ACCIDENT-ONLY COVERAGE. THIS POLICY PROVIDES SCHEDULED BENEFITS FOR COVERED ACCIDENTS ONLY. IT DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS. THERE ARE LIMITATIONS ON THE AMOUNT OF BENEFITS PAYABLE AS SHOWN ON THE INSURED SCHEDULE. COVERAGE TERMINATES AT AGE 65. PREMIUMS ARE BASED ON EACH COVERED PERSON'S ATTAINED AGE. WE HAVE THE RIGHT TO INCREASE PREMIUMS ON A CLASS BASIS BY STATE.



# **Underwritten by Reserve National Insurance Company**

Administrative Office PO Box 14327, Reading, PA 19612-4327 855.521.9366 MedMutualProtect.loomislive.com

When we use "we," "us," "Company" or "our" we mean Reserve National Insurance Company. When we use "you" or "your" we mean a Covered Person as defined in this Policy and as named on the Insured Schedule.

# INSURING AGREEMENT

Reserve National Insurance Company agrees to pay benefits upon the occurrence of Injuries received in Covered Accidents to the extent hereinafter provided, subject, however, to all the provisions, conditions, exclusions, limits of liability and other terms of this Policy.

In consideration of the payment of the premium in advance and in reliance upon the statements in the application of the Insured, a copy of which is attached and which forms a part of this Policy, the Company hereby insures those persons named on the Insured Schedule, commencing at 12:01 A.M., Standard Time, at the place where the Insured resides, on the Effective Date shown on the Insured Schedule. Upon the expiration of the initial newborn term, as shown on the Insured Schedule, this Policy, subject to the Termination provisions, may be continued in effect by the payment in advance, or within the grace period specified herein, of the premium in effect at the time of such renewal.

# IMPORTANT NOTICE

Please read the copy of the application attached to this Policy. Omissions or misstatements in the application could cause an otherwise valid claim to be denied. Carefully check the application and contact the Company within 10 days, if any information shown on it is not correct and complete, or if any past medical history has been left out of the application. The application is part of this Policy, which was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

#### NOTICE OF TEN-DAY RIGHT TO EXAMINE POLICY

You are granted a period of ten days from the date of delivery of this Policy to examine it, and if not satisfied for any reason, you may notify the Company in writing within said ten days at its Home Office. Then the Company shall refund the premium paid, and this Policy shall be void from its beginning, and you and Reserve National shall be in the same position as if it had never been issued.

THIS IS AN ACCIDENT-ONLY POLICY. IT DOES NOT PAY BENEFITS FOR SICKNESS.
READ THIS POLICY CAREFULLY WITH THE OUTLINE OF COVERAGE.

# **TABLE OF CONTENTS**

Additional Outpatient Benefits	Page 6
Additional Provisions	Page 11
Coverage for Dependent Children	Page 9
Definitions	Page 3
Emergency Room Benefits	Page 6
Exclusions	Page 7
Important Notice	Page 1
Inpatient Benefits	Page 6
Insuring Agreement	Page 1
Insured Schedule	Page 2
Maximum Allowable Amount for All Providers	Page 7
Outpatient Surgery Benefits	Page 6
	Page 10
Premium Payments	Page 8
Ten Day Right to Examine Policy	
	.\ Page 8
Uniform Provisions	Pages 9

# **INSURED SCHEDULE**

Policy Number: [00-C2-000000]
Effective Date: [January 1, 2024]

Payment Method: [Method]

Initial Term Expires: [January 1, 2025]

Payment Frequency: [Monthly]

Initial Premium: [\$0.00] Insured: [Jane Doe]

Agent: [Reserve National Agent]

# **Dependents**

[Dependent 1]

[Dependent 2]

[Dependent 3]

# **Policy Benefits and Limitations**

Benefits of this Policy for an Injury resulting from a Covered Accident. Benefits payable for an Injury are subject to the Deductible and Benefit Percentage, but not to exceed the maximum benefit amounts shown below.

# **Endorsements and Eliminations**



# **DEFINITIONS**

The following terms in this Policy are defined as follows:

**BENEFIT PERCENTAGE** means the percentage of covered Expenses Incurred for an Injury which are payable under each Expense-Based Benefits provision of this Policy. The Benefit Percentage under this Policy is shown on the Insured Schedule.

