## **Transamerica Premier Life Insurance Company**

A Stock Company

Home Office: Cedar Rapids, Iowa

Administrative Office: 100 Light Street, Baltimore, Maryland 21202

#### **CERTIFICATE OF INSURANCE**

Policyholder: American Military Insurance Trust

Policy Number: MZ0925784H0000A

Transamerica Premier Life Insurance Company (we, us, our) has issued a Policy to the Policyholder (our name, the Policyholder name and the Policy Number are shown above). The provisions of the Policy which are important to you are summarized in this Certificate; consisting of this form, the Schedule with the most recent effective date, and any additional forms which may have been made a part of this Certificate. This Certificate replaces any certificates which may have been given to you earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy. The Policy may be inspected at the office of the Policyholder.

Secretary

President

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#### **30 DAY FREE LOOK**

You have the right to examine your Certificate. If you are not satisfied, you may return it to us within 30 days of your effective date. In that event, we will consider it void from the Certificate Effective Date and any premium paid will be refunded. Any claims paid under the Policy during the initial 30 day period will be deducted from the refund.

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#### **GROUP TRICARE SUPPLEMENT COVERAGE**

### MZ0925784H0000A

#### **GENERAL DEFINITIONS**

Active Duty means active duty in a Uniformed Service of the United States for more than 30 days.

Age means the age a Covered Person has attained on any Premium Due Date.

**Calendar Year** means a period of 12 months in a row, starting on January 1 and ending on December 31 of the same year.

**CHAMPUS** means: (a) the Military Medical Benefits Amendments of 1966 (Public Law 89-614); or (b) Section 613 of the Veterans Health Care Expansion Act of 1973 (Public Law 93-89), also known as CHAMPVA; as amended. CHAMPUS is an acronym for the Civilian Health and Medical Program of the Uniformed Services.

Civilian Hospital means any Hospital, as defined, other than a Government Hospital.

**Confined** or **Confinement** means being an Inpatient in a Hospital or Skilled Nursing Facility due to Sickness or Injury.

**Covered Expense** means the reasonable expense incurred by a Covered Person for needed medical or surgical treatment, services or supplies. The expense must be: (a) incurred for the sole purpose of treating the Covered Person's Injury or Sickness; (b) prescribed by the Covered Person's attending physician, except for routine nursing services; and (c) incurred while the Covered Person is an Inpatient in the Hospital to be covered under an Inpatient Benefit; or (d) incurred while the Covered Person is not confined as an Inpatient in a Hospital to be covered under an Outpatient Benefit. In addition, the expense must be incurred: (a) by the Covered Person while the Covered Person is covered under such benefit; (b) for a Confinement, service, or supply that is covered under TRICARE.

**Covered Expense in Excess of the TRICARE Allowed Amount** means the difference between the TRICARE Allowed Amount for an expense and the actual charge, but only if: (a) the Allowed portion is a Covered Expense under such benefit; and (b) the non-participating doctor or supplier will not reduce the Covered Person's charge to the Allowed Amount. It does not include any part of a charge that is more than 115% of what TRICARE allows.

**Covered Person** means you, your Eligible Spouse and your Eligible Child, while such person is covered under the Policy.

**Daily Subsistence Charge** means the current amount that the Department of Defense determines is applicable to a day of confinement in a Uniformed Services Hospital.

**Employer Health Program** means a program issued to or sponsored by a Covered Person's employer which provides coverage for basic hospital, medical or surgical expenses incurred as a result of injury or sickness. Such program may be an insurance policy, a hospital or medical service contract, a Blue Cross or Blue Shield contract, a medical practice or other prepayment plan, or a managed care plan.

**Fiscal Year** means the Federal Government's 12-month accounting period. Currently, that is the period from October 1st of one year to September 30th of the next year.

**Government Hospital** means a Service Hospital or any other hospital owned by the Federal Government including Veterans Administration Facilities.

**Hospital** means an institution which TRICARE recognizes as a hospital.

**Injury** means bodily injury of a Covered Person resulting from an accident.

**Inpatient** means confinement in a Hospital or Skilled Nursing Facility for which the Covered Person is charged at least one full day's room and board.

