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**GROUP ACCIDENT INSURANCE  
CERTIFICATE OF COVERAGE**

**FOR  
BA HOLDINGS, INC.**

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**POLICY NUMBER: 371448**

**EFFECTIVE DATE: January 1, 2024**

**CA – UHIC/2018R  
(9-24)**

## **California Consumer Complaint Notice**

If the Covered Person has any questions or problems with their coverage, We will be ready to help. Our contact information is:

**UnitedHealthcare Insurance Company**

**A Stock Company**

**Administrative Offices: 9900 Bren Road East, Minnetonka, MN 55343**

**1-888-299-2070**

The Covered Person may also call the California Department of Insurance for assistance. However, We ask that the Covered Person gives Us the opportunity to try to resolve the problem. Please, call us first. If, We fail to help, the Covered Person may still ask the California Department of Insurance for assistance. Their contact information is:

**California Department of Insurance**

**Consumer Services Division**

**300 South Spring Street**

**Los Angeles, California 90013**

**1-800-927-HELP**

**(1-800-927-4357)**

**<http://www.insurance.ca.gov/01-consumers/>**

## UnitedHealthcare Insurance Company

Home Office: 185 Asylum Street, Hartford, Connecticut 06103-3408  
Administrative Office: 9900 Bren Road East, Minnetonka, MN 55343  
www.uhc.com

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### CERTIFICATE OF COVERAGE

**Policyholder:** BA Holdings, Inc.  
**Policy Effective Date:** January 1, 2024  
**Policy Anniversary Date:** January 1st of each year  
**Policy Number:** 371448

UnitedHealthcare Insurance Company (We, Our, Us or the Company), has issued the Policy to the Policyholder shown above.

This Certificate replaces any other Certificate previously issued and is incorporated in and made part of the Policy on the Effective Date shown in the Policy's Incorporation Provision.

**Read Your Certificate Carefully.** If You have questions or need information about Your insurance, call 1-888-299-2070.

**Capitalization in this Certificate:** Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term or a specific provision herein.

**Time Periods:** All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

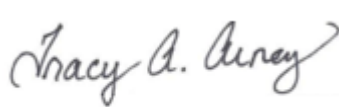
#### NOTICE TO CERTIFICATE HOLDER

This is an Accident only Certificate and it does not pay benefits for loss from Sickness. Review this Certificate carefully. This Certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

#### THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT

If a Covered Person is eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the Company.

Signed for the Company by:



Tracy A. Arney, Secretary



Jessica Paik, President

### GROUP ACCIDENT INSURANCE

**Noninsurance Benefits:** Noninsurance benefits are not part of Your Certificate and do not modify Your insurance benefits. We may offer or arrange for various entities or vendors to offer benefits or other considerations to You for the purpose of promoting Your general health and well-being. Noninsurance benefits may be modified or terminated at any time. Such modification or termination may be made based on availability of services or other reasons at Our discretion or at the discretion of the insurer or entity providing such services.

## TABLE OF CONTENTS

Schedule .....	3
General Definitions .....	7
Eligibility, Effective Date and Termination Provisions .....	12
Continuation and Reinstatement Provisions .....	15
Portability .....	17
Waiver of Premium Benefit .....	18
Accidental Death and Dismemberment Benefit .....	19
Initial Care Benefit .....	20
Hospital Care Benefit .....	21
Follow Up Care Benefit .....	22
Common Injuries Benefit .....	25
Additional Benefits .....	32
General Limitations and Exclusions .....	34
General Provisions .....	35
Important Notice To Persons on Medicare .....	37

## SCHEDULE

**Policyholder:** BA Holdings, Inc.

**Description of Eligible Class(es):** Employees of the Policyholder who are Actively at Work and who are in an Eligible Class:

Full-time Employees working at least 30 hours per week

**Employee Waiting Period:** the first day of the month on or next following the date he begins continuous employment with the Policyholder, subject to the requirements shown in the Eligibility provision

**Dependent Child Maximum Age:** 26 years

**Insurance Funding Information:**

**Contributory Insurance** – You pay the entire premium

**Premium Rate Change:** Your premium may change on any premium due date if rates for Your Class are changed under the Policy.

<b>Plan Coverage Type:</b>	Coverage for Off Job Injuries
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<b>Portability</b>	Included
Portability Policy Age Limit	Age 75

<b>Waiver of Premium</b>	Included
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**Your Benefits and Benefit Amounts are those which You elect at the time You Enroll**

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

### **MAXIMUM BENEFIT AMOUNT**

**Accidental Death and Dismemberment:**

- |  |          |
|--|----------|
| • Loss of life                           | \$25,000 |
| • Loss of both hands or both feet        | \$25,000 |
| • Loss of one hand and one foot          | \$25,000 |
| • Loss of one hand or one foot           | \$12,500 |
| • Loss of two or more of fingers or toes | \$5,000  |
| • Loss of one finger or one toe          | \$2,500  |

Dependent Child amount is 50% of the amount shown above for the applicable loss

**Accidental Death Common Carrier Benefit**

\$100,000

Dependent Child amount is 50% of the amount shown

### **INITIAL CARE BENEFIT**

### **MAXIMUM BENEFIT AMOUNT**

Ground Ambulance	\$300
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Air Ambulance	\$1,500
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Emergency Care Treatment	\$200
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Physician Office / Urgent Care Center Visit	\$100
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### **HOSPITAL CARE BENEFIT**

### **MAXIMUM BENEFIT AMOUNT**

Hospital Admission	\$1,250
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Hospital Confinement	\$300
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Hospital ICU Admission	\$200
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Hospital ICU Confinement	\$600
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**SCHEDULE (continued)**

<b><u>FOLLOW UP CARE BENEFIT</u></b>	<b><u>MAXIMUM BENEFIT AMOUNT</u></b>
<b>Appliances:</b> <ul style="list-style-type: none"> <li>• Wheelchair</li> <li>• Knee Scooter</li> <li>• Knee Immobilizer</li> <li>• Lumbar Spine Brace</li> <li>• Walking Boot</li> <li>• Walker</li> <li>• Crutches</li> <li>• Leg Brace</li> <li>• Cervical Collar</li> <li>• Cane</li> <li>• Ankle Brace</li> <li>• Ankle Boot</li> <li>• Air Cast</li> </ul>	\$225 \$225 \$225 \$225 \$150 \$150 \$150 \$150 \$150 \$75 \$75 \$75 \$75
<b>Follow Up Physician Visit</b>	\$100
<b>Major Diagnostic Exam</b>	\$200
<b>Minor Diagnostic Exam</b>	\$40
<b>Prosthetic Device</b> <ul style="list-style-type: none"> <li>• One Device</li> <li>• Two Devices</li> </ul>	\$100 \$2,000
<b>Rehabilitation Facility</b>	\$200
<b>Rehabilitation Therapy</b>	\$50
<b><u>COMMON INJURIES BENEFIT</u></b>	<b><u>MAXIMUM BENEFIT AMOUNT</u></b>
<b>Surgical Procedures:</b>	
<b>Abdominal/Thoracic Surgery</b> <ul style="list-style-type: none"> <li>• Surgery to repair</li> <li>• Exploratory surgery without repair</li> </ul>	\$2,000 \$200
<b>Arthroscopic Surgery</b>	\$400
<b>Cranial Surgery</b>	\$400
<b>Eye Surgery:</b> <ul style="list-style-type: none"> <li>• Removal of foreign body</li> <li>• Surgical Repair</li> </ul>	\$200 \$400
<b>Hernia Surgery</b>	\$400
<b>Non-Specific Surgery:</b> <ul style="list-style-type: none"> <li>• General Anesthesia</li> <li>• Conscious Sedation</li> </ul>	\$400 \$200
<b>Tendon/Ligament/Shoulder Cartilage/Rotator Cuff/Knee Cartilage Surgery</b> <ul style="list-style-type: none"> <li>• Surgery to repair</li> <li>• Surgery to repair more than one</li> <li>• Exploratory surgery without repair</li> </ul>	\$800 \$1,600 \$267
<b>Blood/Plasma/Platelets</b>	\$500

**SCHEDULE (continued)**

<b><u>COMMON INJURIES BENEFIT (continued)</u></b>		<b><u>MAXIMUM BENEFIT AMOUNT</u></b>
<b>Burns:</b>		
• 2 <sup>nd</sup> degree burns (at least 36% of body surface)		\$938
• 3 <sup>rd</sup> degree burns (9 to 34 sq inches)		\$1,875
• 3 <sup>rd</sup> degree burns (35 or more sq inches)		\$15,000
<b>Coma</b>		\$7,500
<b>Concussion</b>		\$200
<b>Dislocation (Separated Joint)</b>	<b>Open Reduction (Surgically Corrected)</b>	<b>Closed Reduction (Non- Surgically Corrected)</b>
<b>Type of Dislocation:</b>		
• Ankle	\$2,531	\$1,266
• Collar Bone (Sternoclavicular)	\$1,519	\$759
• Collar Bone (Acromioclavicular separation)	\$884	\$422
• Elbow	\$1,519	\$759
• Finger	\$844	\$422
• Foot (except toes)	\$2,531	\$1,266
• Hand	\$1,519	\$759
• Hip	\$6,750	\$3,375
• Knee Cap (Patella)	\$3,825	\$1,913
• Lower Jaw	\$1,519	\$759
• Shoulder blade	\$1,519	\$759
• Toe	\$844	\$422
• Wrist	\$1,519	\$759
<b>Emergency Dental Work</b>		
• Crown		\$200
• Extraction		\$100
<b>Family Child Daycare</b>		\$75

**SCHEDULE (continued)**

<u>COMMON INJURIES BENEFIT (continued)</u>		<u>MAXIMUM BENEFIT AMOUNT</u>
Fractures	Open Reduction (Surgically Corrected)	Closed Reduction (Non- Surgically Corrected)
Type of Fracture:		
• Skull (except bones of face or nose)		
• Depressed	\$9,000	\$4,500
• Simple	\$ 4,875	\$2,438
• Sternum	\$9,000	\$4,500
• Hip and Thigh (Femur)	\$9,000	\$4,500
• Vertebrae (body of)	\$4,875	\$2,438
• Pelvis (excluding coccyx)	\$4,875	\$2,438
• Leg (from top of tibia to ankle joint)	\$4,875	\$2,438
• Face or nose (except teeth)	\$1,800	\$900
• Upper Jaw (except Alveolar process)	\$1,800	\$900
• Upper Arm (Elbow to Shoulder)	\$1,800	\$900
• Lower Jaw (except Alveolar process)	\$1,800	\$900
• Shoulder Blade or Collarbone	\$1,800	\$900
• Forearm, hand, wrist (except fingers)	\$1,800	\$900
• Kneecap	\$1,800	\$900
• Foot (excluding toes)	\$1,800	\$900
• Ankle	\$1,800	\$900
• Coccyx	\$1,500	\$750
• Finger or toe	\$675	\$338
• Sacral/Sacrum	\$1,800	\$900
• Vertebral Process	\$1,800	\$900
Fractures (Chip/Avulsion)	25% of the Closed Reduction (Non-Surgically Corrected) Benefit Amount	
Laceration:		
• Laceration not requiring stitches, staple, or glue		\$45
• Less than 5 cm		\$100
• 5 cm -15 cm		\$300
• Greater than 15 cm		\$600
Lodging		\$150
Medical Supplies		\$20
Organized Sporting Activity		25%
Paralysis		
• Hemiplegia		\$7,500
• Paraplegia		\$7,500
• Quadriplegia		\$15,000
Ruptured/Herniated Disc		\$600
Skin Graft		
• Percentage of Amount Payable under the Burn Benefit		25%
Transportation		\$300
<u>ADDITIONAL BENEFITS</u>		<u>MAXIMUM BENEFIT AMOUNT</u>
Wellness		\$50



## GENERAL DEFINITIONS

**Accident/Accidental** means an unforeseen event that:

1. occurs suddenly as a result of an external circumstance or trauma;
2. has specific and identifiable components, including date and time; and
3. results in Injury to the physical structure of the body or death or dismemberment.

**Active Work or Actively at Work** means You are performing all of the regular duties of Your occupation:

1. at Your usual place of employment or any other business location where You are required to travel;
2. for the entire normal workday; and
3. for at least the minimum number of hours per week, as shown in the Description of Eligible Class(es) in the Schedule.

You or Your Employer must provide Us satisfactory documentation that You are Actively at Work in accordance with the Proof of Claim provision.

Unless You are disabled or terminate Your employment on the prior workday or on a day of absence, We will consider You to be Actively at Work on the following days:

1. a Saturday, Sunday or holiday which is not a scheduled workday;
2. a paid vacation day, or other scheduled or unscheduled non-workday; or
3. an approved or emergency leave of absence (except medical leave).

**Age** means Your age on Your last birthday.

**Beneficiary** means the person(s) You name in writing to receive any amount of insurance payable due to Your death. You may name or change a Beneficiary by giving written notice to the Administrator. The Beneficiary notice will be effective on the date made, subject to any payment We may have made before the notice was received. For Beneficiary notices, Administrator means the Employer.

