

# **Group Accident Indemnity Insurance Certificate**

Association of Universities for Research in Astronomy (AURA)



## IMPORTANT NOTICES

### VOLUNTARY ACCIDENTAL INDEMNITY

If you reside in one of the following states, please read the important notice applicable to you.

#### Arizona residents:

**This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read this certificate carefully.**

#### California residents:

**FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON THE EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.**

#### Florida residents:

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

#### Louisiana residents:

**THIS CERTIFICATE DOES NOT CONSTITUTE COMPREHENSIVE HEALTH INSURANCE COVERAGE. THIS COVERAGE DOES NOT SATISFY THE INDIVIDUAL MANDATE OF THE AFFORDABLE CARE ACT (ACA).**

#### Maryland residents:

**This Certificate may omit some of the benefits required for a Certificate issued and delivered in Maryland.**

#### New Mexico residents:

**This type of plan is NOT considered “minimum essential coverage” under the Affordable Care Act (ACA) and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a federal tax penalty. Please consult your tax advisor.**

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#### North Carolina residents:

**This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but it is issued under a group master policy located in another state and may be governed by that state’s law.**



**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE, WHICH IS AVAILABLE FROM LIFE INSURANCE COMPANY OF NORTH AMERICA.**

**The Policy is a legal contract between the Policyholder and Us.**

**BENEFITS MAY BE REDUCED. PLEASE SEE THE SCHEDULE OF BENEFITS**

**IMPORTANT CANCELLATION INFORMATION – PLEASE READ “POLICY TERMINATION” PROVISION**

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

**Texas residents:**

**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.**



# **Life Insurance Company of North America**

**1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235**

## **A Stock Insurance Company**

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### **GROUP ACCIDENT INDEMNITY CERTIFICATE**

**THIS CERTIFICATE PROVIDES LIMITED COVERAGE.  
PLEASE READ YOUR CERTIFICATE CAREFULLY.**

We, the Life Insurance Company of North America, have issued a Group Policy, 960532 to Trustee of the Group Insurance Trust for Employers in the Services Industry.

We certify that We insure all eligible persons who are enrolled according to the terms of the Group Policy. Your coverage will begin according to the terms set forth in the *Effective Date Provisions* section.

This Certificate describes the benefits and basic provisions of Your coverage. It is not the insurance contract and does not waive or alter any terms of the Policy. If questions arise, the Policy language will govern. You may examine the Policy at the office of the Subscriber or the Administrator.

This Certificate replaces all prior Certificates issued to You under the Group Policy.



Matthew G. Manders, President

#### **30 DAY RIGHT TO EXAMINE CERTIFICATE**

Within 30 days of receipt of this Certificate, You can return it to Us for any reason if not satisfied with the insurance provided under this Certificate. We will return any premium that has been paid and this Certificate will be void as if it had never been issued.

Series 1.1

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## TABLE OF CONTENTS

SECTION	PAGE NUMBER
SCHEDULE OF BENEFITS .....	1
SCHEDULE OF BENEFITS FOR CLASS 1.....	2
DESCRIPTION OF COVERAGES AND BENEFITS .....	9
GENERAL DEFINITIONS.....	15
ELIGIBILITY .....	19
ENROLLMENT .....	19
EFFECTIVE DATE PROVISIONS.....	19
DEFERRED EFFECTIVE DATE PROVISIONS .....	21
TAKEOVER PROVISION .....	22
TERMINATION OF INSURANCE .....	23
CONTINUATION OF INSURANCE PROVISIONS.....	23
PORTABILITY PROVISIONS .....	24
COMMON EXCLUSIONS .....	25
CLAIM PROVISIONS.....	26
ADMINISTRATIVE PROVISIONS .....	28
GENERAL PROVISIONS.....	29
ENHANCED BENEFITS RIDER.....	32
WELLNESS HEALTH SCREENING TEST AND PREVENTIVE CARE BENEFIT RIDER.....	41
DOMESTIC PARTNER/CIVIL UNION PARTNER RIDER .....	44
MODIFYING PROVISIONS AMENDMENT .....	50



## **SCHEDULE OF BENEFITS**

**The Schedule of Benefits provides a brief outline of the coverage and benefits including the maximum benefit amount, benefit periods, and any limitations applicable to benefits provided in this Policy for each Covered Person, unless otherwise indicated.**

**This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the Policy provisions carefully.**

### **Covered Classes:**

Class 1	All active, Full-time Employees of the Employer and are regularly working a minimum of 20 hours per week, who are United States citizens and permanent resident aliens, regularly working in the United States. Excludes New Mexico Residents
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The following pages contain a Schedule of Benefits for each class of eligible Employees. For an explanation of these benefits, please see the *Description of Benefits* section.

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## **SCHEDULE OF BENEFITS FOR CLASS 1**

**Subscriber:** Association of Universities for Research in Astronomy (AURA)

**Effective Date of Subscriber:** January 1, 2018

**Minimum Subscriber Participation Requirements:**

10 enrolled Employees

**Eligibility Waiting Period:**

First of the month following the date of hire.

**Waiting Period:** 0 days unless otherwise specified

### **BENEFIT AMOUNTS PAYABLE**

All Employee benefits are payable at 100% of the Benefit Amount shown for the Eligible Employee.

All Spouse benefits are payable at 100% of the Benefit Amount shown for the Employee.

All Dependent Child(ren) benefits are payable at 100% of the Benefit Amount shown for the Employee.

## **ACCIDENT INDEMNITY BENEFITS**

### **EMPLOYEE BENEFITS**

#### **PLAN 1**

#### **INITIAL CARE AND EMERGENCY CARE BENEFITS**

<u>Benefit Type</u>	<u>Benefit Amount</u>
<b>Emergency Care Treatment</b>	
Benefit Amount	\$100
<b>Physician Office Visit</b>	
Benefit Amount	\$50
<b>Diagnostic Exam</b>	
Benefit Amount	\$10
<b>Ground Ambulance</b>	
Benefit Amount	\$300
<b>Water Ambulance</b>	
Benefit Amount	\$300
<b>Air Ambulance</b>	
Benefit Amount	\$1,200

## HOSPITALIZATION BENEFITS

### Benefit Type

#### **Hospital Admission**

Benefit Waiting Period 0 days

Benefit Amount \$500

#### **Hospital Stay**

Benefit Waiting Period 0 days

Benefit Amount \$100 per day

Maximum Benefit Period Up to 365 days

#### **Intensive Care Unit Stay**

Benefit Waiting Period 0 days

Benefit Amount \$200 per day

Maximum Benefit Period Up to 365 days

## FRACTURES BENEFIT

### Benefit Type

#### FRACTURES

Must be diagnosed and treated by a physician within 90 days of a Covered Accident

	<b>Non-Surgical/Closed</b>	<b>Surgical/Open</b>
	<u>Benefit Amount</u>	<u>Benefit Amount</u>
<b>Skull</b>	\$2,000	\$4,000
Pays for non-depressed or depressed skull fractures but not bones of face		
<b>Hip or Thigh</b>	\$2,000	\$4,000
<b>Vertebrae or Pelvis</b>	\$2,000	\$4,000
Pays for vertebrae, body of vertebrae, or pelvis fracture Will not pay for Coccyx, leg, or vertebral processes fractures		
<b>Upper Arm</b>	\$500	\$1,000
Pays for arm fractures located between elbow and shoulder Will not pay for Shoulder, Lower Arm, or Elbow fractures		
<b>Shoulder or Collarbone</b>	\$500	\$1,000
Pays for shoulder or collarbone fractures only Will not pay for Upper Arm fractures		
<b>Leg</b>	\$500	\$1,000
Will not pay for Thigh, knee, or ankle fractures		
<b>Ankle</b>	\$400	\$800
Will not pay for leg, foot, or heel fractures		
<b>Kneecap</b>	\$400	\$800
Will not pay for leg fractures		
<b>Lower Arm</b>	\$400	\$800
Pays for arm fractures located to the elbow and below the elbow Will not pay for Upper Arm or Bones of Wrist fractures		