**COVERED ACCIDENT** means an accident that is caused by external and accidental means which is the proximate cause of an Injury, including acquired brain injury, and: (1) occurs after the Effective Date of this Policy; (2) occurs while this Policy is in force; and (3) is not excluded by this Policy.

#### **COVERED PERSON** includes:

- 1. Your Spouse;
- 2. Your child from the moment of birth, until the Child attains Age 26; and
- 3. An Eligible Dependent Child who is age 26 or over, who is chiefly dependent on the Insured for support and maintenance if he/she is not able to support him/herself because of mental or physical incapacity. The burden of proof that such Dependent Child is and has continued to be incapacitated rests with the Insured. The Insured must give proof of the incapacity acceptable to Us at Our home office:
  - Within 31 days after an Eligible Child would cease to be an Eligible Dependent Child: and
  - b. Later, as asked for, but not more often than once a year.

Eligible Dependent Children include natural children, stepchildren, adopted children whom the Insured is a party in suit to adopt, grandchildren, children Placed for Adoption, children appointed to Your custody, or foster children who are dependent upon You for support. Adopted children include a Child where an Eligible Person has the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of the adoption of the Child.

The end of the month in which the legal obligation terminates, the Child is no longer considered an Eligible Dependent.

#### Newborn, Adopted, Foster and Medical Support Ordered Child(ren).

Newborn — An Eligible Dependent Child(ren) born while the Insured is covered under the Policy/Certificate is covered from the moment of birth for a period of 31 days. If any additional premium is required, a notice of birth together with the additional premium must be submitted to Us within 31 days after the date of birth to continue coverage beyond the 31-day period. A newly born child of the Insured will include an adopted newborn child or a newborn child for whom the Insured is a party in suit to adopt.

Adopted – An Eligible Dependent Child(ren) for whom the Insured is a party in suit to adopt, except for an adopted newborn child (described above), while the Insured is covered under the Policy/Certificate is covered from the moment the Insured becomes a party in suit to adopt or adoption of the Dependent Child(ren). Coverage will continue unless the adoption is disrupted prior to legal adoption and the Insured is no longer a party in suit to adopt. If any additional premium is required, a notice together with the additional premium must be submitted to Us within 31 days after the date of such placement to continue coverage beyond the 31-day period.

<u>Foster</u> – An Eligible Dependent Child(ren) placed with the Insured as a foster child while the Insured is covered under the Policy/Certificate is covered from the date of placement. If any additional premium is required, a notice of placement as a foster child together with the additional premium must be submitted to Us within 31 days after the date of such placement to continue coverage beyond the 31-day period.

<u>Medical Support Ordered</u> – An Eligible Dependent Child(ren) who is the subject of a medical support order is covered under the Policy/Certificate when We receive notice of the medical support order. Within 31 days after We receive notice of the medical support order, We will complete all necessary forms and procedures to enroll the child on a permanent basis:

- 1. On application of a parent of the child, a custodial parent of the child a child support agency having duty to collect or enforce support for the child or a child over 26 years of age; and
- 2. If any required premium is paid within 31 days after We receive notice of the medical support order. However, We will not terminate coverage for such child if Our billing cycle does not coincide with this 31-day premium payment requirement until the next billing cycle has occurred and there has been nonpayment of any additional required premium within 30 days of the due date of such premium.

**CONTRACTED RATE:** Contracted rates are rates agreed to prior to the services (i.e., network contracted rates).

**DEDUCTIBLE** means the amount of covered hospital expenses that must be incurred before any Benefits for Expense-Based Benefits are payable. No benefits are payable for covered expenses making up the Deductible. The Deductible under this Policy is shown on the Insured Schedule

**EXPENSE INCURRED** means the charges actually incurred by a Covered Person for covered medical treatment that is prescribed by a Physician. Expense is considered incurred on the date treatment is provided.

**EXPERIMENTAL/INVESTIGATIONAL** means a drug, device or medical care or treatment will be considered Experimental/Investigational if:

- 1. The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the drug or device is furnished;
- 2. The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigative phase, or if such a consent document is required by law;
- Either the drug, device, medical care or treatment or the patient informed consent document utilized
  with the drug, device or medical care or treatment was reviewed and approved by the treating
  facility's Institutional Review Board or other body serving a similar function, or if federal or state law
  requires such review and approval;
- 4. Reliable Evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials; is the research, experimental study or investigative arm of ongoing Phase III clinical trials; or is otherwise under study to determine the maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.
- 5. It is an unproven service.