If You name more than one Beneficiary, those who survive will share equally unless You specify otherwise. If there is no named Beneficiary living at the time of Your death, We will pay any amount due in the following order:

1. to Your legal spouse or domestic partner; or
2. to Your natural or legally adopted children in equal shares; or
3. to Your estate.

If Your named primary beneficiaries die before You, their share will be payable in equal shares to any other named primary beneficiaries who survive You. If You have named a contingent beneficiary, the contingent beneficiary will only be paid if all primary beneficiaries die before You. If You have not named a primary or contingent beneficiary, or if all the person(s) You have named as primary or contingent beneficiaries die before You, payment will be made as follows:

1. to Your legal spouse or domestic partner, if any.
2. if there is no spouse or domestic partner, in equal shares to Your children.
3. if there is no spouse, domestic partner or children, to Your parents, equally or to the survivor.
4. if there is no spouse, domestic partner, children, or parents, in equal shares to Your brothers and sisters.
5. if none of the above survives, to Your executors or administrators.

**Certificate or Certificate of Coverage** means this document, which describes the benefits, terms, conditions, limitations and exclusions provided by the Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

## GENERAL DEFINITIONS (continued)

**Change in Status** means any of the following changes:

1. a change in marital status (marriage, divorce, legal separation, annulment);
2. a change in the number of Your dependents for tax purposes (birth, legal adoption of a child, placement of a child for adoption, or death of a dependent);
3. certain changes in employment status that affect Your or your dependent's benefits eligibility such as termination of employment, a strike or lockout, the start of or return from an unpaid leave of absence, a change in worksite, a change in work schedule (between full-time and part-time work, decrease or increase in hours);
4. a significant increase in the cost of insurance or a significant reduction of insurance under Your other insurance or Your spouse's insurance; or
5. the addition, elimination, or significant reduction of an insurance option.

**Child** means Your Dependent Child who is under the Dependent Child Maximum Age shown in the Schedule and who is:

1. a natural Child;
2. a stepchild, legally adopted Child or Child placed for adoption;
3. a Domestic Partner's Child
4. a Child for whom legal guardianship has been awarded to You or Your spouse; or
5. a foster Child, or any other Child who lives with You in a regular parent-child relationship, provided You claim such Child as a Dependent on Your most recent federal income tax return.

The Child will cease to be an eligible Dependent on the last day of the month following the date the Child reaches the Dependent Child Maximum Age unless the Child is an Incapacitated Child.

**Coma** means a state of prolonged unconsciousness. The Coma must be continuous for a period of at least 7 days and be:

1. characterized by the absence of eye opening, motor response, and verbal response; and
2. require intubation for respiratory assistance.

**Confined or Confinement** means being an inpatient in a Hospital or Rehabilitation Facility due to an Injury that resulted from a Covered Accident. There must be a charge for at least one full day of room and board for any day to be considered a day of Confinement. Successive periods of Confinement which are:

1. separated by less than 90 days; and
2. due to the same Covered Accident;

will be considered the same period of Confinement.

**Contributory Insurance** means insurance which You have elected and for which You have agreed to make the required premium contributions.

**Covered Accident** means an Accident that occurs while Your or Your Dependent's insurance is in force for an Off Job Injury subject to all the terms, limits, and exclusions of the Policy.

**Covered Person** means the Employee insured under the Policy and to whom this Certificate is issued.

**Dependent** means Your Spouse and Your Child. A Dependent must be a citizen or legal resident of the United States, Puerto Rico, Guam or any other locations where We may legally provide such insurance. No one can be insured as a Dependent of more than one Covered Person. **Domestic Partner:** a person with whom You have established a domestic partnership and filed a valid Declaration of Domestic Partnership with the California Secretary of State or an equivalent document for registration of a domestic partnership with an authorized state or municipal agency. We must be notified if the domestic partnership terminates.

**Emergency Room** means a special, designated area in a Hospital that is supervised by Physicians and equipped and staffed to render immediate medical attention on an Outpatient basis, 24 hours a day, seven days a week for the sudden onset of symptoms related to an Injury or Sickness. An Emergency Room is not a clinic, an Urgent Care Center or Physician's office.

**Employee** means a person who works for the Employer on a regular basis:

1. in the normal business of the Employer;
2. is paid for services by the Employer;
3. who resides in the United States, its territories and protectorates; and
4. is Actively at Work for the Employer.

Employee does not include temporary, leased or seasonal Employees.

## GENERAL DEFINITIONS (continued)

No director or officer of an Employer will be considered an Employee unless they work directly for and receive a salary from the Employer.

**Employer** means the Policyholder and:

1. may also include any division, subsidiary, or affiliated company named in the Schedule; and
2. does not include any employer who is not the Policyholder.

**Enroll or Enrollment** means a completed written request for enrollment or a change in insurance, for which You or Your Dependent are eligible and which is:

1. given to the Employer during an Enrollment Period, or within 31 days of a Change in Status; and
2. on a form furnished by Us for making such request.

**Enrollment Period** means a period of time, determined by the Employer and Us, as described below:

1. **Initial Enrollment Period:** the period during which You may first enroll for insurance;
2. **Re-Enrollment Period:** the period during which You may enroll after You have let Your insurance end;
3. **Annual Enrollment Period:** the period of time before each Policy Anniversary Date, during which You may enroll for insurance or change Your insurance;
4. **Open Enrollment Period:** the period during which You may enroll for insurance or change Your insurance; or
5. **Modified Open Enrollment Period:** the period during which You may increase Your amount of insurance by one unit/increment.

## GENERAL DEFINITIONS (continued)

**Hospital** means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and Treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and Treatment by or under the supervision of a staff of legally qualified Physicians;
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.); and
5. is located within the United States and is approved by the Joint Commission on the Accreditation of Hospitals (JCAH).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, or convalescent home, or skilled nursing facility;
2. a place for rest, custodial care, or for the aged;
3. a clinic; or
4. a place for the Treatment of mental illness, alcoholism, or drug addiction.

**Immediate Family** means Your spouse or domestic partner, child, parent or sibling; or Your spouse's or domestic partner's child, parent or sibling.

**Incapacitated Child** means a Child who is:

1. insured under the Policy on the date that they reach the Dependent Child Maximum Age;
2. physically or mentally disabled;
3. unmarried;
4. financially dependent upon You; and
5. meets the conditions stated in the Continuation of an Incapacitated Child provision.

**Injury** means bodily harm.

**Intoxicated or Intoxication** means being under the influence as defined by applicable state law as determined by:

1. the blood alcohol content; or
2. the results of other means of testing blood alcohol content or the content of other substances.

**Non-Contributory Insurance** means insurance which You do not have to elect or make any premium contributions.

**On Job Injury** means an Injury that is due to an Accident that occurs while You or Your Dependent are:

1. working for pay or profit, or while on an assignment for Your Employer; or
2. on the premises of the Employer during working hours.

**Off Job Injury** means an Injury that is not due to an Accident that occurs while You or Your Dependent are:

1. working for pay or profit, or while on an assignment for Your Employer; or
2. on the premises of the Employer during working hours.

**Outpatient** means Treatment for which a Confinement is not required and no charge is made for room and board.

**Paralysis** means the permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be:

1. the result of an Injury to the brain or spinal cord; and
2. without the severance of a limb.

## GENERAL DEFINITIONS (continued)

**Physician** means a person who is:

1. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
2. licensed to practice in the jurisdiction where care is being given; and
3. practicing within the scope of that license.

The term Physician does not include You or members of Your Immediate Family.

**Policy** means the legal contract between the Policyholder and Us. It may be changed or discontinued without Your or Your Beneficiary's consent. The Policy may be inspected at the office of the Policyholder.

**Rehabilitation Facility:** a facility providing therapy and training for rehabilitation. The facility may offer occupational therapy, physical therapy, vocational training, and special training such as speech therapy. A Rehabilitation Facility is not:

1. a nursing home;
2. an extended care facility;
3. a skilled nursing facility;
4. a rest home or home for the aged;
5. a hospice care facility;
6. a place for the care of drug addicts or alcoholics; or
7. an assisted living facility.

**Sickness** means any illness, infection, or disease which is not an Injury and not caused by an Accident. The term Sickness includes pregnancy, infection (except for pyogenic infection through an Accidental wound) which is not caused by an Accident. No benefits are provided for a loss resulting from Sickness.

**Spouse** means Your Spouse who:

1. is lawfully married to You; and
2. is not legally separated or divorced from You.

**Treatment** means any tests, attendance or observation, Confinement, supplies or equipment including prescriptions or use of prescription drugs or medications.

**Urgent Care Center** means a medical clinic with expanded hours that is specially equipped to diagnose and treat a broad spectrum of non-life and limb threatening illnesses and injuries.

**We, Our, Us or the Company** means UnitedHealthcare Insurance Company, and its administrators and representatives.

**You or Your** means the Employee insured under the Policy and to whom this Certificate is issued.

## **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

**Covered Person Eligibility:** You will become eligible for insurance on the latest of:

1. the Effective Date of the Policy;
2. the date You complete the required Employee Waiting Period shown in the Schedule;
3. the date the Policy is changed to include Your Class; or
4. the date You enter a Class eligible for insurance, as shown in the Schedule.

**Dependent Eligibility:** Dependents are eligible for insurance on the latest of the following dates:

1. the date a person becomes a Dependent;
2. the date You become eligible for Dependent insurance; or
3. the date Your Class becomes eligible for Dependent insurance under the Policy.

Your Dependents will not be eligible for Dependent insurance if they:

1. are eligible for insurance under the Policy as a Covered Person; or
2. are a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard.

Dependents will not be insured until You are insured.

### **Enrolling for Your Insurance and Your Dependent's Insurance Under the Policy:**

For Non-Contributory Insurance: Your Employer will automatically enroll You and Your Dependents.

For Contributory Insurance: You must complete Your Employer's enrollment process for You and Your Dependents. If You do not enroll for Your insurance and/or Your Dependent's insurance within 31 days after becoming eligible under the Policy, You may enroll only:

1. during an Annual Enrollment Period; or
2. within 31 days of the date You have a Change in Status.

During an Annual Enrollment Period, if You do not request changes or re-enroll for insurance, You will continue to be insured for the same insurance amount.

### **Covered Person Effective Date of Insurance or Change in Insurance:**

If Your insurance is Non-Contributory, Your insurance will start on the date You become eligible for insurance, regardless of when You apply.

If Your insurance is Contributory, Your insurance will start on the latest of:

1. the date You become eligible, if You enroll on or before that date;
2. the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
3. the date You enroll, if You do so within 31 days from the date You are eligible or have a Change in Status.

All Effective Dates of insurance are subject to the Deferred Effective Date provision.

### **Dependent Effective Date of Insurance or Change in Insurance:**

If Dependent insurance is Non-Contributory, insurance will start on the date Your Dependent becomes eligible, regardless of when You apply for Dependent insurance.

If Dependent insurance is Contributory, insurance will start on the latest of:

1. the date Your Dependent became eligible, if You enroll Your Dependent on or before that date; or
2. the date You enroll Your Dependent, if You do so within 31 days from the date Your Dependent is eligible or You have a Change in Status.

All Effective Dates of insurance are subject to the Deferred Effective Date provision.

## ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

**Newborn Child Provision:** Your Newborn Child will become covered by the Policy from the moment of live birth. The Newborn Child will be covered for Injury only, and have the same Benefit Amount that applies to Your other Children covered under the Policy. If You have no other Children covered, then the lowest amount available to Children under the Policy applies. The Newborn Child's insurance will cease on the 31st day next following their effective date unless:

1. We receive written request and any required premium to continue insurance for the Child before that date; or
2. Your other Children are covered, and We received written request and any required premium for the Child within 31 days of the day We first deny a claim on the basis that the Newborn Child is not enrolled.

**Deferred Effective Date:** If You are not Actively at Work on the date Your insurance is scheduled to take effect, it will take effect on the date You return to Active Work. If Your insurance is scheduled to take effect on a non-working day, Your Actively at Work status will be based on the last working day before the scheduled Effective Date of Your insurance.

Your Dependent's insurance, (other than for a Newborn Child) will not take effect on any day they are Hospital Confined. Insurance will take effect on the day following Your Dependent's discharge from the Hospital.

**Covered Person Termination of Insurance:** Your insurance will terminate on the earliest of the following dates:

1. the last day of the period the required premium is due but not paid, subject to the Grace Period provision;
2. the date You cease to be a member of a class eligible for insurance;
3. the date the Policy terminates, or a specific benefit terminates;
4. the date You are no longer Actively at Work due to a labor dispute, including but not limited to strike, work slowdown or lock out; or
5. the date You are no longer Actively at Work for any other reason, unless insurance is continued in accordance with the Continuation of Insurance Provisions.

**Dependent Termination of Insurance:** Your Dependent's insurance will terminate on the earliest of the following dates:

1. the date Your insurance ends;
2. the date Your Dependent no longer meets the definition of Dependent;
3. the date You are no longer eligible for Dependent insurance;
4. the last day of the month during which Your Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
5. the last day of the period the required premium is due but not paid, subject to the Grace Period; or
6. the date the Policy terminates, or a specific benefit terminates.

## ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

**Continuation of an Incapacitated Child:** If, on the date a Child reaches the Dependent Child Maximum Age, they are:

1. insured under the Policy; and
2. an Incapacitated Child, as defined;

insurance will not terminate solely due to age.

The Child's insurance will continue as long as:

1. the Child qualifies as an Incapacitated Child; and
2. the required premium is paid.

We may initially and periodically require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.

You must give Us notice of the incapacity within 31 days of the termination date.



## CONTINUATION AND REINSTATEMENT PROVISIONS

### **Continuation of Insurance:**

Insurance under the Policy may be continued beyond a date stated in the Covered Person Termination of Insurance provision, according to the Continuation Provisions. The amount of continued insurance applicable to You and Your Dependents will be the amount of insurance in effect on the date immediately before insurance would otherwise have ended. Insurance that is continued:

1. is subject to payment of premium;
2. may be continued up to the maximum time shown in the applicable provision(s); and
3. terminates if the Policy terminates.

The amount of insurance will not increase while insurance is continued under one or more of the following provisions.

Continuation Provisions:

1. leaves of absence must be approved in writing by Your Employer; and
2. when combined, will not extend longer than 3 months from the date You were last Actively at Work.

All other terms of Your and Your Dependents insurance under the Policy remain unchanged.

### **Continuation Provisions**

**Family and Medical Leave:** If You are granted a leave of absence, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your insurance (including Dependent insurance) may be continued for up to 12 weeks following the date Your leave commenced. Continuation may be a longer period if required by any other applicable state or local law. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

**Layoff:** If You are laid off by Your Employer Your insurance may be continued for up to **3 months** from the date You stopped being Actively at Work or a longer period if required by law.

**Leave of Absence:** If You are on a medical or non-medical leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your insurance (including Dependent insurance) may be continued for up to:

1. 3 months from the date You stopped being Actively at Work, with respect to a medical leave of absence; or
2. 3 months from the date You stopped being Actively at Work, with respect to a non-medical leave of absence.

Continuation may be a longer period if required by law.

**Military Leave of Absence:** If You or Your Dependent enter active military service and are granted a military leave of absence, Your insurance (including Dependent insurance) may be continued for up to 12 weeks from the date You stopped being Actively at Work or a longer period if required by law.

**Status Change:** If You are an Employee, but no longer in an Eligible Class due to a reduction in the number of scheduled hours You work, Your insurance may be continued for up to 90 consecutive days after the date Your scheduled hours were reduced.

## CONTINUATION AND REINSTATEMENT PROVISIONS (continued)

**Reinstatement:** If:

1. Your insurance ends because You are no longer employed by the Employer or no longer in Your Eligible Class; and
  2. You are rehired or return to Your Eligible Class within 12 months of the date Your insurance ended;
- then insurance for You and Your previously insured Dependents may be reinstated, provided You request such reinstatement within 30 days of the date You return to work or to an Eligible Class.

The reinstated insurance will be the lesser of:

1. the insurance amounts in force on the date insurance ended; or
2. the amount of insurance in Your new Eligible Class.

The reinstated insurance will be subject to all the other terms and provisions of the Policy.

We will not reinstate any amount of insurance which You or Your Dependents continued under the Portability provision unless You cancel such insurance.

## PORTABILITY

**Portability:** You may elect to Port Your or Your Dependent's insurance prior to the date Your insurance under the Policy ends.

You may not Port Your insurance if:

1. You fail to pay any required premium;
2. You are on an approved leave of absence;
3. the Policy terminates;
4. You are or become insured under another group accident policy;
5. You reside outside of the United States or its territories;
6. You reside in a state where the insurance is not available; or
7. You are actively in military service or entering active military service.

**Electing Portability:** To elect to continue Your and Your Dependent's insurance, You must:

1. submit a written request to Us; and
2. pay the first month's premium;

within 31 days of the date Your insurance ends.

The following combinations may be Ported:

1. You only;
2. You and Your Spouse only;
3. You and Your Children only; or
4. You and all Your Dependents.

No other combinations of Ported insurance amounts will be allowed. You must continue to pay the cost of Your and Your Dependent's Ported insurance.

Your surviving Dependents may Port their insurance if You die. However, Your surviving Spouse must Port in order for Your surviving Children to Port. If there is no surviving Spouse, no Children will be allowed to Port.

The Portability insurance will end on the earliest of:

1. the date You fail to pay the required premium;
2. the date You become insured under any other accident insurance policy; or
3. the date You attain any Portability Policy Age Limit shown in the Schedule.

If You are rehired after You Port Your insurance, You must cancel the Ported insurance to re-enroll as a Covered Person under the Policy.

**Portability, Ported or Port means** You and Your Dependents may continue insurance under the Policy that would otherwise terminate due to certain conditions.

**Portability Premium Contribution:** For the first 12 months of Portability, the rate will be the group's current rate for Your or Your Dependent's class. However, the required premium including any part previously paid by Your Employer must be paid.

After the first 12 months, the rate will change to a Portability rate which may be higher.

## WAIVER OF PREMIUM BENEFIT

**Waiver of Premium:** If You become Totally Disabled, We will continue Your and Your Dependent's insurance in force without premium payment while You remain Totally Disabled if:

1. You become Totally Disabled as the result of a Covered Accident;
2. You remain Totally Disabled for 30 consecutive days; and
3. You give Us proof of Total Disability, as required.

We will:

1. waive Your and Your Dependent's insurance premium payments on a monthly basis, beginning the first day of the month after the month You have been Totally Disabled for 30 consecutive days; and
2. refund any premium paid for insurance on and after that day.

**Total Disability or Totally Disabled:** For purposes of this benefit, You will be considered Totally Disabled if, due to a Covered Accident, You are unable to perform each and every duty of:

1. Your occupation at Your usual place of employment ; and
2. any job suited to Your education, training or experience.

**Successive and Concurrent Total Disability:** After You have remained Totally Disabled for 30 consecutive days, concurrent periods of Total Disability, whether due to the same or a different Covered Accident, are considered part of the same period of Total Disability. Successive periods of Total Disability that start while Your insurance is in force, but before You have returned to Active Work for 90 consecutive days:

1. are considered part of the same period of Total Disability;
2. are not subject to a new 30 consecutive day period but will count toward the 6 month maximum waiver period.

If You have a new Covered Accident after the 90<sup>th</sup> consecutive day of Active Work, You may begin a new Waiver, subject to satisfaction of a new 30 consecutive day period, and all other terms and provisions of the Policy.

**Benefits During Waiver of Premium:** Benefits continued during the Waiver of Premium are based on the Schedule in force on the date Your Total Disability started. The Waiver will not apply to increases in insurance after the date Your Total Disability started.

**Proof of Total Disability:** You must give Us proof of Total Disability:

1. on forms We provide;
2. no later than 90 days after the date You became Totally Disabled; and
3. within 60 days of Our request.

We may require You to be examined, initially and periodically, at Our expense, by a Physician, other medical practitioner or vocational expert of Our choice.

**Termination of Waiver of Premium Benefit:** The Waiver of Premium terminates on the earliest of the following :

1. the date premium has been waived for 6 months;
2. the date You cease to be Totally Disabled and do not return to Active Work ;
3. the date the Policy terminates;
4. the date You cease to be eligible for insurance (except that this will not apply if You are ineligible solely because You are not Actively at Work due to Total Disability covered by this Waiver;)
5. the last day of the 60 day period following Our request for proof of Total Disability, if You do not give Us proof or refuse to take a medical exam.

If You are still eligible for insurance when the Waiver ends, Your insurance may be continued in force if premium payments are resumed.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

**Accidental Death and Dismemberment Benefit:** We will pay the Maximum Benefit Amount shown for a Loss stated in the Schedule if:

1. You or Your Dependent sustain an Injury in a Covered Accident resulting in such Loss; and
2. the Loss occurs within 90 days of the date of the Covered Accident.

We will not pay more than the Maximum Benefit Amount shown next to the one Loss that would pay the largest benefit for all Losses sustained by You or Your Dependents as the result of any one Covered Accident.

**Loss** as used and defined in the Schedule means:

1. **Loss of life:** caused by a Covered Accident.
2. **Loss of finger or toe:** actual, complete and permanent severance through or above the metatarsophalangeal or metacarpophalangeal joints.
3. **Loss of hands or feet:** severance at or above the wrist or ankle.

**Accidental Death Common Carrier Benefit:** We will increase the Maximum Benefit Amount payable under the Accidental Death and Dismemberment Benefit if:

1. You or Your Dependent sustain an Injury on a Common Carrier as a fare paying passenger (not as a pilot or crew member);
2. the Injury results in Loss of life; and
3. the Loss of life occurs within 90 days of the Covered Accident that caused the Injury.

The combined total under both Benefit Amounts within this provision will not exceed two times Your or Your Dependent's Maximum Benefit Amount shown in the Schedule for the Accidental Death and Dismemberment Benefit.

**Common Carrier** means a common public passenger carrier that:

1. has a published schedule; and
2. is licensed for the transportation of passengers for hire.

However, Common Carrier does not include any mode of transportation which is:

1. a taxi or privately chartered vehicle;
2. used for a sport, game, contest, sightseeing, observatory or recreational activity;
3. an aircraft owned, operated, chartered or leased by or for the Policyholder; or
4. an aircraft operated by the United States Air Mobility Command (AMC) or similar transport service of any government or international authority.

## INITIAL CARE BENEFIT

**Ground Ambulance Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury which results in a ground transport by a licensed professional ambulance company or a Hospital owned ambulance service:

1. to or from a Hospital; or
2. between medical facilities;

for Treatment of Injuries received as the result of a Covered Accident.

Ground transport must occur within 90 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Air Ambulance Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury which results in an air transport by a licensed professional ambulance company or a Hospital owned ambulance service:

1. to or from a Hospital; or
2. between medical facilities;

for Treatment of Injuries received as the result of a Covered Accident.

Air transport must occur within 72 hours of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Emergency Care Treatment Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent receive Treatment in an Emergency Room for an Injury as the result of a Covered Accident.

Treatment must be:

1. rendered by a Physician or a licensed health care professional under the supervision of a Physician; and
2. received within 72 hours of the Covered Accident causing Injury which requires Treatment on an emergency basis.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Physician Office / Urgent Care Center Visit Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent visit a Physician's office or an Urgent Care Center for the Treatment of an Injury as the result of a Covered Accident.

The visit must occur within 60 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

This benefit does not apply to care provided by a Physician in an Emergency Room or to care provided by a Physician in any other health care facility that does not include the Physician's office or that is not an Urgent Care Center. A Physician's visit does not include services or Treatment at, or by, a dental office, chiropractor, or occupational, physical, speech or mental health therapist.

## HOSPITAL CARE BENEFIT

**Hospital Admission Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule for the first day You or Your Dependent are admitted and Confined to a Hospital as the result of an Injury due to a Covered Accident.

The admission must begin within 30 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

If a benefit is payable under both this benefit and the Hospital Intensive Care Unit Admission Benefit, only the higher benefit will be paid.

**Hospital Confinement Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule for each day that You or Your Dependent are Confined in a Hospital as the result of an Injury due to a Covered Accident.

The Confinement must begin within 30 days of the date of the Covered Accident.

This benefit is payable for each day during Confinement in a Hospital up to a maximum of 365 days per plan year for You or Your Dependent.

If the Hospital Admission Benefit is also payable, this benefit pays for each day after the first day during a Confinement in a Hospital up to a maximum of 364 days.

This benefit is not payable for any day for which the Hospital Intensive Care Unit Confinement Benefit is payable.

**Hospital Intensive Care Unit Admission Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule for the first day You or Your Dependent are admitted and Confined in an Intensive Care Unit of a Hospital as the result of an Injury due to a Covered Accident.

The admission must begin within 30 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

If a benefit is payable under both this benefit and the Hospital Admission Benefit for the same day, only the higher benefit will be paid.

**Hospital Intensive Care Unit Confinement Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule for each day that You or Your Dependent are Confined in an Intensive Care Unit of a Hospital as the result of an Injury due to a Covered Accident.

The Confinement must begin within 30 days of the date of the Covered Accident.

This benefit is payable for each day during a Confinement in an Intensive Care Unit up to a maximum of 30 days per plan year for You or Your Dependent.

If the Hospital Intensive Care Unit Admission Benefit is also payable, this benefit pays for each day after the first day during a Confinement in a Hospital up to a maximum of 29 days.

If a benefit is payable under both this benefit and the Hospital Confinement Benefit for the same day, only this benefit will be paid.

## FOLLOW UP CARE BENEFIT

**Appliance Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident for which a Physician prescribes a medical Appliance that aids in personal mobility.

The expense for the Appliance must be incurred within 90 days of the date of the Covered Accident that caused the Injury.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

For the purpose of this benefit, **Appliance means:** wheelchair, knee scooter, knee immobilizer, lumbar spine brace, walking boot, walker, crutches, leg brace, cervical collar, cane, ankle brace, ankle boot, or air cast.

