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SELECT BENEFITS  
FIXED-PAYMENT INDEMNITY POLICY

Employer Name: OLB Group/Shopfast  
Policy Number: 10892000  
Effective Date of Coverage: May 1, 2018

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CERTIFICATE OF COVERAGE

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## INTRODUCTION

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This is your Certificate of Coverage. It describes the benefits provided through your **Employer** under the **Policy** issued by Symetra Life Insurance Company (referred to as “we, us or our”).

This certificate summarizes the major provisions of the **Policy**, which are important to you. The complete terms of the coverage provided are set forth in the **Policy**.

The terms “you, your or yourself” referred to in this Certificate of Coverage mean the **Certificateholder** and/or **Certificateholder’s Dependents**.

Masculine pronouns used in this Certificate will apply to both genders.

**YOU DO NOT HAVE COVERAGE FOR THE BENEFITS DESCRIBED IN THIS CERTIFICATE UNLESS THEY ARE LISTED IN THE SCHEDULE OF BENEFITS, OR AS AMENDED.**

Keep this Certificate in a safe place. Instructions for submitting a claim for benefits appear at the end of this Certificate.

This Certificate of Coverage replaces all others previously issued.

**Notice: The Policy is a fixed-payment insurance policy. It provides fixed-payment medical benefits. Your coverage under the Policy is not comprehensive medical coverage and is not intended to cover the cost of all hospital or other medical services. The Policy does not satisfy the minimum essential coverage requirements of the Affordable Care Act.**

To make inquiries or to obtain information about coverage or for assistance in resolving complaints please call (800) 497-3699

**CERTIFICATE TABLE OF CONTENTS**

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SCHEDULE OF BENEFITS \_\_\_\_\_ 4

DEFINITIONS \_\_\_\_\_ 5

ELIGIBILITY FOR COVERAGE \_\_\_\_\_ 10

BENEFITS \_\_\_\_\_ 15

EXCLUSIONS AND LIMITATIONS \_\_\_\_\_ 16

GENERAL PROVISIONS \_\_\_\_\_ 18

## SCHEDULE OF BENEFITS

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### Eligible Class(es) for Coverage

Eligible class(es) of **Employees** is defined as follows:

<b>Class</b>	<b>Description</b>
1	All Active Sales Employees.

### Service Waiting Period

If you are in an eligible class on your **Employer's Effective Date of Coverage**, there is no **Service Waiting Period**. Otherwise, the **Service Waiting Period** is the first of the month following the date of employment.

### Annual Enrollment Period

May 1st or as determined by your **Employer** on a yearly basis.

### Employee and Dependent Benefits

*The benefit amounts shown below apply to each person insured under the **Policy***

#### ➤ Inpatient Hospital Benefit

**Hospital:** \$250 per day, up to a maximum of 90 days per **Calendar Year** and 500 days per lifetime

**Intensive Care Unit:** \$250 per day, up to a maximum of 90 days per **Calendar Year** and 500 days per lifetime

From time to time we may offer or provide to you noninsurance benefits and services. In addition, we may arrange for third party service providers to give access to you to discounted goods and services. While we have arranged for this access, the third party service providers are liable to you for the provision of such goods and/or services. We are not responsible for the provision of such goods and/or services nor are we liable for the failure of the provision of the same. Further, we are not liable to you for the negligent provision of such goods and/or services by third party service providers.

## DEFINITIONS

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**Accident:** a sudden, unforeseen, unexpected and involuntary event definite as to time and place and which is independent of disease or bodily infirmity.

**Actively at Work:** you are at work with your **Employer** on a day that is one of your **Employer's** scheduled workdays. On that day, you must be performing, for wage or profit, all of the normal duties of your job:

- a. In the usual way.
- b. For your usual number of hours.
- c. At your **Employer's** normal place of business, or alternate location, if approved by the **Employer**.

You are also considered to be Actively at Work on any regularly scheduled vacation day or holiday, only if you were Actively at Work on the preceding scheduled work day.

**Amendment:** a document that modifies the **Policy** or Certificate, and becomes part of the **Policy** or Certificate, also known as a **Rider**.

**Ancillary Services:** inpatient or outpatient services rendered by a **Doctor** or **Hospital**, which supplement the diagnosis and treatment of **Illness** and **Injury**. These services include but are not limited to:

- a. Educational
- b. Nutritional
- c. Rehabilitative
- d. Social
- e. Laboratory
- f. Radiology

**Anesthesia:** a drug-induced loss of sensitivity to pain in all or a part of the body during surgery.

**Anesthesiologist:** a licensed **Doctor** who specializes in the administration of **Anesthesia**.

**Anesthetist:** a licensed Registered Nurse who specializes in the administration of **Anesthesia**.

**Assignment:** the legal transfer of one person's interest in the **Policy** to another person.

**Beneficiary:** the person or entity to whom benefits for loss of life are payable.

**Benefit Year:** The time, designated by your **Employer**, during which the benefit elections you make during an Annual Enrollment Period are in effect.

**Birthing Center:** a facility, other than a **Hospital**, that creates a home-like atmosphere for the birth of infants.

**Calendar Year:** the period from January 1 through December 31 of the same year.

**Certificateholder:** the **Employee** who is eligible for coverage under the **Policy**, who is enrolled and for whom **Premium** is paid.

**Codependency:** when a person has difficulty experiencing appropriate levels of self-esteem, setting functional boundaries, owning and expressing his own reality, taking care of his adult needs and wants, and experiencing and expressing his reality moderately.

**Compulsive Gambling:** gambling behavior that interferes with social or occupational functioning.

## DEFINITIONS (CONTINUED)

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**Confined/Confinement:** an inpatient in a **Hospital** or other **Health Care Facility**.

**Custodial Care:** services (including room and board) or supplies that:

- a. Are provided to an **Insured** primarily to help the **Insured** perform daily living activities, such as walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating or preparing foods;
- b. Can safely be provided by persons without special occupational skills and experience; and
- c. Are not essential for the diagnosis or treatment of the condition;

regardless of where these services or supplies are provided or who recommends them.

**Dependent:** the following persons:

- a. Your spouse, as defined by state law.
- b. Your child who is under 26 years of age (Limiting Age).
- c. Your child, who is incapable of self-support due to a disabling physical or mental impairment, provided the disabling condition occurs prior to age 26.

A child can include: stepchildren; legally-adopted children; foster children, including any children legally placed with you for adoption; any children you support under court order; any other children, related to you by blood or marriage, who live with you in a regular parent-child relationship; or any children you claimed as a dependent on your last-filed federal income tax return.

**Doctor:** a person who meets all of the following conditions:

- a. Is licensed and recognized as a doctor by the state in which he practices.
- b. Is practicing within the scope of his license.
- c. Is performing a service for which benefits are provided under the **Policy**.

Is not a person who:

- a. Ordinarily resides in your household.
- b. Is a member of your immediate family.
- c. Is employed by or affiliated with your **Employer**.

**Durable Medical Equipment:** equipment that is made to:

- a. Withstand prolonged use;
- b. Be used mainly in the treatment of an **Illness** or **Injury**;
- c. Be used while not **Confined** as an inpatient; and
- d. Be used mainly by persons who have an **Illness** or **Injury**.

**Effective Date:** the date on which coverage under the **Policy** begins.

**Effective Date of Coverage:** the date coverage under the **Policy** goes into effect for an **Employer** and for any eligible **Employees** and **Dependents**.

**Eligible Services or Supplies:** those services or supplies received by an **Insured** for treatment of a covered **Illness** or **Injury** that are not excluded under the **Policy**. If a Preventive Care Benefit is shown in the **Schedule of Benefits**, **Eligible Services or Supplies** also include preventive care services or supplies received by an **Insured** to help prevent **Illness** and diagnose a problem early that are not excluded under the **Policy**.

**Emergency Room:** a staffed and equipped **Hospital** room or **Hospital** area for the reception and treatment of persons with conditions, such as **Illness** or **Injury**, requiring immediate medical care.

## DEFINITIONS (CONTINUED)

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**Employee:** a person who is employed by, and paid by, the **Employer**.

**Employer:** the entity, named on the **Schedule of Benefits**, who has obtained coverage under the **Policy**.

**Experimental/Investigative:** a treatment, procedure, facility, equipment, drug, device, or supply which meets one or more of the following criteria as determined by us:

- a. The treatment cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, an approval for marketing has not been given at the time it is provided.
- b. The treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval.
- c. If Reliable Evidence shows that the treatment is the subject of ongoing clinical trials, or is under study to determine its maximum tolerated dose, toxicity, safety, efficacy or its efficacy as compared with a standard means of treatment or diagnosis.
- d. If Reliable Evidence shows that the prevailing opinion among experts regarding the treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, toxicity, safety, efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

"Reliable Evidence" shall mean only published reports and articles in the authoritative medical and scientific literature, the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment, or procedure, or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

### **Health Care Facility:**

- a. A **Hospital**.
- b. A **Hospital Intensive Care Unit**.
- c. A licensed **Nursing Facility**.
- d. A licensed substance abuse facility which is primarily for the treatment of a Substance Abuse Disorder.
- e. A licensed mental health facility which is primarily for the treatment of a **Mental Disorder**.

**Hospital:** a licensed healthcare facility that:

- a. Provides acute care;
- b. Provides 24-hour nursing services;
- c. Provides inpatient therapeutic and diagnostic services for **Illness or Injury**;
- d. Provides facilities for major surgery or has a formal arrangement with another healthcare facility for surgical facilities; and
- e. Is approved by The Joint Commission on the Accreditation of Healthcare Organizations as a hospital.

**Hospital** does not include:

- a. A rest home or nursing home, home for the aged, or convalescent home.
- b. A **Nursing Facility**.
- c. A **Hospice** or a place for **Custodial Care** or a **Birthing Center**.
- d. A place primarily for the treatment of Substance Abuse Disorders.
- e. A place primarily for the treatment of **Mental Disorders**.

**Hospice:** is a healthcare facility, other than a **Hospital**, providing medical care and support services for terminally ill persons.

## DEFINITIONS (CONTINUED)

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### Illness:

- a. Physical sickness or disease.
- b. **Mental Disorder**, as defined under the **Policy**.
- c. Complications of pregnancy.
- d. Congenital abnormalities.

**Injury:** bodily harm that is caused by an **Accident** and results directly from the **Accident** and independently of all other cause.

**Insured:** a person who is eligible for coverage under the **Policy** as an **Employee** or as a **Dependent**, is enrolled, and for whom **Premium** is paid.

**Intensive Care Unit (ICU):** a designated area within a **Hospital** that meets all of the following conditions:

- a. Provides continuous specialized or intensive care or services, not regularly provided in a general medical unit, to an **Insured** who is seriously ill or injured.
- b. Has immediate access to emergency lifesaving equipment and supplies.
- c. Is staffed with nurses and other health care professionals who have the advanced skills and training to care for the seriously ill or injured.

**Intensive Care Unit** includes coronary care units, neonatal intensive care units, burn intensive care units and other such special care units that meet the above conditions. **Intensive Care Unit** does not include areas primarily used for post-operative or post-anesthesia care.

**Lifetime Maximum:** the limitation applied to benefits payable during your lifetime while covered under the **Policy**.

**Medicare:** the benefits provided under Part A and Part B of Title XVIII of the Federal Social Security Act.

**Mental Disorder:** those neuropsychiatric, mental, or personality disorders which are listed in the International Classification of Diseases as psychoses, neuroses, personality disorders, and other non-psychotic mental disorders.

**Nursing Facility:** a non-**Hospital**, non-acute care facility for patients who need 24-hour nursing supervision in order to ensure that their medical, psychological, or social needs are met. The facilities offer a full range of care including rehabilitation, and specialized nutritional, social service and activity programs.

**Nursing Facility** does not include:

- a. A rest home or nursing home, home for the aged, or convalescent home, to the extent such facility does not satisfy the above definition.
- b. A **Hospice** or a place for **Custodial Care** or a **Birthing Center**.
- c. A place primarily for the treatment of Substance Abuse Disorders.
- d. A place primarily for the treatment of **Mental Disorders**.

**Observation Services:** the use of a **Hospital** bed and periodic monitoring by the **Hospital's** nursing or other staff to observe a person's condition to decide if the person needs to be admitted to or discharged from the **Hospital**.

The following are not considered **Observation Services**:

- a. Routine preparation and recovery for diagnostic or surgical procedures.
- b. Blood administration.
- c. Care routinely provided in an **Emergency Room**.



## DEFINITIONS (CONTINUED)

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- d. Routine recovery and post-operative care after outpatient surgery.
- e. The use of a bed for the convenience of the **Doctor**, **Insured**, and/or **Insured's** family.

**Observation Services** do not apply to a **Doctor's** office, an outpatient **Hospital** facility or clinic, **Urgent Care** facility, or a mental health or substance abuse facility.

**Policy:** the contract between us and the **Policyholder**. The **Policy** is comprised of the Policy Specifications, the **Employer** section and this Certificate. This certificate describes all of your covered benefits under the **Policy**.

**Policyholder:** the entity identified on the master application for the **Policy** as such and to whom the **Policy** is issued.

**Premium:** the dollar amount paid by your **Employer** and/or you to keep the **Policy** in force.

**Proof of Loss:** a statement that must be furnished by you to us before any benefits may be paid under the **Policy**.

**Provider:** any **Doctor**, health professional, **Hospital**, **Nursing Facility**, home health agency or other person or recognized entity licensed to provide hospital or medical services to **Insureds** covered under the **Policy**.

**Rider:** a document that modifies the **Policy** or Certificate, and becomes part of the **Policy** or Certificate, also known as an **Amendment**.

**Service Waiting Period:** the length of time you must wait from your date of employment or if later, the date you become a member of an eligible class before you coverage can begin.

**Substance Abuse Disorder:** the psychological or physical dependence on, or addiction to, alcohol, drugs, and other controlled substances.

**Schedule of Benefits:** are the pages of the Certificate, which list the benefits available to you as selected by your **Employer**.

**Temporomandibular Joint Syndrome (TMJ):** the symptoms associated with, or exhibited as a malfunction of, the temporomandibular joint. These are frequently caused by, but not exclusive to:

- a. Improper or incorrect space between the maxilla and mandible.
- b. Improper dental occlusion.
- c. Muscular spasm in the **TMJ** area.

**Urgent Care:** medical treatment for non-life threatening injuries that require immediate medical attention, medical treatment for acute minor **Illness** and general family medical care on a walk-in basis.

**Workers' Compensation:** insurance against liability imposed on certain employers to pay insurance benefits and furnish care to employees injured, and to pay benefits to dependents of employees killed in the course of or arising out of their employment.

## ELIGIBILITY FOR COVERAGE

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### Eligible Employees

You are eligible for coverage under the **Policy** if all of the following conditions are met:

- a. You are performing all the normal duties of your job at the normal place of business of the **Employer**.
- b. You are a member of an eligible class as described in the **Schedule of Benefits**.

### The Date You Are Eligible for Coverage

You first become eligible for coverage on the later of:

- a. The **Employer's Effective Date of Coverage**.
- b. The first of the month following the date on which you complete the **Service Waiting Period**.
- c. The first of the month following the date you become a member of an eligible class.