**HOSPITAL** means only a legally constituted institution which operates pursuant to law having facilities for the care and treatment of sick and injured persons on a resident or inpatient basis, including facilities for diagnosis and surgery under the supervision of a staff of one or more licensed Physicians and which provides 24-hour nursing service by or under the supervision of registered nurses on duty. It does not mean convalescent, rehabilitation, nursing, rest, or extended care facilities, or facilities operated exclusively for treatment of the aged, or drug or alcohol abuse, whether such facilities are operated as a separate institution or as a section of an institution operated as a Hospital.

**HOSPITAL SERVICES AND SUPPLIES** means items routinely billed by a Hospital, including: Electrocardiogram, Oxygen, Electroencephalogram, Surgical Dressings, Emergency Room, Medicine, Medical & Surgical Supplies and Equipment, Anesthetics, Drugs, X-rays, I.V. Solution, Laboratory, Transfusions (Blood not included), Antibiotics, Tissue Exam, CT Scan, Physiotherapy Service, Splints, Casts, Magnetic Resonance Imaging, PET Scan, Radiology, Pathology

**IMMEDIATE FAMILY** means the parents, spouse, children, or siblings of any Covered Person, or any person residing with a Covered Person.

INJURY means accidental bodily damage resulting directly and independently of all other causes from a Covered Accident, which occurs while the Covered Person whose Injuries are the basis of a claim is covered under this Policy, and which causes loss while this Policy is in force. An "Injury" shall be deemed to include all Injuries resulting from any one Covered Accident.

SA-2-TX

Page 4

**MEDICALLY NECESSARY** means a health care service, supply, or drug provided for the purpose of preventing, evaluating, diagnosing, or treating an illness or injury, or its symptoms, that is determined in consultation with an appropriate medical professional to be all of the following:

- A. In accordance with generally accepted standards of medical practice.
- B. Clinically appropriate, in terms of type, frequency, extent, site, and duration and considered safe and effective for the covered person's illness or injury or their symptoms.
- C. Not provided mainly for the covered person's convenience or that of the covered person's doctor or other health care provider.
- D. Not furnished solely to promote athletic achievement, a desired lifestyle, or to improve the covered person's environmental or personal comfort.
- E. As cost effective as any established alternative service, supply, or drug that is as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the covered person's illness or injury or their symptoms.

A health care service, supply, or drug will not meet this definition based solely on the fact that a doctor or health care provider of a covered person performs, provides, prescribes, orders, recommends, or approves that service, supply or drug.

**NEGOTIATED RATE:** The amount We will pay for services pursuant to an agreement between Us and an individual provider for an individual customer's services.

**OUTPATIENT SURGERY CENTER/AMBULATORY SURGERY CENTER** means a facility (other than a Hospital) whose primary function is the provision of surgical procedures on an outpatient/ambulatory basis and which is duly licensed by the appropriate state and local authority to provide such services, when operating within the scope of such license.

**OUTPATIENT SURGERY SERVICES AND SUPPLIES** means items routinely billed by an Outpatient Surgery Center/Ambulatory Surgery Center, including: Oxygen, Surgical Dressings, Medicine, Medical & Surgical Supplies and Equipment, Anesthetics, Drugs, X-rays, I.V. Solution, Laboratory, Transfusions (Blood not included), Antibiotics, Tissue Exam, CT Scan, Physiotherapy Service, Splints, Casts, Magnetic Resonance Imaging, PET Scan, Radiology, and Pathology.

**PHYSICIAN** means any duly qualified individual who is duly licensed and practicing the healing arts within the scope of his/her authority and license.

SICKNESS means any illness, infection, disease or any other abnormal physical condition that is not caused by or is not the result of an Injury. This Policy does not pay any benefits to diagnose or treat any Sickness.

**URGENT CARE FACILITY** means a licensed and certified freestanding medical facility offering unscheduled medical services for more than 8 consecutive hours that is operated by a staff of Physicians, with at least one Physician on call at all times and a licensed Physician as the facility's full-time administrator. An Urgent Care Facility is not an emergency room or outpatient department of Hospital.