**Insured Person** means you (your or yours), a Member of the Organization named on the Schedule.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act of 1965, as amended.

**Member** means you (your or yours), a member of the Organization.

**Organization** means the Participating Organization named on the Schedule.

**Outpatient** means a Covered Person's treatment for Injury or Sickness on a day that Covered Person is not Confined.

Outpatient Deductible means the Outpatient deductible, as defined and determined by TRICARE.

**Period of Confinement** means an interval of time during which the Covered Person is an Inpatient in a Hospital or Skilled Nursing Facility. A Period of Confinement: (a) begins on the date the Covered Person is admitted to a Hospital or Skilled Nursing Facility while the Covered Person is covered by the Policy; and (b) ends on the date the Covered Person is discharged from the Hospital or Skilled Nursing Facility.

Physician means a legally qualified physician or surgeon or other practitioner who is recognized by TRICARE.

Plan Administrator means: Selman & Company, LLC, 6110 Parkland Blvd., Cleveland, OH 44124.

**Plan Deductible** means: the deductible amount applied to each Covered Person's expenses each Fiscal Year. Once Covered Persons in a family have collectively satisfied the applicable amount, no further deductible amount shall apply for that family for the remainder of the Fiscal Year. The Plan Deductible amount per Covered Person and family is shown on the Schedule. For the purposes of this definition, the term "family" means all members of your immediate family covered under the Policy referred to as Covered Persons. The Plan Deductible may only be satisfied by: (a) with respect to Inpatient charges: any TRICARE Inpatient copayment; and (b) with respect to Outpatient charges: any TRICARE Outpatient Deductible.

**Point-of-Service** means TRICARE Prime enrollees have the freedom to receive services without a referral or authorization.

Policyholder means the legal entity in whose name the Policy is issued, as shown on the Schedule.

**Request** means a written request made on the form we or the Plan Administrator furnish for making the request.

**Retiree or Retired Member** means a member of the Organization who is retired from Active Duty and is covered by TRICARE.

Service means Uniformed Service of the United States.

Service Hospital means: (a) a U.S. Military Service hospital; or (b) a U.S. Public Health Service hospital.

**Sickness** means: (a) a Covered Person's sickness or disease including pregnancy; or (b) Well Baby Care, as defined.

**Skilled Nursing Facility** means one which: (a) is approved by Medicare or is qualified to receive approval by Medicare if so required; (b) operates pursuant to law; (c) primarily and continuously provides skilled nursing care and related services to persons convalescing from Sickness or Injury on an Inpatient basis for which a charge is made; (d) provides 24-hour-a-day nursing service by or under the supervision of registered nurses (R.N.); (e) provides adequate procedures for the administration of drugs; (f) maintains daily medical records of each patient; and (g) provides each patient with a planned program of medical care and treatment by or under the supervision of a Physician. Skilled Nursing Facility does not mean: (a) a hospital; (b) a place for rest, custodial care, or the aged; or (c) a place for the treatment of mental disease, drug addicts or alcoholics.

**Totally Disabled** means disabled by an Injury or Sickness that continuously confines the Covered Person: (a) in a Hospital; (b) in a Skilled Nursing Facility; or (c) indoors under the regular care and attendance of a Physician. Total

Disability <u>will not</u> be ended: (a) by going to and from a doctor's office of Hospital for treatment; or (b) by resting out-of-doors at home; if advised to do so by a Physician.

**TRICARE** means the Department of Defense regional managed care program for members of the uniformed services and their families, and survivors and retired members and their families. TRICARE provides TRICARE beneficiaries three choices for their health care delivery: TRICARE Standard, a fee-for-service option which is the same as the former standard CHAMPUS program; TRICARE Extra, a preferred provider option which offers discounts; and TRICARE PRIME, an enrolled health maintenance organization (HMO) option.

**TRICARE Allowed Amount** means the amount TRICARE determines is a reasonable charge for a Covered Expense. It may be less than the actual charge. The TRICARE Allowed Amount will not exceed the TRICARE DRG Amount, if the Covered Expenses are subject to the TRICARE DRG.