### Enrollment

In order to become covered for the benefits under the **Policy**, you must first enroll in writing on a form approved by us giving the information we require. You may only enroll at the following times:

- a. Within 31 days of your eligibility date.
- b. During an Annual Enrollment Period designated by the **Employer**.
- c. Within 31 days of the date you have a qualifying life event change.

### Life Event Changes:

Life event changes that qualify you to enroll earlier than the next Annual Enrollment Period are:

- a. A change in your legal marital status, including marriage, divorce, legal separation, annulment, or death of a spouse.
- b. A change in the number of your **Dependents**, including birth, death, adoption, placement for adoption, award of legal guardianship.
- c. A change in the eligibility of a **Dependent** due to reaching the limiting age or any similar circumstance.
- d. A change in employment status which causes your spouse to become ineligible for group coverage.
- e. A change in your classification from part-time to full-time or from full-time to part-time.

### Effective Date of Your Coverage

Your coverage becomes effective on the first of the month following the latest of the following dates:

- a. The date you become eligible (if you enroll before that date).
- b. The date you enroll for coverage (if you do so within 31 days from the date you first become eligible or have a qualifying life event change).
- c. The date the next **Benefit Year** begins (if you enroll during an Annual Enrollment Period)
- d. The date the required contribution or **Premium** is received.

If you have any questions about your eligibility or enrollment, contact your **Employer**.

### Eligible Dependents

This section applies if the **Schedule of Benefits** shows you are entitled to elect **Dependent** benefits.

A family member is eligible for coverage under the **Policy** if all of the following conditions are met:

- a. You are eligible for coverage under the **Policy**.
- b. The family member qualifies as a **Dependent** as defined under the **Policy**.
- c. The **Dependent** is not covered as an **Employee** under the **Policy**.

## **ELIGIBILITY FOR COVERAGE (CONTINUED)**

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If both you and your spouse are covered under the **Policy** as **Employees**, either, but not both, may elect to cover children who are eligible **Dependents**.

### **The Date a Dependent is Eligible for Coverage**

A **Dependent** other than a newborn or newly adopted child first becomes eligible to be an **Insured** on the later of:

- a. The date you become eligible.
- b. The first of the month following the date you acquire a **Dependent** such as through marriage.

Provided that you are enrolled at the time, a newborn child will be considered insured from the moment of birth for 31 days.

Provided you are enrolled at the time, adoptive children will be considered insured from the date of adoption or placement, except newborn adopted children will be considered insured from the moment of birth if you have entered into a written agreement to adopt the child prior to birth, whether or not the agreement is enforceable.

In order for coverage of a newly born or adoptive child to continue beyond the first 31-day period, the child's information must be provided within 31 days of birth or placement for adoption.

If the child's information is not provided within 31 days of the birth or placement of the child, we may charge an additional premium from the date of birth or placement.

**If the child's information is provided within 60 days of the birth or placement of the child, we will not deny coverage for the child due to failure to provide the child's information.**

### **Enrollment**

In order for a **Dependent** to become an **Insured**, you must first enroll the **Dependent** in writing on a form approved by us giving the information we require. You may enroll a **Dependent** at the same time as you enroll yourself for coverage. If you have already enrolled yourself, you may add a **Dependent** at the following times:

- a. Within 31 days of the **Dependent's** eligibility date.
- b. During an Annual Enrollment Period designated by the **Employer**.
- c. Within 31 days of the date you have a qualified life event change.

It is important that you promptly notify us of additional **Dependents** to assure accurate claim handling.

If you have not enrolled yourself, you may not enroll a **Dependent**.

### **Effective Date of Dependent Coverage**

**Dependent** coverage except as noted under **The Date a Dependent is Eligible for Coverage** regarding newborn and newly adopted children, becomes effective on the first of the month following the latest of the following dates:

- a. The date the **Dependent** becomes eligible (if you enroll the **Dependent** before that date).
- b. The date you enroll the **Dependent** for coverage (if you do so within 31 days from the **Dependent's** eligibility date or the date of a life event change).
- c. The date the next **Benefit Year** begins (if you enroll the **Dependent** during an Annual Enrollment Period).
- d. The date **Premium** is received.

If you did not elect **Dependent** coverage before the birth or adoption of a child, coverage will continue for that child past the initial 31 days noted under **The Date a Dependent is Eligible for Coverage**, if:

## **ELIGIBILITY FOR COVERAGE (CONTINUED)**

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- a. You notify us, in writing, within 60 days of the birth or adoption of such child; and
- b. Within 60 days of the date of birth or adoption, you authorize your **Employer** to deduct your required contribution toward the cost of your **Dependent** coverage from your pay.

If a **Dependent**, other than a newborn child, is **Confined** to a **Hospital** or other healthcare facility on the date he would otherwise become an **Insured**, he will become an **Insured** on the first day following his release from the **Hospital** or **Health Care Facility**.

If you have any questions about a **Dependent's** eligibility or enrollment, contact your **Employer**.

### **Change in Amounts of Benefits**

The following paragraph applies if the **Schedule of Benefits** shows different levels of coverage for Hourly **Employees** or benefit amounts based on class.

Any change in the amount of benefits due to a change in your class or status, is effective on the first of the month following the date your class or status changes, provided all of the following are met:

- a. You are performing all the normal duties of your job at your **Employer's** normal place of business.
- b. You make any required contribution or **Premium** payment for the change to take effect.

Changes in the amount of benefits due to an **Amendment** or **Rider** to your **Employer's** coverage under the **Policy**, take effect for an **Insured** on the effective date of the **Amendment** or **Rider**.

Benefits, payable under the **Policy**, are based on the coverage amounts in effect at the time an **Eligible Service or Supply** is provided.

### **Change in Amounts of Coverage**

Once you have enrolled, you cannot make any changes in your elected coverage until your **Employer's** next Annual Enrollment Period.

Any increase in the amount of coverage is effective on the first day of the next **Benefit Year**, provided all of the following are met:

- a. You are performing all the normal duties of your job at your **Employer's** normal place of business; and
- b. You make any required contribution or **Premium** payment for the change to take effect.
- c. We approve any required evidence of insurability.

Any decrease in the amount of coverage is effective on the first day of the next **Benefit Year**.

### **Termination of Your Coverage**

Your coverage will cease on the earliest of:

- a. The date the **Policy** is canceled.
- b. The date your **Employer's** coverage ceases under the **Policy**.
- c. The last day of the month in which the first of the following events occurs:
  - i. Your membership in an eligible class ceases.
  - ii. Your employment with your **Employer** ceases.
  - iii. You are no longer **Actively at Work**.
  - iv. You or your **Employer** cease to make contributions or **Premium** payments for your coverage.
  - v. You are pensioned or retired, as defined by your **Employer**.

## **ELIGIBILITY FOR COVERAGE (CONTINUED)**

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### **Termination of Dependent Coverage**

**Dependent** coverage, if applicable, will cease on the earliest of:

- a. The date the **Policy** is canceled.
- b. The date your coverage ceases.
- c. The date all **Dependent** coverage ceases under the **Policy**.
- d. The last day of the month in which the first of the following occurs:
  - i. You are no longer in a class eligible for **Dependent** coverage.
  - ii. The family member ceases to be an eligible **Dependent**.

As previously noted, coverage will be continued for a **Dependent** child beyond the limiting age for as long as the child is: incapable of self-support because of a disabling mental or physical impairment and dependent on the **Certificateholder** for support.

Proof of the disabling impairment must be given to us no later than 31 days after the date your child attains the limiting age. Subsequently, we have the right to require proof of your child's continuing impairment, but not more often than once per year after two years from the date the limiting age is attained.

See "Continuation of Coverage" and "Extension of Inpatient Hospital Benefits" provisions for any exceptions to the Termination provisions.

### **Continuation of Coverage**

Coverage may continue, as described below, beyond the day it would otherwise cease under the Termination provisions. Any continued coverage:

- a. Is subject to payment of the required contribution or **Premium**.
- b. Terminates if:
  - i. The **Policy** terminates.
  - ii. Your **Employer** ceases to be an **Employer** under the **Policy**.
  - iii. You begin work for pay or profit with another employer.

If you are absent from work due to any of the following reasons ("Absences"), coverage may be continued up to the maximum time shown for each type of Absence.

#### **Illness or Injury**

If you are absent from work due to **Illness** or **Injury**, all of your coverage may be continued for a period of 6 consecutive months from the date you were last **Actively at Work**.

#### **Leave of Absence**

If you are on a documented leave of absence, all of your coverage may be continued for up to 2 months following the date you were last **Actively at Work**. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

#### **Temporary Layoff**

If you are temporarily laid off by the **Employer** due to lack of work, all of your coverage may be continued for up to 2 months following the date you were last **Actively at Work**. If the layoff becomes permanent, this continuation will cease immediately.

If your coverage is continued for any Absence described above, **Dependent** coverage may continue until your coverage ends.

## **ELIGIBILITY FOR COVERAGE (CONTINUED)**

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Your coverage will not be continued for any Absence occurring within thirty (30) days after any Absence for which coverage was continued.

In all other respects, the terms of you and your **Dependent** coverage remain unchanged.

Upon written request from your **Employer**, we may agree to continue your coverage for reasons other than those listed above, provided your **Employer** provides a plan of continuation which applies to all **Employees** the same way.

### **Reinstatement**

If you ceased to be eligible for coverage, coverage that terminated may be reinstated if you become eligible again within 90 days from the date you were last eligible. Your reinstated coverage will take effect on the first day of the month following the date in which you become eligible again. If you do not qualify for reinstatement within 90 days from the date you were last eligible, you will be treated as a new **Employee**.

### **Reemployment**

If you are rehired, you will be treated as a new **Employee**, unless your coverage may be reinstated as described in this Certificate.

### **Survivor Benefit**

Upon your death, coverage may be continued for insured **Dependents**, with no **Premium** due, for all benefits covered under the **Policy**. All **Dependent** coverage will cease on the earliest date below:

- a. The date the **Insured** no longer qualifies as a **Dependent** as defined in the **Policy**.
- b. The date your spouse remarries.
- c. The date the **Dependent** becomes eligible for any other plan that includes inpatient hospital benefits.
- d. The date your spouse qualifies for **Medicare**.
- e. The termination date of the **Policy**.
- f. Two years from the date of your death.

## BENEFITS

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### Inpatient Hospital Benefit

This benefit applies only if it is shown in the **Schedule of Benefits**.

The Inpatient Hospital Benefit will be paid when costs are incurred for **Eligible Services or Supplies** received while you are covered for this benefit. We will pay the specified **Health Care Facility** benefit as shown in the **Schedule of Benefits**.

Inpatient Hospital Benefits will be paid only if all of the following are met:

- a. The **Insured** is **Confined** in a **Health Care Facility** for a minimum of 24 hours or a **Hospital** for **Observation Services** for a minimum of 24 hours.
- b. The **Health Care Facility** is operating within the scope of its license.
- c. A charge is made for room and board or **Observation Services**.
- d. The entire duration of **Confinement** is recommended and approved by a **Doctor**.
- e. The **Confinement** is the result of a non-occupational **Illness or Injury**.
- f. The services and supplies are not excluded under the Exclusions and Limitations provision of the Certificate.

### Extension of Inpatient Hospital Benefits

Inpatient Hospital Benefits will continue to be paid under the **Policy** when your coverage terminates, if, on the date coverage would otherwise terminate you:

- a. Are **Totally Disabled**; and
- b. Are **Confined** to a **Hospital** for the disabling **Illness or Injury**.

Benefits paid under this extension will continue to be paid until the earliest of these dates:

- a. The date which is 90 days from the date coverage would have otherwise terminated.
- b. The date on which the disabled **Insured's Inpatient Hospital Benefit** has reached the maximum amount as shown in the **Schedule of Benefits**.
- c. The date **Total Disability** ceases.
- d. The date you become covered under another group policy.

This extension of benefits applies only to the disabled **Insured** and no **Premium** is due during this extension.

### Exclusions and Limitations

Inpatient Hospital Benefits will not be paid when services or supplies are received for:

- a. Care received in an **Emergency Room**.
- b. Care received in an outpatient **Hospital** facility or clinic or **Urgent Care** facility.
- c. Care received in a **Hospital** for **Observation Services** lasting less than 24 hours.
- d. Care received in any other portion of a **Hospital** which provides services that do not require **Confinement**.
- e. Inpatient or Outpatient surgical procedures.

## EXCLUSIONS AND LIMITATIONS

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In addition to the Exclusions and Limitations listed in the Benefit sections, this section applies to all benefits under the **Policy**.

No benefit will be paid when the **Insured** does not incur a cost for services or supplies. In addition, benefits will not be paid when costs are incurred for services or supplies:

- a. For which there is no legal obligation to pay.
- b. Received before the **Insured** is covered for the benefit.
- c. Received after Termination of Coverage, except as provided under the **Policy**.
- d. Which are not furnished or prescribed by a **Doctor**.
- e. Received for **Experimental or Investigative** treatment, procedures for research purposes, or practices when not generally recognized as accepted medical practices.
- f. That are not approved or accepted as essential to the treatment of an **Illness** or **Injury** by any of the following:
  - i. The American Medical Association
  - ii. The U.S. Surgeon General
  - iii. Department of Public Health
  - iv. The National Institute of Health
- g. Related to cosmetic surgery or dental care done to beautify an **Insured** without medical or dental indication of **Injury** or **Illness**.
- h. Related to elective medical, dental, or surgical procedures done without medical or dental indication of **Illness** or **Injury**.
- i. For reversal procedures in connection with previous male or female sterilization.
- j. In the nature of educational or vocational testing or training.
- k. For outpatient food, food supplements, or vitamins except for the therapeutic treatment of inherited diseases of amino acid, organic acid, carbohydrate, or fat metabolism as well as malabsorption originating from congenital defects present at birth or acquired during the neonatal period when administered under the direction of a physician.
- l. For radial keratotomies.
- m. For physical therapy, occupational therapy, speech therapy or chiropractic manipulations or modalities.
- n. In connection with treatment of male or female infertility, in vitro and in vivo fertilization of an ovum, or artificial insemination.
- o. For **Durable Medical Equipment**.
- p. For **Custodial Care**.
- q. For **Ancillary Services** in connection with surgery or other **Illness**, except as stated in the **Schedule of Benefits**.
- r. Related to smoking cessation.
- s. For the treatment of the following:
  - i. **Codependency**
  - ii. Social, occupational, or religious maladjustments
  - iii. **Compulsive Gambling**
  - iv. Chronic marital or family problems when not related to the primary focus of treatment that must be a diagnosable **Mental Disorder**
- t. For the treatment of obesity, weight reduction, or dietetic control, except for morbid obesity or disease etiology.
- u. For the following, except as specifically stated in the **Schedule of Benefits** section of the **Policy**:



## **EXCLUSIONS AND LIMITATIONS (CONTINUED)**

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- i. For dental treatment and oral surgery
  - ii. For treatment of **Mental Disorders**, except for **Severe Mental Disorders**
  - iii. For treatment of **Substance Abuse Disorders**
  - iv. For refractions, eyeglasses, or hearing aids or their fitting
  - v. For routine physicals or general health exams, routine immunizations and vaccinations
- v. For treatment of **Temporomandibular Joint Dysfunction (TMJ)** pain syndrome, orofacial, or myofascial syndrome whether medical or dental in scope.
- w. For an **Illness** or **Injury** caused wholly or partly, directly or indirectly by:
- i. Declared or undeclared war or act of war.
  - ii. Committing or attempting to commit an assault or felony.
  - iii. Inciting or taking part in any form of public violence.
  - iv. Intentionally self-inflicted **Injury**, while sane or insane.
- x. For any **Illness** or **Injury** covered by any Worker's Compensation Act or similar law.