# **EXPENSE-BASED BENEFITS**

If a Covered Person obtains an **Injury resulting from a Covered Accident**, while this Policy is in force, we will pay benefits as follows:

- (a) First, the **Deductible** must be **satisfied**. No benefits are payable for Covered Medical Services making up the Deductible shown on the Insured Schedule.
- (b) Then, we will pay the Benefit Percentage of the Expense Incurred for the following expenses, subject to the limitations below and not to exceed the Maximum Benefit Amount shown on the Insured Schedule:

**Expense-based benefits for a Covered Person will terminate when the Covered Person reaches age 65.** Any acceptance of premium after such date shall be for the remaining persons who qualify as Covered Persons under this Policy and any excess premium will be refunded.

**INPATIENT BENEFITS**: The following expenses, if billed by a Hospital for services while the Covered Person was a resident inpatient:

- 1. Daily room and board
- 2. Daily room or accommodation charge in a Hospital Intensive Care Unit
- 3. Use of operating, treatment or recovery room.
- 4. Hospital Services and Supplies routinely billed by the Hospital.
- 5. Treatment provided by a Physician or nursing services.
- 6. Expenses for the primary surgeon when a surgical operation is performed by a Physician. Expenses for an assistant surgeon are covered but not to exceed 25% of the benefit payable for the primary surgeon for the surgical procedure.
- 7. Expenses for the administration of anesthesia by a Physician for a surgical procedure are covered, but not to exceed 25% of the benefit payable for the primary surgeon for the surgical procedure.
- 8. Expenses for a prosthesis and orthotic devices (a replacement part or device, whether organic or inorganic, implanted in the body to perform or augment a bodily function, including artificial limbs or eyes, casts, splints, trusses or braces) including the fitting of the device and related services.

Only the services and supplies shown above are covered under this benefit.

**EMERGENCY ROOM BENEFITS:** Expenses for treatment in a Hospital emergency room are covered if treatment is received within 48 hours of the Covered Accident that caused the Injury for which treatment is received.

**OUTPATIENT SURGERY BENEFITS:** The following expenses if billed by an Outpatient Surgery Center/Ambulatory Surgery Center for:

- Expenses for the primary surgeon when a surgical operation is performed by a Physician. Expenses for an assistant surgeon are covered but not to exceed 25% of the benefit payable for the primary surgeon for the surgical procedure.
- 2. Expenses for the administration of anesthesia by a Physician for a surgical procedure are covered, but not to exceed 25% of the benefit payable for the primary surgeon for the surgical procedure.
- 3. Outpatient Surgery Services and Supplies routinely billed by the Outpatient Surgery Center/Ambulatory Surgery Center
- 4. This benefit does not include office-visit surgeries.

**ADDITIONAL OUTPATIENT BENEFITS**: If a Covered Person, incurs expenses for Outpatient Services **as a result of an Injury received in a Covered Accident**, while this Policy is in force, we will pay benefits as follows:

- (1) **Outpatient Doctor Visits:** expenses for personal treatment by a Physician in the Physician's office or a clinic;
- (2) **Outpatient X-Rays and Lab Tests:** expenses for Outpatient X-Ray, MRI, CT Scan or a laboratory test performed or directed by or under the supervision of a Physician;

- (3) **Urgent Care Services:** expenses for personal treatment by a Physician in an Urgent Care Facility;
- (4) **Ambulance Services:** expenses for ground or air ambulance transportation to or from a Hospital by a licensed ambulance service;
- (5) Physical Therapy Services: expenses for physical therapy.

**TOTAL LIFETIME MAXIMUM OUTPATIENT BENEFIT:** The total lifetime maximum amount of benefits payable in the aggregate for all covered Outpatient Services expenses for each Covered Person under this Policy are limited to \$1,000,000.00.

# MAXIMUM ALLOWABLE AMOUNT FOR ALL PROVIDERS

Providers who have not established a separate Contracted Rate or Negotiated Rate with Us may charge more than We determine to be a Maximum Allowable Amount for covered services and supplies. Covered Charges will be limited to what We determine to be the Maximum Allowable Amount. A Covered Person may be billed by the Provider for the portion of the bill We do not cover, in addition to any other applicable fees including, but not limited to, any Coinsurance, Copayment, Deductible, and any portion above the Plan Limit.

For goods and services provided by a provider, facility or supplier including, but not limited to, professional, Inpatient and Outpatient claims, the Maximum Allowable Amount is the lesser of:

- 1. Billed charges; or
- 2. The Negotiated Rate; or
- 3. If a Negotiated Rate is not available, in accordance with the following methodologies:

Two and half times the amount, as would be allowed to the facility or provider by Medicare, or an equivalent of what Medicare would allow based on the use of Medicare data and independent relative value unit or other data, for the goods and services reported on the claim, established utilizing the most currently available Medicare, provider-specific or facility-specific orthopedic schedules and methodologies, or available industry data sources.