<b>Foot</b> Will not pay for toe, ankle, or heel fractures	\$400	\$800
<b>Hand or Wrist</b> Will not pay for lower Arm or finger fractures	\$400	\$800
<b>Upper Jaw</b> Will not pay for lower jaw, teeth, or bones of face fractures	\$300	\$600
<b>Lower Jaw</b> Will not pay for Upper Jaw, Teeth, or Bones of face fractures	\$300	\$600
<b>Bones of Face or Nose</b> Will not pay for Upper Jaw, Lower Jaw, or Teeth fractures	\$300	\$600
<b>Vertebral Processes</b>	\$300	\$600
<b>Rib</b> More than 1 rib fracture pays 2 times the Benefit Amount	\$100	\$200
<b>Coccyx</b> We will not pay for Vertebrae or Pelvis fractures	\$100	\$200
<b>Finger</b> More than 1 finger pays 2 times the Benefit Amount. We will not pay for fractures to Hand or Wrist.	\$50	\$100
<b>Toe</b> More than 1 toe fracture pays 2 times the Benefit Amount shown on schedule. We will not pay for Foot, Heel or Ankle fractures.	\$50	\$100
<b>Sternum</b>	\$50	\$100
<b>Heel</b> We will not pay for Foot, Toe, or Ankle fractures	\$50	\$100
<b>Chip Fracture</b>  We will not pay in addition to Closed fracture benefit	25% of Closed fracture benefit	Not Applicable
<b>Multiple Fractures</b>  We will not pay multiple fracture benefit in addition to single fracture benefits	200% of the single fracture benefit for multiple fractures to the same bone	Not Applicable

## DISLOCATIONS BENEFITS

### Benefit Type

#### DISLOCATIONS:

Must be diagnosed and treated by a doctor within 90 days of a Covered Accident

	<b>Non-Surgical/Closed</b>	<b>Surgical/Open</b>
	<u>Benefit amount</u>	<u>Benefit amount</u>
<b>Hip Joint</b>	\$2,000	\$4,000
<b>Knee Joint</b>	\$2,000	\$4,000
<b>Bones of Foot</b>	\$2,000	\$4,000
<b>Ankle</b>	\$500	\$1,000
We will not pay for Bones of Foot or Toes		
<b>Wrist</b>	\$400	\$800
<b>Elbow</b>	\$300	\$600
<b>Shoulder</b>	\$200	\$400
<b>Hand</b>	\$200	\$400
<b>Collarbone</b>	\$200	\$400
<b>Lower Jaw</b>	\$200	\$400
<b>Finger or Toe</b>	\$50	\$100
More than 1 finger or toe pays 2 times the benefit		

## FOLLOW UP CARE

### Benefit Type

### Benefit Amount

#### **Follow up Physician Office Visit**

\$50

Benefit is limited to 10 treatments per Accident

#### **Follow up Physical Therapy Visits**

\$25

Benefit is limited to 10 treatments per Accident

**ENHANCED ACCIDENT BENEFITS RIDER**

All Employee benefits under this Rider are payable at 100% of the Benefit Amount shown for the Eligible Employee.

All Spouse benefits are payable at 100% of the Benefit Amount shown for the Employee.

All Dependent Child(ren) benefits are payable at 100% of the Benefit Amount shown for the Employee.

**EMPLOYEE BENEFITS****PLAN 1**

<u>Benefit Type</u>	<u>Benefit Amount</u>
<b>Small Burns</b>	\$100
<b>Large Burns</b> (3 <sup>rd</sup> degree pays 10x multiple)	\$750
<b>Skin-Graft Benefit</b>	50% of the applicable Benefit amount for Small Burns or Large Burns
<b>Small Lacerations</b>	\$50
<b>Large Lacerations</b>	\$400
<b>General Anesthesia Benefit</b>	\$50
<b>Medicine Benefit</b>	\$5
<b>Medical Supply Benefit</b>	\$5
<b>Abdominal or Thoracic Surgery</b>	\$1,000
<b>Tendon, Ligament, Rotator Cuff, or Knee Surgery - Repair</b>	\$200
<b>Tendon, Ligament, Rotator Cuff, or Knee Surgery - Exploratory</b>	\$100
<b>Ruptured Disc Surgery - repair</b>	\$500
<b>Eye Injury Surgery</b>	\$200
<b>Eye Injury - Removal of Foreign Object</b>	\$100
<b>Emergency Dental - Extraction</b>	\$75
<b>Emergency Dental - Broken Tooth</b>	\$50
<b>Concussion</b>	\$100
<b>Coma</b>	\$5,000
<b>Diagnostic Advanced</b>	\$50
<b>Appliance</b>	\$50
<b>Prosthesis</b>	\$400
<b>Paralysis - Paraplegia</b>	\$1,000
<b>Paralysis - Quadriplegia</b>	\$2,000
<b>Blood, plasma, platelets</b>	\$100
<b>Transportation</b>	\$400
<b>Family Lodging</b>	\$100 per day



**WELLNESS, HEALTH SCREENING TEST AND PREVENTIVE CARE BENEFIT RIDER**

All Employee benefits under this Rider are payable at 100% of the Benefit Amount shown for the Eligible Employee.  
All Spouse benefits are payable at 100% of the Benefit Amount shown for the Employee.  
All Dependent Child(ren) benefits are payable at 100% of the Benefit Amount shown for the Employee.

**EMPLOYEE BENEFITS**

**PLAN 1**

**Wellness Benefit**

**Health Screening Test Benefit**

**Preventive Care Benefit**

Benefit Amount \$50 per day to a maximum of \$50 per year

If a Wellness Treatment Benefit, Health Screening Test Benefit, or Preventive Care Benefit are payable for the same visit, only 1 benefit will be payable.

**Continuation Options**

Applicable Coverage(s)	Accident Indemnity Benefits and Optional Benefits for Employee, His Spouse and Dependent Child
For Family Medical Leave Maximum Benefit Period	up to 12 weeks
For Leave of Absence Maximum Benefit Period	up to 12 months
For Temporary Layoff Maximum Benefit Period	up to 2 months

**PORTABILITY**

Portable Period	Coverage continues to age 100
Amount of Portable Insurance	100%
Coverage(s) that may be ported	Employee, Spouse, Dependent Child
Benefits that may be ported	All
Maximum Age	70

**PREMIUM INFORMATION****INITIAL PREMIUM**

Premium:	Refer to your Plan and Rate Confirmation as provided at time of enrollment or application
Contribution(s):	The cost of coverage is paid by the Employee

**PREMIUM DUE DATES**

The Policy Effective Date and the first day of each succeeding modal period.

Premium rates are subject to change in accordance with the Changes in Premium Rates provision of the *Administrative Provisions* section of this Policy.

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## **DESCRIPTION OF COVERAGES AND BENEFITS**

This Description of Coverages and Benefits Section describes the Accident Coverages and Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the *General Definitions* section. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.

### **INITIAL CARE AND EMERGENCY BENEFITS**

#### **EMERGENCY CARE TREATMENT**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires Emergency Room Treatment due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

##### *Benefit Condition*

1. This benefit is payable once per Covered Accident, per Covered Person.
2. Treatment must occur within 30 days of accident for benefit to be payable.

##### *Benefit Limitations*

Benefit is payable up to 1 Covered Accident per month.

##### **Definition**

For purposes of this benefit:

**Emergency Room** means a trauma center or a special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.

**Immediate Family Member** means a person who is related to the Insured in any of the following ways: Spouse, and child (includes legally adopted child or stepchild).

##### **Exclusions**

Benefits will not be payable for treatment provided by an Immediate Family Member.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

#### **PHYSICIAN OFFICE VISIT**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires a Physician Office Visit due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

##### *Benefit Conditions*

Must be diagnosed and treated by a Physician within 90 days of the Covered Accident.