## GENERAL PROVISIONS

---

### Notice of Claim

You must give us written notice of claim within the following time period:

- a. 20 days after the date an **Eligible Service or Supply** is received.

If you are not able to notify us within the applicable time period, then you must notify us as soon as reasonably possible. Your notice must include the claimant's name, address and the Policy Number.

### Claim Forms

Within 15 days of receiving a notice of claim, we will send the forms needed to provide **Proof of Loss** upon written request. If we do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### Proof of Loss

**Proof of Loss** may include, but is not limited to, the following:

- a. A completed claim form.
- b. Documentation of: the date(s) of the services, supplies received and the costs you incurred.
- c. The names and addresses of all **Providers**.
- d. A certified copy of the death certificate (if applicable).
- e. Your **Beneficiary** designation (if applicable).
- f. If applicable, documentation of:
  - i. The date your disability began;
  - ii. The cause of your disability; and
  - iii. The prognosis of your disability;
- g. Your signed authorization for us to obtain and release medical information.
- h. Any additional information required by us to make a determination on the claim.

All proof submitted must be satisfactory to us.

Written **Proof of Loss** must be given to us within 90 days after the following:

- a. The date an **Eligible Service or Supply** is provided

If it was not possible to give us proof by the time it is due, then you must give us proof as soon as possible. Unless you, or the person who has the right to claim benefits, is not legally competent, **Proof of Loss** must be given no later than one year after it is due.

### Time Payment of Claims

We will pay benefits within 30 days after we receive all essential information needed to make a determination on the claim.

### Payment of Benefits

Benefits payable under the **Policy** will be paid directly to:

- a. You;
- b. Your legally appointed guardian if you are not legally able to accept such benefits; or
- c. A **Provider** of medical treatment or services upon your written direction.

Any payment made in good faith fully discharges us to the extent of that payment. Failure to honor an **Assignment** to a **Provider** due to inadvertent error will not subject us to double payment.

## GENERAL PROVISIONS (CONTINUED)

---

### Physical Examination and Autopsy

We, at our own expense, have the right to have you examined as often as we may reasonably require while a claim is pending, and to require an autopsy in the case of death, unless it is forbidden by law.

### Right To Appeal a Denied Claim

If you disagree with a decision on a claim, you or your representative may, within 180 days of receiving an initial denial notice appeal the decision by submitting a written request to:

**Symetra Select Benefits**  
**118 Third Street East**  
**P.O. Box 440**  
**Ashland, WI 54806**  
**1-800-497-3699**

Your written request should include:

- a. A statement of the reasons(s) for disagreement;
- b. Documentation of any new facts or data that apply to the claim.

If your written request for review is not received within 180 days of receiving a denial notice, you will forfeit your right to an appeal.

### Legal Actions

No legal action may be brought to recover a disputed claim amount under the **Policy**:

- a. Until 60 days have elapsed after **Proof of Loss** has been filed; or
- b. After the expiration of the applicable statute of limitations from the time written **Proof of Loss** is required by the **Policy**.

### Extension of Coverage

You and your **Dependents** may qualify to temporarily extend coverage, at group rates, for the medical benefits shown in the **Schedule of Benefits** of the **Policy**. This extension of coverage does not apply to benefits for Disability Income whether or not shown on the **Schedule of Benefits**.

### Qualifying Events

You qualify for extension of coverage if you would otherwise lose group coverage for medical benefits because of a reduction in work hours or termination of employment (for reasons other than gross misconduct).

A covered **Dependent** also qualifies for extension of coverage if he would otherwise lose group coverage for medical benefits because of any of the following events:

- a. You lose group coverage for medical benefits because of a reduction in work hours or termination of employment (for reasons other than gross misconduct);
- b. Your death;
- c. You and your spouse divorce or legally separate;
- d. You become entitled to **Medicare**.

In addition, a covered **Dependent** child further qualifies for extension of coverage if he would otherwise lose coverage because he ceases to be an eligible **Dependent** under the **Policy**.

### Notification and Election

You or your **Dependent** are responsible for notifying your **Employer** when a qualifying event, as specified above, occurs. Your **Employer** must be notified within 60 days of the later of:

## **GENERAL PROVISIONS (CONTINUED)**

---

- a. The event.
- b. The date coverage would end because of the event.

You have 60 days to elect extension of coverage from the later of:

- a. The date you lose coverage due to the event.
- b. The date your **Employer** informed you that you may choose extension of coverage.

If you choose to extend coverage, you must pay the full cost of coverage each month. The coverage for medical benefits will be identical to the coverage you and/or your **Dependents** had immediately prior to the date coverage ended.

If you do not choose to extend coverage, your group coverage for medical benefits with your **Employer** will end.

### **Period of Extension**

You have the option to continue coverage for yourself and/or your covered **Dependents** for 18 months.

If you chose to extend coverage following termination of employment and you or a covered **Dependent** become disabled, coverage for the disabled person and all covered **Dependents** may be extended for an additional 11 months, up to a total of 29 months. In order to lengthen the extension period, the Social Security Administration must determine that you or a covered **Dependent** became disabled within the first 60 days of an extension of coverage period. You must notify your **Employer** before the end of the first 18-months and provide a copy of the Social Security disability determination letter within 60 days of the determination date.

This same 11-month extension is provided to a disabled child if the child is born or placed for adoption during the extension of coverage period and the child is determined to be disabled within the first 60 days of extension of coverage.

If, during the 18-month extension of coverage period, another qualifying event takes place, coverage may be extended for up to 36 months for any covered Dependents.

In no case will the total extension of coverage period exceed 36 months.

### **Termination**

Extension of coverage may be terminated for any of the following reasons:

- a. Your **Employer** no longer provides group coverage for medical benefits to any **Employees**.
- b. You do not pay the **Premium** for your extension of coverage on time.
- c. You become covered under another group policy for medical benefits that does not include a preexisting condition exclusion or limitations on preexisting conditions you may have after the date of your extension of coverage election.
- d. You become entitled to **Medicare** after the date of your extension of coverage election.
- e. The person whose Social Security disability enabled the extended coverage is determined to have recovered.

If you have any questions about extension of coverage, contact your **Employer**.



**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, WA 98004-5135  
1-800-796-3872  
TTY/TDD 1-800-833-6388

## SELECT BENEFITS POLICY AMENDMENT

This amendment forms a part of the Select Benefits Policy to which it is attached. In the case of a conflict with any provision in the Policy, the terms of this amendment will control. This amendment is effective upon issuance.

**1. The Policy Definition of Dependent, b. and c., are replaced with the following:**

- b.** Your child who is under 26 years of age (limiting age); or
- c.** A child, who is incapable of self-support due to **Developmental Disability** or physical disability, provided the condition occurs prior to age 26.

With respect to Dependent Life benefits, if provided under the group policy, the applicable **Dependent** limiting age is shown on the Summary of Benefits.

All other terms and conditions of the Policy remain unchanged.

Symetra Life Insurance Company

Margaret Meister,  
President

Symetra® is a registered service mark of Symetra Life Insurance Company.



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*SELECT BENEFITS*  
*GROUP*  
*ACCIDENT POLICY*

**EMPLOYER NAME: OLB Group/Shopfast**

**POLICY NUMBER: 10892000**

**EMPLOYEE SECTION**

**THIS CERTIFICATE PROVIDES LIMITED COVERAGE  
PLEASE READ YOUR CERTIFICATE CAREFULLY**

**THIS CERTIFICATE IS ISSUED UNDER AN ACCIDENT ONLY POLICY. IT DOES NOT PAY  
BENEFITS FOR LOSS CAUSED BY ILLNESS**

Symetra® is a registered service mark of Symetra Life Insurance Company.

## INTRODUCTION

This section is **Your Employee** Certificate of Coverage. It describes the **Benefits** provided through **Your Employer** under the **Policy** issued by Symetra Life Insurance Company to **Your Employer**.

The complete terms of the coverage provided are set forth in this **Policy**.

Keep this section in a safe place. Instructions for submitting a **Claim** for **Benefits** appear at the end of this section.

This **Employee** section replaces all others previously issued.

**For questions or for obtaining information regarding Your coverage or for resolving complaints call Select Benefit Administrators at 1-800-497-3699.**

**TABLE OF CONTENTS**

Employer: OLB Group/Shopfast  
Policy Number: 10892000  
Effective Date: 05/01/2018

**INTRODUCTION** ..... 2

**TABLE OF CONTENTS** ..... 3

**SUMMARY OF BENEFITS** ..... 6

**DEFINITIONS** ..... 7

**EMPLOYEE ELIGIBILITY** ..... 12

**HOURS OF WORK CREDIT** ..... 12

**THE DATE YOU ARE ELIGIBLE FOR COVERAGE** ..... 12

**EFFECTIVE DATE OF YOUR COVERAGE** ..... 12

**REINSTATEMENT** ..... 12

**DEPENDENT ELIGIBILITY** ..... 13

**ELIGIBLE DEPENDENTS** ..... 13

**DATE A DEPENDENT IS ELIGIBLE FOR COVERAGE** ..... 13

**EFFECTIVE DATE OF DEPENDENT COVERAGE** ..... 13

**BENEFIT CHANGES** ..... 14

**CHANGE IN AMOUNTS OF BENEFITS** ..... 14

**CHANGE IN AMOUNTS OF COVERAGE** ..... 14

**TERMINATION PROVISIONS** ..... 15



# TABLE OF CONTENTS

Continued

<b>TERMINATION OF YOUR COVERAGE .....</b>	<b>15</b>
<b>TERMINATION OF DEPENDENT COVERAGE.....</b>	<b>15</b>
<b>CONTINUATION OF COVERAGE .....</b>	<b>16</b>
<b>YOUR COVERAGE.....</b>	<b>16</b>
<b>DEPENDENT COVERAGE .....</b>	<b>16</b>
<b>EXTENSION OF BENEFITS DURING TOTAL DISABILITY .....</b>	<b>16</b>
<b>ACCIDENT BENEFIT.....</b>	<b>18</b>
<b>MEDICAL BENEFITS.....</b>	<b>18</b>
<b>DENTAL BENEFITS.....</b>	<b>18</b>
<b>SURGICAL BENEFITS:.....</b>	<b>19</b>
<b>INPATIENT HOSPITAL BENEFITS.....</b>	<b>19</b>
<b>X-RAY AND LABORATORY BENEFITS .....</b>	<b>19</b>
<b>INPATIENT PRESCRIPTION DRUGS .....</b>	<b>19</b>
<b>CLAIM PROVISIONS.....</b>	<b>20</b>
<b>NOTICE OF CLAIM.....</b>	<b>20</b>
<b>CLAIM FORMS.....</b>	<b>20</b>
<b>PROOF OF LOSS.....</b>	<b>20</b>
<b>TIME PAYMENT OF CLAIMS.....</b>	<b>20</b>
<b>PAYMENT OF BENEFITS .....</b>	<b>21</b>
<b>PHYSICAL EXAMINATION AND AUTOPSY.....</b>	<b>21</b>
<b>CLAIMS FIDUCIARY.....</b>	<b>21</b>
<b>CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA).....</b>	<b>22</b>
<b>NONDUPLICATION OF BENEFITS.....</b>	<b>23</b>

**TABLE OF CONTENTS**

Continued

**EXCLUSIONS AND LIMITATIONS ..... 23**

## SUMMARY OF BENEFITS

**Employer:** OLB Group/Shopfast

**Policy Number:** 10892000

**Employer Effective Date:** May 1, 2018

**Policy Anniversary:** May 1

### Eligible Classes of Employees

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All eligible **Employees** of the **Employer** who are defined as follows:

<b>Class</b>	<b>Description</b>
1	All Active Sales Employees.

### Service Waiting Period

---

If you are in an eligible class on your **Employer's Effective Date of Coverage**, there is no **Service Waiting Period**. Otherwise, the **Service Waiting Period** is the first of the month following the date of employment.

### Annual Enrollment Period

---

May 1st or as determined by your **Employer** on a yearly basis.

### Employee and Dependent Benefits

---

Accident Benefit  
Benefit Amount: 100% of **Eligible Expenses** incurred as a result of an **Accident**, not to exceed a **Calendar Year** maximum of \$5,000

## DEFINITIONS

<i>Accident</i>	an <b>Injury</b> sustained by <b>You</b> , which is a sudden, unforeseen, unexpected and involuntary event definite as to time and place and which is independent of disease or bodily infirmity.
<i>Amendment</i>	a document that modifies this <b>Policy</b> , and becomes part of this <b>Policy</b> , also known as an <b>Endorsement</b> or <b>Rider</b> .
<i>Benefit</i>	the dollar amount payable by <b>Us</b> to a claimant or assignee under this <b>Policy</b> .
<i>Calendar Year</i>	the period from January 1 through December 31 of the same year.
<i>Claim</i>	is a request for payment of <b>Benefits</b> .
<i>Confined/Confinement</i>	an <b>Inpatient</b> in a <b>Hospital</b> or other health care facility.
<i>Contract Year</i>	a period of one year commencing on the <b>Employer's Effective Date of Coverage</b> and ending at 12:00 midnight on the last day of the one-year period.
<i>Dependent</i>	<p>the following persons:</p> <ul style="list-style-type: none"><li>a. <b>Your</b> spouse, as defined by state law;</li><li>b. <b>Your</b> child who is under 26 years of age (limiting age), or is a <b>Full-time Student</b> or part-time student and primarily dependent upon <b>You</b> for support and maintenance and is under 26 years of age (limiting age); or</li><li>c. A child, who is incapable of self-support due to <b>Developmental Disability</b> or physical disability, provided the condition occurs prior to age 26.</li></ul> <p>A child can include stepchildren, adopted children, or foster children, a judicially appointed minor ward of <b>Yours</b>, or a child legally placed for adoption and primarily dependent upon <b>You</b> for support.</p>
<i>Developmental Disability</i>	<ul style="list-style-type: none"><li>a. A disability attributable to mental retardation, cerebral palsy, epilepsy, autism, or another neurological condition closely related to mental retardation; or from</li></ul>

## DEFINITIONS

### Continued

- b. A condition that requires treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age 19, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.

*Doctor*

a person who is:

- a. Licensed and recognized as a **Doctor** by the State in which he practices; and
- b. Practicing within the scope of his license; and
- c. Performing a service for which **Benefits** are provided under the **Policy**.

Is not a person who:

- a. Ordinarily resides in **Your** household; or
- b. Is a member of **Your** immediate family; or
- c. Is **Your Employer**.

*Effective Date*

the date on which coverage under this **Policy** begins.

*Effective Date of Coverage*

the date coverage under this **Policy** goes into effect for an **Employer** and for any eligible **Employees** and **Dependents**.

*Eligible Expenses*

services or supplies received by or on behalf of an **Insured** for treatment of a covered **Accident** that are not excluded under this **Policy**.

*Emergency Room*

a staffed and equipped **Hospital** room or **Hospital** area for the reception and treatment of persons with conditions, such as **Accident**, requiring immediate medical care.