**Follow Up Physician Visit Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident for which:

1. benefits were payable under either the Emergency Care Treatment Benefit or the Physician Office/Urgent Care Visit Benefit;
2. follow up Treatment was recommended by a Physician;
3. the recommendation results in Your or Your Dependent's follow up Treatment visit to a Physician; and
4. You or Your Dependent are insured under the Policy at the time of the follow up Treatment visit.

The follow up visit(s) must occur within 90 days of the date of the Covered Accident.

This benefit is payable up to 3 visits per Covered Accident for You or Your Dependent.

**Major Diagnostic Exam Benefit:** For the purpose of diagnosis of an Injury due to a Covered Accident, We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent receive, on an Outpatient basis:

1. a Magnetic Resonance Imaging (MRI) scan;
2. a Computerized Tomography (CT) scan;
3. a Positron Emission Tomography (PET) scan;
4. an Electroencephalogram (EEG);
5. ImPACT or other similar cognitive studies; or
6. a Single-photon emission computed tomography (SPECT) scan.

The exam must be performed within 60 days of the date of the Covered Accident in which symptoms suggest an Injury has occurred.

This benefit is payable up to 1 exam per plan year for You or Your Dependent.

**Minor Diagnostic Exam Benefit:** For the purpose of diagnosis of an Injury due to a Covered Accident, We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent receive, on an Outpatient basis:

1. an X-ray; or
2. a laboratory test.

The exam must be performed within 60 days of the date of the Covered Accident, in which symptoms suggest an Injury has occurred.

This benefit is payable up to 1 exam per plan year for You or Your Dependent.



## FOLLOW UP CARE BENEFIT (continued)

**Prosthetic Device Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident which results in an incurred expense for a Prosthesis.

The Prosthesis must be prescribed by a Physician for functional use due to loss of a hand, foot or sight of an eye.

The expense for the Prosthesis must be incurred within 365 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Prosthetic Device** means an artificial limb or eye. It does not include:

1. hearing aids;
2. dental aids including false teeth;
3. eye-glasses;
4. artificial joints; or
5. cosmetic prostheses such as hair wigs.

**Rehabilitation Facility Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule for each day that You or Your Dependent are Confined in a Rehabilitation Facility and receive Treatment for an Injury due to a Covered Accident.

Rehabilitation therapy services are limited to:

1. physical therapy;
2. occupational therapy; and
3. speech therapy.

Rehabilitation therapy services must be performed by a:

1. Physician;
2. certified athletic trainer or physical therapy assistant;
3. licensed physical therapist;
4. licensed occupational therapist; or
5. licensed speech therapist.

The Rehabilitation Facility Confinement must occur within 30 days after a Hospital Confinement that is covered under the Hospital Care Benefit and within 90 days of the date of the Covered Accident.

This benefit is payable up to 30 days per Covered Accident for You or Your Dependent.

This benefit will not be paid on a day the Hospital Intensive Care Unit Confinement Benefit, the Hospital Confinement Benefit or the Rehabilitation Therapy Benefit is paid.

## **FOLLOW UP CARE BENEFIT (continued)**

**Rehabilitation Therapy Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent receive Treatment, on an Outpatient basis, for rehabilitation therapy services for Injuries due to a Covered Accident.

Rehabilitation therapy services are limited to:

1. physical therapy;
2. occupational therapy; and
3. speech therapy.

Therapy services must occur within 365 days of the date of the Covered Accident.

This benefit is payable 10 days per Covered Accident for You or Your Dependent.

Rehabilitation therapy services must be performed by a:

1. Physician;
2. certified athletic trainer or physical therapy assistant;
3. licensed physical therapist;
4. licensed occupational therapist; or
5. licensed speech therapist.

Benefits include rehabilitation therapy services provided:

1. in a Physician's office; or
2. on an Outpatient basis at a Hospital or Rehabilitation Facility.

This benefit will not be payable for the same visit as the Follow Up Physician Visit Benefit or the Rehabilitation Facility Benefit.

## COMMON INJURIES BENEFIT

**Abdominal / Thoracic Surgery Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident which results in open abdominal or thoracic surgery and:

1. the surgery is performed to repair internal injuries received as the result of a Covered Accident; and
2. the surgery occurs within 90 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent. This benefit does not cover surgery related to a hernia. Two or more surgical procedures through the same incision or entry point are considered one surgery.

**Arthroscopic Surgery Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent require non-repair Arthroscopic Surgery as a result of Injuries due to a Covered Accident.

The Arthroscopic Surgery must be performed within 90 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Cranial Surgery Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent require Cranial Surgery as a result of Injuries due to a Covered Accident.

The Cranial Surgery must be performed within 90 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Eye Surgery Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident that requires a Physician to:

1. perform surgery; or
2. remove a foreign object from the eye.

The surgery or removal is received from the Physician within 90 days of the date of the Covered Accident.

This benefit is not paid for examination with anesthesia which:

1. does not involve surgery for removal of a foreign object; or
2. involves only the moveable fold of skin and muscle that covers the eye (the eyelid).

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Hernia Surgery Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent require Hernia Surgery as a result of Injuries due to a Covered Accident.

The Hernia Surgery must be performed within 90 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Non-Specific Surgery Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent require a surgery as a result of Injuries due to a Covered Accident and the surgery required is not covered by any other surgical benefit provided in this Policy.

The surgery must be performed within 180 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

## COMMON INJURIES BENEFIT (continued)

**Tendon/Ligament/Shoulder Cartilage/Rotator Cuff/Knee Cartilage Surgery Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if Your or Your Dependent's Injury, due to a Covered Accident, results in surgery to repair:

1. a tendon;
2. ligament;
3. shoulder cartilage;
4. rotator cuff; or
5. knee cartilage.

The applicable repair surgery must be performed within 180 days of the date of the Covered Accident.

If You or Your Dependent sustain more than one Injury that is payable under this benefit, the total amount that We will pay as the result of any one Covered Accident will be the lesser of:

1. the total amount payable for all; or
2. an amount that will not exceed two times the amount determined to be payable for the one Injury payable under this benefit that would pay the largest benefit.

We will pay the reduced amount shown for this benefit if such surgery is exploratory and without repair.

This benefit will not be paid concurrently with the Fracture Benefit or Dislocation Benefit. Of the three benefits, only the one benefit that pays the highest amount will be paid, and not more than once for all Injuries as the result of any one Covered Accident.

**Blood/Plasma/Platelets Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident which results in:

1. a transfusion; or
2. the administration, cross matching, typing and processing of blood plasma or blood platelets.

The transfusion must occur within 90 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Burn Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident which results in a burn to a percentage/size of body surface area.

Treatment must be received from a Physician within 72 hours of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent. The Maximum Benefit Amount that applies is based on percentage of burn of the body surface area. If more than one level of burn is sustained as the result of any one Covered Accident, only the one level that pays the highest amount will be paid. First degree burns are not covered.

## COMMON INJURIES BENEFIT (continued)

**Coma Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if:

1. You or Your Dependent sustain an Injury due to a Covered Accident which results in a Coma; and
2. the Coma:
  - a. begins while You or Your Dependent's insurance is in force; and
  - b. is diagnosed by a Physician as having commenced within 90 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

The Coma diagnosis must be supported by:

1. a Glasgow Coma Scale Score of eight or below throughout the time period stated in the definition of Coma; and
2. an Electroencephalogram (EEG).

The term Coma will not include any medically induced Coma.

**Concussion Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident which results in a concussion. A Physician must diagnose the concussion within 72 hours of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Dislocation/Separated Joint Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident:

1. which results in Your or Your Dependent's dislocation of a complete separated joint; and
2. for which a Physician treats the dislocation/separated joint either:
  - a. surgically; or
  - b. non surgically;within 90 days of the date of the Covered Accident

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

The total amount that We will pay under this benefit and under the Fracture Benefit for all Dislocations and Fractures sustained as the result of any one Covered Accident will be the lesser of:

1. the total amount payable for all; or
2. an amount that will not exceed two times the amount determined to be payable for the one Dislocation or Fracture that pays the largest benefit.

**Emergency Dental Work Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident which causes damage to a Sound Natural Tooth(or Teeth) and a Physician:

1. extracts; or
2. repairs the tooth by placement of a crown.

The extraction or placement of a crown must be performed within 90 days of the date of the Covered Accident.

The total amount that We will pay for:

1. all teeth extracted due to any one Covered Accident will not exceed the Maximum Benefit stated in the Schedule per extraction for up to 1 extraction; and
2. all teeth repaired by a crown as the result of any one Covered Accident will not exceed the Maximum Benefit stated in the Schedule per crown for up to 1 crown.

This benefit will not be paid for Injury caused by biting or chewing.

For this benefit, **Sound Natural Tooth (or Teeth)** means a tooth that has no active decay, has at least 50% bony support, has no filling on more than two surfaces, has no root canal treatment, is not an implant, is not in need of treatment except as a result of the Injury, and functions normally in chewing and speech. Crowns, bridges, and dentures are not considered sound natural teeth.

## COMMON INJURIES BENEFIT (continued)

**Family Child Daycare Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule for each day that Your Dependent receives child care if:

1. You sustain an Injury due to a Covered Accident which results in Your Confinement to a Hospital; and
2. the Confinement begins:
  - a. within 30 days of a Covered Accident which caused the Injury; and
  - b. while Your insurance is in force;
3. an expense is charged for a day of care by a child care provider who is licensed to provide such services in the jurisdiction in which the services are provided; and
4. the day of child care coincides with a day of Hospital Confinement which is covered under the Policy.

We will not pay this benefit for any day of child care that extends beyond a maximum payment period of 30 days. The Child receiving child care does not need to be a Dependent, but must:

1. qualify as a Child, as defined, except that such Child must be under age 14; or
2. qualify as an Incapacitated Child.

**Fracture Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident:

1. which results in a Fracture; and
  2. for which a Physician treats the Fracture either:
    - a. surgically; or
    - b. non surgically;
- within 90 days of the date of the Covered Accident.

**Fracture** means a broken bone which can be seen by x-ray or other similar diagnostic imaging and is a result of a serious Injury. Fracture does not include stress fractures, which are tiny cracks in a bone that can arise by the repetitive application of force, or from normal use of a weakened bone. Benefits are not payable for stress fractures.

**Chip/Avulsion Fracture** means a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

The total amount that We will pay under this benefit for multiple Fractures sustained as the result of any one Covered Accident will be the lesser of:

1. the total amount payable for all; or
2. an amount that will not exceed two times the amount determined to be payable for the Fracture that pays the largest benefit.

**Laceration Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident which results in a Laceration that is treated by a Physician within 72 hours of a Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Laceration** means a cut.

## COMMON INJURIES BENEFIT (continued)

**Lodging Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule for each day of a companion's Lodging if You or Your Dependent sustain an Injury due to a Covered Accident and:

1. due to an Injury, requires a Confinement that is more than 100 miles one-way from Your or Your Dependent's principal residence;
2. the Confinement occurs within 90 days from the date of the Covered Accident;
3. a person who is a companion accompanies You or Your Dependent and such companion incurs Lodging expense for the day;
4. the day coincides with a day the Confinement is covered under the Policy; and
5. Treatment is prescribed by a Physician.

This benefit is payable up to 30 days per Covered Accident for Your or Your Dependent's companion. The Lodging cannot be owned by the companion, You, or Your Immediate Family.

**Lodging** when used for this benefit means an overnight accommodation:

1. for which a room charge is made; and
2. in a hotel, motel, lodge, inn, or similar facility.

**Medical Supplies Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule for Your or Your Dependent's purchase of over-the-counter medical supplies for an Injury due to a Covered Accident.

The purchase of the over-the-counter medical supplies must be within 90 days of the date of the Covered Accident.

This benefit is payable up to 1 time per plan year for You or Your Dependent.

**Medical Supplies** mean supplies used to alleviate or treat the Injury due to a Covered Accident. These supplies cannot be cosmetic in nature or only beneficial to Your general health.

**Organized Sporting Activity Benefit:** If You or Your Dependent sustain an Injury due to a Covered Accident that occurs while participating in an Organized Sporting Activity, We will increase the amounts payable under:

1. the other benefits which are stated in the Common Injury Benefit; and
2. the benefits which are stated in the Follow Up Care Benefit;

by the percentage shown in the Schedule for this benefit.

This benefit will not increase the amounts payable under:

1. the Accidental Death and Dismemberment Benefit;
2. the Initial Care Benefit; or
3. any other benefits not specifically stated under the Common Injuries or Follow Up Care Benefits.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

The **Organized Sporting Activity** must be:

1. a competition; or
2. practice for a competition;

for amateurs only.

The competition must be:

1. governed by a set of written rules;
2. supervised by an adult that has completed all training required by the organization, and
3. overseen by a legal entity such as a public school system or sports association that is governed by a board of directors.

