



**MEDICO™**  
**INSURANCE COMPANY**

**A STOCK INSURANCE COMPANY**

1515 South 75th Street • Omaha, Nebraska 68124 • 1-800-228-6080

## DENTAL, VISION AND HEARING EXPENSE POLICY

**CAUTION: The issuance of this policy is based upon your responses to the questions on your application. A copy of your application is attached to the policy. If your answers are incorrect or untrue, we may have the right to deny benefits or rescind your policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact us at the address shown above.**

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.** If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from us.

This policy is a legal contract between you and us. **READ YOUR POLICY CAREFULLY.** Also, read the copy of your application and the policy Schedule. If there is any error or omission, tell us. We will make any needed change.

The first premium you, the Insured, paid before the Policy Date (and the copy of your attached application), put this policy in force as of the Policy Date. That date is shown in the Schedule. The Schedule is attached and is a part of this policy.

Insuring Clause: We agree to provide the benefits set out in this policy for any insured loss. This agreement is subject to all of the provisions of the policy. A "loss" is an expense you incur for care or services this policy covers and that you receive after the Policy Date and while the policy is in force.

### PART A PLEASE READ — 30-DAY RIGHT TO RETURN

Please read your policy. If you are not satisfied, send it back to us, or to the Producer who sold it to you, within 30 days after you receive it. We will return your money. That will mean your policy was never in force.

### PART B GUARANTEED RENEWABLE SUBJECT TO OUR LIMITED RIGHT TO CHANGE PREMIUMS

We guarantee to renew your policy for life as long as the premium is paid within the allowable time. We do have the right to change your premium as stated below.

Premium Change: We can change your premium only if we do the same to all policies of this form issued to persons of your class. "Class" means the factors of age, gender, underwriting class and geographic area of your state of residence that determined your premium rate when coverage was issued. If we make a change, it will not be based on any physical impairment you might have or any claims you have incurred under this policy. If it is necessary to change the premium for your policy, we will notify you at least 30 days before your premium is due. Any change in the premium will be subject to prior approval by the Oregon Insurance Division.

**NOTICE TO BUYER: This policy may not cover all of the costs incurred by you during the period of coverage. You are advised to carefully review all policy limitations in Parts C and J.**

## LIMITED BENEFIT INSURANCE POLICY FOR DENTAL, VISION AND HEARING EXPENSES

## ALPHABETICAL GUIDE TO YOUR POLICY

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### PART C EXCEPTIONS AND LIMITATIONS

We will NOT pay benefits for the following items and/or services during the first six months following the Policy Date:

1. root canals; or
2. existing eyeglasses or contact lenses (including the renewal or changing of prescriptions).

We will NOT pay benefits for the following items and/or services during the first Policy Year:

1. bridges, crowns, full dentures or partials, any work relating to replacement of natural teeth which were missing at the time coverage becomes effective, "full mouth" extractions or fluoride treatments; or
2. existing hearing aids.

We will NOT pay benefits for:

1. any loss resulting from war, declared or undeclared;
2. any intentionally self-inflicted Injury;
3. any loss to which a contributing cause was your commission of or attempt to commit a felony or your being engaged in an illegal occupation;
4. any expense for which payment is provided under Medicare;
5. any services that are not recommended by a Physician, as defined by this policy;
6. any Experimental or Investigational procedure or treatment;
7. orthodontic treatment;
8. any expenses incurred for the diagnosis or treatment of temporomandibular joint disorder (TMJ), unless benefits are otherwise required by your state;
9. expenses incurred for surgical procedures (other than outpatient dental surgery) performed on an inpatient or outpatient basis (including any surgical procedure performed in the treatment of cataracts);
10. charges for radial keratotomy (RK), automated lamellar keratoplasty (ALK), conductive keratoplasty (CK) or other cosmetic procedures;
11. prescription drugs;
12. charges in excess of Reasonable and Customary Charges;
13. treatment or diagnosis received while outside the territorial limits of the United States;
14. services for which you are not liable or for which no charge normally is made in the absence of insurance; and
15. loss that occurs while this policy is not in force.

