may need them to pay a claim. Records that you should keep are:

- Names of physicians and others who give you care
- Dates your expenses are incurred
- Copies of all bills and receipts

#### Your health information

We will protect your health information. We will use it and share it with others to help us process your claims. We need your consent to distribute your information. You can get a free copy of our Notice of Privacy Practices at www.aetna.com.

When you accept coverage under this certificate, you agree to let your **providers** share your information with us. We will need information about your physical and mental condition and care.

#### **Workers' Compensation**

The **policy** is not a Workers' Compensation policy. It does not satisfy any requirement for coverage by Workers' Compensation insurance.

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#### **Discount arrangements**

We can offer you discounts on goods or services. These discount arrangements are not insurance. Sometimes, other companies provide these discounted goods and services. These companies are called third party service providers.

We don't pay the third-party service providers for the goods and services they offer. The third party service provider is responsible for the goods or services they deliver. You are responsible for paying for the discounted goods or services. We have the right to change or end the arrangements at any time.

Contact us for information on the discounts available.

## Mistakes and intentional deception

#### **Honest mistakes**

You or the **policyholder** may make an honest mistake when you share facts with us. When we learn of the mistake, we may make a fair change in **premium** contribution or in your coverage. If we do, we will tell you what the mistake was. We won't make a change if the mistake happened more than 2 years before we learned of it.

Any statement you or the **policyholder** make is considered a representation and not a warranty.

### **Intentional deception**

If we learn that you defrauded us or you intentionally misrepresented material facts, we can take actions that can have serious effects on your coverage. Examples of serious effects include:

- Loss of coverage going forward
- Denial of benefits
- Recovery of amounts we already paid
- Reduced benefits

We also may report fraud to law enforcement.

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## Some money issues

#### Assignments of your coverage

Coverage may not be assigned.

#### Benefits unpaid at death

Benefits unpaid at death may be paid, at our option, to either your beneficiary or estate. If benefits are payable to your estate or a beneficiary who cannot execute a valid release, we can pay benefits up to \$1,000 to someone related to you or your beneficiary by blood or marriage whom we consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

## Change of beneficiary

We will use the most recently signed or electronic beneficiary designation on file with the **policyholder** or us. You can change your beneficiary information at any time by completing a beneficiary designation form. A beneficiary change will be effective on the date you sign the beneficiary designation form, provided it's on file with the **policyholder** or us or if mailed, postmarked prior to your death.

#### **Financial sanctions exclusions**

If benefits provided under this certificate violate or will violate any economic or trade sanctions, the coverage will be invalid immediately. For example, we cannot pay group benefits if it violates a financial sanction regulation. This includes sanctions related to a person or a country under sanction by the United States, unless it is allowed under a written license from the Office of Foreign Asset Control (OFAC). You can find out more by visiting www.treasury.gov/resource-center/sanctions/Pages/default.aspx.

## **Recovery of overpayments**

If we overpay benefits, we can:

- Require you or the person we paid to return the money
- Stop paying benefits until the money is paid back
- Take legal action to get the amount owed
- Reduce the amount of a benefit owed by the amount of the overpayment

#### **Unpaid premium**

If you owe past-due **premiums** for your coverage under the **policy**, we can recover them by offsetting what you owe against what we would otherwise pay under the **policy**.

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## **Glossary**

#### **Aetna**

Aetna Life Insurance Company, an affiliate, or a third-party vendor under contract with Aetna.

#### Accident

A sudden, unexpected event, which occurs on or after the effective date of coverage for the **covered person** and while this certificate is in force, that is the direct cause of an **accidental injury** to a **covered person**.

## **Accidental injury**

An injury to a **covered person** that is directly caused by an **accident** and is the direct cause of an injury or loss sustained on or after the **covered person's** effective date of coverage and while this certificate is in force, which is independent of **sickness** and not excluded under the **policy**.

#### Active work, actively at work, active at work, available to work

An **employee** is considered to be **actively at work** or performing **active work** on any of the **policyholder's** scheduled workdays if on that day, the **employee** is **available to work** or performing the regular duties of their job on a full time basis for the normally scheduled number of work hours

In addition, the **employee** is considered to be **actively at work** on the following days:

- Any day which is not one of the policyholder's scheduled workdays if you were active at work on the
  preceding scheduled workday, or
- A normal vacation day

#### Care

Medical treatment, health care services or supplies, or attention received by a health professional.