**TRICARE** Cap means the amount TRICARE determines is the limit for expenses applied to the TRICARE Outpatient Deductible and TRICARE Covered Expenses subject to coinsurance for all members of a family in a Fiscal Year. After a family has incurred Covered Expenses which meet the TRICARE Cap, TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount for all members of such family.

**TRICARE Diagnostic Related Group (DRG)** means a system adopted by TRICARE establishing a relative value to hospitalizations based on the Covered Person's diagnosis and the customary costs for Inpatient hospital services connected with such diagnosis. The value assigned forms the basis for TRICARE benefit payments for the hospital confinement regardless of actual cost. We will recognize the DRG as the cost of the hospital confinement if TRICARE so recognizes it.

**TRICARE Extra** means the preferred provider option of TRICARE which offers discounts when a TRICARE beneficiary uses a civilian preferred network provider. TRICARE beneficiaries do not enroll in TRICARE Extra, but may participate in TRICARE Extra on a case-by-case basis.

TRICARE Extra Contracted Fee means the preferred network provider's discounted allowable amount.

**TRICARE Per Diem Charge** means the fixed daily amount TRICARE uses to determine the Covered Person's cost share for each continuous Confinement in a Civilian Hospital or Skilled Nursing Facility.

**TRICARE PRIME** means the health maintenance organization (HMO) option of TRICARE which requires enrollment by the TRICARE beneficiary.

**TRICARE Standard** means the fee-for-service option of TRICARE.

**Well Baby Care** means expenses incurred during the first 6 years after birth for: (a) newborn examination; (b) PKU tests; (c) newborn circumcision; (d) medical history and physical exams; (e) discussion and counseling by a physician; (f) vision, hearing, and dental screening; (g) developmental appraisal; (h) immunizations; (i) tuberculin tests; and (j) hematocrits or hemoglobin and urinalysis. Well Baby Care does not include the Hospital's charge for nursery care of a well newborn.

#### PERIOD OF COVERAGE

**Insured Person's Effective Date:** Subject to the Deferred Effective Date provision, you will become covered by the Policy on the Effective Date of the Schedule that first shows coverage for you. Coverage is shown for you by a TRICARE Supplement Plan stated across from "Member" in the Schedule. If no coverage is shown across from "Member", you are not covered under the Policy.

**Deferred Effective Date for Insured Person:** If on the date you are to become covered under the Policy you are confined in a Hospital, your coverage will be deferred until the first day after you are discharged.

**Request for Change in Insured Person's Coverage:** If you Request a change in coverage, the change will become effective on the first day of the month on or after the date we or your employer receives the Request, provided the required premium is paid. No change will be made if you are not eligible for the change requested.

Eligible Dependents: Your Eligible Dependents are described below.

<u>Eligible Spouse</u>: "Spouse" means your Spouse who is a TRICARE beneficiary, but not a spouse from whom you are legally separated or divorced.

<u>Eligible Child</u>: "Child" means your or your Spouse's unmarried child who is a TRICARE beneficiary and dependent on you or your Spouse for at least one-half support, including a stepchild or legally adopted child and who is under age 21 (23 if enrolled full-time in a school of higher learning).

No person can be covered as both a Member and a Member's Eligible Spouse, nor can any person be covered as a Dependent Eligible Child of more than one Member.

**Covered Dependent Effective Date:** Subject to the Deferred Effective Date provision, an Eligible Dependent will become covered by the Policy on the Certificate Effective Date that first shows coverage for the Eligible Dependent. Dependent coverage is shown in the Schedule by a TRICARE Supplement Plan stated across from the Eligible Dependent class. If no coverage is shown across from "Spouse" or "Child(ren)", the Eligible Dependent is not covered under the Policy.

**Deferred Effective Date of Dependent:** If on the date that an Eligible Dependent is to become covered under the Policy, the Eligible Dependent is confined in a Hospital, coverage of that Eligible Dependent will be deferred until the first day after that Eligible Dependent is discharged. This provision does not apply to a newborn child.

**Request for Change in Dependent's Coverage:** If you Request a change in your dependent's coverage, the change will become effective on the first day of the month on or after the date we or your employer receives the Request, provided the required premium is paid. No change will be made if your dependent is not eligible for the change requested.