##### *Benefit Limitations*

1. This benefit is not payable if a Covered Person is eligible to receive a benefit under Emergency Care Treatment.
2. Only 1 benefit will be paid for each Covered Person per Covered Accident.

##### **Exclusions:**

This benefit is not payable for routine health examinations or immunizations for Covered Persons Age 60 and older, for visits for Mental or Nervous Disorders, or for visits by a surgeon while confined in a Hospital.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

## DIAGNOSTIC EXAM BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person requires diagnostic x-ray and laboratory examinations due to a Covered Injury as prescribed by a Physician that results directly and independently of all other causes from a Covered Accident. This benefit will be payable in addition to Emergency Care Treatment and/or Physician Office Visit benefits.

### *Benefit Conditions*

Examination must occur within 90 days of the Covered Accident.

### *Benefit Limitations*

1. This benefit pays for 1 diagnostic examination per Covered Accident.
2. This benefit shall not be payable more than 1 time per month.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

## AMBULANCE BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if the Covered Person requires ambulance services due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

### *Benefit Conditions*

1. The ambulance services provided must be for ground, water, and air transportation from the scene of the Covered Accident to the nearest Hospital that is able to provide appropriate care, or for transportation to the nearest Hospital within 90 days of the Covered Accident or between Hospitals.
2. This benefit is payable once per Covered Accident, per Covered Person.

### *Benefit Limitations*

1. This benefit shall not be payable more than 1 time per month.
2. We will pay this benefit in addition to the Emergency Care Treatment benefit.
3. We will only pay one benefit, ground, water, or air ambulance whichever is the greater amount.

**Exclusions** The exclusions that apply to this benefit are in the Common Exclusions Section.

## HOSPITAL BENEFITS

### HOSPITAL ADMISSION

We will pay the benefit shown in the *Schedule of Benefits*, if the Covered Person requires a Hospital Admission. This benefit will pay in addition to the Emergency Care Treatment benefit, Hospital Stay Benefit or Intensive Care Unit Stay Benefit.

### *Benefit Conditions*

1. admission occurs within 90 days of the Covered Accident; and
2. the Hospital Stay is as an inpatient, as defined by the Policy; and
3. the admission is the first Hospital admission for such Covered Accident; and
4. the benefit is payable on Day 0; and
5. the benefit is limited to 1 admission per month; and
6. this benefit will be paid only one time per Covered Accident.

#### *Benefit Limitation*

This benefit will not be payable if:

1. treatment is given in the emergency room; or
2. treatment is provided on an Outpatient basis; or
3. treatment is for Hospital re-admission for the same Covered Accident.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

### **HOSPITAL STAY BENEFIT**

We will pay the daily Hospital Stay benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the Covered Person requires a Hospital Stay due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident. Benefits are payable for up to 365 days.

#### *Benefit Conditions*

The Hospital Stay must meet all of the following:

1. be at the direction and under the care of a Physician;
2. begin within 90 days of the Covered Accident;
3. begin while the Covered Person's insurance is in effect; and
4. The Covered Person must be admitted for at least 23 hours or on an Inpatient basis.

The benefit will be paid for each day of a continuous Hospital Stay. If the Hospital Stay begins during the Benefit Waiting Period, the benefit will be paid for each continuous day that extends after the end of the Benefit Waiting Period, as shown in the *Schedule of Benefits*. If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.

#### *Benefit Limitations*

1. This benefit will not be payable for hospital re-admission for same Covered Accident.
2. The benefit is payable on day 0 and is limited to 1 admission per month.
3. If a benefit is payable under the Hospital Stay Benefit as well as under the Intensive Care Unit Stay Benefit, only 1 benefit will be paid for the same Covered Accident, which is the greater amount.
4. If the Covered Person leaves the Hospital and then returns within 90 days for the same or a related Covered Accident, We will still count that as one Hospital Stay. However, if the Covered Person is out of the Hospital for at least 90 days and then returns for the same or a related Covered Accident, We will count that as a different Hospital Stay.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

### **INTENSIVE CARE UNIT STAY BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits* subject to the following conditions and exclusions, if the Covered Person is confined in an ICU of a Hospital due to a Covered Accident resulting directly and independently of all other causes from a Covered Accident. Benefits are payable only for up to 365 days spent in an ICU for each Stay.

#### *Benefit Conditions*

The ICU Stay must meet all of the following:

1. be at the direction and under the care of a Physician;
2. begin within 90 days of the Covered Accident;
3. begin while the Covered Person's insurance is in effect.
4. the Covered Person must be admitted for at least 23 hours or on an Inpatient basis.

The benefit will be paid for each day of a continuous ICU Stay. If the ICU Stay begins during the Benefit Waiting Period, the benefit will be paid for each continuous day that extends after the end of the Benefit Waiting Period, as shown in the *Schedule of Benefits*. If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.

*Benefit Limitations*

1. This benefit will not be payable for Hospital re-admission for same Covered Accident.
2. The benefit is payable on day 0 and, is limited to 1 admission per month.
3. If a benefit is payable under the Hospital Stay Benefit as well as under the Initial Intensive Care Unit Benefit, only 1 benefit will be paid for the same Covered Accident, which is the greater amount.
4. If the Covered Person leaves the ICU and then returns within 90 days for the same or a related Covered Accident, we will still count that as one Stay. However, if the Covered Person is out of the ICU for at least 90 days and then returns for the same or a related Covered Accident, we will count that as a different Stay in an ICU.
5. Benefits are limited to 1 ICU stay per month.

**Definition** For purposes of this benefit:

**ICU** means an Intensive care or cardiac care unit of a Hospital that:

- a) is for the treatment of patients who are in acute or critical condition;
- b) is furnished with emergency life-saving equipment and supplies that are immediately at hand;
- c) is staffed 24 hours a day by Nurses who are specially trained to work in an intensive care unit; and
- d) is equipped and staffed to monitor each patient's vital signs around-the-clock.

An intensive care or cardiac care unit is not a recovery room. This means that it is not an area used primarily for post-operative or post-anesthesia care.

Stay in an ICU means the period of days that the Covered Person is in an ICU for the same or a related Injury. We will count all days that the Covered Person must spend in an ICU for the same or a related Injury as one Stay. The Covered Person must be admitted to a Hospital for at least 23 hours.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

**FRACTURES BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits* subject to the following conditions and exclusions, if the Covered Person sustains a Fracture or Chip Fracture due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Condition*

Must be diagnosed and treated by a Physician within 90 days of the Covered Accident.

*Benefit Limitations*

If the Covered Person sustains more than one fracture as a result of such Covered Accident, We will pay one benefit which is the greater amount.

**Definition** For purposes of this benefit:

**Fracture** means a bone that is broken as diagnosed by a Physician and corrected by open or closed reduction.

**Chip Fracture** means a fragment of a bone has been broken off as diagnosed by a Physician.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

## DISLOCATIONS BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* subject to the following conditions and exclusions, if the Covered Person sustains a Dislocation or Partial Dislocation due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

### *Benefit Condition*

Must be diagnosed and treated by a Physician within 90 days of the Covered Accident.

### *Benefit Limitations*

If the Covered Person sustains more than one Dislocation as a result of such Covered Accident, We will pay one benefit, which is the greater amount.

**Definition** For purposes of this benefit:

**Dislocation** means a completely separated joint as diagnosed by a Physician that can be corrected by open or closed reduction. A Partial Dislocation is an incomplete separated joint as diagnosed by a Physician.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

## FOLLOW-UP CARE

### FOLLOW UP PHYSICIAN OFFICE VISIT BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires a Follow-up Physician Office Visit due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident and is examined or treated by a Physician or medical professional in such individual's office. Recommendation from Physician is required and the Covered Person is entitled to payable Initial Care and/or Emergency Care benefits.

### *Benefit Conditions*

Examination or treatment must be provided within 90 days of the Covered Accident. Treatment must be completed within 365 days from the Covered Accident.

