

**GUARANTEE TRUST LIFE INSURANCE COMPANY**  
1275 Milwaukee Avenue, Glenview, Illinois, 60025

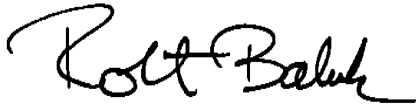
**ORIGINAL**

This Policy is issued to the Policyholder by Guarantee Trust Life Insurance Company (herein referred to as We, Us, Our) on the Policy Effective Date at 12:01 a.m. standard time at Policyholder's address. The Policyholder and Policy Effective Date are shown on the Schedule of Benefits.

This Policy is governed by the laws of the State where it is issued and is a legal contract between Us and Policyholder.

We hereby insure Eligible Persons of the Policyholder for whom premium has been timely paid. Eligible Persons are defined on the Schedule of Benefits. We agree to pay benefits set forth in the Policy. Benefit payment is governed by the terms of this Policy.

**READ YOUR POLICY CAREFULLY.**



Secretary



President

**ONE YEAR NON-RENEWABLE TERM**

**BLANKET ACCIDENT POLICY**

**NON-PARTICIPATING**

**LIMITED BENEFIT, PLEASE READ CAREFULLY**

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**TABLE OF CONTENTS**

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	Page		Page
<b>Definitions</b> .....	3	<b>Claim Provisions</b>	
<b>Conditions of Insurance</b>		Notice of Claim.....	13
Eligibility.....	8	Claim Forms.....	13
Effective Date.....	8	Proof of Loss.....	13
Termination.....	8	Time of Payment of Claims.....	13
<b>Scope of Coverage</b> .....	9	Payment of Claims.....	13
<b>Accidental Death, Dismemberment, and Loss of Sight Benefit</b> .....	10	Physical Examination and Autopsy..	14
<b>Accident Medical Expense Benefits</b> .....	10	Legal Actions.....	14
<b>Exclusions</b> .....	11	Subrogation.....	14
<b>Premium</b>		<b>General Provisions</b>	
Payment of Premium.....	12	Entire Contract; Changes.....	15
Due Date.....	12	Incontestability.....	15
Change to Premium.....	12	Insurance Class.....	15
Grace Period.....	12	Clerical Error.....	15
		Information and Records.....	15
		Non-Participating.....	15
		Conformity with State Statutes.....	15
		Certificate of Insurance.....	15
		<b>Schedule of Benefits</b> .....	16

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## DEFINITIONS

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**Accident:** A sudden, unforeseeable, external event which results in an Injury.

**Ambulance:** A vehicle which is licensed solely as an ambulance by the local regulatory body to provide:

1. transportation to a Hospital; or
2. transportation from one Hospital to another for those individuals who are unable to travel to receive medical care by any other means.

Air ambulance charges are only eligible for transportation from the site of an Emergency to the nearest appropriate facility or from facility to facility.

**Ambulatory Surgical Facility:** A facility which meets licensing and other legal requirements and which:

1. Is equipped and operated to provide medical care and treatment by a Doctor;
2. Does not provide services or accommodations for overnight stays;
3. Has a medical staff that is supervised full time by a Doctor;
4. Has full-time services of a licensed registered nurse (R.N.) at all times when patients are in the facility;
5. Has at least one operating room and one recovery room and is equipped to support any surgery performed;
6. Has X-ray and laboratory diagnostic facilities;
7. Maintains a medical record for each patient; and
8. Has a written agreement with at least one Hospital for the immediate transfer of patients who develop complications or need confinement.

**Benefit Period:** The number of days following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of Injury and ends on the last day of the Benefit Period. The Benefit Period is shown on the Schedule of Benefits.

**Covered Activity:** Any activity which the Policyholder requires the Covered Person to attend, or any activity of the Policyholder's school, including field trips, which is under the sole control and supervision of the Policyholder, but not including activities which are under the sponsorship or supervision arrangement with any non-Policyholder group

**Covered Charge:** The Reasonable and Customary charge for a service or supply listed in this Policy which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

**Covered Person:** A person:

1. who is eligible for coverage as an Eligible Person, or has been automatically added; ;
2. who has been accepted for coverage;
3. for whom the required premium has been paid;
4. whose coverage has become effective and has not terminated.

**Deductible:** A dollar amount of Covered Charges the Covered Person must pay before We pay any benefits under this Policy. The Deductible is shown on the Schedule of Benefits.

**Designated Vehicle:** A Motor Vehicle designated by and under the direct supervision of the Policyholder and operated by a properly licensed adult driver which transports Covered Persons to and from Covered Activities.

**Doctor:** A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and who is not a Family Member.

**Eligible Person:** An Eligible Person, as defined by the Policyholder, is shown on the Schedule.

**Emergency:** An Injury for which the Covered Person seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that, without immediate medical care, the Covered Person could reasonably expect that:

1. his or her life or health would be in serious jeopardy; or
2. his or her bodily functions would be seriously impaired; or
3. a body organ or part would be seriously damaged.

**Experimental/Investigational:** 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; or
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 investigational phase or if such a consent document is required by law; or
3. 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; or
4. reliable evidence shows that the drug, device or medical care or treatment:
  - a. is the subject of ongoing Phase I or Phase II clinical trials; or
  - b. is the research, experimental study or investigational arm of on-going Phase III clinical trials; or
  - c. is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis; or
  - d. reliable evidence shows that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.

Reliable evidence means only:

1. published reports and articles in authoritative medical and scientific literature; or
2. written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or
3. the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment.

Covered Charges will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

**Family Member:** A person who is related to the Covered Person in any of the following ways: spouse, domestic or civil union partner (as defined, and as permitted, by law), brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child).