**Newborn Child:** If a child is born to you or your Covered Spouse, the child will become covered by the Policy from the moment of birth. The child will be covered for Injury or Sickness (including congenital defects, birth abnormalities and prematurity) under the same plans and benefits that apply: (a) to your other child(ren), if you have other children covered under the Policy; or if not (b) to your Spouse, if your Spouse is covered under the Policy; or if not (c) to you. The child's coverage will cease on the 31st day next following the child's effective date; unless we receive notice and the required premium to continue the child before that date.

**Termination:** A Covered Person's coverage under the Policy will cease on the first to occur of:

- (1) the date the Policy terminates or the date the Organization ceases to be a Participating Organization of the Policyholder;
- (2) the date the required premium is not paid, subject to the Grace Period provision;
- (3) the date you cease to be a member of the Organization;
- (4) the first day of the month on or next following the date the dependent ceases to be an Eligible Spouse or an Eligible Child;
- (5) the date we or the Organization cancel coverage for a Class of Eligible Person to which the Covered Person belongs;

- (6) the date the Covered Person becomes eligible for Medicare unless the Covered Person resides in an area where Medicare is not available, in which case coverage will not terminate until the Covered Person returns to residency in an area where Medicare is available;
- (7) if a child, the date the child attains age 21 or age 23 if the child is enrolled full-time at a school of higher learning;
- (8) the date a Covered Person ceases to be covered under TRICARE.

Termination of coverage will be without prejudice to any claim which originated before the effective date of termination.

**Incapacitated Child Continuation:** If on the date a child reaches age 21 or 23 (if a full-time student), the child is: (a) covered under the Policy; (b) mentally retarded or physically handicapped and incapable of earning his or her own living; and (c) unmarried and primarily dependent on you for support and maintenance; the child's coverage will not terminate solely due to age. But you must give us written notice of the incapacity within 31 days of the termination date. Coverage will continue as long as: (a) the child qualifies as an incapacitated child; and (b) the required premium is paid. We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year.

**Widow or Widower's Continuation:** If you die while your Spouse is covered under the Policy, your Spouse may continue: (a) your Spouse's coverage; and (b) coverage for any of your Dependents who are covered under the Policy on the date of your death. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the date of your death. Solely for the purposes of continuing the coverage, the Spouse may be considered the Member. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of the Policy. Any coverage continued by this Widow or Widower's Continuation provision will terminate on the Premium Due Date on or next following the date the Spouse remarries.

**Covered Dependent Continuation:** If your Dependent Coverage under the Policy terminates because your coverage ends due to Medicare eligibility, attainment of age 65, or your death, then your spouse may continue the coverage for any of your Dependents who are covered under the Policy on the date your coverage ceases. We must receive the Spouse's Request and required premium to continue coverage within 90 days of the Premium Due Date next following the date coverage terminates. Solely for the purposes of continuing the coverage, the Spouse may be considered the Insured Person. However, this will not continue the Spouse's coverage beyond a date the coverage would normally cease under a Dependent Termination provision of the Policy. Any coverage continued under this provision due to your death will terminate on the Premium Due Date on or next following the date the Spouse remarries.

# TRICARE SUPPLEMENT PLANS TRICARE COMPREHENSIVE RETIREE SUPPLEMENT PLAN

**INPATIENT BENEFIT:** After a Covered Person has satisfied the Covered Person's Plan Deductible, we will pay the benefits described below for a Covered Person's Period of Confinement in a Hospital or Skilled Nursing Facility.

The Period of Confinement must:

- (a) be due to Sickness or Injury;
- (b) begin while the Covered Person is covered under this benefit;
- (c) be approved by TRICARE.

**Benefits in a Government Hospital:** We will pay the current Daily Subsistence Charge for each day a Covered Person is Confined in a Government Hospital.

**Benefits in a Civilian Hospital or Skilled Nursing Facility:** For Confinement in a Civilian Hospital or Skilled Nursing Facility which is subject to the TRICARE DRG, we will pay:

- (1) Under TRICARE Standard: The lesser of:
  - (a) the TRICARE Per Diem Charge for the Period of Confinement; or
  - (b) 25% of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount; until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, we will pay 25% of the TRICARE Allowed Amount until the TRICARE Cap is met.