#### **Chiropractic visits**

An office visit for the manipulative (adjustive) treatment, or other physical treatment for any condition caused by or related to biomechanical, nerve conduction, or disorders of the spine.

## **Closed reduction**

A manipulative, non-surgical, repair of a **fracture** or **dislocation**.

#### Coma (non-induced)

A continuous state of profound unconsciousness characterized by the absence of eye opening, verbal response and motor response, and the individual requires intubation for respiratory assistance.

#### Coma (induced)

A temporary coma (state of profound unconsciousness) brought on by a controlled dose of medicine administered by a **physician** at a **hospital**.

## **Common carrier**

Commercial airlines, train, bus, boat, ferry or ship, subway or streetcar, operated on a regularly scheduled basis between pre-determined ports or cities. Taxis and privately chartered vehicles are not common carriers.

#### **Covered dependent**

The **employee's spouse**, and any children who are covered under this certificate.

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#### **Covered person**

An **employee** or an **employee's** dependent for whom all of the following applies:

- The person is eligible for coverage as defined in this certificate.
- The person has enrolled for coverage and paid any required **premium**.
- The person's coverage has not ended.

#### **Custodial care**

Services and supplies mainly intended to help meet your activities of daily living or other personal needs. Care may be **custodial care** even if it prescribed by a **physician** or given by trained medical personnel.

#### Diagnosis/diagnose(d)

A **physician**, specializing in a particular field of medicine, where applicable, has definitively identified your **accidental injury.** Such **diagnosis** must:

- Be based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations and where the results are documented in and supported by your medical records and
- Meet all diagnostic requirements stated in the policy for the particular accidental injury being diagnosed.

#### Dislocation

A completely separated joint.

## Effective date of coverage

The date the **employee** and their eligible dependents coverage begins under this certificate.

#### **Emergency room**

A specified area within a **hospital** that is designated for the emergency **care** of **accidental injuries**. This area must:

- Be staffed and equipped to handle trauma;
- Be supervised and provide care by a physician;
- Provide care 7 days per week, 24 hours per day.

#### **Employee**

A person listed as an **employee** on the books of the **policyholder** 

#### **Epidural anesthesia**

A form of regional anesthesia involving injection of drugs through a catheter placed into the epidural space. The epidural must be administered due to an **accidental injury** and does not include epidural steroid injections or treatment for childbirth.

## **Fracture**

A break, rupture or crack in a bone that can be **diagnosed** by X-ray.

#### **Health professional**

A person who is licensed, certified or otherwise authorized by law to provide **care**, such as **physicians**, podiatrists, chiropractors, nurses, and physical therapists.

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## Home health care agency

An agency licensed, certified or otherwise authorized by applicable laws to provide home health care services such as skilled nursing and other therapeutic services.

## Home health care plan

A plan of services prescribed by a **physician** or other **health professional** to be provided in your home. The services are usually provided after you're discharged from a **hospital** or if you are homebound.

## **Hospice facility**

An institution specifically licensed, certified or otherwise authorized by applicable state and federal laws to provide **hospice care**.

## **Hospital**

An institution licensed as a hospital by applicable laws and accredited as a hospital by The Joint Commission.

#### Hospital does not include a:

- Convalescent facility
- Extended care facility
- Facility for the aged
- Hospice facility
- Intermediate care facility
- Mental disorder treatment facility
- Nursing facility
- Psychiatric hospital
- Rehabilitation unit
- Rest facility
- Skilled nursing facility
- Substance abuse treatment facility

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#### Immediate family member

A person who is related to the **covered person** in any of the following ways: **spouse**, child (including a legally adopted child, foster child, grandchildren, stepchild, son-in-law and daughter-in-law), parents (including stepparent, mother-in-law and father-in-law), and brother or sister (including stepbrother, stepsister, brother-in-law or sister-in-law).

## Intensive care unit (ICU)

Is an area of the **hospital** that:

- Is for patients who:
  - Are critically ill or injured, and
  - Need intensive, comprehensive observation and care.
- Is separate from:
  - The surgical recovery room
  - Rooms, beds, and wards customarily used for patients not requiring intensive care.
- Is equipped with special lifesaving equipment for the care of the critically ill or injured.
- Is under close observation by specially trained staff assigned exclusively to the ICU on a 24 hour basis.
- Has a **physician** assigned to the **ICU** on a full-time basis.