**Hospital:** An institution licensed, accredited or certified by the State which:

1. is accredited by the Joint Commission on Accreditation of Healthcare Organizations; and
2. provides 24-hour nursing service by registered nurses (R.N.); and
3. mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
4. maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

The term Hospital also includes tax-supported institutions which are not required to maintain surgical facilities.

The term Hospital does not include a place, special ward, floor or other accommodation used for:

1. custodial or educational care; or
2. rest; or
3. the aged; or
4. a nursing home;

or an institution mainly rendering treatment or services for mental illness or substance abuse.

**Hospital Confined/Hospital Confinement:** Confinement in a Hospital for at least 18 consecutive hours by reason of an Injury for which benefits are payable.

**Initial Treatment Period:** The number of days following an Injury during which the Covered Person must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

**Injury:** Bodily injury due to an Accident which:

1. results directly and independently of disease, bodily infirmity, or any other causes; and
2. solely, directly and independently of all other causes, results in medical expense; and
3. occurs after the effective date of the Covered Person's coverage under this Policy; and
4. occurs while this Policy is in force.

All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

**Insured Percent:** The percentage of Covered Charges We pay for each Injury. The Insured Percent is shown on the Schedule of Benefits.

**Intensive Care Unit:** A specifically designed facility of the Hospital that provides the highest level of medical care; and which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured; and under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care Unit does not mean any of these step-down units: progressive care; sub-acute intensive care; intermediate care units; private monitored rooms; observation units; or other facilities which do not meet the standards for Intensive Care.

**Maximum Benefit Amount:** The maximum amount of benefits We will pay for any one Injury under the Accident Medical Expense Benefit. The Maximum Benefit Amount is shown on the Schedule of Benefits.

**Medically Necessary:** A treatment, drug, device, procedure, supply, or service that is necessary and appropriate for the diagnosis or treatment of an Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply, or service shall not be considered as Medically Necessary if it:

1. is Experimental/Investigational or for research purposes; or
2. is provided solely for education purposes or the convenience of the Covered Person, the Covered Person's family, Doctor, Hospital or any other provider; or
3. exceeds, in scope, duration, or intensity, that level of care that is needed to provide safe, adequate, and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care; or
4. could have been omitted without adversely affecting the person's condition or the quality of medical care; or
5. involves the use of a medical device, drug, or substance not formally approved by the United States Food and Drug Administration; or
6. involves a service, supply, or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
7. can be safely provided to the patient on a less cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

We reserve the right to determine whether a service, supply, or drug is Medically Necessary.

**Network:** a Network consists of medical providers of services that a carrier offers its member access to and the right to receive discounted medical services from these providers.

**Mental or Nervous Disorder:** Any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to the Covered Person.

**Motor Vehicle:** Any registered motorized vehicle or conveyance with four or more wheels which is designated for travel on public roads or property and is not otherwise excluded.

**Off-Season Physical Conditioning:** School/team sanctioned and supervised off-season workouts and training for covered student athletes.

**Orthopedic Appliances:** Any supportive device or appliance used in treating the Covered Person's Injury.

**Other Valid and Collectible Insurance Coverage:** Any reimbursement for or recovery of any element of Covered Charges incurred available from any other insurance, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise policy of accident or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical or other health services. Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services or injuries or diseases related to the Covered Person's job to the extent that he actually received benefits under a Worker's Compensation Law. If the Covered Person enters into a settlement to give up his or her rights to recover future medical expenses that would have been payable except for that settlement.

**Physical Therapy:** Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage.

**Policyholder:** The entity to which this Policy is issued.

**Policy Year:** The period of 12 months following the Policy's Effective Date.

**Prescription Drugs:** Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for the Covered Person's outpatient use.

**Reasonable and Customary Charges, Fees, or Expenses:** The most common charge for similar professional services, drugs, procedures, devices, supplies, or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

1. the actual amount charged by the provider; or
2. the negotiated rate; or
3. the charge which would have been made by the provider (Doctor, Hospital, etc.) for a comparable service or supply made by other providers in the same Geographic Area as reasonably determined by Us for the same service or supply.

"Geographic Area" means the three-digit zip code prefix in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device, drug, or supply.

**Residence:** The home and land or property on which the Covered Person's dwelling or home is located.

**Sound Natural Teeth:** Natural teeth, the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

**Urgent Care Center:** The provision of immediate medical service offering outpatient care for the treatment of acute and chronic illness and injury.

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## CONDITIONS OF INSURANCE

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### ELIGIBILITY

Eligible Persons are eligible to enroll for coverage under this Policy.

We maintain the right to investigate eligibility status to verify that eligibility requirements are met. If We discover that eligibility requirements are not met, Our only obligation is to refund any premium paid for that person, less any claims paid.

### EFFECTIVE DATE

**Policyholder:** This Policy shall be effective, subject to the receipt of premium, on the later of:

1. the Effective Date shown on the application; or
2. the date We approve the application.

The Effective Date is shown on the Schedule of Benefits.

**Covered Person:** Coverage is effective, subject to receipt of premium, on the later of:

1. the Policy Effective Date; or
2. the date the Eligible Person is eligible;
3. the date of enrollment.

### TERMINATION

**Policyholder:** This Policy is issued for the term stated on the Schedule of Benefits, on the Effective Date of this Policy.

**Covered Person: Football Only Coverage.** Coverage will terminate at the earlier of:

1. the date the Policy terminates; or
2. the date the Insured ceases to be a member of the Policyholder's football team; or
3. the last day of regularly scheduled football activity; or
4. the date the Insured ceases to be an Eligible Person; or
5. the end of the period for which any applicable premium has been paid.