### PART D POLICY YEAR DEDUCTIBLE AND MAXIMUM BENEFIT

There is a Policy Year Deductible which is shown in the Schedule. After the Policy Year Deductible has been met, benefits are limited to the Policy Year Maximum Benefit shown in the Schedule.

### PART E DEFINITIONS

**Audiologist:** A person duly licensed and legally entitled to practice audiology at the time and in the state or jurisdiction in which services are performed, other than a member of the insured person's Immediate Family.

**Covered Expenses:** Expenses for necessary medical and dental services or supplies prescribed by a Physician. They may not be more than the Reasonable and Customary Charges for such services or supplies. Covered Expenses for services or supplies will be deemed to be incurred on the date or dates such services or supplies are received by you. Covered Expenses must be incurred while this policy is in force.

**Dentist:** A person duly licensed and legally entitled to practice dentistry at the time and in the state or jurisdiction in which services are performed, other than a member of the insured person's Immediate Family.

**Experimental or Investigational:** The use of a treatment (drugs, devices or procedures) for a specific condition when all of the following are true:

1. the safety and effectiveness of a device is not proven; that is, pre-market approval has not been granted (devices only);
2. benefits to at least one-third of subjects are not documented in controlled clinical trials published in peer-reviewed English language medical journals; and
3. the treatment is not generally accepted medical practice as determined by review of peer-reviewed English language medical literature or authoritative medical journals or publications.

**Immediate Family:** Your spouse, parent, child, brother or sister, or any person living with you.

**Injury:** A bodily Injury caused directly by an accident, independent of sickness, disease, bodily infirmity or any other cause, occurring on or after the Policy Date and while coverage is in force. See the Exceptions and Limitations Section for Injuries not covered by this policy.

**Medically Necessary:** A service or care:

1. required for the treatment or management of a medical symptom or condition;
2. which is the most efficient and economical care or service which can be safely provided in keeping with current medical practices;
3. not administered solely for the convenience of an insured person or any provider; and
4. which is prescribed by a Physician.

**Medicare:** The "Health Insurance for the Aged Act," Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended.

**Ophthalmologist:** A Physician duly licensed and legally entitled to practice ophthalmology at the time and in the state or jurisdiction in which services are performed, other than a member of the insured person's Immediate Family.

**Optometrist:** A Physician duly licensed and legally entitled to practice optometry at the time and in the state or jurisdiction in which services are performed, other than a member of the insured person's Immediate Family.

**Physician:** A licensed practitioner of the healing arts acting within the scope of his/her license, other than a member of the insured person's Immediate Family. Physician includes a licensed Dentist, Optometrist, Ophthalmologist, or Audiologist.

**Policy Date:** The date on which this policy first became effective. That date is shown on the Schedule.

**Policy Renewal Date:** The month and day your policy's premium is due. The frequency of the Policy Renewal Date can vary depending on the premium payment option you selected. This is shown on the Schedule.

**Policy Year:** The year beginning on the Policy Date and on each following policy anniversary of the Policy Date.

Policy Year Deductible: The dollar amount for which you are responsible during each Policy Year. The amount of the Policy Year Deductible is shown in the Schedule.

Policy Year Maximum Benefit: The maximum benefit we will pay during any Policy Year. This amount is shown in the Schedule.

Producer: A person required to be licensed under the laws of the state to sell, solicit or negotiate insurance.

Reasonable and Customary Charge: The normal and prevailing charge, fee or expense for the service rendered or for the material furnished in the geographic area where rendered or furnished.

Schedule: Is attached to and is a part of this policy.

We, Us or Our: Medico™ Insurance Company.

You or Your: The Insured named in the Schedule.