An **ICU** that meets the definition above includes **hospital** units with the following names:

- Burn unit
- Coronary care unit or CCU
- Intensive care nursery or ICN
- Intensive care unit or ICU
- Neonatal Intensive care unit or NICU
- Pulmonary care unit or PCU
- Transplant unit

An ICU excludes any type of facility not meeting the definition ICU, including:

- Private monitored rooms
- Surgical recovery rooms
- Observation rooms
- Step down intensive care unit

### Laceration

A cut or tear in skin or flesh.

#### **Observation unit**

A specified area or room within a **hospital** where a patient can be monitored by a **physician** and which:

- Is under the direct supervision of a **physician** or registered nurse (R.N.)
- Is staffed by nurses assigned specifically to that unit
- Provides care seven days per week, 24 hours per day

#### **Occupational injury**

An **accidental injury** that arises out of (or in the course of) any activity in connection with the **covered person's** employment or self-employment whether or not on a full-time basis or results in any way from an **accidental injury** that does.

#### Open reduction

The surgical repair of a **fracture** or **dislocation**.

#### **Paralysis**

The complete, total and permanent loss of voluntary movement in muscles due to an accidental injury.

- Quadriplegia affects both arms and both legs
- Triplegia affects one side of the body, such as the arm and leg of the same side of the body, plus the one
  arm or one leg on the opposite side of the body
- Paraplegia affects both legs and sometimes parts of the trunk
- Diplegia affects the same area on both sides of the body, such as both arms
- Hemiplegia affects one side of the body, such as the leg and arm of the same side of the body
- Monoplegia affects one limb only, such as one arm or one leg

## Persistent vegetative state (PVS)

A state of severe unconsciousness characterized by no evidence of awareness of self or environment, and no purposeful response to external stimuli.

#### **Physician**

A person who:

- Is a doctor of medicine or osteopathy
- Is licensed or certified to provide care under the laws of the state where he or she practices, and
- Provides care within the scope of his or her license or certificate

A physician also includes a health professional.

#### Plan Year

The period from January 1st through December 31st of the following year.

## **Policy**

The **policy** consists of several documents taken together. These documents are:

- The **policyholder's** application
- The **policy**
- This certificate
- Any amendments and riders to the **policy** or this certificate

These documents are the entire contract between us and the **policyholder**.

## Policyholder

Sacred Heart University, Incorporated and entities associated with it for purpose of coverage under the policy.

#### Posttraumatic stress disorder (PTSD)

This is a mental health disorder that can develop after a person has experienced or witnessed a traumatic or terrifying event in which serious physical harm occurred or was threatened. **PTSD** must meet the criteria in the current Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

#### **Premium**

The amount you and/or the **policyholder** is required to pay to **Aetna** to continue coverage.

## **Prescription**

A written order for the dispensing of a **prescription drug.** Refills count towards the benefit maximums.

#### **Prescription drug**

An U.S. Food and Drug Administration approved drug or biological that can only be dispensed by prescription.

#### **Provider**

A **physician** or other **health professional**, **hospital**, or other entity or person licensed or certified under applicable state and federal law to provide health care services to you. If state law does not specifically provide for licensure or certification, the entity must meet all Medicare accreditation standards (even if it does not participate in Medicare).

#### Rehabilitation unit

A free-standing facility or part of a **hospital** that provides rehabilitative services.

## Second degree burns

Also called partial-thickness burns, means the epidermis (outer layer of skin) has been burned through and part of the dermal (second layer of skin) has been burned by heat, electricity, radiation, friction or chemicals. For the purpose of this certificate, **second degree burns** do not include burns that result from the skins exposure to the sun.

#### Service dog

Under the Americans with Disabilities Act (ADA), a service dog is any dog individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The task(s) performed by the dog must be directly related to your disability. Deterring crime and providing emotional support, a sense of well-being, comfort, or companionship do not constitute work or tasks.

#### Sickness

A disease, bodily infirmity, illness, infection or any other physical condition that affects the **covered person** and is wholly independent of an **accident**.

#### Skilled nursing facility

A facility specifically licensed as a **skilled nursing facility** by applicable state and federal laws to provide skilled nursing care.

#### **Spouse**

Any individual who, under applicable state law is recognized as a **spouse**. **Spouse** does not include any person who is insured as an **employee**.

#### Stay

A period during which you are confined as an inpatient in a hospital or rehabilitation unit.