*Employee*

a person who is employed by and paid by, the **Employer**.

*Employer*

the entity named on the Application and the **Summary of Benefits**, who has applied for coverage under this **Policy**.

*Endorsement*

a document that modifies this **Policy**, and becomes part of this **Policy**, also known as an **Amendment** or **Rider**.

*Full-time Student*

a **Dependent** who:

- a. Attends an accredited college, vocational or high school; and

## DEFINITIONS

### Continued

- b. Is enrolled in sufficient courses to maintain full-time status as defined by the institution in which the **Dependent** is enrolled.

**Full-time Student** status will continue during school vacation if the **Dependent**:

- a. Was enrolled as a **Full-time Student** immediately prior to the vacation; and
- b. Intends to return as a **Full-time Student**.

We may require proof of **Full-time Student** status.

### *Hospital*

a licensed health care facility which:

- a. Provides acute care; and
- b. Provides 24-hour nursing services; and
- c. Provides **Inpatient** therapeutic and diagnostic services for **Injury or Illness**; and
- d. Provides facilities for major surgery or has a formal arrangement with another health care facility for surgical facilities; and
- e. Is approved by the Joint Commission on the Accreditation of Health Care Facilities as a **Hospital**.

**Hospital** does not include:

- a. A rest home or nursing home, home for the aged, or convalescent home;
- b. A nursing facility;
- c. A hospice or a place for custodial care or a birthing center;
- d. A place primarily for the treatment of substance abuse disorders; or
- e. A place primarily for the treatment of mental disorders.

### *Hours of Work Credit*

the hours worked by **You** for whom contributions have been made on **Your** behalf by **Your Employer**.

### *Illness*

- a. Physical sickness or disease; or
- b. A mental disorder; or
- c. Complications of pregnancy; or
- d. Congenital abnormalities.

### *Injury*

bodily harm that is caused by an **Accident** and results directly from the **Accident** and independently of all other cause.

### *Inpatient*

a person who has been admitted to a **Hospital** or other health facility to receive diagnosis, treatment or other health services.

## DEFINITIONS

### Continued

<i>Insured</i>	a person who is eligible for coverage under this <b>Policy</b> as an <b>Employee</b> or as a <b>Dependent</b> , is enrolled, and for whom <b>Premium</b> is paid.
<i>Lifetime Maximum</i>	the dollar limitation on <b>Benefits</b> that will be paid for <b>You</b> during <b>Your</b> lifetime while covered under this <b>Policy</b> .
<i>Nurse</i>	any one of the following who is not a member of the <b>Insured's</b> immediate family or employed by the <b>Hospital</b> where the <b>Insured</b> is <b>Confined</b> :  <ul style="list-style-type: none"><li>a. Licensed practical nurse (L.P.N.); or</li><li>b. Licensed vocational nurse (L.V.N.); pr</li><li>c. Graduated registered nurse (R.N).</li></ul>
<i>Outpatient</i>	an individual who receives health care services where he is not admitted to a <b>Hospital</b> or other health care facility.
<i>Policy</i>	this contract.
<i>Policy Anniversary</i>	the date twelve months after the date of the <b>Employer's Effective Date of Coverage</b> under this <b>Policy</b> , or as indicated on the <b>Policy</b> Specification page.
<i>Premium</i>	the dollar amount paid by <b>Your Employer</b> and/or <b>You</b> to keep this <b>Policy</b> in force.
<i>Proof of Loss</i>	a statement that must be furnished by <b>You</b> to <b>Us</b> before any <b>Benefits</b> may be paid under this <b>Policy</b> .
<i>Provider</i>	any <b>Doctor</b> , health professional, <b>Hospital</b> , <b>Nursing Facility</b> , home health agency or other person or recognized entity licensed to provide <b>Hospital</b> or medical services to <b>Insureds</b> covered under this <b>Policy</b> .
<i>Rate</i>	the pricing factor upon which <b>Your Employer's</b> and/or <b>Your Premium</b> is based.
<i>Reinstatement</i>	the resumption of coverage, which has lapsed under this <b>Policy</b> .

## DEFINITIONS

### Continued

<i>Renewal</i>	Continuance of coverage under this <b>Policy</b> beyond its original term by <b>Our</b> acceptance of the <b>Premium</b> for a new <b>Policy</b> term.
<i>Rider</i>	a document that modifies this <b>Policy</b> , and becomes part of this <b>Policy</b> , also known as an <b>Endorsement</b> or <b>Amendment</b> .
<i>Service Waiting Period</i>	the length of time <b>You</b> must wait from <b>Your</b> date of employment or application for coverage, until <b>Your</b> coverage is effective.
<i>Summary of Benefits</i>	are the pages of this <b>Policy</b> , which list the <b>Benefits</b> selected by <b>Your Employer</b> and <b>You</b> .
<i>Totally Disabled/ Total Disability</i>	<b>Your</b> inability to perform the substantial and material duties of <b>Your</b> occupation.
<i>We/Us/Our/Company</i>	Symetra Life Insurance Company.
<i>Workers' Compensation Insurance</i>	insurance against liability imposed on certain employers to pay insurance benefits and furnish care to employees injured, and to pay benefits to dependents of employees killed in the course of or arising out of their employment.



## EMPLOYEE ELIGIBILITY

New **Employees** may be added to this **Policy** subject to the eligibility provisions of this section.

### Hours of Work Credit

Each **Employee** of a **Employer** who meets all of the following conditions are eligible for coverage under this **Policy**:

- a. Performing all the normal duties of his job at the normal place of business of the **Employer**;
- b. Working in an eligible class as shown in the **Summary of Benefits** section of this **Policy**; and
- c. Has worked and been paid for at least the minimum required hours at the normal place of business of the **Employer**.

### The Date You Are Eligible For Coverage

**You** become eligible for coverage upon completion of the **Service Waiting Period**, if any. The **Service Waiting Period** is shown in the **Summary of Benefits**.

### Effective Date of Your Coverage

In order to become covered under this **Policy**, **You** must first enroll in writing on a form approved by **Us** giving the information **We** require.

If **You** are not required to contribute to the cost of **Your** coverage, coverage will become effective on the first day of the month following the latest of the following dates:

- a. The date **Premium** is received; or
- b. The date following completion of the **Service Waiting Period**, if any.

If **You** are required to contribute to the cost of **Your** coverage, the date coverage begins will depend on the date **You** enroll for coverage. However, it will be the first day of the month following the latest of the following dates:

- a. The date **Premium** is received; or
- b. The date following completion of the **Service Waiting Period**, if any; or
- c. The date **You** enroll for coverage.

### Reinstatement

If **You** have ceased to be eligible for coverage **You** may qualify for **Reinstatement** within 90 days from the date **You** were last eligible. **You** will be reinstated and eligible for coverage on the first day of the calendar month following the month in which **You** work and are paid for the minimum required hours. If **You** do not qualify for **Reinstatement** within 90 days from the date **You** were last eligible, **You** will be treated as a new **Employee**.

## DEPENDENT ELIGIBILITY

New **Dependents** may be added to this **Policy** subject to the eligibility provisions of this section.

### Eligible Dependents

A **Dependent of Yours** is eligible for coverage under this **Policy** if:

- a. **You** are an **Insured** under this **Policy**;
- b. **You** are in a class that qualifies for **Dependent Benefits**;
- c. The **Dependent** is not covered as an **Employee** under this **Policy**; and
- d. If both **You** and **Your** spouse are covered under this **Policy** as **Employees**, either, but not both, may elect to cover children who are eligible **Dependents**.

### Date A Dependent Is Eligible For Coverage

A **Dependent** is eligible to be an **Insured** on the later of:

- a. The date **You** become eligible for **Employee** coverage; or
- b. The date **You** acquire **Your** first **Dependent**; or
- c. The first day of the month following the date the **Dependent** first meets the definition of **Dependent** under this **Policy**.

### Effective Date of Dependent Coverage

In order for a **Dependent** to become an **Insured**, **You** must first enroll the **Dependent** in writing on a form approved by **Us** within 31 days of acquiring a new eligible **Dependent** for **Dependent** coverage giving the information **We** require.

If **You** are not required to contribute to the cost of **Dependent** coverage, **Dependent** coverage will become effective on the first day of the month following the latest of the following dates if the **Dependent** is not **Confined** on that date:

- a. The date **Premium** is received; or
- b. The date **You** become eligible for **Dependent** coverage; or
- c. The date the person becomes a **Dependent**.

If **You** are required to contribute to the cost of **Dependent** coverage, **Dependent** coverage will become effective on the first day of the month following the latest of the following dates if the **Dependent** is not **Confined** on that date:

- a. The date **Premium** is received; or
- b. The date **You** become eligible for **Dependent** coverage; or
- c. The date **You** enroll for **Dependent** coverage.

If **You** did not elect **Dependent** coverage before the birth or adoption of a child, the **Accident Benefits** of this **Policy** will be provided for that child from the moment of birth. In the case of a

## DEPENDENT ELIGIBILITY

### Continued

newborn child, coverage begins at the moment of birth if a written agreement to adopt such child has been entered into by the certificateholder prior to the birth of the child. However,

- a. **You** must notify **Us** in writing of the birth or adoption of such child. If timely notice is given, **We** will not charge an additional premium for coverage of the child for the duration of the notice period. If timely notice is not given, **We** will charge an additional **Premium** from the date of birth or placement. If notice is given within 60 days of the birth or placement of the child, **We** will not deny coverage for the child due to the failure of the **Insured** to timely notify **Us** of the birth or placement of the child; and
- b. **You** authorize **Your Employer** to make the required payroll deductions toward the cost of **Your Dependent** coverage within 60 days of the date of birth or adoption.

**We** require **You** to notify **Us** of additional **Dependents** to assure accurate **Claims** handling.

If a **Dependent**, other than a newborn child, is **Confined** to a **Hospital** or other health care facility on the date he would otherwise become an **Insured**, he will become an **Insured** on the first day following his release from the **Hospital** or health care facility.

## BENEFIT CHANGES

### Change in Amounts of Benefits

Any change in the amount of **Benefits** due to a change in **Your** class or status, will be effective on the first of the month following the month in which **You** work and are paid for the minimum required hours, provided:

- a. **You** are performing all the normal duties of **Your** job at your **Employer's** normal place of business; and
- b. **You** make any required payment for the change to be effective.

Changes in amounts of **Benefits**, due to an **Amendment**, **Endorsement** or **Rider** to this **Policy** or **Your Employer's** coverage under this **Policy**, will take effect for **You** on the **Effective Date** of the **Amendment**, **Endorsement** or **Rider**.

**Benefits** payable under this **Policy** will be based on the coverage in effect at the time the eligible services or supplies were received.

### Change in Amounts of Coverage

Once **You** have made **Your Benefit** elections for a given year, **You** can not change those elections until **Your Employer's** next open enrollment. Increases in the amount of **Employee** coverage are effective on the first of the month following the date of change provided, **You** are performing all the normal duties of **Your** job at your **Employer's** normal place of business.

Decreases in the amount of **Employee** coverage are effective on the first of the month following the date of change, provided **You** are performing all the normal duties of **Your** job at your **Employer's** normal place of business.

## TERMINATION PROVISIONS

### Termination of Your Coverage

Your coverage will cease on the earlier of:

- a. The date this **Policy** is canceled;
- b. The date **Your Employer's** coverage ceases under this **Policy**; or
- c. The last day of the month in which the first of the following occurs:
  - i. **Your** membership in an eligible class ceases;
  - ii. **Your** employment with **Your Employer** ceases;
  - iii. **You** or **Your Employer** cease **Premium** payments for **Your** coverage;
  - iv. **You** are pensioned or retired, as defined by **Your Employer**;
  - v. The date **You** begin active duty in the armed forces.

In addition, if **You** are classified as an hourly **Employee** Your coverage will cease on the first day of the month following any month in which **Your Hours of Work Credit** fall below the required number of hours, as established by **Your Employer**.

### Termination of Dependent Coverage

**Dependent** coverage, if applicable, will cease on the earliest of:

- a. The date this **Policy** is canceled;
- b. The date **Your** coverage ceases;
- c. The date **We** cancel all **Dependent** coverage under this **Policy**; or
- d. Last day of the month in which the first of the following occurs:
  - i. **You** are no longer in a class eligible for **Dependent** coverage; or
  - ii. The **Dependent** ceases to be an eligible **Dependent**.

In addition, coverage under this **Policy** will cease for a **Dependent** on the first day of the month following any month in which **Your** number of hours worked falls below the minimum required hours.

With respect to the **Benefits** of this **Policy**, coverage will be continued for a **Dependent** child beyond the limiting age as long as the child continues to be both:

- a. Incapable of self-sustaining employment by reason of **Developmental Disability** and/or physical handicap; and
- b. Primarily dependent on **You** for support and maintenance.

Proof of such incapacity must be given to **Us** not more than 31 days after the date such **Dependent** attains the limiting age and subsequently as required by **Us**, but not more often than once per year after the initial two year period from the date such **Dependent** attains the limiting age.

See "Continuation of Coverage" provisions for exceptions to Termination Provisions.

## CONTINUATION OF COVERAGE

Under the conditions that follow, **Benefits** for **You** and **Your** covered **Dependents** may continue beyond the day coverage would otherwise cease under the "Benefit Changes" and "Termination Provisions" sections if the required **Premium** is paid and this **Policy** is in force for **Your Employer** during the continuation period.

Coverage under this **Policy** will not continue if **You** begin work for pay or profit with another employer.

### Your Coverage

In the following circumstances, employment will be deemed to continue as shown, or until **Your Employer**, acting under rules that preclude individual selection, terminates **Your** employment:

<u>Cause of Absence</u>	<u>Period in which Employment is Deemed to Continue</u>	<u>Coverage</u>
Injury	6 months	All coverages
Temporary Lay-Off	2 months	All coverages
Leave of Absence	2 months	All coverages

Upon written request from **Your Employer**, **We** may agree in writing to continue **Your** coverage for situations other than those listed above.

### Dependent Coverage

If any of the situations above apply to **You**, **Dependent** coverage may continue until **Your** coverage ends.

### Extension of Benefits During Total Disability

Except for Dental Benefits, the **Benefits** of this **Policy** will continue to be paid under this **Policy** when **Your** coverage terminates, if, on the date coverage would otherwise terminate **You** are Totally Disabled.

**Benefits** paid under this extension will continue to be paid until the earliest of these dates:

- a. The date which is 90 days from the date coverage would have otherwise terminated;
- b. The date on which the disabled **Insured's Benefits** has reached the maximum amount as shown in the **Summary of Benefits**;
- c. The date Total Disability ceases; or
- d. The date **You** become covered under another group accident policy.

This extension of **Benefits** applies only to the disabled **Insured** and no **Premium** is due during this extension.

## CONTINUATION OF COVERAGE

### Continued

The Dental Benefits of this **Policy** will continue to be paid under this **Policy** when **Your** coverage terminates, if, on the date coverage would otherwise terminate **You** are **Totally Disabled** and all of the following apply:

- a. The course of treatment or dental procedures were recommended in writing and commenced, in connection with a specific accident incurred while this **Policy** was in effect, by the attending **Doctor** or dentist to **You** while **You** were covered by this **Policy**; and
- b. The dental procedures were procedures for other than routine examinations, prophylaxis, X-rays, sealants, or orthodontic services; and
- c. The dental procedures were performed within 90 days after **Your** coverage ceased under this **Policy** and the termination of coverage did not occur as a result of **Your**, or, in the case of a **Dependent** child, the child's parent's, voluntary termination of coverage.