## PART F BENEFITS

After the Policy Year Deductible is satisfied, the policy pays the following percentages of actual charges, not to exceed Reasonable and Customary Charges for Covered Expenses up to the Policy Year Maximum Benefit:

1. 60% - First Policy Year;
2. 70% - Second Policy Year; and
3. 80% - Third Policy Year and thereafter.

Covered Expenses, subject to the Exceptions and Limitations, are:

1. Dental services, performed by a licensed Dentist, including semi-annual examinations and cleanings, x-rays, the cost of fillings, prophylaxis, bridges, crowns, dentures and outpatient dental surgery prescribed as Medically Necessary.
2. Visits to a Physician for a basic eye examination or eye refraction, including the cost of eyeglasses or contact lenses prescribed by the Physician, up to a maximum benefit of \$150 in any one Policy Year.
3. Hearing examinations performed by a Physician or Audiologist, the purchase of hearing aids prescribed as Medically Necessary by a Physician or Audiologist, including the cost of the hearing aid and any necessary repairs.

After the policy has been in force three months, the policy will pay 100% of the cost of one dental cleaning up to a maximum benefit of \$50 each Policy Year. This benefit is not subject to the Policy Year Deductible; however, it is included in the Policy Year Maximum Benefit.

## PART G TERMINATION

Your policy will terminate on the earliest of:

1. the Policy Renewal Date following the date we receive your written or verbal request to cancel the policy, unless you request a later termination date (the grace period will not apply);
2. the Policy Renewal Date if sufficient premium has not been paid before the end of the grace period; or
3. the date of your death. In the event of your death, we will promptly return the unearned portion of any premium paid beyond the date of death.

Except in the case of your death, if the termination date occurs within a period for which we have accepted a premium, or if we accept a premium after such date, this policy will continue in effect until the end of the period for which premiums have been accepted. This does not apply where the acceptance of premium was a result of misstatement of age by you. In that case, the Misstatement of Age Provision controls.

## PART H

## HOW TO FILE A CLAIM

**Notice of Claim:** You must give us written notice of a claim within 20 days after loss starts or as soon as reasonably possible. You may give the notice or you may have someone do it for you. The notice should give your name and policy number. Notice should be mailed to our Home Office in Omaha, Nebraska, or to one of our Producers.

**Claim Forms:** When we receive your notice of claim, we will send you forms for filing proof of loss. If these forms are not sent to you within 15 days, you will have met the proof of loss rule below if you give us a written statement within 90 days after the loss began.

**Proof of Loss:** You must give us written proof of your loss within 90 days or as soon as reasonably possible. Proof must be furnished within 15 months after loss began, except in the absence of legal capacity.

## PART I

## PAYMENT OF CLAIMS

**Time of Payment of Claims:** All benefits will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims:** Benefits will be paid directly to you. Benefits unpaid at your death will be paid to your beneficiary or your estate.

If any benefit is payable to your estate, to a minor or to any person not able to give a valid release, we may pay up to \$1,000.00 (\$5,000 in Nebraska) to any relative of yours by blood or connection by marriage, or any beneficiary that we find entitled to the payment. Any payment we make in good faith will fully discharge us to the extent of the payment.

**Claim Review and Appeal Procedure:** In the event of any claim denial with which you do not agree, you have the right to submit a written request to us at our Home Office asking for a review of the denial of benefits. That request may include documents from your Physician or care provider that support your basis for the requested review. Within 30 days after we receive that written request, we will notify you or your representative of the results of the review.

## PART J

## OTHER IMPORTANT PROVISIONS

**Entire Contract; Changes:** This policy, with any attachments (and the copy of your application), is the entire contract of insurance. No Producer may make contracts, determine insurability or change the application or policy in any way. Only an executive officer of ours can approve a change. That change must be shown in the policy.

**Time Limit On Certain Defenses:** For a policy or certificate that has been in force for less than six months, we may rescind the policy or deny an otherwise valid claim upon a showing of misrepresentation that is material to the acceptance of coverage.