# **EXCLUSIONS**

This Policy does not cover any loss caused by, resulting from, relating to or contributed to by:

- (a) war or any act of war, or suffered while serving in the armed forces of any country or international authority at war, whether war is declared or not (we will return pro-rata premium for any period not covered by this Policy while you are in such service);
- (b) suicide or attempted suicide, while sane or insane, or any intentionally self-inflicted injury;
- (c) drug abuse, drug overdose, or being under the influence of illegal narcotics or controlled substance unless administered or prescribed by a Physician;
- (d) intoxication or alcoholism;
- (e) any Sickness, as defined herein, or declining process caused by a Sickness, including physical or mental infirmity;
- (f) participation in a felony or attempted felony, whether charged or not, riot or insurrection;
- (g) Injury sustained while in or on any aircraft or in falling or descending therefrom, including by parachute or otherwise, except while using a pass or paying a fare and riding as a passenger on a common carrier licensed by the appropriate authority and operated by a licensed pilot on a regularly scheduled flight between established airports;
- (h) bacterial infections, except infections that occur with and through a cut or wound received in a Covered Accident;
- (i) hernia;
- (j) any Injury sustained by you while driving in any race or speed test or while testing an automobile or motorcycle on any race track or speedway;

- (k) participation in any rodeo, skydiving, parachuting, parasailing or scuba diving, whether as a vocation, avocation or hobby;
- (I) expenses incurred to the extent benefits are actually paid by Medicare;
- (m) charges that a Covered Person is not legally required to pay or that would not have been made if no insurance coverage had existed;
- (n) treatment received in a United States Government for which a Covered Person is not required to pay;
- (o) treatment, services or supplies that are not Medically Necessary
- (p) Experimental or Investigational treatment;
- (q) operating a taxi or any other passenger transportation services for wage, compensation, or profit;
- (r) treatment, services or supplies provided at no cost to the Covered Person; or
- (s) any amount in excess of the Maximum Allowable Amount.

# **TERMINATION**

Termination is without prejudice to any continuous loss which commenced while the policy was in force. A Covered Person's coverage will terminate upon the earlier of:

- (a) At 12:01 A.M., Standard Time, at the place where the Insured resides, at the end of the 31-day grace period following the due date of any premium for that Covered Person which is not paid:
- (b) For a dependent child, the date provided in the Coverage for Dependent Children provision; or
- (c) The Covered Person's 65th birthday;
- (d) The date we receive a request from you to terminate this policy or any later date stated in your request; or
- (e) The date there is fraud or a material misrepresentation made by or with the knowledge of a Covered Person in filing a claim for policy benefits.

# **PREMIUM PAYMENTS**

- (a) All premiums are payable in advance to us at our Home Office. The payment of any premium shall not maintain the insurance under any Policy in force beyond the day immediately preceding the due date of the next premium except as hereinafter provided in the Grace Period provision.
- (b) Premiums may be changed. Premiums for this Policy are based on the attained age of each Covered Person, and each Covered Person's premium will increase following his/her birthday. Premiums may also increase at any time due to the Company changing its table of rates applicable on a class basis in your state. Classes may be determined according to sex, attained age, smoking status and the Insured's state of residence. We will give you 31 days notice before any such premium change.

#### COVERAGE FOR DEPENDENT CHILDREN

- (a) The coverage on any dependent child shall cease on the child's 26<sup>th</sup> birthday or upon the child's marriage, whichever occurs first. Our acceptance of premium after such date shall be for the remaining persons who qualify as Covered Persons under this Policy and any excess premium will be refunded.
- (b) Coverage may be continued for any covered dependent child regardless of age who: (1) is incapable of self-sustaining employment by reason of mental retardation or physical handicap; (2) became so incapacitated prior to age 26; and (3) is dependent on the Insured for support and maintenance. You must furnish us proof of such incapacity and dependency after 31 days of the child's 26<sup>th</sup> birthday. After the two-year period following the child's 26<sup>th</sup> birthday, proof of continued incapacity and dependency must be furnished at our request, but no more often than annually.