### *Benefit Limitations*

1. Limited to 1 Covered Accident per month for a Covered Person.
2. Only 10 benefits will be paid for each Covered Person per Covered Accident.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

## **FOLLOW UP PHYSICAL THERAPY BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the Covered Person requires Follow up Physical Therapy due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident. Recommendation from a Physician is required and the Covered Person is entitled to payable Initial Care and/or Emergency Care benefits.

### *Benefit Conditions*

1. Physical therapy must begin within 120 days of the Covered Accident.
2. All treatments must be completed within 365 days of the Covered Accident.

### *Benefit Limitations*

1. Limited to 1 Covered Accident per month for a Covered Person.
2. Only 10 benefits will be paid for each Covered Person per Covered Accident.

**Definitions** For purposes of this benefit:

**Physical Therapy** means manipulation by physical and mechanical means including heat treatment or diathermy, ultrasonic, microtherm, manipulation, adjustment, massage therapy and acupuncture as performed by a licensed Physical Therapist.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions Section*.

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## **GENERAL DEFINITIONS**

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

<b>Active Service</b>	<p>An Employee will be considered in Active Service with His Employer on any day that is either:</p> <ol style="list-style-type: none"><li>1. one of the Employer's scheduled work days on which the Employee is performing His regular duties on a Full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel; or</li><li>2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than disability or sick leave after 7 days, only if the Employee was in Active Service on the preceding scheduled workday.</li></ol> <p>A Covered Person is not considered in Active Service if he is:</p> <ol style="list-style-type: none"><li>1. Inpatient in a Hospital, receiving hospice or confined in a rehabilitation or convalescence center or custodial care facility;</li><li>2. confined at home under the care of a Physician for Sickness or Injury;</li><li>3. receiving disability benefits from any source due to his or her Sickness or Injury, Totally Disabled; or</li><li>4. unable to perform any of the activities of daily living (i.e. mobility, transferring, feeding, dressing, toileting,) without human supervision or assistance.</li></ol>
<b>Age</b>	<p>A Covered Person's Age, for purposes of initial premium calculations, is His Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is His Age attained on the last Policy anniversary.</p>
<b>Aircraft</b>	<p>A vehicle which:</p> <ol style="list-style-type: none"><li>1. has a valid certificate of airworthiness; and</li><li>2. is being flown by a pilot with a valid license to operate the Aircraft.</li></ol>
<b>Certificate</b>	<p><i>The Certificate</i>, including the Certificate Schedule, amendments, riders and supplements, if any, is a written statement prepared by us to set forth a summary of:</p> <ol style="list-style-type: none"><li>1. benefits to which the covered person is entitled;</li><li>2. to whom the benefits are payable; and</li><li>3. limitations or requirements that may apply.</li></ol>
<b>Covered Accident</b>	<p>A sudden, unforeseeable, external event that results, directly and independently of all other causes, from a Covered Injury or Covered Loss and meets all of the following conditions:</p> <ol style="list-style-type: none"><li>1. occurs while the Covered Person is insured under this Policy;</li><li>2. is not contributed to by disease, Sickness, mental or bodily infirmity;</li><li>3. is not otherwise excluded under the terms of this Policy.</li></ol>
<b>Covered Injury</b>	<p>Any bodily harm that results directly from a Covered Accident.</p>
<b>Covered Loss</b>	<p>A loss that is:</p> <ol style="list-style-type: none"><li>1. the result, directly from a Covered Accident; and</li><li>2. one of the Covered Losses specified in the <i>Schedule of Benefits</i>.</li><li>3. suffered by the Covered Person within the applicable time period specified in the <i>Schedule of Benefits</i>.</li></ol>
<b>Covered Person</b>	<p>An eligible person, as defined in the <i>Schedule of Benefits</i>, who is enrolled where required, has been accepted by Us, required premium has been paid when due and coverage under this Policy remains in force.</p>

**Dependent Child**

An Employee's child who meets the following requirements:

1. A child from live birth to 26 years old.
2. A child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

A child, for purposes of this provision, includes an Employee's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
3. stepchild who resides with the Employee and is financially dependent upon the Employee;
4. child for whom the Employee is the court-appointed legal guardian, as long as the child resides with the Employee and primarily depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns;
5. a child of the Employee's Domestic Partner/Partner to a Civil Union, provided the child is living with, and is financially dependent upon the Employee.

**Emergency Room Treatment**

Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition of such nature that failure to render immediate care could reasonably result in deterioration to the point of placing a Covered Person's life in jeopardy or cause serious impairment to bodily functions.

**Employee**

For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.

**Employer**

The Subscriber and any affiliates, subsidiaries or divisions shown in the *Schedule of Affiliates* and which are covered under this Policy on the date of issue or subsequently agreed to by Us.

**Full-time**

Full-time means the number of hours set by the Subscriber as a regular work week for Employees in the Employee's eligibility class.

**Furlough**

A temporary suspension or alteration of Active Service initiated by the Employer, for a period of time specified in advance not to exceed 30 days at a time.

**He, His, Him, Himself**

Refers to any individual, male or female.

**Hospital**

An institution that meets all of the following:

1. It is licensed as a Hospital pursuant to applicable law;
2. It is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. It is managed under the supervision of a staff of medical doctors;
4. It provides 24-hour nursing services by or under the supervision of a graduate registered Nurse (R.N.);
5. It has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available to it on a prearranged basis;
6. It charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics.

<b>Hospital Stay</b>	A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident/Loss. Separate Hospital Stays due to the same Covered Accident/Loss will be treated as one Hospital Stay unless separated by at least 90 days.
<b>Initial Open Enrollment Period</b>	The period in the calendar year when an eligible Employee who was hired on or before the Policy Effective Date may enroll for the first time for Insurance Benefits under this Policy.
<b>Injury</b>	Any accidental loss or bodily harm.
<b>Inpatient</b>	A Covered Person who is confined for at least one full day's Hospital room and board.
<b>Nurse</b>	A licensed graduate registered Nurse (R.N.), a licensed practical Nurse (L.P.N.), or a licensed vocational Nurse (L.V.N.) who is not: <ol style="list-style-type: none"> <li>1. employed or retained by the Subscriber;</li> <li>2. living in the Covered Person's household; or</li> <li>3. a parent, sibling, spouse or child of the Covered Person.</li> </ol>
<b>Outpatient</b>	A Covered Person who receives medical tests, treatment, or services from a Hospital, Ambulatory Surgical Center, medical clinic, or Physician's office and is not charged for room and board.
<b>Paralysis</b>	The complete and permanent loss of the use of two or more limbs.
<b>Pathologist</b>	A Physician who is licensed to practice pathological anatomy by the American Board of Pathology. Pathologist also means an osteopathic pathologist who is certified by the Osteopathic Board of Pathology.
<b>Physical Therapist</b>	A practitioner of physical therapy who is duly licensed in the state where he is practicing and who is practicing within the scope and limitations of that license.
<b>Physician</b>	A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not: <ol style="list-style-type: none"> <li>1. employed or retained by the Policyholder;</li> <li>2. living in the Covered Person's household; or</li> <li>3. a parent, sibling, spouse or child of the Covered Person.</li> </ol>
<b>Prior Plan</b>	The plan of insurance, providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.