## COMMON INJURIES BENEFIT (continued)

**Paralysis Benefit:** We will pay the Maximum Benefit Amount shown for the applicable benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident which results in:

1. **Hemiplegia:** total and permanent Paralysis of one upper and one lower limb on opposite sides of the body;
2. **Paraplegia:** total and permanent Paralysis of both lower limbs; or
3. **Quadriplegia:** total and permanent Paralysis of both upper and lower limbs.

The Paralysis must:

1. be confirmed by a Physician;
2. be based on documented evidence that the Paralysis was caused by an Injury due to a Covered Accident; and
3. commence within 90 days of the date of the Covered Accident.

This benefit is payable for 1 Paralysis up to 1 time per Covered Accident for You or Your Dependent.

**Ruptured/Herniated Disc Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident:

1. which results in a Ruptured or Herniated Disc of the spine that is a direct result of the Covered Accident; and
2. for which Treatment is received from a Physician within 90 days of the date of the Covered Accident.

This benefit is payable up to 3 times per Covered Accident for You or Your Dependent.

**Ruptured or Herniated Disc** means the center of the spinal disc (nucleus pulposus) has ruptured, pushed or protruded outside its normal space and through the surrounding outer ring of cartilage (annulus fibrosus). The center nucleus has to go through the outer edge of the disc.

**Skin Grafts Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent sustain an Injury due to a Covered Accident:

1. which results in a skin graft; and
2. the skin graft is for a burn that is payable under the Burn Benefit.

This benefit is payable up to 3 times per Covered Accident for You or Your Dependent.



## COMMON INJURIES BENEFIT (continued)

**Transportation Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if:

1. You or Your Dependent sustain an Injury due to a Covered Accident;
2. the Injury requires Special Treatment; and
3. the first trip to the Special Treatment occurs within 90 days of the date of the Covered Accident.

This benefit is not payable for :

1. transport by ambulance if the Ground or Air Ambulance Benefit is also payable; or
2. any later transport if the initial transport to the Special Treatment occurred more than 90 days from the date of the Covered Accident.

This benefit is payable up to 3 times per Covered Accident for You or Your Dependent.

**Special Treatment** means Treatment that is prescribed by a Physician and that is not available within 100 miles of Your or Your Dependent's residence.

## ADDITIONAL BENEFITS

**Automobile Modification Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if You or Your Dependent require a permanent structural modification to a primary automobile as the result of an Injury due to a Covered Accident. The modification must be certified by a Physician as necessary to help enable travel in a primary automobile.

The expense for the automobile modification must occur within 365 days of the date of the Covered Accident.

This benefit is payable up to 1 time per Covered Accident for You or Your Dependent.

**Catastrophic Accident Benefit:** We will pay the Maximum Benefit Amount shown for this benefit in the Schedule if:

1. You or Your Dependent sustain an Injury due to a Covered Accident and the Injury results in the Loss of Use of one of the following:
  - a. Loss of both hands or both feet;
  - b. Loss of use of both arms or both legs;
  - c. Loss of one hand and one foot;
  - d. Loss of use of one arm and one leg;
  - e. Loss of sight of both eyes;
  - f. Loss of hearing in both ears;
  - g. Loss of ability to speak;
2. the Loss occurs within 90 days of the date of a Covered Accident;
3. You or Your Dependent survive the Injury from the date of the Covered Accident through the duration of a 180 consecutive day waiting period following the Covered Accident; and
4. You or Your Dependent are not in a Coma at the end of a 180 day waiting period.

You or Your Dependent must be treated for the Injury by a Physician within 90 days of the Covered Accident and remain under the regular care of a Physician during the 180 day waiting period. The Physician must certify at the end of the 180 day period that the Loss is permanent.

We will not pay more than the Maximum Benefit Amount stated in the Schedule for this benefit for all Losses sustained by You or Your Dependent as the result of any one Covered Accident.

This benefit is payable only once in Your or Your Dependent's lifetime.

This benefit will be reduced by any benefits paid under:

1. the Coma Benefit;
2. the Paralysis Benefit; or
3. the Dismemberment schedule of the Accidental Death and Dismemberment Benefit.

**Loss of Use** means the total and permanent loss:

1. of function of the entire arm from the shoulder to the hand or the entire leg from the hip to the foot because of incurable Paralysis;
2. of sight, which is defined as the total and permanent loss of sight;
3. of hearing, which is defined as deafness in both ears that cannot be corrected to any functional degree by any procedure, aid or device;
4. of speech, which is defined as the loss of audible communication such that it cannot be corrected to any functional degree by any procedure, aid or device.

## ADDITIONAL BENEFITS

**Medical Expense Benefit:** We will pay the Covered Medical Expenses incurred for Your or Your Dependent's Injuries due to a Covered Accident provided that:

1. payment will not exceed the Maximum Benefit Amount shown for this benefit in the Schedule for all such expenses incurred as the result of any one Covered Accident;
2. the expenses are incurred for Treatment received within 90 days of the Covered Accident.

The term **Covered Medical Expenses** means expenses which are:

1. incurred for Treatment in:
  - a. a Hospital;
  - b. a Physician's office;
  - c. Urgent Care Center; or
  - d. Hospital Emergency Room; and
2. not in excess of those which the Physician or facility has indicated a willingness to accept as evidenced by its agreements with insurers, fee for service plans, or similar programs.

We will not pay for any expenses that You or Your Dependent are not legally required to pay.

**Wellness Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule for up to 1 Health Screening Test performed for You for each person insured under this benefit. per calendar year.

Health Screening Test is defined as:

- Stress test on a bicycle or treadmill
- Fasting blood glucose test
- Blood test for triglycerides
- Serum cholesterol test to determine level of HDL and LDL
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- Chest X-ray
- Colonoscopy
- Flexible sigmoidoscopy
- Hemoccult stool analysis
- Mammography
- Pap smear
- PSA (blood test for prostate cancer)
- Serum Protein Electrophoresis (blood test for myeloma)
- Thermography
- Virtual Colonoscopy

This benefit will be paid as long as the Policy is in force and You or Your Spouse remain insured under this benefit of the Policy. The benefit will be paid regardless of the results of the test. The Wellness Benefit is paid in addition to any other payments You and/or Your Spouse receive under the Policy.

**Interaction with Wellness Benefit:** If You have purchased this Wellness Benefit under more than one policy issued by UnitedHealthcare Insurance Company, the Wellness Benefit for any Health Screening Test is payable only once per calendar year for each person insured under this benefit, regardless of any other such benefit. Another Wellness Benefit is only payable if it is for a different Health Screening Test issued under a separate policy.

## GENERAL LIMITATIONS AND EXCLUSIONS

**General Limitations and Exclusions:** We will not pay a benefit for a loss contributed to or caused by:

1. Sickness, disease, bodily or mental infirmity, or medical or surgical Treatment of these (except pyogenic infections through an Accidental wound);
2. suicide or any loss which is intentionally self-inflicted;
3. active participation in a riot;
4. commission of or attempt to commission a felony;
5. an act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature;
6. loss sustained or contracted in consequence of being intoxicated or under the influence of any controlled substance unless administered on the advice of a Physician;
7. driving or in physical control of a Motor Vehicle while Intoxicated;
8. engaging in the following hazardous activities, including skydiving, hang gliding, auto racing, dirt bike riding, mountain climbing, Russian Roulette, autoerotic asphyxiation, bungee jumping, base jumping or using off-road vehicles that are not registered for use on-road based on applicable state law;
9. riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
10. travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people;
11. travel or flight in, or descent from any aircraft, except if employment duties require You to be a pilot and/or passenger in a privately owned aircraft, or as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people;
12. practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received;
13. Injury arising out of or in the course of any occupation or employment for pay or profit, or any Injury or Sickness for which You or Your Dependent are entitled to benefits under any Workers' Compensation Law, Employers' Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule; or
14. an Accident that occurs outside of the United States.

In addition to the exclusions shown above, no payment will be made for Treatment received outside of the United States.

## GENERAL PROVISIONS

### **Time Limit on Certain Defenses:**

1. After two years from the date of issue of the policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for the policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of the two-year period.
2. No claim for loss incurred or disability (as defined in the policy) commencing after two years from the date of issue of the policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage under the policy.

**Grace Period:** A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force (subject to Our right to cancel in accordance with the cancellation provision hereof).

**Unpaid Premium:** Upon the payment of a claim under the policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

**Notice of Claim:** Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to Us at the administrative address shown on the face page of this certificate, or to any authorized agent of Ours, with information sufficient to identify the insured, shall be deemed notice to Us.

**Claim Forms:** Upon receipt of a notice of claim, We will furnish to the claimant such forms as are usually furnished by Us 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 the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Proofs of Loss:** Written proof of loss must be furnished to Us at Our said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**Time of Payment of Claim:** Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

**Payment of Claims:** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured.

If any indemnity of this policy shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity, up to an amount not exceeding \$1,000.00, to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

## GENERAL PROVISIONS (continued)

**Physical Examinations and Autopsy:** We, at Our own expense shall have the right and opportunity to examine the person of the insured when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Change of Beneficiary:** Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

**Misstatement of age:** If the age of the insured has been misstated, all amounts payable under the policy shall be such as the premium paid would have purchased at the correct age.

**Cancellation:** We may cancel the policy at any time by written notice delivered to the Policyholder, or mailed to his last address as shown by Our records, stating when, not less than five days thereafter, such cancellation shall be effective; and after the policy has been continued beyond its original term the Policyholder may cancel the policy at any time by written notice delivered or mailed to Us, effective upon receipt or on such later date as may be specified in such notice. In the event of cancellation by either the Policyholder or Us, We will return promptly the unearned portion of any premium paid. The Policyholder shall pay, on a pro rata basis, the earned premium which has not been paid. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

Upon providing the Policyholder with notice of Our intent to cancel, We will cease accepting applications under the Policy. However, the Policy will not terminate with respect to inforce certificates until the last certificate cancels in accordance with its termination provisions and no person remains insured under the Policy. The Policy will only terminate earlier with respect to inforce certificates if We and the Policyholder:

1. agree to such termination;
2. arrange separately or jointly for coverage under any inforce certificate to transition to a new policy; and
3. the new policy continues such coverage for the same or similar benefits.

**The Termination of an Insurance Option under the Policy:** We may cancel or modify any Insurance Option if the number of Employees insured falls below the greater of:

1. 10 Covered Persons; or
2. 10% of all eligible Employees.

**Conformity With State Statutes:** Any provision of the policy which, on its effective date, is in conflict with the statutes of California, is hereby amended to conform to the minimum requirements of such statutes.

**Fraud:** The falsity of any statement in the application for coverage shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by Us.

**IMPORTANT NOTICE TO PERSONS ON MEDICARE THIS INSURANCE DUPLICATES SOME  
MEDICARE BENEFITS**

**THIS IS NOT MEDICARE SUPPLEMENT INSURANCE**

This insurance provides limited benefits, if you meet the policy conditions, for hospital or medical expenses that result from accidental injury. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

*This insurance duplicates Medicare benefits when it pays:*

- hospital or medical expenses up to the maximum stated in the policy

*Medicare generally pays for most or all of these expenses.*

**Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:**

- hospitalization
- physician services
- hospice
- outpatient prescription drugs if you are enrolled in Medicare Part D
- other approved items and services

**This policy must pay benefits without regard to other health benefit coverage to which you may be entitled under Medicare or other insurance.**

**Before You Buy This Insurance**

✓ Check the coverage in **all** health insurance policies you already have.

✓ For more information about Medicare and Medicare Supplement insurance, review the *Guide to Health Insurance for People with Medicare*, available from the insurance company.

✓ For help in understanding your health insurance, contact your state insurance department or state health insurance assistance program SHIP.

## CERTIFICATE MODIFICATIONS RIDER

### NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

#### **COVERAGE**

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

- **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care



## **CERTIFICATE MODIFICATIONS RIDER**

cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

### **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- 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 certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C)

## CERTIFICATE MODIFICATIONS RIDER

### NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O Box 16860,  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927- 4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

## CERTIFICATE MODIFICATIONS RIDER

### Modification(s) to the Certificate

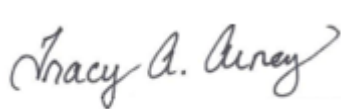
**Policyholder:** BA, Holdings, Inc.

**Policy Number:** 371448

It is agreed that the Certificate is amended as follows:

Effective January 1, 2024, with respect to residents of the states as shown on the subsequent pages, the following provisions amend, replace or are added, when applicable, to the Certificate, and all other conditions apply.

Signed for UnitedHealthcare Insurance Company by:



Tracy A. Arney, Secretary



Jessica Paik, President

**UnitedHealthcare Insurance Company**  
**Hartford, Connecticut 06103-3408**

## STATUTORY PROVISIONS

### ALASKA

Residents of the state of Alaska, the following provisions are included to bring your Certificate into conformity with Alaska state law:

#### **General Definitions**

If Dependent coverage is included and **Domestic Partner** is defined, it is amended so that any references to gender (i.e., "of the opposite or same sex" or "of the same sex") are removed.