For all Confinements with services not subject to the TRICARE DRG, we will pay 100% of all Covered Expenses in Excess of the TRICARE Allowed Amount incurred during the Confinement, not to exceed the Legal Limit.

- (2) Under TRICARE Extra: The lesser of:
  - (a) the TRICARE Extra discounted TRICARE Per Diem Charge for the Period of Confinement; or
  - (b) 25% of the amount billed for Covered Expenses not to exceed the TRICARE DRG Amount; until the TRICARE Cap is met.

For Confinement in a Civilian Hospital or Skilled Nursing Facility which is not subject to the TRICARE DRG, we will pay 20% of the amount billed until the TRICARE Cap is met.

**OUTPATIENT BENEFIT:** When a Covered Person incurs Covered Expenses while the Covered Person is not Confined in a Hospital or Skilled Nursing Facility, we will pay the benefits described below provided that the expenses are:

- (a) due to Sickness or Injury;
- (b) incurred while the Covered Person is covered under this benefit;
- (c) approved by TRICARE;
- (d) incurred after the Covered Person has satisfied the Covered Person's Plan Deductible and the Outpatient Deductible charged by TRICARE.

We will pay the expenses which are used to satisfy the Outpatient Deductible charged by TRICARE, provided that the Outpatient Deductible is satisfied after the effective date of coverage (reimbursement for the Outpatient Deductible will be prorated for a Covered Person who is covered less than a full year).

In addition, we will pay:

- (1) <u>Under TRICARE Standard</u>:
  - (a) 25% of the TRICARE Allowed Amount for the Covered Expenses until the TRICARE Cap is met; and
  - (b) 100% of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the Legal Limit.
- (2) Under TRICARE Extra:

20% of the TRICARE Extra Contracted Fee for the Covered Expenses until the TRICARE Cap is met.

All Outpatient Covered Expenses will be deemed incurred on the date the Covered Person received the treatment,

service or supply that gave rise to the expense.

#### TRICARE PRIME BENEFITS SUPPLEMENT PLAN

#### **INPATIENT BENEFIT: If:**

- (a) a Covered Person remains enrolled in TRICARE PRIME while covered under a TRICARE Retiree Supplement which provides Inpatient benefits; or
- (b) the Covered Person is transitioning to TRICARE Standard/Extra Supplement coverage;

we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for a Period of Confinement in a Hospital or Skilled Nursing Facility. The Period of Confinement must begin while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for the service.

#### **OUTPATIENT BENEFIT: If:**

- (a) a Covered Person remains enrolled in TRICARE PRIME while covered under a TRICARE Retiree Supplement which provides Outpatient benefits; or
- (b) the Covered Person is transitioning to TRICARE Standard/Extra Supplement coverage;

we will pay the Covered Person's TRICARE PRIME Cost-Share Amount for Covered Expenses incurred while not Confined in a Hospital or Skilled Nursing Facility. The expenses must be incurred while the Covered Person is covered by this benefit.

A Covered Person's "Cost-Share Amount" is the amount that the Covered Person is required to pay for services received from a TRICARE provider, whether expressed as a copayment or cost-share amount or percentage of the contracted fee for service.

#### **POINT-OF-SERVICE BENEFIT:**

If the Covered Person exercises the Point-of-Service Option of TRICARE PRIME, we will pay:

- (a) the expenses which are used to satisfy 25% of the annual TRICARE Point-of-Service Deductible; and
- (b) the Cost-Share Amount for Inpatient services and Outpatient services, after the Point-of-Service Deductible for such expenses has been satisfied; and
- (c) 100% of all Covered Expenses in Excess of the TRICARE Allowed Amount, not to exceed the Legal Limit.

This benefit does not cover any expenses applied to the TRICARE PRIME annual enrollment fee.

Benefits paid under this TRICARE PRIME benefit will be in lieu of any benefits payable under the TRICARE Retiree Supplement Inpatient or Outpatient Benefit.