**Benefits** paid under this extension will continue to be paid until the earliest of these dates:

- The end of the 90-day period specified in bullet c., above;
- The date **You** become covered under another group accident policy providing similar dental benefits.

If coverage or services for the dental procedures referred to in bullet a. above, are excluded by the succeeding policy or contract through the use of an elimination period, the patient is not covered by the succeeding policy or contract and the extension of benefits does not terminate.

This extension of **Benefits** applies only to the disabled **Insured** and no **Premium** is due during this extension.

## ACCIDENT BENEFIT

**Benefits** will be paid as shown in the **Summary of Benefits** for **Eligible Expenses** that are incurred as a result of an **Accident** that occurs while the **You** are covered under this **Policy**.

The expenses must be incurred:

- a. Within 52 weeks from the date of the **Accident**; and
- b. The first expense must be incurred within 60 days of the date of the **Accident**.

The combined expenses paid for Medical, Dental, Surgical, Inpatient Hospital, X-ray and Lab and Inpatient Prescription Drug Benefits will not exceed the maximum Benefit amount shown in the **Summary of Benefits**.

Services and supplies paid under this Benefit include:

### Medical Benefits

Medical Benefits will be provided for **Eligible Expenses** incurred in connection with an **Accident** while **You** are covered under this **Policy** for services and supplies rendered or prescribed by a licensed **Doctor** or other licensed healthcare provider practicing within the scope of their license for the following:

- a. Nursing services;
- b. Doctor's office visits;
- c. Hospital Emergency room visits;
- d. Outpatient Hospital visits; and
- e. Urgent care visits.

### Exclusions and Limitations

Medical Benefits will not be provided for services or supplies for preventive care, including but not limited to routine physicals, general health exams, routine immunizations and vaccinations.

### Dental Benefits

Dental Benefits will be provided for **Eligible Expenses** incurred when rendered by a licensed **Doctor** or licensed Dentist in connection with an **Accident** while **You** are covered under this **Policy**. Procedures include:

- a. A closed or open reduction of a fracture;
- b. Dislocation of the jaw; or
- c. Injury to **Your** natural teeth.

### Exclusions and Limitations

Dental Benefits will not be provided:

- a. For tooth re-implantology not resulting from an **Accident**;

## ACCIDENT BENEFIT

Continued

- b. For procedures, services, or supplies, which do not meet accepted standards of dental practice;
- c. For treatment initiated while not covered under this **Policy**.

### **Surgical Benefits:**

Surgical Benefits will be provided for **Eligible Expenses** incurred when rendered by a licensed **Doctor** for surgical procedures performed in connection with an **Accident** while **You** are covered under this **Policy**.

### **Inpatient Hospital Benefits**

**Inpatient Hospital Benefits** will be provided for **Eligible Expenses** incurred in connection with an **Accident** while **You** are covered under this **Policy**.

**Inpatient Hospital Benefits** will be paid only if all of the following are met:

- a. The **Insured** is **Confined** in a **Hospital**; and
- b. A charge is made for room and board; and
- c. The entire duration of such **Hospital Confinement** is recommended and approved by a **Doctor**; and
- d. **Confinement** is the result of a non-occupational **Accident**; and
- e. The services and supplies are not excluded under the Exclusions and Limitations provision of this **Policy**.

### **X-ray and Laboratory Benefits**

Diagnostic X-ray and Laboratory Benefits will be provided for:

- a. **Eligible Expenses** incurred in connection with an **Accident** while **You** are covered under this **Policy**; and
- b. When they are ordered or performed by a **Doctor**.

### **Inpatient Prescription Drugs**

Inpatient Prescription Drugs Benefits will be provided for **Eligible Expenses** incurred if:

- a. **You** are **Confined** in a **Hospital**; and
- b. The drugs are prescribed by a **Doctor**; and
- c. The drugs are administered in the **Hospital** by a licensed healthcare provider, in connection with an **Accident** while **You** are covered under this **Policy**.



## CLAIM PROVISIONS

### Notice of Claim

Written notice of **Claim** must be given to **Us** within 20 days after the date any **Injury** or loss occurs or begins. If such notice is not furnished within that 20-day period, a **Claim** will still be considered for payment and will not be denied or reduced due to the delay if it is shown that notice was given as soon as was reasonably possible.

### Claim Forms

**We** will furnish forms for filing **Proof of Loss** after **We** receive the Notice of **Claim**. If such forms are not furnished within 15 days of receipt of the notice, the claimant will be deemed to have met with the terms of this provision of this **Policy** if he submits written **Proof of Loss** within the time set forth in the **Proof of Loss** provision.

### Proof of Loss

Written proof of claim must be given to **Us** within 90 days after the following the date of loss or treatment.

However, the **Claim** will not be denied or reduced if:

- a. It is not reasonably possible to give proof in that time; and
- b. Proof is submitted within one year from the date of loss or treatment.

This one-year period will not apply when **You** are legally incapable of submitting proof. All **Proof of Loss** or loss must be satisfactory to **Us**.

### Time Payment of Claims

**We** shall reimburse all **Claims** or any portion of any **Claim** from **You** or **Your** assignees, for payment under this **Policy**, within 45 days after receipt of the **Claim** by **Us**. If a **Claim** or a portion of a **Claim** is contested by **Us**, **You** or **Your** assignees shall be notified, in writing, that the **Claim** is contested or denied, within 45 days after receipt of the **Claim** by the **Us**. The notice that a **Claim** is contested shall identify the contested portion of the **Claim** and the reasons for contesting the **Claim**. **We**, upon receipt of the additional information requested from **You** or **Your** assignees shall pay or deny the contested **Claim** or portion of the contested **Claim**, within 60 days. **We** shall pay or deny any **Claim** no later than 120 days after receiving the **Claim**. Payment shall be treated as being made on the date a draft or other valid instrument which is equivalent to payment was placed in the United States mail in a properly addressed, postpaid envelope or, if not so posted, on the date of delivery. All overdue payments shall bear simple interest at the rate of 10 percent per year.

Upon written notification by **You**, **We** shall investigate any claim of improper billing by a physician, hospital, or other health care provider. **We** shall determine if **You** were properly billed for only those procedures and services that **You** actually received. If **We** determine that **You** have been improperly billed, **We** shall notify **You** and the provider of **Our** findings and shall reduce

## CLAIMS PROVISIONS

Continued

the amount of payment to the provider by the amount determined to be improperly billed. If a reduction is made due to such notification by **Us**, **We** shall pay to **You** 20 percent of the amount of the reduction up to \$500.

### Payment of Benefits

**Benefits** payable under this **Policy** will be paid directly to:

- a. **You**;
- b. **Your** legally appointed guardian if **You** are not legally able to accept such **Benefits**; or
- c. A **Provider** of medical treatment or services upon **Your** written direction.

In the event **You** die, **We** will pay any **Benefits** due under this **Policy** to **Your** estate.

Any payment made in good faith fully discharges **Us** to the extent of that payment. Failure to honor an assignment to a **Provider** due to inadvertent error will not subject **Us** to double payment.

### Physical Examination and Autopsy

**We**, at **Our** own expense, will have the right to have **You** examined as often as **We** may reasonably require while a **Claim** is pending, and to require an autopsy in the case of death, unless it is forbidden by law.

### Claims Fiduciary

**We** are designated as the claims fiduciary for benefits provided under the **Policy**. **We** have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the **Policy**.

## CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

COBRA applies to the **Benefits** shown in the **Summary of Benefits** of this **Policy**.

**You** and **Your Dependents** may qualify to temporarily extend the **Accident Benefits** of this **Policy** at group rates in certain situations where coverage would otherwise end.

**You** may choose COBRA for **Yourself** and any covered **Dependent** if **You** lose **Your** group **Accident** coverage because of a reduction in hours or termination of employment (for reasons other than gross misconduct). If **You** are a covered spouse, or **Dependent** child of an **Employee**, **You** may choose COBRA for **Yourself** if **You** lose group **Accident** coverage for any of the following reasons (qualifying event):

- a. **Your** spouse dies;
- b. **Your** spouse's or **Your** parent's employment ends (for reasons other than gross misconduct), or his hours are reduced;
- c. **You** or **Your** parents divorce or legally separate; or
- d. **Your** spouse, or parent becomes entitled to Medicare.

Covered **Dependent** children of an **Employee** may continue coverage if they cease to qualify as **Dependents** under the group **Accident** plan. **You** or **Your Dependent** is responsible for notifying **Your Employer** when certain qualifying events occur. These events include divorce or legal separation and ceasing to qualify as a **Dependent** under the group plan.

**Your Employer** must be notified within 60 days of the later of:

- a. The event; or
- b. The date coverage would end because of the event.

**You** have 60 days to elect COBRA from the later of:

- a. The date **You** lose coverage due to the event; or
- b. The date **Your Employer** informed **You** that **You** may choose COBRA.

If **You** do not choose COBRA, **Your** group **Accident** coverage with **Your Employer** will end. If **You** choose COBRA, **Your** group **Accident** coverage will be identical to the **Accident** coverage **You** and/or **Your Dependents** had immediately prior to the date coverage ended.

If **You** elect COBRA, **You** must pay the full cost of coverage each month. **You** have the option to continue coverage for **Yourself** and/or **Your** covered **Dependents** for 18 months if **You** lose group **Accident** coverage due to termination of employment or a reduction in hours. A longer coverage period may be available in case of disability. If the Social Security Administration determines that **You** or a covered **Dependent** is disabled within the first 60 days of COBRA following termination of employment, coverage for the disabled person and all covered **Dependents** may be extended for an additional 11 months up to a total of 29 months. This same 11-month extension is provided to a disabled child if the child is born or placed for adoption during the COBRA period and the child is determined to be disabled within the first 60 days of COBRA. In order to qualify for coverage extension, **You** must notify **Your Employer** before the end of the 18-month COBRA period and provide a copy of the Social Security disability determination letter within 60 days of the determination date. If, during the 18-month COBRA period, *another* qualifying event takes place, coverage may be extended for up to 36 months for covered **Dependents**. In no case will the total COBRA period exceed 36 months.

COBRA may be terminated for any of the following reasons:

# CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

Continued

- a. **Your Employer** no longer provides group **Accident** coverage to any **Employees**;
- b. **You** do not pay the **Premium** for **Your** COBRA on time;
- c. **You** become covered under another group **Accident** plan that does not include a preexisting condition exclusion or limitations on preexisting conditions you may have after the date of your COBRA election;
- d. **You** become entitled to Medicare after the date of **Your** COBRA election; or
- e. The person whose Social Security disability enabled the extended coverage is determined to have recovered.

If **You** have any questions about COBRA, contact **Your Employer**

## NONDUPLICATION OF BENEFITS

To avoid duplication of benefit payments to an **Insured**, benefits under this **Policy** will be coordinated with benefits payable under the Select Benefits Indemnity Policy and Select Benefits Prescription Drug Policy if applicable.

## EXCLUSIONS AND LIMITATIONS

**Benefits** will not be paid for any expense for services or supplies:

- a. For which there is no legal obligation to pay;
- b. Received after Termination of Coverage, except as provided under this **Policy**;
- c. Received as a result of participation in any activity or event while under the influence of any narcotic, unless administered by a **Doctor** or taken according to the **Doctor's** instruction ;
- d. Received as a result of participation in any sport for pay or profit;
- e. Received as a result of participation in parachuting, bungee jumping, rappelling, mountain climbing or hang gliding;
- f. Received as a result of participation in any form of aeronautics, except as a fare-paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports;
- g. Received as a result of participation or driving in any organized scheduled race or speed test or while testing an automobile or any vehicle on any racetrack or speedway;
- h. For hernia repair, including complications;
- i. Related to cosmetic surgery, except for reconstructive surgery on an injured part of the body;
- j. Related to Dental care, except as required on account of **Injury** resulting from an **Accident** while covered under this **Policy**;
- k. Which are not medically necessary;
- l. For **Durable Medical Equipment**;
- m. That are not approved or accepted as essential to the treatment of the **Injury** by any of the following:
  - i. The American Medical Association;
  - ii. The U.S. Surgeon General;
  - iii. Department of Public Health; or
  - iv. The National Institute of Health.
- n. For Disease, **Illness**, or bacterial infection, except infection resulting directly from an **Accidental Injury**;
- o. For an **Injury** caused wholly or partly, directly or indirectly by:
  - i. Declared or undeclared war or act of war;

## EXCLUSIONS AND LIMITATIONS

Continued

- ii. Committing or attempting to commit a felony;
  - iii. Participation in any form of public violence; or
  - iv. Intentionally self-inflicted **Injury**, while sane or insane.
- p. Any **Injury** paid by any **Worker's Compensation** Act or similar law.



**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, WA 98004-5135  
1-800-796-3872  
TTY/TDD 1-800-833-6388

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SELECT BENEFITS  
CRITICAL ILLNESS POLICY

Employer Name:	OLB Group/Shopfast
Policy Number:	10892000
Effective Date of Coverage:	May 1, 2018
Policy Anniversary:	May 1

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CERTIFICATE OF COVERAGE

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## INTRODUCTION

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This is your Certificate of Coverage. It describes the benefits provided through your **Employer** under the **Policy** issued by Symetra Life Insurance Company (referred to as “we, us or our”).

This certificate summarizes the major provisions of the **Policy**, which are important to you. The complete terms of the coverage provided are set forth in the **Policy**.

The terms “you, your or yourself” referred to in this Certificate of Coverage mean the **Certificateholder** and/or **Certificateholder’s Dependents**.

Masculine pronouns used in this certificate will apply to both genders.

**YOU DO NOT HAVE COVERAGE FOR THE BENEFITS DESCRIBED IN THIS CERTIFICATE UNLESS THEY ARE LISTED IN THE SCHEDULE OF BENEFITS, OR AS AMENDED.**

Keep this certificate in a safe place. Instructions for submitting a claim for benefits appear at the end of this certificate.

This Certificate of Coverage replaces all others previously issued.

To make inquiries or to obtain information about coverage or for assistance in resolving complaints please call (800)-497-3699.

**Notice: The Policy is a critical illness insurance policy. It provides a fixed-payment benefit for the critical illness conditions specified in the Policy. It does not pay benefits for any other loss caused by Illness or Injury.**

## **CERTIFICATE TABLE OF CONTENTS**

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<b>SCHEDULE OF BENEFITS</b>	<b>4</b>
<b>DEFINITIONS</b>	<b>6</b>
<b>ELIGIBILITY FOR COVERAGE</b>	<b>9</b>
<b>BENEFITS</b>	<b>17</b>
<b>EXCLUSIONS AND LIMITATIONS</b>	<b>24</b>
<b>GENERAL PROVISIONS</b>	<b>26</b>



## SCHEDULE OF BENEFITS

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### Eligible Class(es) for Coverage

Eligible class(es) of **Employees** is defined as follows:

Class	Description
1	All Active Sales Employees.

### Service Waiting Period

If you are in an eligible class on your **Employer's Effective Date of Coverage**, there is no **Service Waiting Period**. Otherwise, the **Service Waiting Period** is the first of the month following the date of employment.