#### **Initial Care Benefit**

If the **Physician Office / Urgent Care Center Visit Benefit** is included, a Physician's visit includes services or Treatment at, or by, a dental office, chiropractor, or occupational, physical, speech or mental health therapist.

#### **General Limitations and Exclusions**

The hazardous activities exclusion is amended to remove any reference to off-road vehicles.

The travel/flight exclusion is amended with regard to charter flights by deleting the phrase "seating 15 or more people."

The Accident that occurs outside of the United States exclusion is amended to add "unless the Accident occurs in Canada while enroute to another Alaska location."

The Treatment received outside of the United States exclusion is amended to add "or Canada."

#### **Claim Provisions**

**Overpayment of Claim** is amended to advise that we have the right to recover any overpayments within 180 days of payment of a benefit.

### ARKANSAS

Residents of the state of Arkansas, the following provisions are included to bring your Certificate into conformity with Arkansas state law:

#### **Insurer Information Notice**

Any questions regarding the Policy may be directed to:

UnitedHealthcare Insurance Company  
Administrative Offices  
9700 Health Care Lane – 8<sup>th</sup> Floor  
Minnetonka, MN 55343  
1-866-615-8727

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, Arkansas 77202

#### **Eligibility, Effective Date, and Termination**

If Dependent coverage is included, **Continuation of an Incapacitated Child** is amended to remove the 31 day notice requirement of the incapacity.

## FLORIDA

Residents of the state of Florida:

**The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida**

The following provisions are included to bring your Certificate into conformity with Florida state law:

### **General Definitions**

If Dependent coverage is included, the definition of **Child** is amended to include foster Child(ren).

If Dependent coverage is included and **Domestic Partnership** is defined, it is amended to remove any specific living arrangements and affiliated time period requirements.

If Dependent coverage is included, the definition of **Incapacitated Child** is amended to remove any requirement that the Child be unmarried.

### **Eligibility, Effective Date and Termination Provisions**

If Dependent coverage is included, **Newborn Child Provision** is amended to include an adopted Child. The adopted Child will become insured on the date the Child was placed with You for adoption at the same Benefit Amount that applies to Your other Children. If no other Children are insured, then the lowest amount available to Children under the Policy applies until We are notified of another amount that is available for Children. The timeframe for notification of, and premium payment for, a newborn or adopted Child is extended to 60 days; and insurance for the newborn/adopted Child may end on the date You request.

### **Claim Provisions**

**Time of Claim Payment** is amended to advise that if an extension is required, We must provide within 45 days of receipt of initial proof, a description of any further proof needed and an explanation of why such material is needed.

**Legal Actions** is amended to extend the timeframe in which no suit may be brought from three years after the date of loss to five years.

## IDAHO

Residents of the state of Idaho, the following provisions are included to bring your Certificate into conformity with Idaho state law:

### **NOTICE TO CERTIFICATE HOLDER**

This is an Accident only Certificate and it does not pay benefits for loss from Sickness. Review this Certificate carefully. This Certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

**10 Day Free Look:** You have the right to return this certificate within 10 days of its delivery and to have any premium paid, refunded if after examination, You are not satisfied for any reason.

### **Insurer Information Notice**

Any questions regarding the Policy may be directed to:

UnitedHealthcare Insurance Company  
Administrative Offices  
9900 Bren Road East  
Minnetonka, MN 55343  
1-888-299-2070

If the question is not resolved, you may contact the Idaho Department of Insurance:

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043  
1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

**The following Outline of Coverage is included:**

**ACCIDENT ONLY COVERAGE**

**THIS CERTIFICATE PROVIDES LIMITED BENEFITS**

**BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER  
ALL MEDICAL EXPENSES**

**OUTLINE OF COVERAGE for UHI-ACC-POL-ID-1 (2018) and UHI-ACC-CERT-ID-1 (2018)**

**This IS NOT A MEDICARE SUPPLEMENT policy. If you are eligible for Medicare, review the Guide to Health Insurance for People With Medicare available from the company**

1. *Read your Certificate Carefully* - This outline of coverage provides a very brief description of some important features of your coverage. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **Read Your Certificate Carefully!**
2. Accident-only coverage is designed to provide coverage for certain losses resulting from a covered accident ONLY, subject to any limitations contained in the policy. Coverage is not provided for medical expenses.
3. *Amount and Duration of Benefits* – The coverage pays you or your Dependent (if applicable) the Maximum Benefit Amount for each Benefit shown on the Certificate Schedule, subject to all the terms, limits, and exclusions of the policy.

Refer to the Certificate Schedule for:

- a. Maximum Benefit Amount; and
- b. Any Additional Benefits that apply

4. *Exceptions, Reductions and Limitations* - We will not pay a benefit for a loss contributed to or caused by:
  1. disease, bodily or mental infirmity, or medical or surgical Treatment of these (except pyogenic infections through an Accidental wound);
  2. suicide or intentionally self-inflicted Injury;
  3. active participation in a riot;
  4. committing or attempting to commit a crime, or participating or attempting to participate in a crime;
  5. taking part in the commission of an assault or being engaged in an illegal activity;
  6. an act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature;
  7. use of alcohol or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, unless prescribed for You by a Physician and taken as prescribed;
  8. driving or in physical control of a Motor Vehicle while Intoxicated;
  9. engaging in the following hazardous activities, including skydiving, hang gliding, auto racing, dirt bike riding, mountain climbing, Russian Roulette, autoerotic asphyxiation, bungee jumping, base jumping or using off-road vehicles that are not registered for use on-road based on applicable state law;
  10. riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
  11. travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people;
  12. travel or flight in, or descent from any aircraft, except if employment duties require You to be a pilot and/or passenger in a privately owned aircraft, or as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people;
  13. practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received;
  14. Injury arising out of or in the course of any occupation or employment for pay or profit, or any Injury or Sickness for which You or Your Dependent are entitled to benefits under any Workers' Compensation Law, Employers' Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule; or
  15. an Accident that occurs outside of the United States.

In addition to the exclusions shown above, no payment will be made for Treatment received outside of the United States.

**Renewability** - Your insurance will terminate on the earliest of the following dates:

1. the last day of the period the required premium is due but not paid, subject to the Grace Period provision;
2. the date You cease to be a member of a class eligible for insurance;
3. the date the Policy terminates, or a specific benefit terminates;
4. the date You are no longer Actively at Work due to a labor dispute, including but not limited to strike, work slowdown or lock out; or
5. the date You are no longer Actively at Work for any other reason, unless insurance is continued in accordance with the Continuation of Insurance Provisions.

UHI-ACC-OOC-ID-1

### **General Definitions**

If Dependent and **Domestic Partner** and/or **Civil Union** coverage is included, the definition of **Child** is amended to include a Child for whom legal guardianship has been awarded to you or your spouse, Domestic Partner, or partner in a Civil Union. If Dependent coverage is included and **Domestic Partner** and/or **Civil Union** is defined, it is amended to always include both opposite or same sex.

The **Hospital** definition is amended to include an institute which operates either on its premises or in facilities available to the hospital on a prearranged basis.

### **Eligibility, Effective Date and Termination Provisions**

**Enrolling for Your Insurance and Your Dependent's Insurance Under the Policy** is amended to allow for 60 days to enroll in coverage for a newborn or newly adopted child.

If Dependent coverage is included, the **Newborn Child Provision** is amended to include adopted newborn Children that are Placed with You within 60 days of the adopted Child's date of birth, and will become covered by the Policy from the moment of live birth. An adopted newborn Child Placed with You more than 60 days after their birth is covered by the Policy from and after the date the Child is so Placed. Placed means physical placement in the care of the adopting Covered Person. If physical placement is prevented due to the medical needs of the child, "placed" means the date the adopting Covered Person signs an agreement for adoption of the child and assumes financial responsibility for the child.

We must receive notification the Child within 60 days next following the date of birth, adoption or placement for adoption. The appropriate premium, if any, must be received within 31 days of the date the monthly premium invoice is received by the Policyholder and a notice of premium, if any, is provided to You by the Policyholder.

Coverage will cease unless We receive written request and any required premium as stated above.

The coverage amount offered is the lowest amount available to Children under the Policy if no other Children are insured, until We are notified of another amount that is available for Children.

A Congenital Anomaly refers to a condition existing at or from birth that is a Significant Deviation from the common form or function of the body. Congenital Anomaly is often caused by a hereditary or developmental defect or disease.

Significant Deviation means a deviation which impairs the function of the body and includes, but is not limited to, the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital anomalies.

### **General Limitations and Exclusions**

The following exclusions are not applicable (if included in your Certificate):

- taking part in the commission of an assault or being engaged in an illegal activity;
- driving or in physical control of a Motor Vehicle while Intoxicated;
- travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people;
- travel or flight in, or descent from any aircraft, except if employment duties require You to be a pilot and/or passenger in a privately owned aircraft, or as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people;

The crime exclusion is replaced with "actively committing a felony, or actively participating in a felony."

The act of war exclusion is replaced with “an act of war, declared or undeclared, whether civil or international.”

The use of alcohol exclusion is replaced with “alcoholism or drug addiction.”

The engaging in hazardous activities exclusion is replaced with “engaging as a professional in the following hazardous activities, including sky diving, hang gliding, mountain climbing, bungee jumping, or base jumping.”

The riding in or driving in a race, stunt show, or speed test exclusion is replaced with “riding in or driving as a professional any motorized dirt bike, off-road vehicle, or motor driven vehicle in a race, stunt show or speed test.”

The competitive athletic contest exclusion is amended to remove “semi professional”.

## **MINNESOTA**

Residents of the state of Minnesota, the following provisions are included to bring your Certificate into conformity with Minnesota state law:

### **General Definitions**

If Dependent coverage is included, the definition of **Child** is amended to include a grandchild of either the Covered Person or the Covered Person's Spouse who is financially dependent upon and who resides with the Covered Person or the Covered Person's Spouse.

### **General Limitations and Exclusions**

The use of alcohol exclusion is replaced with “use of narcotics, unless administered on the advice of a Physician.”

The riding in or driving any motor-driven vehicle exclusion is replaced with “riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test.”

## **NORTH CAROLINA**

Residents of the state of North Carolina, the following provisions are included to bring your Certificate into conformity with North Carolina state law:

The following disclosure is added:

### **Important Cancellation Information — Please Read the Provision Entitled, **Covered Person Termination of Insurance.****

### **General Definitions**

The “change in the number of dependents” item in the **Change in Status** definition is amended to remove the requirement that it be for tax purposes. This item is also amended to include placement of a Child in a foster home.

If Dependent coverage is included, the definition of **Child** is amended to include the following: a non-custodial Child; a foster Child from the date they are placed in a foster home; or a Child for whom You are required to provide insurance due to a court or administrative order. An adopted Child's insurance is effective from the date of placement for the purpose of adoption and continues unless placement is disrupted prior to legal adoption and the child is removed from placement.

The definition of **Hospital** is amended to include: In North Carolina, Hospital also means a duly licensed State tax-supported institution which may be a specialty facility for one particular type of illness or one that may not have an operating room and related equipment for surgery. State tax-supported institutions includes community mental health centers and other health clinics which are certified as Medicaid providers.

### **Eligibility, Effective Date and Termination Provisions**

If Dependent coverage is included, the **Newborn Child Provision** includes Adopted and Foster Children.

**Continuation of an Incapacitated Child** is amended to require proof of continued incapacity not more than once per year.

### **Initial Care Benefit**

If the **Physician Office / Urgent Care Center Visit Benefit** is included, a Physician's visit includes services or Treatment at, or by, a chiropractor.



### **Waiver of Premium Benefit**

If the **Waiver of Premium Benefit** is included, the timeframe to provide proof of Total Disability is amended to extend to no later than 180 days after the date of Total Disability. The extension of 180 days also applies to providing proof after requested.

### **General Limitations and Exclusions**

The On Job Injury exclusion is replaced with the following:

On Job Injury or any Injury arising out of or in the course of any occupation or employment for pay or profit, 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. This exclusion does not apply if this insurance is issued on a 24 hour basis as shown in the Schedule.

### **Claim Provisions**

**Notice of Claim** is amended to allow that written notice of a claim may also be given to Our authorized agent.

**Proof of Claim** is amended to extend the timeframe in which written proof of claim must be filed, to 180 days.

## **NORTH DAKOTA**

Residents of the state of North Dakota, the following provisions are included to bring your Certificate into conformity with North Dakota state law:

**The Covered Person will have 10 days to review this Certificate. If the Covered Person is not satisfied for any reason, he may send the Certificate back to Us within 10 days of its delivery. In that event, We will consider it void and refund all premium paid by the Covered Person.**

### **General Definitions**

If Dependent coverage is included, the definition of **Child** includes a child of a Dependent.

If Dependent coverage is included and **Eligible Student** is defined, the restriction of not being in the armed forces is removed.

## **OKLAHOMA**

Residents of the state of Oklahoma, the following provisions are included to bring your Certificate into conformity with Oklahoma state law:

### **The following disclosures are included:**

Certificates delivered in the state of Oklahoma are subject to the terms and conditions of the Certificate and not the Policy. This Certificate is issued in and governed by the laws of the state of Oklahoma.