# EXTENSION OF BENEFITS IF TOTALLY DISABLED WHEN COVERAGE TERMINATES

If a Covered Person is Totally Disabled on the date the Covered Person's coverage under the Policy terminates, we will extend Inpatient benefits for expense incurred as the result of that disability until the first to occur of:

- (a) the date the Covered Person is no longer Totally Disabled; or
- (b) the 90th day from the date the Covered Person's Inpatient benefit ended.

After the 90th day, no further benefits will be paid.

If a Covered Person is Totally Disabled on the date the Covered Person's Outpatient Benefit ends, then the Covered Person's benefits under the Policy will continue up to 90 days from the date of termination.

If a Covered Person is not Totally Disabled on the date the Covered Person's Outpatient Benefit terminates, no benefits will be provided for Outpatient expenses the Covered Person incurs after the date of termination.

The continuation will only apply to expense incurred for Injury or Sickness that caused the Total Disability.

#### **LIMITATIONS**

#### Nervous, Mental, Emotional Disorder, Alcoholism, and Drug Addiction Limits

The coverage provided under the Inpatient Benefits of the TRICARE Supplements for nervous, mental, emotional disorders, including alcoholism and drug addiction, is limited to:

- (a) 30 Inpatient treatment days for a Covered Person age 19 or older; or
- (b) 45 Inpatient treatment days for a Covered Person under age 19; per Fiscal Year.

This Inpatient limit is based on the number of days TRICARE normally provides each Fiscal Year for such confinements.

In rare instances, TRICARE extends these daily limits. If this occurs, we will limit the number of days that we provide for such Confinement to the lesser of:

- (a) the number of days TRICARE pays for such Inpatient treatment during the Fiscal Year; or
- (b) 90 Inpatient days per Fiscal Year.

The coverage provided under the Outpatient Benefits of the TRICARE Supplement Plan for:

- (a) nervous, mental, and emotional disorders; and
- (b) alcoholism and drug addiction;

is limited to \$500 during any Fiscal Year for all such disorders.

#### TRICARE Cap

TRICARE will increase its rate of payment to 100% of the TRICARE Allowed Amount when a Covered Person has met the TRICARE Cap. After the TRICARE Cap has been met, we will not duplicate benefits by paying any part of the cost-share which is payable under TRICARE.

#### Other Insurance With Us

If a Covered Person is insured under more than one policy underwritten by us which provides TRICARE Supplement benefits, we will limit our payment of benefits to the one policy that affords the greater level of benefits.

### Non-Duplication of Coverage under Employer Health Program

If a claim payable under the Policy is also payable under an Employer Health Program with TRICARE as the secondary payor, we will limit our payment to an amount which, when added to the amounts paid by the Employer Health Program and TRICARE, will not exceed 100% of TRICARE Covered Expenses.

#### **EXCLUSIONS**

#### The Policy does not cover:

- 1. injury or sickness resulting from war or act of war, whether war is declared or undeclared;
- 2. intentionally self-inflicted injury;
- 3. suicide or attempted suicide, whether sane or insane (in Colorado and Missouri while sane);
- 4. routine physical exams, unless required for school enrollment (but not sports physicals) by a Covered Child aged 5 through 11 and immunizations, except that these services are covered when rendered to a Covered Child who is less than 6 years of age;
- 5. domiciliary or custodial care;
- 6. eye refractions and routine eye exams except when rendered to a child up to 6 years from the child's birth;
- 7. eyeglasses and contact lenses;
- 8. prosthetic devices, except those covered by TRICARE;
- 9. cosmetic procedures, except those resulting from Sickness or Injury;
- 10. hearing aids;
- 11. orthopedic footwear;
- 12. care for the mentally incapacitated or physically handicapped if the care is required because of the mental incapacitation or physical handicap;
- 13. drugs which do not require a prescription, except insulin;
- 14. dental care unless such care is covered by TRICARE, and then only to the extent that TRICARE covers such care;
- 15. any confinement, service, or supply that is not covered under TRICARE;
- 16. Hospital nursery charges for well newborn, except as specifically provided under TRICARE;
- 17. any routine newborn care except Well Baby Care, as defined, for a child up to 6 years from the child's birth;
- 18. TRICARE eligible cost-share and deductible amounts in excess of the TRICARE Cap;
- 19. expenses which are paid in full by TRICARE;
- 20. expenses in excess of the TRICARE Allowed Amount, except as specifically provided;
- 21. any expenses or portion thereof applied to the TRICARE Outpatient Deductible except as specifically provided;
- 22. treatment for the prevention or cure of alcoholism or drug addiction except as specifically provided under TRICARE and the Policy;
- 23. any part of a covered expense which the Covered Person is not legally obligated to pay because of payment by a TRICARE alternative program;
- 24. any claim under more than one of the TRICARE Supplement Plans, or under more than one Inpatient benefit or more than one Outpatient Benefit of the TRICARE Supplement Plans. If a claim is payable under more than one of the stated Plans or Benefits, payment will only be made under the one that provides the highest coverage.