**Covered Person: All Sports Coverage:** Coverage will terminate at the earlier of:

1. the date the Policy terminates; or
2. the date the Insured ceases to be a member of the Policyholder's sports teams; or
3. the last day of regularly scheduled sports activity in which the Insured participates; or
4. the date the Insured ceases to be an Eligible Person; or
5. the end of the period for which any applicable premium has been paid.

**Covered Person: School-Time Student Accident Coverage.** Coverage will terminate at the earlier of:

1. the date the Policy terminates; or
2. the date the Insured ceases to be an Eligible Person; or
3. the end of the period for which any applicable premium has been paid.

**Covered Person: 24-Hour-A-Day Accident Coverage.** Coverage will terminate at the earlier of:

1. the date the Policy terminates; or
2. the date the Insured ceases to be an Eligible Person; or
3. the end of the period for which any applicable premium has been paid; or

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force.

We have the right to terminate the coverage of any Insured who submits a fraudulent claim under the Policy.



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## SCOPE OF COVERAGE

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Subject to the Eligibility, Effective Date, and Termination provisions a Covered Person will be covered for Accidental Injury that occurs while insured as elected by the Policyholder.

**Football Only Accident Coverage:** If this option is shown on the application, Covered Person(s) will be covered for Injury which is incurred while the Covered Person is participating in football competitions as described in Scope of Coverage on the Schedule of Benefits which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association or organization. This includes related:

1. pre-competition activities; and
2. practice sessions; and
3. sponsored team travel authorized, organized, and supervised by the Policyholder.

Coverage is also provided while traveling directly and uninterruptedly to or from the location designated by the Policyholder for football competitions, in a Designated Vehicle.

**All Sports Accident Coverage:** If this option is shown on the application Covered Person(s) will be covered for Injury which is incurred while the Insured Covered Person is participating in athletic competitions as described in Scope of Coverage on the Schedule of Benefits, which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association or organization. This includes related:

1. pre-competition activities; and
2. practice sessions; and
3. sponsored team travel authorized, organized, and supervised by the Policyholder;

Coverage is also provided while traveling directly and uninterruptedly to or from the location designated by the Policyholder for athletic competitions, in a Designated Vehicle.

**School-Time Student Accident Coverage:** If this option is shown on the application Covered Person(s) will be covered for Injury which is incurred while the Covered Person is:

1. on the Policyholder's premises:
  - a. during the hours and on the days when Policyholder is in session, including one hour before and after; or
  - b. during the hours and on the days when Policyholder is not in session while the Covered Person is participating in or attending any Covered Activity.
2. away from the Policyholder's premises while participating in or attending any Covered Activity, or traveling to and from such activity in a Designated Vehicle, whether or not such Policyholder is in session.
3. traveling directly and uninterruptedly to or from the Covered Person's Residence to attend regular Policyholder sessions.

**24-Hour-A-Day Accident Coverage:** If this option is shown on the application Covered Person(s) will be covered for Injury which is incurred on a 24-hour-per-day basis.

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## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

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If Injury from an Accident results in a loss covered by this benefit, We will pay the benefit in the amount set opposite such loss, as shown on the Schedule of Benefits. Such loss must occur within 365 days of such Accident. If the Covered Person sustains more than one such loss as the result of one Accident, We will pay only one amount, the largest to which the Covered Person is entitled.

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Severance means the complete separation and dismemberment of the part from the body.

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

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## ACCIDENT MEDICAL EXPENSE BENEFITS

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Subject to the definitions, limitations, exclusions, and other provisions of the Policy, We will pay benefits, as defined and limited below, for Covered Charges incurred by the Covered Person due to Injury.

Covered Charges are payable only for an Injury:

1. for which the first treatment or service is incurred within the Initial Treatment Period; and
2. for which expense for all treatment or service is incurred within the Benefit Period.

Coverage will not be excluded because an Insured had a previous injury that was reinjured during a covered activity unless that person was participating against doctor's orders.

Covered Charges are shown on the Schedule of Benefits.

### No Other Valid and Collectible Insurance Coverage

We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury.

### Other Valid and Collectible Insurance Coverage

We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance Coverage on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury.

If Other Valid and Collectible Insurance Coverage provides benefits on an excess coverage basis, Our plan will pay first, if it has been in effect for the longer period of time at the date of such Injury. If Other Valid and Collectible Insurance Coverage provides benefits on an excess coverage basis, Our plan will pay secondary, if the other plan has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the Covered Person's entitlement to Other Valid and Collectible Insurance Coverage will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance Coverage is made by or on behalf of the Covered Person.

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## EXCLUSIONS

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This Policy does not provide benefits for:

1. Treatment, services, or supplies which:
  - a. are not Medically Necessary; or
  - b. are not prescribed by a Doctor as necessary to treat an Injury; or
  - c. are determined to be Experimental/Investigational in nature; or
  - d. are received without charge or legal obligation to pay; or
  - e. are received from persons employed or retained by the Policyholder or any Family Member, unless otherwise specified; or
  - f. are not specifically listed as Covered Charges in this Policy; or
2. Intentionally self-inflicted Injury; or
3. Injury received while violating or attempting to violate any duly enacted law; or
4. Injury by acts of war, whether declared or not; or
5. Injury received while traveling or flying by air, except as a fare-paying passenger on a regularly scheduled commercial airline; or
6. Injury covered by Workers' Compensation or the Occupational Disease Law; or
7. Services of an assistant surgeon or Doctor when surgery is performed; or
8. Suicide or attempted suicide; or
9. any penalty imposed by Other Valid and Collectible Insurance or Plan for failure to follow plan procedures; or
10. Dental treatment, except as specifically stated; or
11. Eyeglasses, contact lenses, routine eye exams or prescriptions therefore; or
12. Hernia, any type; or
13. Injury sustained fighting or brawling, except in self-defense; or
14. Prescription Drugs, crutches, braces, artificial limbs, etc., except as specifically stated; or
15. Loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or
16. Loss resulting from the use of any drug or agent classified as narcotic, psycholytic, psychedelic, hallucinogenic, or having a similar classification or effect, unless prescribed by a Doctor; or
17. Injury sustained while operating, riding in or upon, mounting or alighting from, any two- or three- or four- wheeled recreational motor/engine driven vehicle, or snowmobile, or all-terrain vehicle (ATV); or
18. Injury sustained while participating in or practicing for senior high interscholastic tackle football, including grade 9 if playing with grade 10 or above, including travel, unless optional coverage has been purchased; or
19. Treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay; or
20. Cosmetic or plastic surgery, except for reconstructive surgery on an injured part of the body; or
21. Treatment of illness, disease or infections, except infections which result from an accidental Injury or infections which result from accidental, involuntary or unintentional ingestion of a contaminated substance.

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## PREMIUM

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**Payment of Premium/Due Date:** All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our home office prior to the start of the term for which coverage is selected. In no event will coverage become effective prior to the date of enrollment and receipt of the required premium at Our home office, or by Our agent.

**Returned or Dishonored Payment:** If a check in payment for the Premium is dishonored for insufficient funds, a reasonable service charge may be charged to You which will not exceed the maximum specified under state law. A dishonored check shall be considered a failure to pay Premium and coverage shall not take effect.

**Change to Premium:** We may change the required premium at any time when any change affecting the rates is made to the Policy. Such change in the Policy will not take effect until any additional required premium is received by Us, except as otherwise agreed to in writing by Policyholder and Us.

**Grace Period:** We allow a grace period of 31 days for the payment of premium after the first premium. Coverage is in force during the grace period. If, at least 60 days prior to the premium due date, We send written notice to You of Our intent not to renew this Policy, then the grace period will not apply to any period after the date the non-renewal is to be effective. If You send written notice to Us of Your intent not to renew this coverage, then the grace period will not apply after the date the non-renewal is to be effective.

Coverage terminates on the last day for which premium is paid.

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## CLAIM PROVISIONS

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**Notice of Claim:** Written notice of claim must be given to Us or Our authorized representative within 60 days after a covered loss starts, or as soon thereafter as is reasonably possible. Notice should include information sufficient to identify the Covered Person.

**Claim Forms:** The Company, upon receipt of written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**Proof of Loss:** Written Proof of Loss must be given to the Company or its authorized representative within 90 days after the covered loss. If Proof of Loss is not given within 90 days, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible. In any case, the proof required must be given no later than one year from the time specified except in the absence of legal capacity.

**Time of Payment of Claims:** Benefits for any loss, other than loss for which this Policy provides any periodic payment, will be paid immediately upon, or within 30 days after, receipt of due written Proof of Loss. When this Policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper Proof of Loss.

We will pay or deny the claim not later than 30 days after receipt of the claim. If We deny a claim, We will notify the provider and the Covered Person. The notice shall state, with specificity, why We denied the claim. However, if We determine that reasonable supporting documentation is needed to establish Our responsibility to make payment, We shall pay or deny the claim not later than 45 days after receipt of the claim. Not later than 30 days after receipt of the claim, We shall notify all relevant external sources that the supporting documentation is needed.

The number of days that elapse between Our last request for supporting documentation within the 30 day period and Our receipt of all of the supporting documentation that was requested shall not be counted for purposes of determining Our compliance with the time period of not more than 45 days for payment or denial of a claim. If We request additional supporting documentation after receiving the initially requested documentation, the number of days that elapse between making the request and receiving the additional supporting documentation shall be counted for purposes of determining Our compliance with the time period of not more than 45 days.

If We deny a claim, We shall notify the provider and the Covered Person. The notice shall state, with specificity, why We denied the claim.

**Complaints:** If you disagree with our claim determination, write to us and we will review Your claim. Such request must include the following information:

1. Your name;
2. Policy number;
3. Other identifying information found on the notice from us, if any;
4. A brief summary of the issues in conflict; and
5. Any information, documents, or comments that you want us to take into consideration.

The results of this review will be sent to you within thirty (30) days following our receipt of your request.

**Payment of Claims:** Benefits payable under this Policy for loss of life will be paid to the Covered Person's next of kin and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits remaining unpaid at the time of the Covered Person's death may, at Our option, be paid to the Covered Person's next of kin or to the Covered Person's estate. All other benefits will be payable to the Covered Person.

If any indemnity of this Policy shall be payable to the estate of the Covered Person or to an Covered Person who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the Covered Person or of the legal or natural guardian of the Covered Person, if the Covered Person is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service may, at the Company option, and unless the Company is requested in writing not later than the time for filing proofs of loss, be paid directly to the hospital or person rendering such services; but it is not requested that the services be rendered by a particular Hospital or person.

**Physical Examination and Autopsy:** At Our own expense, We shall have the right and opportunity to examine the Covered Person as We may reasonably require while a claim is pending. At Our own expense, We may also have the right to make an autopsy in the case of death, where it is not prohibited by law.

**Legal Actions:** A legal action may not be brought to recover on this Policy within 60 days after written proof of loss has been given as required. No such action may be brought after three years from the time written proof was required to be given.