#### **UNIFORM PROVISIONS**

- **1. ENTIRE CONTRACT; CHANGES**: This Policy together with the application, endorsements, benefit agreements, riders and attached papers, if any, is the entire contract of insurance. No change in the Policy shall be valid until approved in writing by a Vice President, the Secretary or the President of the Company, and signed at our Home Office. Such approval must be noted on or attached to this Policy. No agent may change this Policy, and no agent may waive any of its provisions.
- 2. TIME LIMIT ON CERTAIN DEFENSES: After two years from the Effective Date of this Policy, no misstatement of a Covered Person, except a fraudulent misstatement made in the application, shall be used to void this Policy. After two years from the Effective Date of the coverage with respect to any claim which is made, no misstatement of any Covered Person, except a fraudulent misstatement contained in a written instrument signed by a Covered Person, shall be used to deny a claim for loss incurred commencing after expiration of such two years.
- **3. GRACE PERIOD:** There will be a grace period of 31 days for payment of each premium falling due after the first premium. This Policy will stay in force during the grace period.
- **4. REINSTATEMENT:** This Policy will lapse if you do not pay the premium before the end of the grace period. If we, or any agent authorized by us to accept premium later accepts premium and does not require an application for reinstatement, such acceptance shall reinstate this policy. If we, or such agent require an application for reinstatement and issue a conditional receipt for the premium tendered, this Policy shall be reinstated upon our approval of such application. If we do not approve it, this Policy shall be reinstated on the 45th day of such conditional receipt, unless we give you prior written notice of disapproval. The reinstated Policy shall cover only loss due to an Injury occurring after the date of reinstatement. In all other respects you and the Company shall have the same rights under this Policy as were in effect before it lapsed unless special conditions are added in connection with the reinstatement. Premium accepted in connection with this provision shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days before the date of reinstatement.
- **5. NOTICE OF CLAIM:** You must give us written notice of claim. It must be given within 20 days after a covered loss occurs or starts, or as soon as you reasonably can. You may give the notice or you may have someone do it for you. Such notice should give your name and policy number. Notice should be mailed to us at our home office or to any authorized agent.
- **6. CLAIM FORMS:** When we receive your notice, we will send you forms for filing proof of loss. If we do not send them within 15 days, you can meet the proof of loss requirement by giving us a written statement of what happened. This statement should include the type of and extent of the loss you incurred. We must receive this statement within the time given for filing proof of loss.
- **7. PROOF OF LOSS**: You must give us written proof of your loss within 90 days after the date of loss or as soon as you reasonably can. Proof must be furnished no later than 12 months from the time the proof of loss is required to be provided except in the absence of legal capacity.
- **8. TIME OF PAYMENT OF CLAIMS:** We will pay you upon receipt of due written proof of loss for benefits provided under this Policy. However, a benefit that is payable by periodic payments, subject to due written proof of loss, shall be paid monthly. Any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of due written proof.

- **9. PAYMENT OF CLAIMS:** (a) Subject to the Direct Payment of Hospital, Medical Services provision, benefits will be paid to the Insured. Loss-of-life benefits, if any, are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at the Company's option, either to the Insured's beneficiary or estate. (b) If benefits are payable to the Insured's estate or a beneficiary who cannot execute a valid release, we can pay benefits up to \$1,000.00 to someone related to the Insured or beneficiary by blood or marriage whom we consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.
- **10. PHYSICAL EXAMINATION AND AUTOPSY**: We, at our expense, may have you or your dependent examined when and as often as we may reasonably require while a claim is pending. We may also have an autopsy performed at our expense unless prohibited by law.
- **11. LEGAL ACTIONS:** No action at law or in equity may be brought to recover on this Policy within 60 days after written proof of such loss has been given as required by the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be given.
- **12. CHANGE OF BENEFICIARY:** Unless you make an irrevocable designation of beneficiary, only you shall have the right to change the beneficiary. Consent of the beneficiary shall not be required to make any change in this policy. Also, no such consent shall be required for surrender or assignment of this policy.

