

Assurity at Work

HOSPITAL INDEMNITY POLICY THIS HOSPITAL CONFINEMENT SUPPLEMENTAL INDEMNITY POLICY PROVIDES SUPPLEMENTAL INSURANCE TO OTHER BASIC SICKNESS AND ACCIDENT COVERAGE

LIMITATIONS

Preexisting Conditions

If your policy is issued pursuant to our guarantee to issue program, benefits for preexisting conditions disclosed on your application will be paid if the covered injury or sickness resulting from the disclosed condition is incurred at least twelve months (six months in NM) after the issue date. Benefits for non-disclosed preexisting conditions will be paid if the injury or sickness resulting from the non-disclosed condition is incurred at least 24 months after the issue date.

If your policy is not issued pursuant to our guarantee to issue program, benefits will not be paid for any loss resulting from a preexisting condition unless the loss is incurred at least two years (six months in NM; one year in ID, MT, NC, SD, VA, and WV) after the issue date and the condition causing the loss was not misrepresented on your application and, except for ID, was not excluded by a policy amendment rider. In ID, if the family rider is issued, preexisting conditions will not apply to the following dependent child(ren): 1) a child born to you after the rider issue date of the family rider; and 2) an adopted child placed with you for adoption after the rider issue date of the family rider.

A preexisting condition is a covered injury sustained before the issue date or any sickness which was first treated, diagnosed or manifested itself prior to the issue date (within seven years prior to the issue date in MD; five years prior to the issue date in AL and PA; two years prior to the issue date in MN and OR; and a covered injury within two years prior to the issue date or a sickness within 12 months prior to the issue date in IL). In NC, VA and VT, a bodily injury or physical condition caused by a bodily injury that occurred within two (one in MA and SD, three in MT and RI, five in CT, DE and IA) years immediately preceding the issue date. In ND, a covered injury sustained within two years prior to the issue date or a sickness for which medical advice was recommended by or received from a physician within two years prior to the issue date. In NJ, a bodily injury or physical condition caused by a bodily injury misrepresented or not revealed in the application and for which symptoms existed prior to the issue date that would cause an ordinarily prudent person to seek diagnosis, care or treatment or for which medical advice or treatment was recommended by or received from a physician. In ID, the existence of symptoms which would cause

an ordinary prudent person to seek diagnosis, care or treatment within a six month period preceding the issue date or for which medical advice or treatment was recommended by or received from a physician within a six month period preceding the issue date. In ID, congenital anomalies of any covered dependent child will not be considered a preexisting condition.

STATEMENTS MADE IN YOUR APPLICATION/TIME LIMIT ON CERTAIN DEFENSES

After your policy has been in force for two (three in LA, RI and VT) years after the issue date, We cannot use your application answers against you unless they are fraudulent. No claim for loss (in the absence of fraud in GA) that starts after two (one in VA, three in LA, RI and VT) years from the issue date will be reduced or denied because a physical condition existed before the issue date unless it is limited or was excluded by name or specific description.

MISSTATEMENT OF AGE

If your age was misstated in the application, the policy benefits will be changed to those the premium paid would have provided for the correct age.

ELIMINATION PERIOD

This policy contains elimination periods – a number of consecutive days of confinement in the hospital during each period of confinement before we pay the daily benefit.

EXCLUSIONS

We will not pay any benefits for loss caused by or resulting from:

- war or act of war whether or not declared;
- intentional self-inflicted Injury;
- committing or attempting to commit a felony (in ID, participating in a felony, riot or insurrection);
- your engaging in an illegal occupation (not applicable in ID);
- voluntary inhalation of gas (not applicable in ID);
- travel in, or descent from, an aircraft, except when you are a fare-paying passenger (except in ID);
- injury sustained while on full-time duty in the armed forces.
- adenoids, tonsils, varicose veins, appendix, disorder of the reproductive organs or elective sterilization, or any complications therefrom; any of which are within 6 months after the Issue date unless requiring emergency care (not applicable in ID and MA; hernia and complications therefrom in KS);

- dental treatment unless due to covered injury;
- cosmetic care, except when the hospital confinement is due to medically necessary reconstructive surgery;
- confinements which are primarily for rest care, convalescent care or for rehabilitation (not applicable in ID);
- except in ID, covered injury or sickness caused directly or indirectly by intoxication (in PA, unless administered on the advice of a physician). In all states but ID, PA, and SC as defined by the laws and jurisdiction of the geographical area in which the loss or cause of the loss was incurred (in SC, of the state in which this policy was issued);
- treatment of mental or nervous disorders, defined as any disorder classified as such in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association. In AR, CT, DE, IA, IL, NH, NJ, RI, VT and WV, defined as disorders including neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder (in PA and TX without demonstrable organic origin, and in VA, including physiological and psychological dependence on alcohol and drugs);
- treatment of alcohol or drug dependence or addiction;
- covered injuries or sickness sustained outside the United States except for those that require emergency care in a hospital (not applicable in PA);
- confinements due to complications of pregnancy are covered as a sickness;
- an injury or sickness covered under worker's compensation, an employer's liability law or similar law (in KS, If you enter into a settlement giving up your right to recover future medical benefits under a workers' compensation law, this policy will not pay those medical benefits that would have been payable in absence of that settlement); or
- any condition excluded from coverage by a policy amendment rider (not applicable in ID).

RENEWABILITY

This policy is guaranteed renewable (in TX, limited guarantee or renewability) to age 65. That means as long as you pay premiums when due, we cannot cancel or change your policy until the policy anniversary after Your 65th birthday (in MA, only for the stated reasons provided in the policy termination provision). If you are over age 65, and employed on a full-time basis, you can continue to renew your policy provided you continue to be employed on a full-time basis on each renewal date.

PREMIUMS

We reserve the right to change the premium rates. If we do this, we can only do it to all policies in your class. In LA and NC, we will not increase rates during the first policy year. In LA, thereafter, we will not increase rates more frequently than once in every six (twelve in MT) month period. We will give you 31 (45 in LA and NC; 60 in GA and WI) days notice if we change premium rates.

TERMINATION

Your coverage will terminate and no benefits will be payable under this policy and the attached riders, if any, on the earliest of the following: 1) when any premium due for this policy is not paid before the end of the grace period; 2) when you give us a written request to do so (in ID, we will refund the pro rata portion of any unused premium we collected); 3) when you establish residence in a foreign country (not applicable in NJ); 4) upon your death; or 5) when you reach age 65 or if you continue to be employed on a full-time basis after age 65, the renewal date following the date you cease to be employed on a full-time basis. In NJ, when you reach age 65.

Termination of this policy will be without prejudice to any claim arising prior to such termination. However, any extension of benefits beyond the period this policy was in force is predicated upon Your total disability and will end on the earlier of: 1) payment of the maximum benefits; or three months (not applicable in ID and NJ).

In MD, any extension of benefits beyond the period this policy was in force will end on the earlier of: 1) the date you are released from the care of a physician for the condition that is the basis of the claim; or 2) 12 months after the date coverage terminates.

CANCELLATION BY INSURED (ONLY IN KS and VA)

The insured may cancel this policy at any time by written notice to us. The unearned portion of any premium paid will be refunded. The earned premium shall be computed by the use of the pro-rata method last filed with the department of insurance in the state where the Insured resided at policy issue, in KS and pro rata, in VA.

Policy may not be approved in all states and its provisions vary by state. This description of benefits is intended only to highlight your benefits and should not be relied upon to fully determine coverage. This policy may not cover all your health care expenses. Please refer to your policy for a complete listing of benefits, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the terms of the policy, the terms of the policy prevail.