For a policy or certificate that has been in force for at least six months, but less than two years, we may rescind the policy or deny an otherwise valid claim upon a showing of misrepresentation that:

1. is material to the acceptance for coverage; and
2. pertains to the condition for which benefits are sought.

After a policy or certificate has been in force for two years, it is not contestable upon grounds of misrepresentation alone. The policy may be contested only upon a showing that you knowingly and intentionally misrepresented relevant facts relating to your health.

**Grace Period:** Your premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during your grace period.

**Reinstatement:** Your policy will lapse if you do not pay your premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement and, as may be needed, issue a conditional receipt, this policy will be put back in force when we approve it. If we fail to notify you of disapproval within 45 days of the date of application (or the date of the conditional receipt, where that is required), your policy will be put back in force on that 45th day.

In all other respects, you and we will have the same rights under this policy that we had before it lapsed, unless there are special conditions that apply to the reinstatement. If there are, they will be endorsed on or attached to the policy. The premium we accept to reinstate this policy will be used for a period for which premiums had not been paid. We must receive all back premiums for the policy to be reinstated.

**Physical Examination:** We, at our expense, can have you examined as often as reasonably needed while a claim is pending.

**Misstatement Of Age:** If your age has been misstated, a premium adjustment will be made so that we receive the premiums that would have been due at the correct age.

**Legal Action:** You cannot bring a legal action to recover under your policy for at least 60 days after you have given us written proof of loss. You cannot start such an action more than three years after the date written proof of loss is required.

**Change of Beneficiary; Assignment:** Only you have the right to change the beneficiary. This right is yours unless you make a beneficiary designation that may not be changed. Consent of the beneficiary is not required to make a change in this policy. Also, such consent is not required to surrender this policy or to assign the benefits.

**Other Insurance With Us:** You may have only one policy like this one with us at any one time. If you have more than one such policy, the one you, your beneficiary or your estate selects will remain in force. We will return all premiums paid for all other such policies.

**Insurance With Other Insurers (Expense-Incurred Benefits):** If there is other valid coverage, not with us, providing benefits for the same loss on a provision-of-service basis or on an expense-incurred basis and of which we have not been given written notice prior to the occurrence or commencement of loss, the only liability under any expense-incurred coverage of this policy shall be for the proportion of the loss as the amount which would otherwise have been payable under this policy plus the total of the like amounts under all the other valid coverages for the same loss of which we have notice bears to the total like amounts under all valid coverages for the loss, and for the return of the portion of the premiums paid as shall exceed the pro rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision-of-service basis, the "like amount" of the other coverage shall be taken as the amount which the services rendered would have cost in the absence of the coverage.

**Insurance With Other Insurers (Other Benefits):** If there is other valid coverage, not with us, providing benefits for the same loss on other than an expense-incurred basis and of which we have not been given written notice prior to the occurrence or commencement of loss, the only liability for the benefits under this policy shall be for the proportion of the indemnities otherwise provided under this policy for the loss as the like indemnities of which we have notice, including the indemnities under this policy, bear to the total amount of all like indemnities for the loss, and for the return of the portion of the premiums paid as shall exceed the pro rata portion for the amount thus determined.

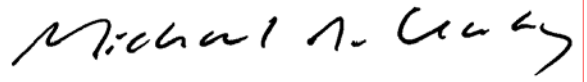
**Term Of Coverage:** Your coverage starts on the Policy Date at 12:01 a.m. standard time where you live. It ends at 12:01 a.m. on the same standard time on the first Policy Renewal Date. Each time you renew your policy, the new term begins when the old term ends.

**Conformity With State Statutes:** The provisions of the policy must conform with the laws of the state in which you reside on the Policy Date. If any do not, this clause amends them so that they do conform.

Our President and Secretary sign this policy in our behalf.



President



Secretary

Countersigned By \_\_\_\_\_  
Licensed Resident Producer

Specimen