### Annual Enrollment Period

May 1st or as determined by your **Employer** on a yearly basis.

### Benefit Waiting Period

The **Benefit Waiting Period** is 30 days following the date your coverage or an increase in coverage under the **Policy** takes effect.

### Employee Critical Illness Benefit

- **Critical Illness Benefit** \$10,000 per category of Critical Illness

The **Employee's** Critical Illness Benefit amount is reduced by 50% on the **Policy** anniversary date that occurs on or follows the **Employee's** 70th birthday.

- **Guaranteed Issue Amount** \$10,000

### Spouse Critical Illness Benefit

- **Critical Illness Benefit** 50% of the **Employee's** benefit per category of critical illness

The Spouse Critical Illness Benefit amount is reduced by 50% on the **Policy** anniversary date that occurs on or follows the **Employee's** 70th birthday.

- **Guaranteed Issue Amount** \$5,000

### Child Critical Illness Benefit

- **Critical Illness Benefit** 25% of the **Employee's** benefit per category of Critical Illness

The Child Critical Illness Benefit amount is reduced by 50% on the **Policy** anniversary date that occurs on or follows the **Employee's** 70th birthday.

- **Guaranteed Issue Amount** \$2,500

## **SCHEDULE OF BENEFITS (CONTINUED)**

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From time to time we may offer or provide to you noninsurance benefits and services. In addition, we may arrange for third party service providers to give access to you to discounted goods and services. While we have arranged for this access, the third party service providers are liable to you for the provision of such goods and/or services. We are not responsible for the provision of such goods and/or services nor are we liable for the failure of the provision of the same. Further, we are not liable to you for the negligent provision of such goods and/or services by third party service providers.

## DEFINITIONS

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**Accident:** a sudden, unforeseen, unexpected and involuntary event definite as to time and place and which is independent of disease or bodily infirmity.

**Actively at Work:** you are at work with your **Employer** on a day that is one of your **Employer's** scheduled workdays. On that day, you must be performing, for wage or profit, all of the normal duties of your job:

- a. In the usual way.
- b. For your usual number of hours.
- c. At your **Employer's** normal place of business, or alternate location, if approved by the **Employer**.

You are also considered to be Actively at Work on any regularly-scheduled vacation day or holiday, only if you were Actively at Work on the preceding scheduled work day.

**Amendment:** a document that modifies the **Policy** or Certificate, and becomes part of the **Policy** or Certificate, also known as a **Rider**.

**Benefit Waiting Period:** the exclusionary period immediately following your **Effective Date of Coverage** or the date an increase in coverage takes effect. No benefit or benefit increase is payable for a critical illness that is diagnosed during the Benefit Waiting Period.

**Benefit Year:** the time, designated by your **Employer**, during which the benefit elections you make during annual enrollment are in effect.

**Buy-up Amount:** the amount that you may be able to add to your benefit after two years of continuous coverage under the **Policy** without having to provide evidence of insurability.

**Calendar Year:** the period from January 1 through December 31 of the same year.

**Certificateholder:** the **Employee** who is eligible for coverage under the **Policy**, who is enrolled and for whom **Premium** is paid.

**Dependent:** the following persons:

- a. Your spouse, as defined by state law.
- b. Your child who is under 26 years of age (Limiting Age).
- c. Your child, who is incapable of self-support due to a disabling physical or mental impairment, provided the disabling condition occurs prior to age 26.

A child includes: stepchildren; legally-adopted children; foster children, including any children legally placed with you for adoption; any children you support under court order; any other children, related to you by blood or marriage, who live with you in a regular parent-child relationship; or any children you claimed as a dependent on your last-filed federal income tax return.

**Effective Date:** the date on which coverage under the **Policy** begins.

**Effective Date of Coverage:** the date coverage under the **Policy** goes into effect for an **Employer** and for any eligible **Employees** and **Dependents**.

**Employee:** a person who is employed by, and paid by, the **Employer**.

**Guaranteed Issue Amount:** the amount of benefit available without having to provide evidence of insurability on the date you or your **Dependent** are first eligible for coverage under the **Policy**.

## DEFINITIONS (CONTINUED)

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**Injury:** bodily harm that is caused by an **Accident** and results directly from the **Accident** and independently of all other cause.

**Insured:** a person who is eligible for coverage under the **Policy** as an **Employee**, or as a **Dependent**, is enrolled, and for whom **Premium** is paid.

**Employer:** the entity, named in this Certificate, who has obtained coverage under the **Policy**.

**Policy:** the contract between us and the **Policyholder**. The Policy is comprised of the Policy Specifications, the **Employer** section and this Certificate. This certificate describes all of your covered benefits under the Policy.

**Policyholder:** the entity identified on the master application for the **Policy** as such and to whom the **Policy** is issued.

**Premium:** the dollar amount paid by your **Employer** and/or you to keep the **Policy** in force.

**Prior Coverage:** any critical illness, specified disease, or any other like coverage which your **Employer** has replaced with coverage under the **Policy**.

The cost of the **Prior Coverage** must have been paid through its date of termination. The termination date must have occurred within one day of your **Employer's Effective Date of Coverage** under the **Policy**.

**Proof of Loss:** a statement that must be furnished by you to us before any benefits may be paid under the **Policy**.

**Provider:** any doctor, health professional, hospital, nursing facility, home health agency or other person or recognized entity licensed to provide hospital or medical services to **Insureds** covered under the **Policy**.

**Rider:** a document that modifies the **Policy** or Certificate, and becomes part of the **Policy** or Certificate, also known as an **Amendment**.

**Service Waiting Period:** the length of time you must wait from your date of employment or if later, the date you become a member of an eligible class before your coverage can begin.

**Schedule of Benefits:** are the pages of the Certificate, which list the benefits available to you as selected by your **Employer**.

**Specialist:** a person who:

- a. Is licensed and recognized as a doctor by the state in which he practices.
- b. Is practicing within the scope of his license.
- c. Is board eligible or board certified in the appropriate specialty or sub-specialty needed to diagnose and treat the diseases or conditions covered as a critical illness under the **Policy**.

Examples of a **Specialist** are:

- a. Cardiologist for Heart Attack
- b. Neurologist for Advanced Alzheimer's Disease
- c. Ophthalmologist for Loss of Sight
- d. Oncologist for Invasive Cancer

## DEFINITIONS (CONTINUED)

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A **Specialist** is not a person who:

- a. Ordinarily resides in your household.
- b. Is a member of your immediate family.
- c. Is employed by or affiliated with your **Employer**.

## ELIGIBILITY FOR COVERAGE

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### Eligible Employees

You are eligible for coverage under the **Policy** if you meet all of the following conditions:

- a. Are performing all the normal duties of your job at the normal place of business of the **Employer**.
- b. Are a member of an eligible class as described in the **Schedule of Benefits**.

### The Date You Are Eligible for Coverage

You first become eligible for coverage on the later of:

- a. The **Employer's Effective Date of Coverage**.
- b. The first of the month following the date on which you complete the **Service Waiting Period**.
- c. The first of the month following the date you become a member of an eligible class.

### Enrollment

In order to become covered for the benefits under the **Policy**, you must first enroll in writing on a form approved by us giving the information we require. You may only enroll at the following times:

- a. Within 31 days of your eligibility date.
- b. During an Annual Enrollment Period designated by the **Employer**.
- c. Within 31 days of the date you have a qualified life event change.

### Life Event Changes:

Life event changes that qualify you to enroll earlier than the next Annual Enrollment Period are:

- a. A change in your legal marital status, including marriage, divorce, legal separation, annulment, or death of a spouse.
- b. A change in the number of your **Dependents**, including birth, death, adoption, placement for adoption, award of legal guardianship.
- c. A change in the eligibility of a **Dependent** due to reaching the limiting age or any similar circumstance.
- d. A change in employment status which causes your spouse to become ineligible for group coverage.
- e. A change in your classification from part-time to full-time or from full-time to part-time.

### Effective Date of Your Coverage

Your coverage becomes effective on the first day of the month following the latest of the following dates:

- a. The date you become eligible (if you enroll before that date).
- b. The date you enroll for coverage (if you do so within 31 days from the date you first become eligible or have a life event change).
- c. The date the next **Benefit Year** begins (if you enroll during an Annual Enrollment Period).
- d. The date **Premium** is received.

If, because of illness or **Injury**, you are not **Actively at Work** on the date your coverage would normally take effect, your **Effective Date of Coverage** will be delayed until the first day of the month following the date you have returned to active work for a period of 5 days. If you were absent from work for more than 30 days following the date your coverage would normally take effect, you will be required to provide new evidence of insurability.

If you have any questions about your eligibility or enrollment, contact your **Employer**.

### Eligible Dependents

This section applies if the **Schedule of Benefits** shows you are entitled to elect a Spouse or Child Critical Illness Benefit.

## ELIGIBILITY FOR COVERAGE (CONTINUED)

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A family member is eligible for coverage under the **Policy** if all of the following conditions are met:

- a. You are eligible for coverage under the **Policy**.
- b. The family member qualifies as a **Dependent** as defined under the **Policy**.
- c. The **Dependent** is not covered as an **Employee** under the **Policy**.

If both you and your spouse are covered under the **Policy** as **Employees**, either, but not both, may elect to cover children who are eligible **Dependents**.

### The Date a Dependent is Eligible for Coverage

A **Dependent** other than a newborn or newly adopted child first becomes eligible to be an **Insured** on the later of:

- a. The date you become eligible.
- b. The first day of the month following the date you acquire a **Dependent** such as through marriage.

Provided that you are enrolled at the time, a newborn child will be considered insured from the moment of birth for 31 days.

Provided you are enrolled at the time, adoptive children will be considered insured from the date of adoption or placement, except newborn adopted children will be considered insured from the moment of birth if you have entered into a written agreement to adopt the child prior to birth, whether or not the agreement is enforceable.

In order for coverage of a newly born or adoptive child to continue beyond the first 31-day period, the child's information must be provided within 31 days of birth or placement for adoption.

If the child's information is not provided within 31 days of the birth or placement of the child, we may charge an additional premium from the date of birth or placement.

If the child's information is provided within 60 days of the birth or placement of the child, we will not deny coverage for the child due to failure to provide the child's information.

### Enrollment

In order for a **Dependent** to become an **Insured**, you must first enroll the **Dependent** in writing and submit any evidence of insurability on a form approved by us giving the information we require. You may enroll a **Dependent** at the same time as you enroll yourself for coverage. If you have already enrolled yourself, you may add a **Dependent** at the following times:

- a. Within 31 days of the **Dependent's** eligibility date.
- b. During an Annual Enrollment Period designated by the **Employer**.
- c. Within 31 days of the date you have a qualified life event change.

It is important that you promptly notify us of additional **Dependents** to assure accurate claim handling.

If you have not enrolled yourself, you may not enroll a **Dependent**.

### Evidence of Insurability

You are required to provide evidence of the **Dependent's** insurability, at your expense, when:

- a. You enroll the **Dependent** more than 31 days following the date the **Dependent** was first eligible.
- b. You enroll the **Dependent** for coverage that exceeds the **Guaranteed Issue Amount** shown in the **Schedule of Benefits**.

## ELIGIBILITY FOR COVERAGE (CONTINUED)

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- c. You re-enroll the **Dependent** for coverage, providing the **Dependent's** coverage ended for one of the following reasons:
  - i. You requested the termination of the **Dependent's** coverage.
  - ii. You failed to make the required contribution or **Premium** payment.

Evidence of insurability must be satisfactory to us. It may include, but will not be limited to:

- a. A completed and signed application, including medical history.
- b. A medical examination.
- c. A statement from the **Dependent's** doctor or other **Provider**.

If your **Dependent's** evidence of insurability is not satisfactory to us:

- a. Your **Dependent's** Critical Illness Benefit amount will equal the **Guaranteed Issue Amount**, provided you enrolled your **Dependent** within 31 days of the date your **Dependent** first became eligible.
- b. Your **Dependent** will not be covered under the **Policy** if the application was provided when you:
  - i. Enrolled your **Dependent** for coverage more than 31 days after the date your **Dependent** was first eligible to enroll.
  - ii. Enrolled your **Dependent** for coverage following a life event change.
  - iii. Re-enrolled your **Dependent** for coverage.

### Effective Date of Dependent Coverage

**Dependent** coverage except as noted under **The Date a Dependent is Eligible for Coverage** regarding newborn and newly adopted children, becomes effective on the first day of the month following the latest of the following dates:

- a. The date the **Dependent** becomes eligible (if you enroll the **Dependent** before that date).
- b. The date you enroll the **Dependent** for coverage (if you do so within 31 days from the **Dependent's** eligibility date or the date of a life event change).
- c. The date the next **Benefit Year** begins (if you enroll the **Dependent** during an Annual Enrollment Period).
- d. The date **Premium** is received.

If you did not elect **Dependent** child coverage before the birth or adoption of a child, coverage will continue for that child past the initial 31 days noted under **The Date a Dependent is Eligible for Coverage** if:

- a. You notify us, in writing, within 60 days, of the birth or adoption of such child; and
- b. Within 60 days of the date of birth or adoption, you authorize your **Employer** to deduct your required contribution toward the cost of your **Dependent** coverage from your pay.

If a **Dependent**, other than a newborn child, is confined to a hospital or other healthcare facility on the date he would otherwise become an **Insured**, he will become an **Insured** on the first day following his release from the hospital or health care facility. If the **Dependent** was confined for more than 31 days following the date he would otherwise become an **Insured**, you will be required to provide new evidence of the **Dependent's** insurability.

If you have any questions about a **Dependent's** eligibility or enrollment, contact your **Employer**.



## **ELIGIBILITY FOR COVERAGE (CONTINUED)**

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### **Continuity with Prior Coverage**

If you and your **Dependents** were insured under **Prior Coverage** on the day it terminated and enroll for coverage under the **Policy** to take effect on the **Employer's Effective Date of Coverage**, the following provisions apply to prevent a loss of coverage.

### **Evidence of Insurability**

If you enroll yourself and your **Dependents** for an amount of coverage that is equal to or smaller than the amount of coverage under **Prior Coverage**, evidence of insurability will not be required.

Evidence of insurability will be required if you apply for an increase in coverage.

### **Effective Date of Coverage**

Your **Effective Date of Coverage** will not be delayed if you were not **Actively at Work**, because of an illness or **Injury**, on the date coverage under the **Policy** would otherwise take effect.

Coverage will not be delayed for a **Dependent** who is confined to a hospital or other healthcare facility on the date coverage under the **Policy** would otherwise take effect.

### **Benefit Waiting Period**

If the **Insured's** diagnosed condition was a covered critical illness under **Prior Coverage**, the amount of time the **Insured** was continuously covered under **Prior Coverage** will count toward satisfying the **Benefit Waiting Period**.

The amount of time the **Insured** was continuously covered under **Prior Coverage** will not count toward satisfying the **Benefit Waiting Period** for increases in coverage.

### **Pre-existing Conditions Limitation**

If the **Insured's** diagnosed condition was a covered critical illness under any **Prior Coverage**, then the Pre-existing Conditions Limitation will be determined based on either:

- a. The **Policy's** Pre-existing Conditions Limitation as stated later in this certificate; or
- b. The **Prior Coverage's** limitation taking into consideration the total amount of time the **Insured** was continuously covered under **Prior Coverage** and the **Policy**

If either the Pre-existing Conditions Limitation of the **Policy** or that of the **Prior Coverage** applies, no benefit will be paid.