#### PREMIUM PROVISION

**Individual Premium Due Dates:** The first premium for each Covered Person is due on the date the Covered Person becomes covered under the Policy. If premium payments are being made through payroll deduction, the first payment is due no later than the last day of the month in which the Covered Person becomes covered under the Policy. Each premium after the initial premium is due at the end of the period for which the Covered Person's preceding premium was paid.

**Individual Grace Period:** A grace period of 31 days from the Individual Premium Due Date is allowed for payment of each premium due after the initial premium. The Covered Person's insurance will be continued during the Grace Period. If the Covered Person incurs a covered loss during the Grace Period, you will be liable to us for payment of any premium accruing during the period we continue coverage in force under this provision. The Grace Period will not continue beyond a date stated in a Termination provision.

**Change of Policy Premiums:** We have the right on each Premium Due Date to change the rate at which further premiums will be calculated. This includes the right to change premium rates for a benefit that applies to all individuals of the same class, age, plan and effective date. Rates may be changed based on claims experience of the Policy. We will give the Policyholder or Organization notice of any change at least 45 days before the Premium Due Date on which it is to become effective.

#### **CLAIMS PROVISIONS**

**Notice of Claim:** The person who has the right to claim benefits must give us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include your name, the Covered Person's, the Policy Number and this Certificate number. Send it to us or give it to the Plan Administrator.

**Claim Forms:** When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if written proof of the occurrence, character and extent of the loss is sent to us. Claim forms may be obtained from us or the Plan Administrator.

**Proof of Loss:** Proof of loss must be sent to us in writing within 90 days after the end of each month of our liability for periodic payment claims or the date of the loss for all other claims. If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any daily, weekly or monthly benefit due:

- (a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- (b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately after we receive the proof of loss.

**Payment of Claim:** We will pay any benefit due and not assigned, to the Covered Person, if living. Otherwise, we will pay any benefit due for loss which occurred:

- (a) prior to the Covered Person's death to the Covered Person's estate; and
- (b) after the Covered Person's death to:
  - (1) the Covered Persons' spouse if the spouse is covered under the Policy; or, if not
  - (2) the person whose loss is the basis of the claim.

If a benefit due is payable to a minor, it will be paid to the minor's guardian.

If a benefit due is payable to the Covered Person's dependent and that dependent dies, it will be paid to the dependent's estate.

If a benefit due is payable to a Covered Person's estate, to a minor, or to a person not competent to give valid release for payment, we may pay up to \$1,000 of the benefit due to some other person. The other person will be someone related to the Covered Person by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

If the Covered Person provides us with a written release to do so, we may, at our option, pay benefits directly to the institution or person rendering hospital services; or nursing, medical or surgical services, unless the Covered Person or the person to whom the benefit is payable requests otherwise in writing no later than the time proof of loss is filed with us.

"Written release" means any written direction from the Covered Person to pay benefits to the institution or person rendering the service.

We will not require that the service be rendered by a particular institution or person.

**Assignment:** The Covered Person may assign the benefits of the Policy to the institution or person rendering service as allowed in the Payment of Claims provision. The Covered Person may not assign the Policy in any other way or to any other person.

**Physical Examinations:** While a claim is pending we have the right at our expense to have the person who has a loss examined by a physician when and as often as we feel is necessary.

<b>Legal Actions:</b> Legal action cannot be taken against us before 60 days following the date proof of loss is sent to us or after 3 years following the date proof of loss is due.	