**Subrogation:** When benefits are paid to or for the Covered Person under the terms of this Policy, We shall be subrogated, unless otherwise prohibited by law, to the rights of recovery of such Covered Person against any person who might be acknowledged as liable or found legally liable by a Court of competent jurisdiction for the Injury that necessitated the hospitalization or the medical or surgical treatment for which benefits were paid. Such subrogation rights shall extend only to Our recovery of the benefits We have paid for such hospitalization and treatment, and We shall pay the fees and costs associated with such recovery.

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## GENERAL PROVISIONS

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**Entire Contract; Changes:** This Policy, including the application, endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

Our failure to enforce any Policy provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are, or are not, the same.

We have full, exclusive, and discretionary authority to determine all questions arising in connection with the Policy, including its interpretation.

**Time Limit On Certain Defenses:** After 2 years from the Effective Date of issue of this Policy, no misstatements, except fraudulent misstatements, made by You in the application for such coverage shall be used to void the Policy or to deny a claim for loss incurred commencing after the expiration of such 2 year period.

**Adjustment Due To Misstatement Of Age:** If premiums vary by age, an adjustment will be made in the event a Covered Person's age has been misstated. Premiums will be adjusted according to the Covered Person's correct age. Any adjustment of benefits due to the correction of age will also be made

**Incontestability:** All statements made in an application by the Policyholder are, in the absence of fraud, representations and not warranties. No statement shall be used to contest this Policy, the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

**Insurance Class:** Policyholder may set forth in its application Insurance Classes of Eligible Persons. The Policyholder shall notify Us when a change of Insurance Class occurs for the Covered Person.

**Clerical Error:** If a clerical error is made so that an otherwise Eligible Person's coverage does not become effective, coverage may be in effect if:

1. the Policyholder makes a written request for coverage on a form approved by Us; and
2. any premium not paid because of the error is paid in full from the effective date of coverage.

We reserve the right to limit retroactive coverage to two months preceding the date the error was reported.

If a clerical error is made so that the coverage is in effect for a person who is not eligible, an adjustment will be made to correct the error. Any Premium refund will be reduced by any payment made for claims. If claims paid exceed the Premium refund, the Policyholder shall reimburse Us for the overpayment.

**Information and Records:** The Policyholder shall provide Us information necessary to administer coverage under the Policy. Information is required when an Eligible Person becomes covered, when changes in amounts of coverage occur, and when the Covered Person's coverage terminates.

**Non-Participating:** The Policy is non-participating. It does not share in Our profits or surplus earnings.

**Conformity with State Statutes:** If any provision of this Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

**Certificate of Insurance:** Where required by law, We will send to the Covered Person an individual certificate. The certificate will outline the insurance coverage under the Policy and to whom benefits are payable.

## SCHEDULE OF BENEFITS

### POLICYHOLDER INFORMATION

<b>Policy Number:</b>	<b>SEE ATTACHED APPLICATION</b>
<b>Policyholder:</b>	<b>SEE ATTACHED APPLICATION</b>
<b>Policy Effective Date:</b>	<b>SEE ATTACHED APPLICATION</b>
<b>Policy Term:</b>	<b>SEE ATTACHED APPLICATION</b>
<b>Eligible Persons:</b>	Students who are enrolled and attending the Policyholder's School as Full-time students.
<b>Scope of Coverage:</b>	<ul style="list-style-type: none"> <li>• Football Only Accident Coverage: High school interscholastic tackle football grades 10-12 (including grade 9 if playing or practicing with grades 10 through 12).</li> <li>• All Sports Accident Coverage: All interscholastic sports, except high school interscholastic tackle football grades 10-12 (including grade 9 if playing or practicing with grades 10 through 12).</li> <li>• School-Time Student Accident Coverage.</li> <li>• 24-Hour-A-Day Accident Coverage.</li> </ul>
<b>Covered Person Effective Date:</b>	The date premium is received by Us or Our Representative, but not prior to the opening day of School, except in the case of All Sports Accident Coverage and Football Only Accident Coverage, in which case coverage will begin on the first official day of practice.

### ACCIDENTAL DEATH AND DISMEMBERMENT AND LOSS OF SIGHT BENEFIT

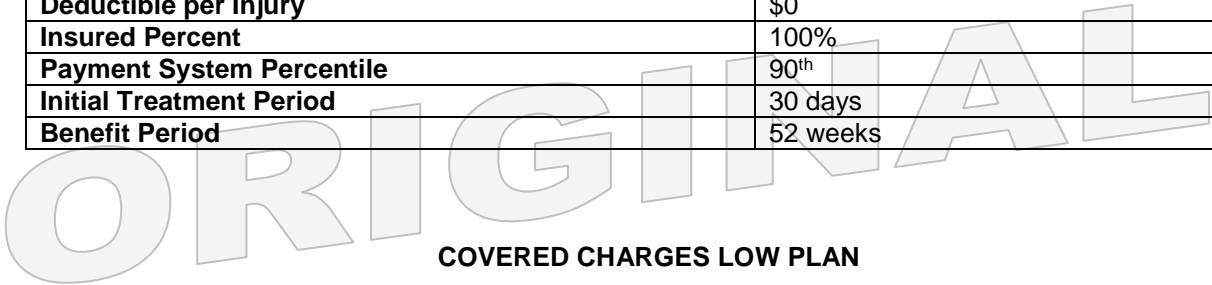
The losses listed below are payable per Covered Person per Accident, unless specified otherwise in the Policy.