#### **POLICY PROVISIONS**

- 1. MISSTATEMENT OF AGE: If the age of a covered person has been misstated, all benefits payable to that person shall be in the amount the premium paid would have brought at the correct age. If a Covered Person's age has been misstated on the Covered Person's application for coverage under this policy, any future premiums will be adjusted and past premiums will be refunded or owed to us based on the Covered Person's correct age. If a Covered Person's age has been misstated and we would not have issued coverage for that Covered Person, we will refund the premium paid minus any benefit amounts paid by us, and coverage would be void from the effective date.
- **2. UNPAID PREMIUM:** Any due and unpaid premium for this Policy may be deducted from its benefits then payable.
- **3. ILLEGAL OCCUPATION:** We shall not be liable for any loss to which a contributing cause was your commission or attempt to commit a felony. We shall not be liable for a loss to which a contributing cause was your participation in an illegal job.
- **4. INTOXICANTS AND NARCOTICS**: We will not be liable for any loss sustained or contracted in consequence of a Covered Person being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician.
- **5. CONFORMITY WITH STATE STATUTES**: The provisions of this Policy must conform with the laws of the state in which you reside on the date of issue. If any do not, they are hereby amended to conform.
- **6. INCENTIVES:** We may provide, or partner with other organizations that provide, monetary incentives to our covered persons if they select high quality, lower cost providers.
- **7.TEXAS HEALTH AND HUMAN SERVICES COMMISION** In the event that the Texas Health and Human Services Commission is paying benefits on behalf of an Insured Person, We will pay benefits under the Policy for the Insured Person to the Texas Health and Human Services Commission.
- **8. PAYMENT TO MANAGING CONSERVATOR OF AN INSURED ELIGIBLE DEPENDENT CHILD(REN)** (applicable only if the Child(ren) Rider has been elected.) For a minor child who otherwise qualifies as a Dependent Child of the Insured, benefits may be paid on behalf of such child to a person who is not the Insured if an order issued by a court of competent jurisdiction in this or any other state appoints such person the possessory or managing conservator of the Dependent Child.

To be entitled to receive benefits, a possessory or managing conservator of the Eligible Dependent Child must submit to Us with the claim application written notice that such person is the possessory or managing conservator of the Eligible Dependent Child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as a possessory or managing conservator or other evidence designated by rule of the Texas Health and Human Services Commission that the person qualifies to be paid the benefits. Such requirements shall not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Insured Person where the Insured Person has paid any portion of a medical bill that would be covered under the terms of the Policy.

#### ADDITIONAL PROVISIONS

**A. DIRECT PAYMENT OF HOSPITAL, MEDICAL SERVICES**: Subject to any written direction of the Insured, all or any portion of any indemnities provided hereunder on account of hospital, nursing, medical or surgical services may, at our option, and unless the Insured requests otherwise, not later than the time of filing proofs of such loss, be paid directly to the Hospital or person rendering such services.

**B. ALTERNATIVE DISPUTE RESOLUTION:** If a dispute arises between a Covered Person and the Company concerning the payment or non-payment of benefits under this Policy, either party may request that the dispute be referred to mediation. Such a request must be submitted to the other party in writing and must include a description of the issue(s) in dispute. The parties will then contact the American Arbitration Association, which will appoint a mediator who is experienced in resolving health insurance disputes.

If the decision of the mediator is in favor of the Covered Person, the Company will accept the decision as binding and pay the cost of the mediator and any experts he/she consults with.

If the decision of the mediator is in favor of the Company, the Company will pay the cost of the mediator and any medical experts it consults with.

This provision will not affect any right of a Covered Person under the Legal Actions provision of this Policy or applicable law.

- **C. CANCELLATION:** This Policy may not be canceled by us, nor by you, during a period for which the premium has been paid and officially accepted by us.
- **D. COOPERATION PROVISION:** When a loss occurs, each Covered Person or their representative must promptly:
  - 1. Sign, date and deliver to us an authorization which may be needed to obtain relevant information from doctors, hospitals and other third parties;
  - 2. Answer any relevant questions, under oath, which we may ask about the loss;
  - 3. Furnish a copy of any relevant document that pertains to the loss; and
  - 4. Furnish any other assistance which we may reasonably require to process the claim.

IN WITNESS WHEREOF, Reserve National Insurance Company has caused this Policy to be issued as of the Effective Date, and to be executed by its President and Secretary at its Home Office at 601 East Britton Road in the City of Oklahoma City, Oklahoma.

Secretary

President

Chulis & Stale



THIS SPACE INTENTIONALLY LEFT BLANK



# MEDMUTUAL PROTECT®

A Medical Mutual\* Company

Underwritten by Reserve National Insurance Company
Administrative Office
PO Box 14327, Reading, PA 19612-4327
855.521.9366 MedMutualProtect.loomislive.com

**ACCIDENT ONLY POLICY** 

SA-2-TX