## **FRAUD WARNING**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### **Eligibility, Effective Date, Termination**

If Dependent coverage is included, the **Newborn Child Provision** is replaced with the following:

**Newborn Child:** Your newborn child will become covered under the Policy from the moment of birth. The child will be covered for Injury only, and have the same benefits as applies to Your other Children covered under the Policy. If the Primary Covered Person has no children covered under the Policy, the newborn will have the same benefits as You, except that any benefit payable under the Policy at a reduced percentage for Dependent Children, will also be at the reduced percentage for the newborn. You must notify Us that he has a newborn child within 31 days of the child's birth. The newborn's coverage will cease on the later of:

1. the Premium Due Date; or
2. the 31st day;

next following the child's birth unless the child is Enrolled and required Premium paid on or before that date.

### **General Limitations and Exclusions**

The act of war exclusion is amended to include "when serving in the military or an auxiliary unit."

### **Claim Provisions**

**Overpayment of Claim** is amended to limit the recovery period to 24 months unless it is a case of claimant fraud.

## **TEXAS**

Residents of the state of Texas, the following provision is included to bring your Certificate into conformity with Texas state law:

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### **UnitedHealthcare Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call:** UnitedHealthcare Insurance Company

**Toll-free:** 1-866-615-8727

**Mail:** United HealthCare Insurance Company Administrative Offices  
9900 Bren Road East, Minnetonka. MN 55343

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

**Call with a question:** 1-800-252-3439

**File a complaint:** [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Email:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Mail:** Consumer Protection, MC: CO-CP, Texas Department of Insurance,  
P.O. Box 12030, Austin, TX 78711-2030

### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### **UnitedHealthcare Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a:** UnitedHealthcare Insurance Company

**Teléfono gratuito:** 1-866-615-8727

**Dirección postal:** United HealthCare Insurance Company Administrative Offices,  
9900 Bren Road East, Minnetonka. MN 55343

## **hEl Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

**Llame con sus preguntas al:** 1-800-252-3439

**Presente una queja en:** [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Correo electrónico:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Dirección postal:** Consumer Protection, MC: CO-CP,  
Texas Department of Insurance,  
P.O. Box 12030, Austin, TX 78711-2030

07/2023

### **The following disclosure is included:**

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

## **VERMONT**

Residents of the state of Vermont, the following provision is included to bring your Certificate into conformity with Vermont state law:

### **Vermont Mandatory Civil Union**

**Purpose:** Vermont law requires coverage for parties to a civil union equivalent to that provided married persons. If any terms of the Policy would not be equivalent, the terms are hereby amended to comply. As used in this Notice, Civil Union means one established according to Vermont law.

**Definitions, Terms, Conditions and Provisions:** In Vermont, the word Spouse, as used in the Policy includes a person with whom the Covered Person has received a Certificate of Civil Union under Vermont law. Any terms that refer to a marital relationship such as "marriage," "spouse," "relative," "beneficiary," "survivor," "immediate family," and any other such terms includes the relationship created by a Civil Union.

Terms that refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree," "termination of marriage," and any other such terms include the inception or dissolution of a Civil Union.

Terms that refer to a family relationship arising from a marriage such as "family," "immediate family," "dependent," "children," "relative," "beneficiary," "survivor" and any other such terms include the family relationship created by a Civil Union. A child born or brought to a Civil Union will be a Child under the Policy if he meets all other Policy criteria to qualify under the definition of Child.

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE:** Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a Civil Union. For example, under federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA," controls the employer /employee relationship with regard to determining eligibility for enrollment in private employer health insurance plans. Because of ERISA, Act 91 of Vermont state law does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a Civil Union if the public employer provides such coverage to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a Civil Union and their families may or may not have access to certain benefits under a Policy or Certificate that derive from federal law. You are advised to seek expert advice to determine your rights under the Policy.

UHCAC-CIVUNION-VT

## WASHINGTON

Residents of the state of Washington, the following provision is included to bring your Certificate into conformity with Washington state law:

**The following Outline of Coverage is included:** UnitedHealthcare Insurance Company  
185 Asylum Street  
Hartford, Connecticut  
(Home Office)

### IMPORTANT INFORMATION ABOUT THE COVERAGE YOU ARE BEING OFFERED

Save this statement! It may be important to you in the future. The Washington State Insurance Commissioner requires that we give you the following information about fixed payment benefits.

**This coverage is not comprehensive health care insurance and will not cover the cost of most hospital and other medical services.**

This disclosure provides a very brief description of the important features of the coverage being considered. It is not an insurance contract and only the actual policy provisions will control. The policy itself will include in detail the rights and obligations of both the master policyholder and UnitedHealthcare Insurance Company.

This coverage is designed to pay you a fixed dollar amount regardless of the amount that the provider charges. Payments are not based on a percentage of the provider's charge and are paid in addition to any other health plan coverage you may have.

**CAUTION:** If you are also covered under a High Deductible Health Plan (HDHP) and are contributing to a Health Savings Account (HSA), you should check with your tax advisor or benefit advisor prior to purchasing this coverage to be sure that you will continue to be eligible to contribute to the HSA if this coverage is purchased.

The benefits under this policy are summarized below:

**Type of Coverage: Group Accident Insurance Coverage.** This is an Accident only Certificate and it does not pay benefits for loss from Sickness. This certificate does NOT provide general health insurance.

<u>ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT</u>		<u>MAXIMUM BENEFIT AMOUNT</u>
<b>Accidental Death and Dismemberment:</b>		
<ul style="list-style-type: none"><li>• Loss of life</li><li>• Loss of both hands or both feet</li><li>• Loss of one hand and one foot</li><li>• Loss of one hand or one foot</li><li>• Loss of two or more of fingers or toes</li><li>• Loss of one finger or one toe</li></ul>		<div>\$25,000</div> <div>\$25,000</div> <div>\$25,000</div> <div>\$12,500</div> <div>\$5,000</div> <div>\$2,500</div>
	Dependent Child amount is 50% of the amount shown above for the applicable loss	
<b>Accidental Death Common Carrier Benefit</b>		<div>\$100,000</div> <div>Dependent Child amount is 50% of the amount shown</div>
<u>INITIAL CARE BENEFIT</u>		<u>MAXIMUM BENEFIT AMOUNT</u>
<b>Ground Ambulance</b>		<div>\$300</div>
<b>Air Ambulance</b>		<div>\$1,500</div>
<b>Emergency Care Treatment</b>		<div>\$200</div>
<b>Physician Office / Urgent Care Center Visit</b>		<div>\$100</div>

<b><u>HOSPITAL CARE BENEFIT</u></b>	<b><u>MAXIMUM BENEFIT AMOUNT</u></b>
<b>Hospital Admission</b>	\$1,250
<b>Hospital Confinement</b>	\$300
<b>Hospital ICU Admission</b>	\$200
<b>Hospital ICU Confinement</b>	\$600
<b><u>FOLLOW UP CARE BENEFIT</u></b>	<b><u>MAXIMUM BENEFIT AMOUNT</u></b>
<b>Appliances:</b>	
• Wheelchair	\$225
• Knee Scooter	\$225
• Knee Immobilizer	\$225
• Lumbar Spine Brace	\$225
• Walking Boot	\$150
• Walker	\$150
• Crutches	\$150
• Leg Brace	\$150
• Cervical Collar	\$150
• Cane	\$75
• Ankle Brace	\$75
• Ankle Boot	\$75
• Air Cast	\$75
<b>Follow Up Physician Visit</b>	\$100
<b>Major Diagnostic Exam</b>	\$200
<b>Minor Diagnostic Exam</b>	\$40
<b>Prosthetic Device</b>	
• One Device	\$100
• Two Devices	\$2,000
<b>Rehabilitation Facility</b>	\$200
<b>Rehabilitation Therapy</b>	\$50
<b><u>COMMON INJURIES BENEFIT</u></b>	<b><u>MAXIMUM BENEFIT AMOUNT</u></b>
<b>Surgical Procedures:</b>	
<b>Abdominal/Thoracic Surgery</b>	
• Surgery to repair	\$2,000
• Exploratory surgery without repair	\$200
<b>Arthroscopic Surgery</b>	\$400
<b>Cranial Surgery</b>	\$400
<b>Eye Surgery:</b>	
• Removal of foreign body	\$200
• Surgical Repair	\$400
<b>Hernia Surgery</b>	\$400
<b>Non-Specific Surgery:</b>	
• General Anesthesia	\$400
• Conscious Sedation	\$200

<b>Tendon/Ligament/Shoulder Cartilage/Rotator Cuff/Knee Cartilage Surgery</b>		
• Surgery to repair		\$800
• Surgery to repair more than one		\$1,600
• Exploratory surgery without repair		\$267
<b>Blood/Plasma/Platelets</b>		\$500
<b><u>COMMON INJURIES BENEFIT (continued)</u></b>		<b><u>MAXIMUM BENEFIT AMOUNT</u></b>
<b>Burns:</b>		
• 2 <sup>nd</sup> degree burns (at least 36% of body surface)		\$938
• 3 <sup>rd</sup> degree burns (9 to 34 sq inches)		\$1,875
• 3 <sup>rd</sup> degree burns (35 or more sq inches)		\$15,000
<b>Coma</b>		\$7,500
<b>Concussion</b>		\$200
<b>Dislocation (Separated Joint)</b>	<b>Open Reduction (Surgically Corrected)</b>	<b>Closed Reduction (Non- Surgically Corrected)</b>
<b>Type of Dislocation:</b>		
• Ankle	\$2,531	\$1,266
• Collar Bone (Sternoclavicular)	\$1,519	\$759
• Collar Bone (Acromioclavicular separation)	\$884	\$422
• Elbow	\$1,519	\$759
• Finger	\$844	\$422
• Foot (except toes)	\$2,531	\$1,266
• Hand	\$1,519	\$759
• Hip	\$6,750	\$3,375
• Knee Cap (Patella)	\$3,825	\$1,913
• Lower Jaw	\$1,519	\$759
• Shoulder blade	\$1,519	\$759
• Toe	\$844	\$422
• Wrist	\$1,519	\$759
<b>Emergency Dental Work</b>		
• Crown		\$200
• Extraction		\$100
<b>Family Child Daycare</b>		\$75

COMMON INJURIES BENEFIT (continued)		MAXIMUM BENEFIT AMOUNT
Fractures	Open Reduction (Surgically Corrected)	Closed Reduction (Non- Surgically Corrected)
Type of Fracture:		
• Skull (except bones of face or nose)		
• Depressed	\$9,000	\$4,500
• Simple	\$ 4,875	\$2,438
• Sternum	\$9,000	\$4,500
• Hip and Thigh (Femur)	\$9,000	\$4,500
• Vertebrae (body of)	\$4,875	\$2,438
• Pelvis (excluding coccyx)	\$4,875	\$2,438
• Leg (from top of tibia to ankle joint)	\$4,875	\$2,438
• Face or nose (except teeth)	\$1,800	\$900
• Upper Jaw (except Alveolar process)	\$1,800	\$900
• Upper Arm (Elbow to Shoulder)	\$1,800	\$900
• Lower Jaw (except Alveolar process)	\$1,800	\$900
• Shoulder Blade or Collarbone	\$1,800	\$900
• Forearm, hand, wrist (except fingers)	\$1,800	\$900
• Kneecap	\$1,800	\$900
• Foot (excluding toes)	\$1,800	\$900
• Ankle	\$1,800	\$900
• Coccyx	\$1,500	\$750
• Finger or toe	\$675	\$338
• Sacral/Sacrum	\$1,800	\$900
• Vertebral Process	\$1,800	\$900
Fractures (Chip/Avulsion)	25% of the Closed Reduction (Non-Surgically Corrected) Benefit Amount	
Laceration:		
• Laceration not requiring stitches, staple, or glue		\$45
• Less than 5 cm		\$100
• 5 cm -15 cm		\$300
• Greater than 15 cm		\$600
Lodging		\$150
Medical Supplies		\$20
Organized Sporting Activity		25%
Paralysis		
• Hemiplegia		\$7,500
• Paraplegia		\$7,500
• Quadriplegia		\$15,000
Ruptured/Herniated Disc		\$600
Skin Graft		
• Percentage of Amount Payable under the Burn Benefit		25%
Transportation		\$300
ADDITIONAL BENEFITS		MAXIMUM BENEFIT AMOUNT
Wellness		\$50

**Benefit Trigger:** The coverage pays You or Your Dependent (if applicable) the Maximum Benefit Amount for each Benefit shown on the Certificate Schedule, subject to all the terms, limits, and exclusions of the policy. No Benefit Waiting Period is required.

**Duration of Coverage:** Your insurance will terminate on the earliest of the following dates:

1. the last day of the period the required premium is due but not paid, subject to the Grace Period provision;
2. the last day of the month during which You cease to be a member of a class eligible for insurance;
3. the date the Policy terminates, or a specific benefit terminates;
4. the date You are no longer Actively at Work due to a labor dispute, including but not limited to strike, work slowdown or lock out; or
5. the last day of the month during which You are no longer Actively at Work for any other reason, unless insurance is continued in accordance with the Continuation of Insurance Provisions.