Loss of Life	\$2,000
Loss of Both Hands	\$10,000
Loss of Both Feet	\$10,000
Loss of the Entire Sight of Both Eyes	\$1,000
Loss of One Hand or One Foot	\$1,000



**ACCIDENT MEDICAL EXPENSE BENEFITS**

<b>Maximum Benefit Amount, Per Injury</b>	\$25,000
<b>Deductible per Injury</b>	\$0
<b>Insured Percent</b>	100%
<b>Payment System Percentile</b>	90 <sup>th</sup>
<b>Initial Treatment Period</b>	30 days
<b>Benefit Period</b>	52 weeks



**COVERED CHARGES LOW PLAN**

Treatment, services, or supplies incurred for:
• Hospital room and board, and general nursing care, limited to a maximum of \$150 per day.
• Hospital miscellaneous expense, limited to a maximum of \$1,000.
• Doctor's fees for surgery, in accordance with the Surgical Schedule, using \$80 per unit value.
• Anesthesia services, limited to 25% of the surgical schedule allowance.
• Non-surgical Doctors' visits, including Physical Therapy, up to \$25. Physical Therapy is limited to a maximum of 3 visits.
• Hospital Emergency care, limited to a maximum of \$150.
• Imaging procedures, including x-rays and interpretation, limited to a maximum amount of \$100.
• MRI/CAT scan, up to a maximum benefit of \$125.
• Ambulance expense, limited to a maximum of \$100.
• Orthopedic Appliances furnished by the Hospital, limited to a maximum of \$100.
• Dental treatment, for Injury to Sound Natural Teeth, limited to \$200 per tooth, up to a maximum of \$600.

**COVERED CHARGES HIGH PLAN**

Treatment, services, or supplies incurred for:
• Hospital room and board, and general nursing care, limited to a maximum of \$300 per day.
• Hospital miscellaneous expense, limited to a maximum of \$2,000.
• Doctor's fees for surgery, in accordance with the Surgical Schedule, using \$160 per unit value.
• Anesthesia services, limited to 25% of the surgical schedule allowance.
• Non-surgical Doctors' visits, including Physical Therapy, up to \$50. Physical Therapy is limited to a maximum of 3 visits.
• Hospital Emergency care, limited to a maximum of \$300.
• Imaging procedures, including x-rays and interpretation, limited to a maximum amount of \$200.
• MRI/CAT scan, up to a maximum benefit of \$250.
• Ambulance expense, limited to a maximum of \$200.
• Orthopedic Appliances furnished by the Hospital, limited to a maximum of \$200.
• Dental treatment, for Injury to Sound Natural Teeth, limited to \$400 per tooth, up to a maximum of \$1,200.

# ORIGINAL

## SURGICAL SCHEDULE

For any surgical operation or procedure not specifically named or excluded, We will pay an amount which shall be determined on the basis of the gravity and severity of the unnamed operation as compared to the below named operations, using the 1974 Revision of the May 10, 1969, Relative Value Studies published by the California Medical Association.

<u>Procedure</u>	<u>Unit Value</u>
Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and /or extremities (including hands and feet); 2.6 cm to 7.5 cm (12002) .....	0.65
Open treatment of nasal fracture; uncomplicated (21325) .....	2.7
Closed treatment of clavicular fracture; with manipulation (23505) .....	1.8
Closed treatment of humeral shaft fracture; with manipulation, with or without skeletal traction (24505) .....	3.3
Closed treatment of distal radial fracture (e.g., Colles or Smith type) or epiphyseal separation, with or without fracture of ulnar styloid; with manipulation (25605) .....	2.7
Closed treatment of metacarpal fracture, single; with manipulation, each bone (26605) .....	1.6
Closed treatment of phalangeal shaft fracture, proximal or middle phalanx, finger or thumb; without manipulation, each (26720) .....	0.75
Closed treatment of femoral shaft fracture, with manipulation, with or without skin or skeletal traction (27502) .....	4.75
Closed treatment of tibial shaft fracture (with or without fibular fracture); with manipulation, with or without skeletal traction (27752) .....	4.0
Closed treatment of fracture great toe, phalanx or phalanges; with manipulation (28495) .....	0.7
Arthroscopy, knee, surgical, with meniscectomy (medial OR lateral, including any meniscal shaving) (29881) .....	10.0
Arthroscopically aided anterior cruciate ligament repair/ augmentation or reconstruction (29888) .....	17.0
Open treatment of acromioclavicular dislocation, acute or chronic; (23550) .....	8.0
Crainiectomy or craniotomy, exploratory; infratentorial (posterior fossa) (61305) .....	23.0
Repair, extensor tendon, finger, primary or secondary: with free graft (includes obtaining graft) each tendon (26420) .....	4.2
Open treatment and/or reduction of vertebral fracture(s) and/or dislocation(s), posterior approach, one fractured vertebrae or dislocated segment; lumbar (22325) .....	15.0

## GUARANTEE TRUST LIFE INSURANCE COMPANY PRIVACY NOTICE

At Guarantee Trust Life Insurance Company (GTL) we know the importance of the right to privacy. That's why protecting the information that personally identifies each and every one of our valued insurance customers is high priority, and a matter we take very seriously.

Our primary goal is, and will continue to be, providing competitive, fairly priced, and exceptional quality insurance products to meet the short-term and long-term financial needs of our customers. From life and health insurance to credit life and credit disability insurance, getting people the protection they need is not just a job to us. It is a privilege.

While the personal, financial and medical information shared with us (from applying for coverage, to filing a claim) is the cornerstone to providing the high-quality insurance protection and service our customers have come to know and expect, be assured that information, unique to our insurance customers, is kept secure, confidential and used expressly for the purpose of conducting our insurance relationship with them. Remember, protecting our customer's privacy is not only our priority...it's a promise.

The following is a summary of our privacy policy and practices. It tells you about the kinds of personally identifiable information we collect, disclose or share with others.