If the limitation does not apply, a Critical Illness Benefit will be paid as shown within the benefit schedule and all other terms, conditions and limitations of:

- a. the **Policy**; or
- b. the **Prior Coverage**;

whichever is less.

In no event will:

- a. A benefit be paid for a critical illness due to a pre-existing condition, if the critical illness is excluded by any other terms of the **Policy**.
- b. A critical illness be considered to be due to a pre-existing condition under the **Policy** if it was not a pre-existing condition under any **Prior Coverage**.

## **ELIGIBILITY FOR COVERAGE (CONTINUED)**

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The above **Prior Coverage** provisions do not apply to any increases in coverage or coverage that takes effect after the **Employer's Effective Date of Coverage**.

### **Change in Amounts of Benefits**

Any change in the amount of benefits due to a change in your class or status, is effective on the first of the month following the date your class or status changes, provided:

- a. You are performing all the normal duties of your job at your **Employer's** normal place of business.
- b. You make any required contribution or **Premium** payment for the change to take effect.

Changes in the amount of benefits due to an **Amendment** or **Rider** to your **Employer's** coverage under the **Policy**, take effect for an **Insured** on the effective date of the **Amendment** or **Rider**.

Benefits, payable under the **Policy**, are based on the coverage amounts in effect at the time a Covered Critical Illness condition is diagnosed. A Pre-existing Conditions Limitation and a new **Benefit Waiting Period** applies to any increase in coverage.

### **Change in Amounts of Coverage**

Once you have enrolled, you cannot make any changes in your elected coverage until your **Employer's** next Annual Enrollment Period.

### **Increases in Coverage**

You are eligible to increase coverage if all evidence of insurability previously submitted has been approved by us.

If you are eligible to increase coverage, new evidence of insurability, a Pre-existing Conditions Limitation and a new **Benefit Waiting Period** apply to the increased amount.

If your evidence of insurability is not satisfactory to us, your Critical Illness Benefit amount will equal the amount that was in effect before you enrolled to increase coverage. You will not be able to increase coverage during any subsequent Annual Enrollment Period.

If evidence of insurability for your **Dependent** is not satisfactory to us, your **Dependent's** Critical Illness Benefit amount will equal the amount that was in effect before you enrolled to increase coverage.

### **Effective Date of Change**

Any decrease in the amount of coverage is effective on the first day of the next **Benefit Year**.

Any increase in the amount of coverage is effective on the first day of the next **Benefit Year**, provided:

- a. You are performing all the normal duties of your job at your **Employer's** normal place of business; and
- b. You make any required contribution or **Premium** payment for the change to take effect.
- c. We approve any required evidence of insurability.

### **Termination of Your Coverage**

Your coverage will cease on the earlier of:

- a. The date the **Policy** is canceled.
- b. The date your **Employer's** coverage ceases under the **Policy**.
- c. The last day of the month in which the first of the following events occurs:

## ELIGIBILITY FOR COVERAGE (CONTINUED)

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- i. Your membership in an eligible class ceases.
- ii. Your employment with your **Employer** ceases.
- iii. You are no longer **Actively at Work**.
- iv. You or your **Employer** cease to make contributions or **Premium** payments for your coverage.
- v. You are pensioned or retired, as defined by your **Employer**.
- vi. The date you begin full-time active duty as a member of the armed forces (land, water, air) of any country or international authority, except as provided under the Continuation of Coverage provision.

### Termination of Dependent Coverage

**Dependent** coverage, if applicable, will cease on the earliest of:

- a. The date the **Policy** is canceled.
- b. The date your coverage ceases.
- c. The date all **Dependent** coverage ceases under the **Policy**.
- d. The last day of the month in which the first of the following occurs:
  - i. You are no longer in a class eligible for **Dependent** coverage.
  - ii. The family member ceases to be an eligible **Dependent**.

As previously noted, coverage will be continued for a **Dependent** child beyond the limiting age for as long as the child is incapable of self-support because of a disabling mental or physical impairment and dependent on the **Certificateholder** for support.

Proof of the disabling impairment must be given to us no later than 31 days after the date your child attains the limiting age. Subsequently, we have the right to require proof of your child's continuing impairment, but not more often than once per year after two years from the date the limiting age is attained.

### Continuation of Coverage During Temporary Absence

Coverage may continue beyond the day it would otherwise cease under the Termination provisions if you are absent from work due to any of the following reasons. Any continued coverage:

- a. Is subject to payment of the required **Premium**.
- b. Must be requested, in writing, by your **Employer**.
- c. Terminates if:
  - i. The **Policy** terminates.
  - ii. Your **Employer** ceases to be an **Employer** under the **Policy**.
  - iii. You begin work for pay or profit with another employer.

In no event will coverage continue beyond the maximum time shown below for any temporary absence. If you qualify to continue coverage for more than one reason, the periods of continuation will run concurrently. The continuation periods may not be applied consecutively.

#### ***Illness or Injury:***

If you are absent from work due to illness or **Injury**, all of your coverage may be continued for up to three consecutive months from the date you were last **Actively at Work**.

#### ***Personal Leave of Absence:***

If you are on an employer-approved leave of absence, all of your coverage may be continued for up to one month following the date you were last **Actively at Work**. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

## ELIGIBILITY FOR COVERAGE (CONTINUED)

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### ***Family Medical Leave of Absence:***

If you are on a leave of absence approved in accordance with the federal Family and Medical Leave Act of 1993 and any amendments to it (FMLA ) or a similar state law, all of your coverage may be continued for up to one month following the date you were last **Actively at Work**. If the leave terminates prior to the agreed upon date, this continuation will cease immediately. Continuation under this FMLA leave provision will not apply if coverage may be continued for a longer period of time under the provision for temporary absence due to illness or **Injury**.

### ***Military Leave of Absence:***

If you are on a military leave of absence taken in accordance with the federal Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it (USERRA), all of your coverage may be continued for up to one week following the date you were last **Actively at Work**. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

### ***Sabbatical:***

If you are on an employer-approved sabbatical, all of your coverage may be continued for up to one month following the date you were last **Actively at Work**. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.

### ***Temporary Layoff:***

If you are temporarily laid off by the **Employer** due to lack of work, all of your coverage may be continued for up to one month following the date you were last **Actively at Work**. If the layoff becomes permanent, this continuation will cease immediately.

### ***Temporary Production Shutdown:***

If you are not at work due to a temporary production shutdown by the **Employer**, all of your coverage may be continued for up to one month following the date you were last **Actively at Work**. If the production shutdown becomes permanent, this continuation will cease immediately.

### ***Labor Strike/Labor Dispute:***

If you are not at work due to a labor strike or dispute, all of your coverage may be continued for up to one month following the date you were last **Actively at Work**. If the labor strike or dispute ends earlier, this continuation will cease immediately.

If any of the reasons for absence above apply to you, **Dependent** coverage may continue until your coverage ends.

In all other respects, the terms of you and your **Dependent** coverage remain unchanged.

Upon written request from your **Employer**, we may agree to continue your coverage for reasons other than those temporary absences above, provided your **Employer** provides a plan of continuation which applies to all **Employees** the same way.

## **Post-Termination Continuation of Coverage**

**Employee** coverage may be continued following termination of employment if you meet all of the following conditions:

## **ELIGIBILITY FOR COVERAGE (CONTINUED)**

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- a. You were **Actively at Work** on the date your employment ceases.
- b. You had been continuously covered under the **Policy** for at least 6 months prior to the date your coverage would have terminated.
- c. You are under 70 years of age.
- d. You are not pensioned or retired, as defined by your **Employer**.
- e. You are not scheduled for immediate deployment as a full-time member of the armed services of any country.

You have 31 days from the date your employment ceases to elect continuation of coverage. If you choose to continue coverage you must pay the full cost of coverage each month. The coverage will be identical to the coverage you had immediately prior to the date your employment ceased.

Coverage may be continued up to the last day of the month in which the first of the following events occurs:

- a. You have been covered under this Continuation of Coverage provision for three months.
- b. You begin work for pay or profit with another employer.
- c. You attain 70 years of age.
- d. You are pensioned or retired, as defined by your **Employer**.
- e. You enter full-time active duty as a member of the armed forces (land, water, air) of any country or international authority.
- f. You request, in writing, to cancel coverage.

Any continued coverage:

- a. Is subject to payment of the required **Premium**.
- b. Terminates if:
  - i. The **Policy** terminates.
  - ii. Your **Employer** ceases to be an **Employer** under the **Policy**.
  - iii. After you have been covered under this Continuation of Coverage provision for 31 days, we terminate your coverage.

### **Reinstatement**

If you ceased to be eligible for coverage, coverage that terminated may be reinstated if you become eligible again within 90 days from the date you were last eligible. Your reinstated coverage will be identical to the coverage you and your **Dependents** had immediately prior to termination. It will take effect on the first day of the calendar month following the date you become eligible again.

Evidence of insurability will not be required to reinstate coverage. Any Pre-existing Conditions Limitation or **Benefit Waiting Period** will apply to the same extent it would have applied before coverage terminated.

If you do not qualify for reinstatement within 90 days from the date you were last eligible, you will be treated as a new **Employee**.

### **Reemployment**

If you are rehired, you will be treated as a new **Employee**, unless your coverage may be reinstated as described in this Certificate.

## BENEFITS

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### Critical Illness Benefit

The Critical Illness Benefit will be paid if, while covered under the **Policy**, an **Insured** is diagnosed with a Covered Critical Illness as described below. The benefit payable is based on a percentage of the benefit amount in effect for the **Insured**. The benefit amount in effect is determined by the benefit amount as shown in the **Schedule of Benefits** and the result of our review of any evidence of insurability. No benefit or increase in benefit is payable for conditions diagnosed during the **Benefit Waiting Period**.

#### Covered Critical Illness

<u>Category 1 Covered Critical Illness</u>	<u>Percentage of Benefit Amount Payable</u>
Invasive Cancer	100%
Minor Cancer	25%
<u>Category 2 Covered Critical Illness</u>	<u>Percentage of Benefit Amount Payable</u>
Heart Attack	100%
Stroke	100%
Coronary Artery Disease Needing Surgery or Angioplasty	25%
<u>Category 3 Covered Critical Illness</u>	<u>Percentage of Benefit Amount Payable</u>
Coma Due to Accident	100%
Occupational HIV Infection	100%
Loss of Sight	100%
Loss of Speech	100%
Loss of Hearing	100%
Major Organ Failure	100%
End Stage Renal Failure	100%
Paralysis Due to Accident	100%
Severe Burns	100%

A benefit is payable once for a specific Covered Critical Illness.

Only one benefit is payable if the date of diagnosis of two or more critical illnesses is the same day. The single benefit paid will be for the Covered Critical Illness that provides the largest benefit amount. If the benefit amounts are equal, the benefit paid will be for the Covered Critical Illness selected by the **Employee**.

A benefit may be payable for a different Covered Critical Illness if the dates when each of the conditions is diagnosed are separated by at least 6 months:

- 6 months for a critical illness in the same category.
- 6 months for a critical illness in another category.

Any benefit payable for a critical illness in the same category is limited to the difference between the following amounts:

- 100% of the benefit amount in effect on the date when the new critical illness was diagnosed.
- the amount of the benefit previously paid.

## BENEFITS (CONTINUED)

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### Covered Critical Illness Descriptions

#### Invasive Cancer

Invasive Cancer is defined as a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The term cancer includes leukemia, lymphoma, sarcoma, and Hodgkin's disease unless excluded below.

#### *Diagnosis Requirements*

Invasive Cancer must be diagnosed by a **Specialist** according to a Pathological or Clinical Diagnosis.

a. Pathological Diagnosis

A diagnosis on a pathology report of Invasive Cancer based on a microscopic study of fixed tissue or preparations from the blood system. This type of diagnosis must be done by a **Specialist** whose diagnosis of malignancy conforms to the standards set by the American College of Pathology.

b. Clinical Diagnosis

A diagnosis of Invasive Cancer based on the study of symptoms and diagnostic test results.

We will accept a Clinical Diagnosis of Invasive Cancer only if the following conditions are met:

- i. A Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- ii. There is medical evidence to support the diagnosis; and
- iii. A **Specialist** is treating the **Insured** for Invasive Cancer.

#### *Diagnosis Date*

The date of diagnosis is the date of biopsy or other test that generates a definite diagnosis of cancer that satisfies the Invasive Cancer description.

#### *Exclusions and Limitations*

An Invasive Cancer Critical Illness Benefit will not be paid for the following cancers:

- a. All tumors which are histologically described as benign, non-malignant, pre-malignant, borderline, low malignant potential, or dysplasia (all grades) or intraepithelial neoplasia.
- b. Any lesion described as carcinoma in-situ (cancer which has not spread to neighboring tissue) that is classified as (Tis) by the AJCC Staging System.
- c. Any lesion classified as Ta by the AJCC Staging System.
- d. All non-melanoma skin cancers unless there are distant metastases.
- e. Prostate cancer that is classified as T1 by the AJCC Staging System and has a Gleason Score that is less than or equal to 6, without lymph node or distant metastasis.
- f. Any skin melanoma that is less than or equal to 1.0 mm in maximum Breslow thickness, without lymph node or distant metastasis.
- g. Thyroid cancer that is classified as T1 by the AJCC Staging System and is less than or equal to 2 cm in diameter, without lymph node or distant metastasis.

## **BENEFITS (CONTINUED)**

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### **Minor Cancer**

Minor Cancer is defined as a diagnosis of one of the following four (4) malignant cancers:

1. Carcinoma in-situ (cancer which has not spread to neighboring tissue) that is classified as (Tis) by the AJCC Staging System, of all organs except skin.
2. Malignant prostate cancer that is classified as T1 by the AJCC Staging System and has a Gleason Score that is less than or equal to 6, without lymph node or distant metastasis.
3. Malignant melanoma of that is less than or equal to 1.0 mm in maximum Breslow thickness, without lymph node or distant metastasis.
4. Malignant thyroid cancer that is classified as T1 by the AJCC Staging System and is less than or equal to 2 cm in diameter, without lymph node or distant metastasis.

#### *Diagnosis Requirements*

The diagnosis must be confirmed with a report from a **Specialist** that includes the pathology report.

#### *Diagnosis Date*

The date of diagnosis is the date of biopsy or other test that generates a definite diagnosis of cancer that satisfies the Minor Cancer description.

#### *Exclusions and Limitations*

A Minor Cancer Critical Illness Benefit will not be paid for the following:

- a. All tumors which are histologically described as benign, non-malignant, pre-malignant, borderline, low malignant potential, dysplasia (all grades) or intraepithelial neoplasia;
- b. Non-melanoma skin cancer;
- c. Carcinoma in-situ of the skin;
- d. Melanoma in-situ.

### **Heart Attack (Myocardial Infarction)**

Heart Attack (Myocardial Infarction) is defined as the ischemic death of a portion of the heart muscle due to a blockage of one or more coronary arteries. Heart Attack is a Covered Critical Illness when it is due to: coronary artery disease, hypertension, dissection or similar disease.