#### **Stay** excludes:

- any period of such a confinement due to custodial care or personal needs that do not require medical skills or training
- a period of observation in an observation unit or in the emergency room unless this leads to a stay
- any period of such a confinement in a:
  - Hospice facility
  - Mental disorder treatment facility
  - Skilled nursing facility
  - Substance abuse treatment facility

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#### Step down intensive care unit

Any of the following units of a hospital:

- A progressive care unit
- A sub-acute intensive care unit
- An intermediate care unit
- An intermediate intensive care step down unit
- A pre- or post-intensive care unit

A step-down intensive care unit is not an ICU.

#### Substance abuse

A physical or psychological dependency, or both, on a controlled substance or alcohol agent. These are defined on Axis I in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association. This term does not include conditions that you cannot attribute to a **mental disorder** that are a focus of attention or treatment, or an addiction to nicotine products, food, or caffeine.

## Surgery

When a **physician** cuts into the skin or other organ to:

- Implant mechanical or electronic devices
- Make a diagnosis
- Redirect channels
- Remove an obstruction, diseased tissue, or diseased organ(s)
- Repair an area that has been injured or affected by trauma, overuse, or disease
- Repair an area to restore proper function
- Reposition structures to their normal position
- Transplant tissue or whole organs

Under this certificate, these procedures are not surgery:

- Laceration
- Venipuncture (drawing blood)
- Lumbar puncture
- Epidural steroid injections
- Removal of skin tags
- Foreign body removal from the ear, eye, or other cavity unless cutting of the skin is required
- Episiotomy during routine vaginal delivery
- Endoscopy/colonoscopy without biopsy
- A biopsy of tissue

#### **Telemedicine**

A telephone or internet-based consult with a **provider** through an authorized internet service vendor who conducts **telemedicine** consultations.

#### Third degree burns

Also called full-thickness burns, means an area of tissue damage in which there is destruction of the entire epidermis (outer layer of skin) and the dermal (second layer of skin) that is caused by heat, electricity, radiation or chemicals.

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# **Urgent care facility**

A facility licensed as a freestanding medical facility by applicable state and federal laws to treat an urgent condition.

## Walk-in clinic

A free-standing health care facility that is not an emergency room or the outpatient department of a **hospital**.

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# **Confidentiality Notice**

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law. In our health plans, participating network providers are also required to give you access to your medical records within a reasonable amount of time after you make a request.

Some of the ways in which personal information is used include claim payment; utilization review and management; medical necessity reviews; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Privacy Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call the toll-free Member Services number or visit our Internet site at <a href="https://www.aetna.com">www.aetna.com</a>.

# Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between **Aetna** and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, you may, during the continuance of such approved FMLA leave, continue Indemnity Benefits for you and your eligible dependents. Your Employer may also allow you to continue other coverage for which you are covered under the group contract on the day before the approved FMLA leave starts.

At the time you request FMLA leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If any coverage your Employer allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class. However, coverage facility indemnity expenses will be available to you under another plan sponsored by your Employer.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If Medical Indemnity Benefits terminate because your approved FMLA leave is deemed terminated by your Employer, you may, on the date of such termination, be eligible for Continuation under Federal Law on the same terms as though your employment terminated, other than for gross misconduct, on such date. If the group contract provides any other continuation of coverage (for example, upon termination of employment, death, divorce or ceasing to be a defined dependent), you (or your eligible dependents) may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

# **Additional Information Provided by**

# Sacred Heart University, Incorporated

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your Certificate. Your Plan Administrator has determined that this information together with the information contained in your Certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

#### Name of Plan:

Sacred Heart University Health & Welfare Plan

## **Employer Identification Number:**

06-0776644

#### **Plan Number:**

505

## Type of Plan:

Off/On Job Accident Plan 2.0

## **Type of Administration:**

Group Insurance Policy with:

Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

#### **Plan Administrator:**

Director of Employee Benefits Sacred Heart University, Incorporated 5151 Park Avenue - Human Resources Fairfield, CT 06825 Telephone Number: (203) 371-7921

#### **Agent For Service of Legal Process:**

Sacred Heart University, Incorporated 5151 Park Avenue - Human Resources Fairfield, CT 06825

Service of legal process may also be made upon the Plan Administrator

## **End of Plan Year:**

December 31st

#### **Source of Contributions:**

## **Procedure for Amending the Plan:**

The Employer may amend the Plan from time to time by a written instrument signed by the Director of Employee Benefits.

# **ERISA Rights**

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

## **Receive Information about Your Plan and Benefits**

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

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S.
   Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.