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### **INFORMATION WE COLLECT AND SOURCES OF INFORMATION**

In order for GTL to provide and administer the insurance products we offer, we collect personal information about the customer. Some of the information we collect is "nonpublic". The nonpublic personal information we collect is obtained from the following sources:

- Information we receive on the application for insurance or other forms (*such as name, address, telephone number, age, social security number, and beneficiary designation.*)
- Information about our customer's transactions with us and our affiliates (*such as the type of insurance product purchased, the premium paid, the method of purchase, and payment history.*)
- Information we receive from third party reports, (*such as consumer-reporting/credit agencies, motor vehicle records, and medical information. All medical information we receive is subject to the Medical Confidentiality rules described below.*)

### **INFORMATION WE DISCLOSE**

GTL does not disclose any nonpublic personal information about our customers or former customers to anyone without providing notice of the customer's rights to either opt out or opt in the sharing of personal information, except as permitted or required by law.

We may also disclose all of the information we collect, as described above, with the following:

- Affiliates – We may share information with our affiliates. Our affiliates offer products and services that may complement insurance purchases and we believe may be of interest to our customers.
- Service Providers – We may share information with companies engaged to perform services on our behalf, such as third party administrators and vendors hired to effect, administer or enforce a transaction a customer requests or authorizes; to develop or maintain computer software; or to perform market research.
- Joint Marketing – We may share information with companies that perform marketing services on our behalf or to other financial institutions with which we have a joint marketing agreement.

### **MEDICAL CONFIDENTIALITY**

All medical information is kept confidential. We will not use or share, internally or with third-parties, our customer's medical information except for the purposes of:

- Underwriting;
- Administering the policy or claim;
- As permitted or required by law; or
- As authorized by the customer.

### **SECURITY AND CONFIDENTIALITY OF CUSTOMER INFORMATION**

We restrict access to nonpublic personal information about our customers to those employees (or people working on our behalf under confidentiality agreements) who need to know the information in order to provide products and services. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard all nonpublic personal information.

**GTL**  
Guarantee Trust Life Insurance Company  
1275 Milwaukee Avenue  
Glenview, Illinois 60025  
1-800-338-7452  
Visit us at: [www.gtlic.com](http://www.gtlic.com)

**Notice Concerning Coverage  
Limitations and Exclusions Under the Ohio  
Life and Health Insurance Guaranty  
Association Act**

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.**

**Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.**

**Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.**

**Ohio Life and Health Insurance Guaranty Association  
5005 Horizons Drive, Suite 200  
Columbus, Ohio 43220**

**Ohio Department of Insurance  
50 W. Town Street  
Third Floor, Suite 300  
Columbus, Ohio 43215**

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

(please turn to back of page)

## COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract; if they are insured under a group insurance contract, issued by a member insurer; or if they are the payee or beneficiary of a structured settlement annuity contract. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does **not** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

## LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000, except as specified below, no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. The association will not pay more than \$100,000 in cash surrender values, \$500,000 in major medical insurance benefits, \$300,000 in disability or long-term care insurance benefits, \$100,000 in other health insurance benefits, \$250,000 in present value of annuities, or \$300,000 in life insurance death benefits. Again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages, the association will pay a maximum of \$300,000, except for coverage involving major medical insurance benefits, for which the maximum of all coverages is \$500,000.

*Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act:* For unallocated annuities that fund governmental retirement plans under §§401, 403(b) or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual, except as noted above. For covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

**For more information about the Ohio Life & Health Insurance Guaranty Association, visit our website at: [www.olhiga.org](http://www.olhiga.org)**

## NOTICE OF GRIEVANCE PROCEDURES

If You are aggrieved by a claim decision of Guarantee Trust Life Insurance Company up to 4 levels of appeals may be pursued. Levels I, II, and III form the Internal Grievance Review process conducted by Us. The Level IV appeal is the Ohio External Review process. This Ohio External Review process is available for appeals regarding a denial of coverage due to lack of medical necessity and may be used after the completion of the internal appeal process.

**LEVEL 1:** You may request an appeal of an action or decision of within 90 days of the event giving rise to the appeal. The appeal request should be submitted in writing to Us at the address and telephone number listed on Your coverage identification card. The request for an appeal should include:

- a statement that this is a request for an appeal;
- the name and relationship of the person making the appeal;
- the reason for the appeal;
- any information that might help resolve the issue;
- the date of the service or claim; and
- if possible, a copy of the Explanation of Benefits.

We will review all materials, make a decision, and respond to You in writing within 30 days of receipt of the completed information needed to respond to the appeal.

**LEVEL 2:** If you are dissatisfied with the results of the Level 1 review of Your grievance, You, Your medical provider or Your personal representative, on Your behalf, may request a 2<sup>nd</sup> Level Grievance Review within 90 days of receiving the Level 1 decision.

The request for an appeal should include:

- a statement that this is a request for a Level 2 appeal and the date of the Level 1 determination;
- the name and relationship of the person making the appeal;
- the reason for the Level 2 appeal, including any substantive additional information not previously submitted

A decision will be made by a Supervisor within 30 calendar days after receiving your second level Grievance Review request. We will advise You of Our decision.

**Level 3:** If you are dissatisfied with the results of the Level 2 review of Your grievance, You, Your medical provider or Your personal representative, on Your behalf, may request a 3<sup>rd</sup> level Grievance Review within 90 days of receiving the Level 2 decision.

The request for an appeal should include:

- a statement that this is a request for a Level 3 appeal and the date of the Level 2 determination;
- the name and relationship of the person making the appeal;
- the reason for the Level 3 appeal, including any substantive additional information not previously submitted

A decision will be made by a Claim Manager and/or Vice-President of Claims within 30 calendar days after receiving your second level Grievance Review request. We will advise You of Our final decision.

