

**NORTH CAROLINA – MANDATORY MIDDLE OPTION**

**ACCIDENT MEDICAL BENEFIT**

**Scope of Coverage Applicable to Accident Medical Benefits**

Any benefit limits and benefit percentages apply, unless otherwise specified, on a per Insured Person – per Covered Loss basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Total Maximum for all Accident Medical Benefits	\$25,000
First Covered Expenses must be incurred within	60 days after the Covered Accident
Benefit Period	52 weeks from the date of the Covered Accident
Deductible	\$0
Deductible applies to	each Covered Accident
Deductible must be satisfied within	52 weeks from the date of the Covered Accident

**MIDDLE OPTION**

**Covered Expenses**

**Benefit Percentage and Other Limits**

Determination of the amount of each Covered Expense, and where applicable, each Usual and Customary Charge, will be made solely by the Company.

**Expanded Medical Benefit For Covered Sports Conditions** 100% of Usual and Customary Charges

Covered Sports Conditions bursitis; sprains; hernia; muscle tears; tendonitis; and repetitive motion injuries

**Heart and Circulatory Conditions** 100% of Usual and Customary Charges

Covered Heart and Circulatory Conditions heat exhaustion; heart attack; cardiac arrest, stroke; burst aneurysm

**Inpatient Hospital Services**

Room and Board Expenses

Semi-Private Room \$200 per day

**Miscellaneous Expenses** \$1,000 per day

Physician's Visits (limited to one visit per day) \$50 first day/\$30 each subsequent day

**Ambulatory Medical Center** \$1,000 maximum

**Emergency Room Treatment** (treatment must be rendered within 72 hours from the time of the injury) \$250 maximum

Surgery \$1,000 maximum

\*Allowance is calculated: 100% of Usual and Customary Charges for the 1<sup>st</sup> procedure, 50% of Usual and Customary Charges for the 2<sup>nd</sup> procedure, and 25% of Usual and Customary Charges for each additional procedure when performed through different incisions/portals.

Assistant Surgeon 100% of Usual and Customary Charges

\*Allowance is calculated: 25% of the surgical maximum for the surgery performed as indicated above.

Anesthesia and its Administration 100% of Usual and Customary Charges

\*Allowance is calculated: 25% of the surgical maximum for the surgery performed as indicated above.

Outpatient Physician Visits (limited to one visit per day) \$50 first day/\$30 each subsequent day

**Outpatient X-ray** \$400 maximum

**Outpatient Diagnostic Imaging Services** \$400 maximum

**Outpatient Laboratory** \$150 maximum

**Outpatient Physiotherapy** (limited to one visit per day) \$40 first day/\$30 each subsequent day, 5 day maximum

(includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment)

**Ambulance Services (Air and Ground)** \$500 maximum

**Medical Equipment Rental (Includes Orthopedic devices)** \$100 maximum

**Dental Services** \$300 per tooth

**Prescription Drugs** \$100 maximum

**Consultant** \$400 maximum

**Replacement of Eye Glasses, Contact Lenses or Hearing Aids** 100% of Usual and Customary Charges

# North Carolina Mandatory Exclusions

## COMMON EXCLUSIONS

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In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the Description of Benefits Section or Conditions of Coverage Section:

1. intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy. The definition of war and acts of war do not include acts of terrorism;
5. flight in, boarding or alighting from an Aircraft, except as a passenger on a regularly scheduled commercial airline;
6. travel in any Aircraft owned, leased operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
7. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
8. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
9. services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act;
10. operating any type of vehicle or Conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Insured Person has been provided a written warning against operating a vehicle or Conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the state in which the Covered Loss occurred;
11. the Insured Person's intoxication. The Insured Person is conclusively deemed to be intoxicated if the level in His blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether He is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the Insured Person's intoxication;
12. an Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;
13. participating in any hazardous activities, including the sports of snowmobile, ATV (all terrain or similar type wheeled vehicle), personal watercraft, sky diving, scuba diving, skin diving, hang gliding, cave exploration, bungee jumping, parachute jumping or mountain climbing;
14. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice unless it occurs during treatment of a Covered Injury; or
15. benefits will not be paid for services or treatment rendered by any person who is:
  - a. employed or retained by the Policyholder;
  - b. living in the Insured Person's household;
  - c. an Immediate Family Member, including domestic partner, of either the Insured Person or the Insured Person's Spouse; or
  - d. the Insured Person.

## EXCLUDED EXPENSES

The following will not be considered Medically Necessary Covered Expenses unless coverage is specifically provided:

1. cosmetic surgery, except for reconstructive surgery needed as the result of a Covered Injury;
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment of supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;
3. examination or prescriptions for, or purchase, repair or replacement of wheelchairs, braces, appliances, orthopedic braces, or orthotic devices;
4. treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
5. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
6. repair or replacement of existing artificial limbs, eyes and larynx.

In no event will the Company's total payments for the Insured Person or exceed the Total Maximum for all Accident Medical Benefits shown in the *Schedule of Benefits*.