<b>Rehabilitation Facility</b>	<p>A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:</p> <ol style="list-style-type: none"> <li>1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation Inpatient care;</li> <li>2. is duly licensed by the appropriate government agency to provide such services; and</li> <li>3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.</li> </ol> <p>A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.</p>
<b>Related Stays</b>	<p>Successive stays in a Hospital unless:</p> <ol style="list-style-type: none"> <li>1. any stay after the first is necessitated by causes entirely unrelated to the causes of the earlier stay; or</li> <li>2. the stays are separated by at least 90 days.</li> </ol>
<b>Sickness</b>	A physical or mental illness including pregnancy.
<b>Spouse</b>	The Employee's lawful spouse who is at least Age 18 but not yet Age 70. Except for purposes of determining initial eligibility, the term includes a spouse who is widowed or divorced or legally separated from an Employee.
<b>Subscriber</b>	Any participating organization that subscribes to the Trust to which this Policy is issued.
<b>Temporary Layoff</b>	A temporary suspension of Active Service for a period of time determined in advance by the Employer, other than a Furlough as defined. Temporary Layoff does not include the permanent termination of Active Service (including but not limited to a job elimination), which shall be treated as a termination of employment.
<b>Totally Disabled or Total Disability</b>	<p>Totally Disabled or Total Disability means either:</p> <ol style="list-style-type: none"> <li>1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or</li> <li>2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.</li> </ol>
<b>Trust</b>	The Group Insurance Trust for Employers named on the face page of this Policy.
<b>Waiting Period</b>	Waiting Period means the period of time shown in the <i>Schedule of Benefits</i> following the effective date of the Covered Person's insurance. No benefits will be paid for a Covered Loss which occurs during the Waiting Period.
<b>We, Us, Our, Insurance Company</b>	Life Insurance Company of North America.

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## **ELIGIBILITY**

### **Employee**

An Employee becomes eligible for coverage under this Policy on the date He meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. The Eligibility Waiting Period will not apply to an Employee, in Active Service on the Policy Effective Date, who was covered under the Prior Plan and satisfied the Eligibility Waiting Period, if any, of that plan. Credit will be given for any time that was satisfied.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if coverage ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed by the Employer, and within one year becomes a member of an eligible class.

### **Spouse and Dependent Children**

A Spouse and Dependent Children of an eligible Employee become eligible for any dependent coverage provided by this Policy on the later of the date the Employee becomes eligible or the date the Spouse or Dependent Child meets the applicable definition shown in the *General Definitions* section of this Policy. The Employee must be insured under the Policy in order to elect coverage for a Spouse or Dependent Child. An eligible person may be insured only once as of any given date under the Policy as a Covered Person, even though He may be eligible under more than one class of insureds.

## **ENROLLMENT**

An eligible Employee may apply for insurance, subject to the *Deferred Effective Date Provisions* section of this Policy, for Himself or any eligible Spouse or Dependent Child or to increase coverage for any Covered Person under this Policy during the Initial Open Enrollment Period or the Annual Re-enrollment period as agreed to by Us and the Subscriber.

An eligible Employee must be insured for coverage for which He is required to contribute to the cost of insurance in order to apply for coverage for an eligible Spouse or Dependent Child.

During the Initial Open Enrollment Period, an Employee, His eligible Spouse or Dependent Child may become insured under the coverage provided by this Policy.

Any Employee who is not in Active Service on the date His coverage would otherwise become effective under this Policy, may not become covered under this Policy until He returns to Active Service.

If an Employee's eligible dependent is not in Active Service on the date the coverage would otherwise be effective, it will be effective on the date the dependent returns to Active Service.

## **EFFECTIVE DATE PROVISIONS**

### **Policy Effective Date**

The Insurance Company agrees to provide the insurance described in this Policy in consideration of the Subscriber's application and payment of the initial premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page as long as the Minimum Participation Requirements shown in the *Schedule of Benefits* have been satisfied.

### **Subscriber Effective Date**

Insurance becomes effective for each Subscriber in consideration of the Subscriber's application, Subscription Agreement and payment of the initial premium when due. Insurance for the Subscriber becomes effective on the Effective date of Subscriber Participation as long as the Minimum Participation Requirements shown in the *Schedule of Benefits* have been satisfied.

### **Effective Date for Individuals (*Newly Eligible and Life Status*)**

#### **Voluntary Benefit**

For all Employee coverage, Evidence of Insurability is not required.

If the Employee applies for coverage and agrees to make required contributions within 31 days after the date He becomes eligible and, subject to the *Deferred Effective Date Provisions* section below, coverage becomes effective on the later of:

1. the effective date of the Subscriber's participation under this Policy;
2. the date We or the Employer receive the Employee's completed enrollment form;
3. the first of the month following the date We receive the Employee's completed enrollment form.

For all Spouse coverage, Evidence of Insurability is not required.

If the Spouse is eligible for coverage, and the Employee applies for coverage and agrees to make required contributions within 31 days after the date the Spouse becomes eligible and, subject to the *Deferred Effective Date Provisions* section below, coverage becomes effective on the later of:

1. the effective date of the Subscriber's participation under this Policy;
2. the date the Employee becomes eligible;
3. the date the Employee's coverage becomes effective;
4. the date the dependent meets the definition of Spouse as applicable;
5. the date We or the Employer receive the completed enrollment form;
6. the first of the month following the date We or the Employer receive the completed enrollment form.

For all Dependent Child coverage, Evidence of Insurability is not required.

If the Dependent Child is eligible for coverage, and the Employee applies for coverage and agrees to make required contributions within 31 days after the date the Dependent Child becomes eligible and, subject to the *Deferred Effective Date Provisions* section below, coverage becomes effective on the later of:

1. the effective date of the Subscriber's participation under this Policy;
2. the date the Employee becomes eligible;
3. the date the Employee's coverage becomes effective;
4. the date the dependent meets the definition of Dependent Child as applicable;
5. the date We or the Employer receive the completed enrollment form;
6. the first of the month following the date We or the Employer receive the completed enrollment form for Dependent Child coverage.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date the child qualifies as a Dependent Child.

### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class, will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

### **Benefit Reduction**

An Employee may reduce benefits on Himself, Spouse or Dependent Child under this Policy at any time. A benefit reduction, other than requested at an Annual Re-enrollment, will be effective on the date the Insurance Company receives the completed change form. A request for a benefit reduction received during an Annual Re-enrollment will become effective on the Policy anniversary following the enrollment period.

## **DEFERRED EFFECTIVE DATE PROVISIONS**

### **Active Service**

The effective date of coverage will be deferred for any Employee or any eligible Spouse or Dependent Child who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date He returns to Active Service, or the date coverage would otherwise have become effective.

### **Annual Re-Enrollment and Life Status Change**

An Annual Re-Enrollment is a period of time once per year as agreed to by Us and the Subscriber when an Employee can apply for coverage or to increase coverage on Himself, Spouse or Dependent Child under this Policy.

### ***Life Status Change***

A Life Status Change is an event that the Employer has determined qualifies an Employee to apply for coverage or to increase coverage on Himself, His Spouse or Dependent Child due to a Life Status Change under this Policy.

Life Status Changes that qualify an Employee to apply or increase coverage for Himself include:

1. marriage;
2. loss of a spouse; whether by death, divorce, annulment or legal separation;
3. birth or adoption of a child, or acquiring a child through marriage;
4. a change in the group benefit plan available to the Employee's Spouse;
5. a change in the Employee's employment status that affects eligibility for group benefits for either the Employee or His Spouse;
6. termination of a Spouse's employment; and
7. as specified in the Employer's Plan which this Policy insures.

Life Status Changes that qualify an Employee to apply or increase coverage for His eligible Spouse and Dependent Child include:

1. marriage;
2. loss of a spouse; whether by death, divorce, annulment or legal separation;
3. birth or adoption of a child, or acquiring a child through marriage;
4. a change in the group benefit plan available to the Spouse;
5. a change in the Spouse's employment status that affects eligibility for group benefits for either the Employee or His Spouse;
6. termination of a Spouse's employment; and
7. as specified in the Employer's Plan which this Policy insures.

### ***Annual Re-Enrollment***

An Employee who is eligible to apply, but did not previously enroll, may apply or is insured may apply for an increase for coverage. Changes to coverage for an Employee who applies during the enrollment period and agrees to make required contributions 31 days after enrollment period ends are as follows:

The Employee may apply for an increase in coverage on an insured Spouse or for coverage on a Spouse who is eligible to be insured but was not previously enrolled by the Employee.

The Dependent Child who is eligible to apply, but was not previously enrolled by the Employee, the Employee may apply or is insured the Employee may apply for an increase for coverage.

For all Employee, Spouse and Dependent Child coverage, Evidence of Insurability is not required.