### **Administrator Contact Information:**

You may submit Your appeal request for formal Grievance Review to the following address:

Ms. Tina Tobias  
Manager, Claims Department  
Guarantee Trust Life Insurance Company  
1275 Milwaukee Avenue  
Glenview, IL 60025  
800-338-7452

## OHIO EXTERNAL REVIEW

### GENERAL EXTERNAL REVIEW

You or Your authorized representative may request an external review of a coverage denial if both of the following are the case:

- We have denied, reduced, or terminated coverage for what would be a covered health care service except that We have determined that the health care service is not medically necessary.
- Except in the case of an expedited review, the proposed service, plus any ancillary services and follow-up care, will cost You more than five hundred dollars (\$500) if the proposed service is not covered by Us.

If You have a terminal condition, We will follow the External Review for Experimental or Investigative Treatment procedures detailed in such section of these Procedures.

A request for a General External Review will not be granted in any of the following circumstances:

- You have failed to exhaust Our internal review process.
- You have previously been afforded an external review for the same denial of coverage, and no new clinical information has been submitted to Us.

We will deny a request for a General External Review if it is requested later than 60 days after notice has been sent regarding a final determination of the internal appeal process. A General External Review may be requested by You, an authorized person, Your provider, or a health care facility rendering health care service to You. You may request a review without the approval of the provider or the health care facility rendering the health care service. The provider or health care facility may not request a review without Your prior consent.

A General External Review must be requested in writing, except that if You have a condition that requires Expedited Review, the review may be requested orally or by electronic means. When an oral or electronic request for review is made, written confirmation of the request must be submitted to Us not later than 5 days after the request is made.

A request for a General External Review must be accompanied by written certification from Your provider or the health care facility rendering the health care service to You that the proposed service, plus any ancillary services and follow-up care, will cost You more than \$500 dollars if the proposed service is not covered.

Except in the case of an expedited review, the independent review organization will issue a written decision not later than 30 days after the filing of the request. The independent review organization will send a copy of its decision to Us and to You. If Your provider or the health care facility rendering health care services to You requested the review, the independent review organization will also send a copy of its decision to Your provider or the health care facility.

We will provide any coverage determined by the independent review organization's decision to be Medically Necessary, subject to the other terms, limitations, and conditions of the insured's policy or certificate.

### EXTERNAL REVIEW OF DENIAL OF EXPERIMENTAL OR INVESTIGATIVE TREATMENT FOR TERMINAL CONDITIONS

You or Your authorized representative may request an external review of a coverage denial if all of the following are the case:

- You have a terminal condition that, according to the current diagnosis of Your physician, has a high probability of causing death within 2 years.
- You request a review not later than 60 days after notice from Us regarding a final determination of the internal appeal process.
- Your physician certifies that You have a terminal condition as described above and any of the following situations are applicable:
  - Standard therapies have not been effective in improving Your condition.
  - Standard therapies are not medically appropriate for You.
  - There is no standard therapy covered by Us that is more beneficial than therapy recommended by your physician.

- Your physician has recommended a drug, device, procedure, or other therapy that the physician certifies, in writing, is likely to be more beneficial to You, in the physician's opinion, than standard therapies, or You have requested a therapy that has been found in a preponderance of peer-reviewed published studies to be associated with effective clinical outcomes for the same condition.
- You have been denied coverage by Us for a drug, device, procedure, or other therapy recommended or requested, and has exhausted Our internal review process.
- The drug, device, procedure, or other therapy, for which coverage has been denied, would be a covered health care service except for Our determination that the drug, device, procedure, or other therapy is experimental or investigational.

A review must be requested in writing, except that if Your physician determines that a therapy would be significantly less effective if not promptly initiated, the review may be requested orally or by electronic means. When an oral or electronic request for review is made, written confirmation of the request must be submitted to Us not later than 5 days after the oral or written request is submitted.

When You meet the criteria set forth above You have the opportunity to have Our decision to deny coverage reviewed under this Process. You will be notified of that opportunity within 30 business days after We deny coverage.

Except in the case of an expedited review, the independent review organization will issue a written decision not later than 30 days after the filing of the request. The independent review organization will send a copy of its decision to Us and to You. If Your provider or the health care facility rendering health care services to You requested the review, the independent review organization will also send a copy of its decision to Your provider or the health care facility.

The independent review organization will provide Us with the opinions of a panel of up to 3 experts. We will make the experts' opinions available to You and Your physician, upon request.

The opinion of the majority of the experts on the panel is binding on Us with respect to You. We will provide any coverage determined by the independent review organization's decision to be Medically Necessary, subject to the terms, limitations, and conditions of Your policy or certificate. If the opinions of the experts on the panel are evenly divided as to whether the therapy should be covered, Our final decision will be in favor of coverage. If less than a majority of the experts on the panel recommend coverage of the therapy, We may, in Our discretion, cover the therapy.

If Our initial denial of coverage for a therapy recommended or requested is based upon an external, independent review of that therapy meeting the requirements as stated above, this review process shall not be a basis for requiring a second external, independent review of the recommended or requested therapy.

At any time during the external, independent review process, We may elect to cover the recommended or requested health care service and terminate the review. We will notify You and all other parties involved by mail or, with consent or approval, by electronic means.

## **EXPEDITED REVIEW**

For an expedited review, Your provider must certify that Your condition could, in the absence of immediate medical attention, result in any of the following:

- Placing the health of You or, with respect to a pregnant woman, the health of the unborn child, in serious jeopardy;
- Serious impairment to bodily functions;
- Serious dysfunction of any bodily organ or part.

The independent review organization will issue a written decision not later than seven days after the filing of the request for an Expedited Review.