#### *Diagnosis Requirements*

The diagnosis must be made by a **Specialist** and based on all three of the following criteria:

1. New clinical presentation.
2. Electrocardiographic changes consistent with an evolving Heart Attack (Myocardial Infarction).
3. Serial measurement of cardiac biomarkers in the blood showing a pattern and to a level consistent with a diagnosis of Heart Attack (Myocardial Infarction).

#### *Diagnosis Date*

The date of diagnosis is the date of the Heart Attack as confirmed by a **Specialist**.

#### *Exclusions and Limitations*

A Heart Attack Critical Illness Benefit will not be paid for the following:

- a. Established or old heart attack (myocardial infarction) found on imaging or electrocardiogram.
- b. Angina.
- c. Cardiomyopathy.
- d. Myocarditis.
- e. All other forms of acute coronary syndromes.



## BENEFITS (CONTINUED)

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### Stroke

Stroke is defined as a cerebrovascular incident resulting in irreversible death of brain tissue due to intracranial hemorrhage or cerebral infarction due to embolism or thrombosis in an intra-cranial vessel. Stroke is a Covered Critical Illness when it is due to: athlerothrombosis, cardioembolic disease or hypertension or similar disease.

#### *Diagnosis Requirements*

This event must result in permanent neurological functional impairment with objective neurological abnormal signs on physical examination by a **Specialist** at least 30 days after the event. The diagnosis must also be supported by findings on brain imaging and must be consistent with the diagnosis of a new Stroke.

#### *Diagnosis Date*

The date of diagnosis is the date of Stroke as confirmed by neurological evidence.

#### *Exclusions and Limitations*

A Stroke Critical Illness Benefit will not be paid for the following:

- a. Transient Ischaemic Attacks (TIA).
- b. Brain damage due to an accident, injury or hypoxia.
- c. Vascular disease affecting the eye, optic nerve, or vestibular functions.
- d. Asymptomatic silent stroke found on imaging.

### Coronary Artery Disease Needing Surgery or Angioplasty

Coronary Artery Disease Needing Surgery or Angioplasty is defined as coronary artery disease with blockages in one or more coronary artery(s) demonstrated on cardiac catheterization coronary angiography that requires the **Insured** to undergo either coronary artery bypass surgery or coronary angioplasty.

#### *Diagnosis Requirements*

A **Specialist** must report that the **Insured** requires surgical intervention on the coronary artery(s) following clinically accepted cardiovascular surgery guidelines, either for prognostic benefit or for symptomatic coronary artery disease that cannot be adequately managed on optimal medical therapy.

#### *Diagnosis Date*

The date of diagnosis is the date the **Insured** is diagnosed with coronary artery disease that satisfies this Coronary Artery Disease Needing Surgery or Angioplasty description.

#### *Exclusions and Limitations*

A Critical Illness Benefit will not be paid for coronary artery conditions treated with non-surgical intervention procedures including, but not limited to, diagnostic coronary angiography.

### Coma Due to Accident

Coma Due to Accident is defined as a coma that results from an accidental **Injury** that occurred while covered under the **Policy**.

#### *Diagnosis Requirements*

This diagnosis must be supported by evidence of all the following:

- a. No response to external stimuli for at least 96 hours.
- b. Life support measures are necessary to sustain life.
- c. Brain damage resulting in permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

## BENEFITS (CONTINUED)

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### *Diagnosis Date*

The date of diagnosis is the date the **Insured** entered a coma that persisted continuously for at least 96 hours.

### *Exclusions and Limitations*

A Critical Illness Benefit will not be paid for the following:

- a. Coma resulting from non-accident related causes including, but not limited to, stroke and alcohol or drug abuse.
- b. Medically induced coma.

### **Occupational Human Immunodeficiency Virus (HIV) Infection Due to Accident**

Occupational Human Immunodeficiency Virus (HIV) Infection is defined as infection with the human immunodeficiency virus (HIV) resulting from an accidental **Injury** which exposed the **Insured** to HIV-contaminated blood or bodily fluids during the course of the duties of the **Insured's** normal occupation.

The **Accident** causing the infection of HIV must have occurred in the United States and while covered under the **Policy**. In addition, the **Insured** must report the **Accident** to the employer within 24 hours of the **Accident**.

### *Diagnosis Requirements*

All of the following conditions must be satisfied:

- a. A blood test showing no HIV or HIV antibodies must be carried out within 14 days of the **Accident**;
- b. Seroconversion must be proven with another HIV test within 180 days of the **Accident**, indicating presence of infection by HIV or AIDS.

### *Diagnosis Date*

The date of diagnosis is the date of the accidental **Injury** that caused the HIV infection.

### *Exclusions and Limitations*

A Critical Illness Benefit will not be paid for the following:

- a. HIV infection acquired via sexual transmission.
- b. HIV infection acquired via intravenous (IV) drug use.
- c. HIV infection determined not to be the result of an **Accident**.

### **Loss of Sight**

Loss of Sight is defined as permanent and irreversible loss of sight in both eyes. Loss of Sight is a Covered Critical Illness when it is due to an **Accident** or: cataracts, glaucoma, or macular degeneration or similar disease.

### *Diagnosis Requirements*

A **Specialist** must clinically confirm that the **Insured's** corrected visual acuity is 20/200 or less or the field of vision is less than 20 degrees in both eyes.

### *Diagnosis Date*

The date of diagnosis is the date the diagnosis of blindness is confirmed by a **Specialist**.

### *Exclusions and Limitations*

A Critical Illness Benefit will not be paid if the blindness is correctable by aides or surgical procedures.

## **BENEFITS (CONTINUED)**

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### **Loss of Speech**

Loss of Speech is defined as permanent loss of the ability to speak to the extent that the **Insured** is unintelligible to another person with normal hearing. Loss of Speech is a Covered Critical Illness when it is due to an **Accident** or: Guillain Barre syndrome or Huntington's disease chorea or similar disease.

#### *Diagnosis Requirements*

The **Insured** must be able to demonstrate that the loss has been continuous for at least 180 days. The diagnosis of loss must be made by a **Specialist**.

#### *Diagnosis Date*

The date of diagnosis is the date the diagnosis of speech loss is confirmed by a **Specialist**.

#### *Exclusions and Limitations*

A Critical Illness Benefit will not be paid for loss of speech resulting from the following:

- a. Stroke or Invasive Cancer.
- b. All psychiatric causes.

### **Loss of Hearing**

Loss of Hearing is defined as permanent reduction of hearing in both ears to a point that the **Insured** is unable to hear sounds at or below 90 decibels. Loss of Hearing is a Covered Critical Illness when it is due to an **Accident** or: bacterial meningitis or Meniere's disease or similar disease.

#### *Diagnosis Requirements*

The diagnosis must be made by a **Specialist** as diagnosed by audiometric testing.

#### *Diagnosis Date*

The date of diagnosis is the date the diagnosis of hearing loss is confirmed by a **Specialist** meeting the **Policy** description of Loss of Hearing.

#### *Exclusions and Limitations*

A Critical Illness Benefit will not be paid for hearing loss that is correctable with aids or surgery.

### **Major Organ Failure**

Major Organ Failure is defined as the failure of bone marrow, heart, liver, lung, pancreas, or small bowel. The organ failure is a Covered Critical Illness when it is due to: Hypertensive Nephropathy, Cardiomyopathy or Cirrhosis or similar disease.

#### *Diagnosis Requirements*

A **Specialist** must determine that a transplant of one or a combination of the above mentioned organs is necessary to treat organ failure in the **Insured**. The **Insured** must be included on an official USA transplant waiting list such as the United Network for Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP).

#### *Diagnosis Date*

The date of diagnosis is the date the **Insured** is placed on an official transplant list or listed with the National Marrow Donor Program.

#### *Exclusions and Limitations*

If an **Insured** is on the UNOS list for a combined transplant (example: heart and lung), a single benefit will be paid.

## BENEFITS (CONTINUED)

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A Critical Illness Benefit will not be paid when an **Insured**:

- a. Needs a transplant of any other organs, parts of organs, tissues or cells.
- b. Is registered on an official transplant list as a donor.

### End Stage Renal Disease

End Stage Renal Failure (Kidney Failure) is defined as the total and irreversible failure of both kidneys which requires permanent regular renal dialysis or a kidney transplant.

#### *Diagnosis Requirements*

A **Specialist** must confirm that either of the following is necessary:

- a. The **Insured** must undergo regular renal dialysis at least weekly.
- b. The **Insured** needs a kidney transplant and is included on an official USA transplant waiting list such as the United Network for Organ Sharing (UNOS)

#### *Diagnosis Date*

The date of diagnosis is the date a **Specialist** determines that permanent regular renal dialysis is necessary or the date the **Insured** is placed on an official transplant list.

#### *Exclusions and Limitations*

A Critical Illness Benefit will not be paid for acute reversible kidney failure that only needs temporary renal dialysis.

### Paralysis Due to Accident

Paralysis Due to Accident is defined as paralysis with quadriplegia, paraplegia, hemiplegia, or diplegia, as the result of an **Accident** that occurred while covered under the **Policy**.

#### *Diagnosis Requirements*

There must be complete and permanent loss of use of two or more limbs that is present for a continuous period of at least 180 days.

#### *Diagnosis Date*

The date of diagnosis is the date of the **Accident** that has caused the paralysis as confirmed by a **Specialist**.

#### *Exclusions and Limitations*

A Critical Illness Benefit will not be paid for paralysis resulting from causes not related to an **Accident**, including but not limited to, stroke, cancer, coma, multiple sclerosis, Parkinson's disease, ALS and other motor neuron diseases.

### Severe Burns

Severe Burns is defined as having sustained third degree burns.

#### *Diagnosis Requirements*

The third degree burns must cover at least 20% of the surface area of an **Insured's** body.

#### *Diagnosis Date*

The date a **Specialist** diagnoses the **Insured** with severe burns satisfying the Severe Burns description.

#### *Exclusions and Limitations*

A Critical Illness Benefit will not be paid when the degree of burn damage is classified as first-degree or second-degree.

## EXCLUSIONS AND LIMITATIONS

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In addition to the Exclusions and Limitations listed in the Benefits section, this section applies to all benefits under the **Policy**.

### Pre-existing Conditions Limitation

No benefit will be paid for any critical illness caused by or resulting from a pre-existing condition if it is diagnosed in the first 12 months after the **Insured's** coverage takes effect.

A pre-existing condition means an illness or **Injury** for which the **Insured** received treatment during the 12 months immediately before the **Insured's** coverage takes effect. The **Insured** is considered to have received treatment if the **Insured**:

- a. Was provided medical care or services.
- b. Was diagnosed.
- c. Had medical diagnostic testing.
- d. Received medical advice.
- e. Took prescribed drugs or medications.

### Benefit Increases

If you increase the amount of your benefit during an Annual Enrollment Period, the amount of the benefit increase will not be paid for any critical illness caused by or resulting from a pre-existing condition if it is diagnosed in the first 12 months after your increase in coverage takes effect.

A pre-existing condition means an illness or **Injury** for which you received treatment during the 12 months immediately before your increase in coverage takes effect. You are considered to have received treatment if:

- a. You were provided medical care or services.
- b. You were diagnosed.
- c. You had medical diagnostic testing.
- d. You received medical advice.
- e. You took prescribed drugs or medications.

### Exclusions

No benefit is payable for any illness, **Injury**, or disease that is not specifically named or described in the Benefits section. Further, no benefit will be paid when the **Insured** has a critical illness that is:

- a. Diagnosed before the **Insured** is covered under the **Policy**.
- b. Diagnosed after the **Insured's** coverage terminates, except as provided under the **Policy**.
- c. Diagnosed during any **Benefit Waiting Period**.
- d. Not diagnosed by a **Specialist**.
- e. Diagnosed by a physician outside the United States.
- f. Diagnosed more than once while covered under the **Policy**.
- g. Contributed to or caused by: another Covered Critical Illness, a complication of another critical illness, or treatment of another critical illness for which the **Insured** has been paid a benefit under the **Policy**.
- h. Caused wholly or partly, directly or indirectly by:
  - i. Declared or undeclared war or act of war.
  - ii. Committing or attempting to commit an assault or felony.
  - iii. Inciting or taking part in any form of public violence.
  - iv. Intentionally self-inflicted **Injury**, while sane or insane.
  - v. Full-time active duty as a member of the armed forces (land, water, air) of any country or international authority.

## **EXCLUSIONS AND LIMITATIONS (CONTINUED)**

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- vi. Being intoxicated or under the influence of alcohol, drugs or any narcotic (including overdose) unless as prescribed by or administered by a physician.
- vii. Alcoholism or drug addiction.

## GENERAL PROVISIONS

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### Notice of Claim

You must give us written notice of claim within the following time period 20 days after the date a Covered Critical Illness is diagnosed.

If you are not able to notify us within the applicable time period, then you must notify us as soon as reasonably possible. Your notice must include the claimant's name, address and the Policy Number.

### Claim Forms

Within 15 days of receiving a notice of claim, we will send you the forms needed to provide **Proof of Loss**. If we do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### Proof of Loss

**Proof of Loss** may include, but is not limited to, the following:

- a. A completed claim form.
- b. Documentation of:
  - i. The date the Covered Critical Illness began.
  - ii. The cause of the Covered Critical Illness.
  - iii. Satisfaction of the diagnosis requirements for the Covered Critical Illness.
- c. The names and addresses of all **Specialists** and other health care **Providers** for the Covered Critical Illness.
- d. Your signed authorization for us to obtain and release medical information.
- e. Any additional information required by us to make a determination on the claim.

All proof submitted must be satisfactory to us.

Written **Proof of Loss** must be given to us within 90 days after the following the date of diagnosis for a Covered Critical Illness.

If it was not possible to give us proof by the time it is due, then you must give us proof as soon as possible. Unless you, or the person who has the right to claim benefits, is not legally competent, **Proof of Loss** must be given no later than one year after it is due.

### Time Payment of Claims

We will pay benefits within 30 days after we receive all essential information needed to make a determination on the claim.

### Payment of Benefits

Benefits payable under the **Policy** will be paid directly to:

- a. You.
- b. Your legally appointed guardian if you are not legally able to accept such benefits.
- c. Your estate, in the event any payment is owed at the time of your death.

Any payment made in good faith fully discharges us to the extent of that payment.

### Physical Examination and Autopsy

We, at our own expense, have the right to have you examined as often as we may reasonably require while a claim is pending, and to require an autopsy in the case of death, unless it is forbidden by law.

## **GENERAL PROVISIONS (CONTINUED)**

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### **Examination of Specialist's Records**

We may, at our expense, examine your **Specialist's** or other **Provider's** records as often as reasonably necessary while a claim pending.

### **Right to Appeal a Denied Claim**

If you disagree with a decision on a claim, you or your representative may, within 180 days of receiving an initial denial notice appeal the decision by submitting a written request to:

**Symetra Life Insurance Company**  
**118 Third Street East**  
**P.O. Box 440**  
**Ashland, WI 54806**  
**1-800-497-3699**

Your written request should include:

- a. A statement of the reasons(s) for disagreement;
- b. Documentation of any new facts or data that apply to the claim.

If your written request for review is not received within 180 days of receiving a denial notice, you will forfeit your right to an appeal.

### **Legal Actions**

No legal action may be brought to recover a disputed claim amount under the **Policy**:

- a. Until 60 days have elapsed after **Proof of Loss** has been filed; or
- b. After the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.