Coverage for which an Employee, Spouse and Dependent Child is eligible will be effective on the effective date of this Policy's anniversary following the enrollment period.

## **TAKEOVER PROVISION**

This provision applies only to Employees and the Employee's dependents who were covered for Group Critical Illness coverage under a Prior Plan provided by the Subscriber or by an entity that has been acquired by the Subscriber on the day prior to the date the Employee would have first become eligible to be insured under this Policy.

- A. This section A applies to Employees who are not in Active Service on the day prior to the date the Employee would have first become eligible to be insured under this Policy due to a reason for which the Prior Plan and this Policy both provide for continuation of coverage. If the required premium is paid when due, We will insure an Employee and the Employee's dependents, to which this section applies during and for the balance of the period for which coverage would be continued under the Prior Plan that occurs after the effective date of this Policy. This coverage will be provided until the earlier of the date: (a) the Employee, and the Employee's dependents, returns to Active Service, (b) continuation of coverage under the Prior Plan would end but for termination of that plan; or (c) the date continuation of coverage under this Policy would end if computed from the first day the Employee and the Employee's dependent was not in Active Service. The Policy will provide this coverage as follows:
1. If benefits are payable under the Prior Plan during the period that coverage is continued, then no benefits are payable under this Plan.
  2. If benefits are not payable under the Prior Plan during the period that coverage is continued, solely because the Prior Plan terminated, benefits payable under this Policy will be the lesser of: (a) the benefits that would have been payable under the Prior Plan; or (b) those provided by this Policy. Credit will be given for partial completion under the Prior Plan of Elimination Periods and partial satisfaction of the pre-existing condition limitations.
- B. The Benefit Waiting Period under this Policy will be waived for the following benefits while the Employee and the Employee's dependents are, insured under this Policy if all of the following conditions are met:
1. The Covered Loss results from the same or related causes as a Covered Loss for which benefits were payable under the Prior Plan;
  2. Benefits are not payable for the Covered Loss under the Prior Plan solely because it is not in effect;
  3. A Benefit Waiting Period would not apply to the confinement if the Prior Plan had not ended;
  4. The Covered Loss begins within 90 day of the Employee's, and the Employee's dependents, return to Active Service and the Employee's, and the Employee's dependents, coverage under this Policy is continuous from this Policy's Effective Date.

Benefits will be determined based on the lesser of: (1) the amount of the gross benefit under the Prior Plan and any applicable maximums; and (2) those provided by this Policy. If benefits are payable under the Prior Plan for a Covered Injury or Covered Loss, no benefits are payable under this Policy.



## **TERMINATION OF INSURANCE**

The insurance on a Covered Person will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated.
2. the date the Subscriber's participation under this Policy ends.
3. the date the Employee is no longer in Active Service.
4. the next premium due date after the date the Employee is no longer in a Covered Class or satisfies eligibility requirements under this Policy.
5. the last day of the last period for which premium is paid.
6. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy, as shown in the *Schedule of Benefits*.
7. with respect to a Spouse or Dependent Child, the date of the death of the covered Employee or the date of divorce from the covered Employee.
8. for a Spouse, the date the Spouse reaches age 70.
9. for a Dependent Child, the date the Dependent Child reaches age 26, unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

## **CONTINUATION OF INSURANCE PROVISIONS**

If an Employee is no longer in Active Service, He may be eligible to continue insurance. The following provisions explain the continuation options available under this Policy.

Notwithstanding any other provision of this Policy, if an Employee's Active Service ends due to termination of employment, or any other termination of the employment relationship, insurance will terminate and Continuation of Insurance under this section will not apply.

### **Continuation for Layoff, Leave of Absence or Family Medical Leave**

If an Employee's Active Service ends due to personal or family medical leave approved timely by the Employer, coverage will continue for up to the Maximum Benefit Period as shown in the *Schedule of Benefits* for family medical leave. Premiums are required for this insurance and are to be remitted directly to the Subscriber.

If an Employee's Active Service ends due to any other leave of absence approved in writing by the Employer prior to the date the Employee ceases work, coverage will continue up to the Maximum Benefit Period as shown in the *Schedule of Benefits*. Premiums are required for this insurance and are to be remitted directly to the Subscriber. An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

If an Employee's Active Service ends due to Temporary Layoff, coverage will continue up to the Maximum Benefit Period shown in the *Schedule of Benefits*. Premiums are required for this insurance and are to be remitted directly to the Subscriber.

## **PORTABILITY PROVISIONS**

Insurance provided by this Policy is portable, except as provided for specific benefits or coverages, for an Employee for whom all eligibility ends under this Policy as shown in the *Schedule of Benefits* and satisfies all of the conditions below.

### **Whose Insurance is Portable**

A covered Employee who:

1. has not attained the Maximum Age for Portability shown in the *Schedule of Benefits*,
  2. applies and agrees to pay required premiums,
- may remain covered under this Policy for the Portable Period shown in the *Schedule of Benefits*.

Any Spouse or Dependent Child insurance provided under the covered Employee's Certificate is portable when the Employee ports His coverage.

### **Amount of Portable Insurance**

The amount of portable insurance is shown in the *Schedule of Benefits*. Any additional coverages and benefits for which the Covered Person was insured are portable only if shown in the *Schedule of Benefits*.

### **Effective Date of Ported Insurance**

Ported insurance will become effective under this section on the date the Covered Person's insurance under the Policy would otherwise have terminated, as described above, if the Covered Person has applied and agreed to pay required premiums within 31 days of the date He would otherwise have ceased to be eligible. The Covered Person need not show Us that He is insurable.

### **Termination of Ported Insurance**

Insurance will end on the earliest of the following dates:

1. the day after the end of the last period for which premiums are paid;
2. the end of the Portable Period.
3. the date the Covered Person reaches the Maximum Age for Portability shown in the *Schedule of Benefits*.
4. the date the Employee's ported coverage terminates.

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## **COMMON EXCLUSIONS**

### **Exclusions and Limitations**

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the Description of Benefits section:

1. intentionally self-inflicted Injury, suicide or any attempt thereof while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. declared or undeclared war or act of war;
4. a Covered Loss that occurs while on active duty service in the military, naval or air force of any country or international organization. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
5. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
6. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Loss occurred.
7. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
8. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
  - a. except as a fare-paying passenger on a regularly scheduled commercial airline;
  - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
  - c. being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
  - d. designed for flight above or beyond the earth's atmosphere;
  - e. an ultra-light or glider;
  - f. being used for the purpose of parachuting or skydiving;
  - g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
9. travel in any Aircraft owned, leased or controlled by the Subscriber, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Subscriber if the Aircraft may be used as the Subscriber wishes for more than 10 straight days, or more than 15 days in any year;
10. in addition, benefits will not be paid for services or treatment rendered by a Physician, Nurse or any other person who is:
  - a. employed or retained by the Subscriber;
  - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
  - c. living in the Covered Person's household;
  - d. a parent, sibling, spouse or child of the Covered Person;
11. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
12. injuries that occur in the workplace or during the course of any employment for pay, benefit, or profit.

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## **CLAIM PROVISIONS**

### **Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as is reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Subscriber's name and Policy number and the Your name, address, Policy and Certificate number.

### **Claim Forms**

We will send claim forms with written instructions for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

### **Time of Payment of Claims**

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

### **Payment of Claims**

All benefits will be paid in United States currency. All benefits payable under the Policy are payable to the Covered Person, if living. If the Covered Person dies while any of these benefits remain unpaid, We may choose to make direct payment to any of the Covered Person's following living relatives: Spouse, mother, father, child or children, brothers or sisters; or to the executors or administrators of the Covered Person's estate. Benefits for loss of life will be payable in accordance with the Beneficiary provision and this *Claim Provisions* section.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled.

Any payment made by Us in good faith pursuant to this provision will fully discharge Us, and release Us from all liability, to the extent of such payment.