In certain cases insurance may be continued as stated in the section of the Certificate titled ***CONTINUATION AND REINSTATEMENT PROVISIONS***.

**Renewability of Coverage:** The Policy will continue in force until it is canceled by either the Policyholder or UnitedHealthcare Insurance Company.

Policy provisions that exclude, eliminate, restrict, limit, delay, or in any other manner operate to qualify payment of the benefits described above include the following:

We will not pay a benefit for a loss contributed to or caused by:

1. Sickness, disease, bodily or mental infirmity, or medical or surgical Treatment of these (except pyogenic infections through an Accidental wound);
2. suicide or any loss which is intentionally self-inflicted;
3. active participation in a riot;
4. commission of or attempt to commission a felony;
5. an act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature;
6. loss sustained or contracted in consequence of being intoxicated or under the influence of any controlled substance unless administered on the advice of a Physician;
7. driving or in physical control of a Motor Vehicle while Intoxicated;
8. engaging in the following hazardous activities, including skydiving, hang gliding, auto racing, dirt bike riding, mountain climbing, Russian Roulette, autoerotic asphyxiation, bungee jumping, base jumping or using off-road vehicles that are not registered for use on-road based on applicable state law;
9. riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
10. travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people;
11. travel or flight in, or descent from any aircraft, except if employment duties require You to be a pilot and/or passenger in a privately owned aircraft, or as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people;
12. practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received;



13. Injury arising out of or in the course of any occupation or employment for pay or profit, or any Injury or Sickness for which You or Your Dependent are entitled to benefits under any Workers' Compensation Law, Employers' Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule; or
14. an Accident that occurs outside of the United States.

In addition to the exclusions shown above, no payment will be made for Treatment received outside of the United States.

UHI-ACC-OOC-WA

### **General Definitions**

If Dependent coverage is included and **Eligible Student** is defined, the restriction of not being married is removed.

If Dependent coverage is included and **Domestic Partner** is defined, it is amended to always include both opposite or same sex.

### **General Limitations and Exclusions**

The following exclusions are not applicable (if included in your Certificate):

- use of alcohol or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any - other such substance, unless prescribed for You by a Physician and taken as prescribed;
- driving or in physical control of a Motor Vehicle while Intoxicated;

**If any of the following benefits are included, the applicable amendments apply:**

### **Accidental Death and Dismemberment Benefit**

- Accidental Death and Dismemberment Benefit – the Loss occurs within 365 days of the date of the Covered Accident.
- The Accidental Death Common Carrier Benefit – the Loss of life occurs within 365 days of the Covered Accident that caused the Injury.

### **Initial Care Benefit**

- Ground Ambulance Benefit - Ground transport must occur within 365 days of the date of the Covered Accident.
- Air Ambulance Benefit - Air transport must occur within 365 days of the Covered Accident.
- Emergency Care Treatment Benefit – Treatment must be received within 365 days of the Covered Accident causing Injury which requires Treatment on an emergency basis.
- Physician Office/Urgent Care Center Visit Benefit - The visit must occur within 365 days of the date of the Covered Accident.

### **Hospital Care Benefit**

- Hospital Admission Benefit - The admission must begin within 365 days of the date of the Covered Accident.
- Hospital Confinement Benefit - The Confinement must begin within 365 days of the date of the Covered Accident.
- Hospital Intensive Care Unit Admission Benefit - The admission must begin within 365 days of the date of the Covered Accident.
- Hospital Intensive Care Unit Confinement Benefit - The Confinement must begin within 365 days of the date of the Covered Accident.

### **Follow Up Care Benefit**

- Appliance Benefit - The expense for the Appliance must be incurred within 365 days of the date of the Covered Accident that caused the Injury.
- Follow Up Physician Visit Benefit - The follow up visit(s) must occur within 365 days of the date of the Covered Accident.
- Major Diagnostic Exam Benefit - The exam must be performed within 365 days of the date of the Covered Accident in which symptoms suggest an Injury has occurred.
- Minor Diagnostic Exam Benefit - The exam must be performed within 365 days of the date of the Covered Accident, in which symptoms suggest an Injury has occurred.
- Prosthetic Device Benefit - The expense for the Prosthesis must be incurred within 365 days of the date of the Covered Accident.
- Rehabilitation Facility Benefit - is covered under the Hospital Care Benefit and within 365 days of the date of the Covered Accident.
- Rehabilitation Therapy Benefit - Therapy services must occur within 365 days of the date of the Covered Accident.

### **Common Injuries Benefit**

- Abdominal/Thoracic Surgery Benefit – the surgery occurs within 365 days of the date of the Covered Accident.
- Arthroscopic Surgery Benefit - The Arthroscopic Surgery must be performed within 365 days of the date of the Covered Accident.
- Cranial Surgery Benefit - The Cranial Surgery must be performed within 365 days of the date of the Covered Accident.
- Eye Surgery Benefit - The surgery or removal is received from the Physician within 365 days of the date of the Covered Accident.
- Hernia Surgery Benefit - The Hernia surgery must be performed within 365 days of the date of the Covered Accident.
- Non-Specific Surgery Benefit - The surgery must be performed within 365 days of the date of the Covered Accident.
- Tendon/Ligament/Shoulder Cartilage/Rotator Cuff/Knee Cartilage Surgery Benefit - The applicable repair surgery must be performed within 365 days of the date of the Covered Accident.
- Blood/Plasma/Platelets Benefit - The transfusion must occur within 365 days of the date of the Covered Accident.
- Burn Benefit - Treatment must be received from a Physician within 365 days of the Covered Accident.
- Coma Benefit – is diagnosed by a Physician as having commenced within 365 days of the date of the Covered Accident.
- Concussion Benefit - A Physician must diagnose the concussion within 365 days of the Covered Accident.
- Dislocation/Separated Joint Benefit – a Physician treats the dislocation/separated joint either surgically or non surgically within 365 days of the date of the Covered Accident.
- Emergency Dental Work Benefit - The extraction or placement of a crown must be performed within 365 days of the date of the Covered Accident.
- Family Child Daycare Benefit – the Confinement begins within 365 days of a Covered Accident which caused the Injury.
- Fracture Benefit – a Physician treats the Fracture either surgically or non surgically within 365 days of the date of the Covered Accident.
- Laceration Benefit - a Laceration that is treated by a Physician within 365 days of a Covered Accident.
- Lodging Benefit – a Confinement occurs within 365 days from the date of the Covered Accident.

- Medical Supplies Benefit - The purchase of the over-the-counter medical supplies must be within 365 days of the date of the Covered Accident.
- Pain Management/Epidural Benefit - The epidural anesthesia must be administered within 365 days of the date of the Covered Accident.
- Paralysis Benefit – The Paralysis must commence within 365 days of the date of a Covered Accident.
- Prescription Drugs Benefit - dispensed by a licensed pharmacy within 365 days for the Treatment of a Covered Accident.
- Raptured/Herniated Disc Benefit – for which Treatment is received from a Physician within 365 days of the date of the Covered Accident.
- Transportation Benefit - the first trip to the Special Treatment occurs within 365 days of the date of the Covered Accident. The benefit is not payable for any later transport if the initial transport to the Special Treatment occurred more than 365 days from the date of the Covered Accident.

#### **Additional Benefits**

- Automobile Modification Benefit - The expense for the automobile modification must occur within 365 days of the date of the Covered Accident.
- Catastrophic Accident Benefit - the Loss occurs within 365 days of the date of a Covered Accident; and must be treated for the Injury by a Physician within 365 days of the Covered Accident.
- Medical Expense Benefit - the expenses are incurred for Treatment received within 365 days of the Covered Accident.
- Occupational Human Immunodeficiency Virus (HIV) Benefit - a follow-up confirmatory antibody HIV test is taken within 365 days after the Injury and the result is positive.

This provision applies only where the interpretation of the Policy is governed by the Employee Retirement Income Security Act (ERISA).

### **STATEMENT OF EMPLOYEE ERISA RIGHTS**

The Employee Retirement Income Security Act of 1974 (ERISA) guarantees certain rights and protections to participants of welfare plans. Federal law and regulations require that a "Statement of ERISA Rights" be included in this description of the Plan.

You may examine, without charge, all Plan documents, including any insurance contracts, collective bargaining agreements, annual reports, summary plan descriptions and other documents filed with the Department of Labor. You can examine copies of these documents in the Plan Administrator's office or at other specified locations, or you can ask your supervisor where copies of the documents are available.

If you want a personal copy of Plan documents or related material, you should send a written request to the Plan Administrator. You will be charged only the actual cost of these copies.

You are entitled to receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. These individuals, called "fiduciaries," have an obligation to administer the Plan prudently and to act in the interest of Plan participants and beneficiaries. The named fiduciary for this Plan is the Plan Sponsor. No one, including the Employer or any other person, may fire a Covered Person or otherwise discriminate against a Covered Person in any way to prevent that person from obtaining a benefit or exercising their rights under ERISA.

When you become eligible for payments from the Plan, you should follow the appropriate steps for filing a claim. In case of claim denial, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide you the materials and pay you up to \$110 per day until you receive your materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a suit in a state or federal court provided you have exhausted the procedures and complied with the timeframes for review of the adverse claim decision provided below. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay costs and legal fees. For example, if you are successful, the court may order the person you sued to pay those costs and fees. If you lose or if the court finds your suit to be frivolous, you may be ordered to pay these costs and fees.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, contact the nearest Area Office of the Employee Benefits Security Administration, United States Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

## **CLAIMS DENIAL FOR ACCIDENT INSURANCE**

Notice of a decision to deny a claim (in whole or in part) shall be furnished to the claimant within 45 days following the receipt of the claim. Up to two extensions of 30 days each will be allowed for processing the claim for matters beyond the Plan's control or if additional information is needed from the claimant. If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the claimant prior to the expiration of the initial 45 day period.

The notice of extension shall indicate the special circumstances requiring the extension and the date by which the notice of decision with respect to the claim is expected to be furnished. If a claim is denied (in whole or in part) notice shall be provided to the claimant in writing and shall set forth: 1) the reason(s) for the denial which must contain a complete discussion of why the claim was denied, including the basis for disagreeing with the views of medical or vocational experts whose advice was obtained either by the claimant or by the plan in connection with the denial; 2) the internal rules, guidelines, protocols, standards or other similar criteria of the plan that were relied on in denying a claim or a statement that none exists; 3) a statement that the claimant is entitled to receive, upon request, the entire claim file and other relevant documents; 4) reference to the provision(s) of the Plan on which the denial is based; 5) a description of any additional material or information necessary for the claimant to perfect the claim, if the claim was denied because the claimant failed to provide all necessary information, and an explanation of why such material or information is necessary; 6) an explanation of the claim review procedure. Notices must also be provided in a culturally and linguistically appropriate manner in certain situations. If written notice of the denial is not furnished to the claimant within 45 days (or if an extension was required, 105 days) from the date the claim was received, the claim shall be deemed denied and the claimant shall then be permitted to proceed with the procedure set forth below.

## **REVIEW OF DENIED CLAIMS AND COMPLAINT PROCEDURE FOR ACCIDENT INSURANCE**

If a covered person or any person claiming through a covered person wishes to have a denied claim reviewed, a written request must be sent to the address identified in the claim denial letter.

Any complaint or dispute related to review of denied claims shall be resolved in accordance with the procedure set forth by the Plan Sponsor and outlined below.

1. The complainant may contact the Insurance Carrier's service representative in an attempt to resolve the complaint in an informal manner.
2. If the complainant is not satisfied with any attempts at informal resolution, the complainant must submit a written request for review of a denied claim or a written notice of the complaint or dispute to the address identified on the claim denial letter within 180 days of receipt of the claim denial notice. The complainant may submit supporting documentation or information to be considered. The complainant must submit any requested additional information or documents.
3. A written notice of the final decision will usually be sent to the complainant within 45 days of receipt of the written request for review of a denied claim or notice of a complaint or dispute. However, if special circumstances require an extension of time to reach a final decision, written notice of the final decision will be sent as soon as possible following the expiration of the initial 45 day period, but no later than 90 days following receipt of the request for review of a denied claim or notice of a complaint or dispute. If special circumstances require such an extension of time, written notice of the extension shall be furnished to the complainant prior to the expiration of the initial 45 day period. The written notice of the final decision must give specific reason(s) for the decision and include the above-referenced information set out above in the Claim Denial For Disability Insurance Section, items 1-4. A description of any applicable contractual limitations period and its expiration date must also be included. If the final written decision is not furnished to the complainant within 45 days (or if an extension was required, 90 days) from the date of receipt of the request for review of a denied claim or notice of a complaint or dispute, the request for review or the complaint or dispute shall be deemed to be rejected and denied on review. Notices must also be provided in a culturally and linguistically appropriate manner in certain situations.