### **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine You, Your Spouse and/or Dependent Child when and as often as We may reasonably require while a claim is pending 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 may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

**Beneficiary**

The beneficiary is the person or persons You name or change on a form executed by You and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Subscriber. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

You may change the beneficiary at any time by giving written notice to the Subscriber, or the Insurance Company. A beneficiary designation or change will become effective on the date You, Your Spouse or Dependent Child execute it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless You, Your Spouse or Dependent Child have specified otherwise. The share of any beneficiary who does not survive You, Your Spouse or Dependent Child will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to Him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. Your estate or the estate of Your Spouse and/or Dependent Child of the Covered Person.

**Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when You, Your Spouse or Dependent Child die, We may recover the overpayment from You, Your Spouse's or Dependent Child's estate.

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## **ADMINISTRATIVE PROVISIONS**

### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect.

### **Payment of Premium**

#### **Covered Person**

You, Your Spouse and/or Dependent Child may be responsible for the payment of premium directly to Us, as determined by the Employer from the Policy Effective Date, or following the expiration of 60 days from the date insurance is continued for You, Your Spouse and/or Dependent Child under the *Continuation of Insurance Provisions* section of the Policy. Premium shall be due monthly, unless You, Your Spouse and/or Dependent Child and the Insurance Company agree on some other period for premium payment. If premium is not paid when due, insurance will end as of the premium due date, except as provided in the Grace Period provision below.

### **Grace Period**

#### **Covered Person**

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. Your, Your Spouse's and/or Dependent Child's insurance under this Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the Grace Period, insurance will end on the last day of the period for which premiums were paid.

### **Reinstatement of Insurance**

If an Employee's Active Service ended due to an Employer-approved leave pursuant to the Family and Medical Leave Act (FMLA) and Continuation of Insurance is not applicable, an Employee's insurance may be reinstated at the conclusion of the FMLA leave.

If an Employee's Active Service ends due to the Employer-approved unpaid leave of absence, other than an approved FMLA leave, insurance may be reinstated only:

1. if the reinstatement occurs within 12 weeks from the date insurance ends; or
2. when returning from military service pursuant to the Uniformed Services Employment Act of 1994 (USERRA).

If an Employee's Active Service ends due to Temporary Layoff insurance may be reinstated only if the reinstatement occurs within 31 days from the date insurance ends.

For insurance to be reinstated the following conditions must be met:

1. An Employee must be in a Class of Eligible Employees.
2. The required premium must be paid.
3. The Insurance Company must receive a written request for reinstatement within 31 days from the date an Employee returns to Active Service.

Reinstated insurance will be effective on the date the Employee returns to Active Service. If the Employee did not fully satisfy the Eligibility Waiting Period or the Pre-Existing Condition Limitation (if any) before insurance ended due to an approved unpaid leave of absence or Temporary Layoff, credit will be given for any time that was satisfied.

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## **GENERAL PROVISIONS**

### **Entire Contract; Changes**

This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

### **Subscriber Participation Under This Policy**

An organization may elect to participate under this Policy by submitting a signed Subscriber participation agreement to the Policyholder. No participation by an organization is in effect until approved by Us.

### **Misstatement of Fact**

If the Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

### **Certificates**

Where required by law, We will provide a Certificate for delivery to the Covered Person. Each Certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

### **30 Day Right To Examine Certificate**

If a Covered Person does not like the Certificate for any reason, it may be returned to Us within 30 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

### **Multiple Certificates**

The Covered Person may have in force only one Certificate at a time under this Policy. If at any time the Covered Person has been issued more than one Certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one Certificate was issued.

A Covered Person is not eligible for insurance under more than one Certificate providing similar benefits for insurance under group policies issued by Us. If premium is being paid for more than one such Certificate, insurance will be in effect under the Certificate with the earliest effective date and premiums paid for Certificates which are not in effect will be refunded.

### **Assignment**

The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if We receive it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Loss. Any other attempt to assign will be void.

**Incontestability****This Policy or Participation Under This Policy**

All statements made by the Subscriber to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Subscriber.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

**A Covered Person's Insurance**

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

**Policy Termination**

We may terminate insurance on or after the first anniversary of the Policy Effective Date. The Subscriber may terminate insurance on any Premium Due Date. Written notice by certified mail must be given at least 31 days prior to such Premium Due Date. Failure by the Subscriber to pay premiums when due or within the Grace Period shall be deemed notice to Us to terminate insurance at the end of the period for which premium was paid.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a loss that occurs while insurance was in effect.

**Agency**

The Employer is acting as Your agent for transactions relating to insurance under the Policy. The actions of the Employer shall not be considered the actions of the Insurance Company, and the Insurance Company is not liable for any of their acts or omissions.

**Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

**Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

**Policy Changes**

We may agree with the Subscriber to modify a plan of insurance without the Covered Person's consent.



**Workers' Compensation Insurance**

This Policy is not in place of and does not affect any requirements for insurance under any Workers' Compensation law.

**Examination of the Policy**

This Policy will be available for inspection at the Subscriber's office during regular business hours.

**Examination of Records**

We will be permitted to examine all of the Subscriber's records relating to this Policy. Examination may occur at any reasonable time while the Policy is in force. Examination may also occur:

1. at any time for two years after the expiration of this Policy; or, if later,
2. upon the final adjustment and settlement of all claims under this Policy.

**Ownership of Records**

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

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## **ENHANCED BENEFITS RIDER**

This Rider is attached to and made a part of your group insurance Policy. It is subject to the terms, conditions, limitations and exclusions contained in the policy as well as those set forth in this Rider.

Rider Effective Date: January 1, 2018

## **BENEFITS**

This Rider provides limited Enhanced Accident Benefits. We will pay the benefit shown in the *Schedule of Benefits*, if any Covered Person incurs a covered loss for which a benefit is payable under this Rider.

### **Non-Duplication of Benefits**

If the Benefits under this Rider would duplicate Benefits payable under the Policy as a result of a Covered Accident, then such Benefits will only be payable under the Policy and not under this Rider.

### **Small Burns Covering 20% or Less Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person sustains one or more 2<sup>nd</sup> or 3<sup>rd</sup> degree burns that covers 20% or less body surface provided the burn is due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

#### *Benefit Conditions*

Treatment must be received for the burns within 90 days of the Covered Accident and provided by a Physician.

#### *Benefit Limitations*

1. If We pay a 3<sup>rd</sup> degree burn benefit, We will not pay a 2<sup>nd</sup> degree burn benefit from the same Covered Accident for the same burned area of the body.
2. This benefit is payable only once per covered person, per accident.
3. This benefit is not payable for burns directly or indirectly caused by or resulting from, sunburn.
4. This benefit will not be payable if a Large Burn Benefit is payable from the same Covered Accident.

### **Large Burns Covering More Than 20% Benefit (3<sup>rd</sup> degree pays 10x multiples)**

We will pay the benefit shown in the *Schedule of Benefits* if a Covered Person sustains one or more 2<sup>nd</sup> or 3<sup>rd</sup> degree burns that covers more than 20% of body surface provided the burn is due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

#### *Benefit Conditions*

Treatment must be received for the burns within 90 days of the Covered Accident and provided by a Physician.

#### *Benefit Limitations*

1. If We pay a 3<sup>rd</sup> degree burn benefit, We will not pay a 2<sup>nd</sup> degree burn benefit from the same Covered Accident for the same burned area of the body.
2. This benefit is payable only once per Covered Person, per Covered Accident.
3. This benefit is not payable for burns directly or indirectly caused by or resulting from, sunburn.

**Skin Graft Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires a skin graft as a result of a burn due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. A Small Burns or Large Burns benefit must be paid before We pay this benefit.
2. The skin graft must be performed within 90 days after the Covered Accident.

*Benefit Limitations*

This benefit is payable only once per Covered Person per Covered Accident.

**Small Lacerations Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person is injured and sustains one or more lacerations less than or equal to 6 inches long and requires 2 or more sutures due to a Covered Injury requiring treatment resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

Treatment must be received for the laceration(s) within 90 days from the date of the Covered Accident and provided by a Physician.

*Benefit Limitations.*

1. For multiple lacerations we will pay a maximum of 2 times the benefit shown in the *Schedule of Benefits*.
2. This benefit is payable only once per Covered Person per Covered Accident.

**Large Lacerations Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person is injured and sustains one or more lacerations more than 6 inches long and requires 2 or more sutures due to a Covered Injury requiring treatment resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

Treatment must be received for the laceration(s) within 90 days from the date of the Covered Accident and provided by a Physician.

*Benefit Limitations.*

1. For multiple lacerations we will pay a maximum of 2 times the benefit.
2. This benefit is payable only once per covered person per Covered Accident.

**General Anesthesia Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires Anesthesia for surgery due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. General anesthesia must be administered by a Nurse anesthetist or Physician.
2. The surgery must be performed by a Physician within 90 days from the date of the Covered Accident.

*Benefit Limitations.*

This benefit is only payable 1 time per covered Accident.

**Medicine Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person purchases over-the-counter medications due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

Medicine must be purchased within 90 days from the date of the Covered Accident.

*Benefit Limitations.*

This benefit is only payable 1 time per Covered Accident.

**Medical Supply Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person purchases over-the-counter medical supplies due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

Medical supplies must be purchased within 90 days from the date of the Covered Accident.

*Benefit Limitations*

1. We will not pay for Durable Medical Equipment.
2. This benefit is only payable 1 time per Covered Accident.

**Abdominal or Thoracic Surgery Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires abdominal or thoracic surgery due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

The surgery must be performed by a Physician within 120 days from the date of the Covered Accident.

*Benefit Limitations*

1. This benefit is only payable 1 time per covered accident.
2. If We pay this benefit, We will not pay for any other surgical benefit.

**Tendon, Ligament, Rotator Cuff, or Knee Cartilage Surgery – Repair Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires surgical repair to a tendon, ligament, rotator cuff or knee cartilage due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. The injured area must be torn, ruptured, or severed and the surgical procedure must be performed by a Physician.
2. Surgical repair must occur within 120 days from the date of the Covered Accident.

*Benefit Limitations*

1. This benefit is only payable 1 time per Covered Accident.
2. If exploratory surgery is performed with no repair, we will not pay this benefit.

**Tendon, Ligament, Rotator Cuff, or Knee Cartilage Surgery - Exploratory Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires exploratory surgery to a tendon, ligament, rotator cuff or knee cartilage due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident. We will pay this benefit in addition to the Tendon, Ligament, Rotator Cuff, or Knee Cartilage Surgery – Repair Benefit.

*Benefit Conditions*

1. This surgery must be performed by a Physician.
2. This surgery must occur within 90 days from the date of the Covered Accident.

*Benefit Limitations*

1. This benefit is only payable 1 time per Covered Accident.

**Ruptured Disc Surgery – Repair Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires surgical repair to a ruptured disc in the spine due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. This surgery must be performed by a Physician.
2. This surgery must occur within 90 days from the date of the Covered Accident.

*Benefit Limitations*

This benefit is only payable 1 time per Covered Accident.

**Eye Injury Surgery Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires surgical repair to one eye or both eyes due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. This surgery must be performed by a Physician.
2. This surgery must occur within 90 days from the date of the Covered Accident.

*Benefit Limitations*

This benefit is only payable 1 time per Covered Accident.

**Eye Injury - Removal of Foreign Object Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires non-surgical removal of a foreign object to one eye or both eyes due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. This non-surgical removal must be performed by a Physician.
2. This non-surgical removal must occur within 90 days from the date of the Covered Accident.

*Benefit Limitations*

1. This benefit is only payable 1 time per Covered Accident.
2. If the Eye Injury Surgery Benefit is paid this benefit will not be paid for or during the same procedure.

**Emergency Dental – Extraction Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires an extraction of one or more teeth due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. The extraction must be performed by a licensed dentist.
2. The extraction must occur within 90 days from the date of the Covered Accident.

*Benefit Limitations*

For more than one tooth, We will pay 2 times the benefit shown in the *Schedule of Benefits*.

**Emergency Dental - Broken Tooth Benefit**

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person requires a crown for one or more teeth due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. This procedure must be performed by a licensed dentist.
2. The procedure crown must occur within 90 days from the date of the Covered Accident.

*Benefit Limitations*

1. If the Dental Extraction benefit is paid we will not pay this benefit for the same tooth, for and during the same procedure.
2. If more than one tooth requires a crown We will pay 2 times the benefit shown in the *Schedule of Benefits*.

**Concussion Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires treatment for a concussion due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

The Concussion must be diagnosed by a Physician within 90 days from the date of the Covered Accident.

*Benefit Limitations*

1. This benefit is payable 1 time per Covered Accident.

**Coma Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person is in a Coma due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. We will pay this benefit if a Covered Person is in a state of unconsciousness lasting 7 days with no response to external stimuli and requiring artificial respiratory or life support assistance.
2. Coma must be diagnosed by a Physician and is only payable 1 time per Covered Accident.

*Benefit Limitations*

We will not pay this benefit if a Coma is medically induced.

**Diagnostic Advanced Exam Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires a Diagnostic Advanced Examination due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

Diagnostic Advanced Exams are: CT or CAT Scans, MRI, PET, SPECT, or other similar tests. They do not include x-rays or laboratory studies such as blood chemistries, urinalysis, or other similar microscopic study of human blood, fluids, or bodily tissues.

***Benefit Conditions***

The examination must occur within 90 days of the Covered Accident.

***Benefit Limitations***

This benefit is only payable 1 time per covered accident.

**Appliance Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires a medical appliance for purposes of mobility due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

***Benefit Conditions***

1. The medical appliance must be prescribed by a Physician and must meet the definition of Durable Medical Equipment.
2. The appliance must be prescribed within 90 days from the date of the Covered Accident.

***Benefit Limitations***

1. We will not pay this benefit for prescribed or non-prescribed hearing aids, dentures, eye glasses, cosmetic devices such as wigs, or artificial joint replacements.
2. If more than 1 appliance is required we will pay 2 times the benefit shown in the *Schedule of Benefits*.
3. This benefit is payable 1 time per Covered Accident.

**Prosthesis Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires a prosthetic arm, leg, hand, foot, or eye due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

***Benefit Conditions***

1. The Prosthesis must be prescribed by a Physician.
2. Prosthesis must be received within 90 days from the date of the Covered Accident.

***Benefit Limitations***

1. We will not pay for hearing aids, dentures, eye glasses, cosmetic devices such as wigs, or artificial joint replacements.
2. If more than one prosthesis is required We will pay 2 times the benefit shown in the *Schedule of Benefits*.
3. This benefit is payable 1 time per Covered Accident.

**Paralysis – Paraplegia or Hemiplegia Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person suffers a spinal cord injury resulting in complete paralysis of 2 or 3 limbs due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

***Benefit Conditions***

1. Paralysis must be diagnosed within 90 days from the date of the Covered Accident, and
2. must last for 30 or more days.

***Benefit Limitations***

We will not pay this benefit if the Paralysis – Quadriplegia Benefit is payable for the same Covered Injury.

**Paralysis – Quadriplegia Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person suffers spinal cord injury resulting in complete paralysis of 4 limbs due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. Paralysis must be diagnosed within 90 days from the date of the Covered Accident, and
2. last for 30 or more days.

*Benefit Limitations*

If more than one Paralysis benefit is payable, We will pay only the largest available benefit.

**Blood, Plasma, Platelets Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires a blood plasma or platelets transfusion due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

Transfusion must occur within 90 days of covered accident.

*Benefit Limitations*

This benefit is only payable 1 time per Covered Accident.

**Transportation Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires treatment that is not available locally due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

*Benefit Conditions*

1. Treatment must be prescribed by a Physician.
2. Treatment must be received more than 100 miles one-way from the Covered Person's principal residence.
3. Treatment requires a Hospital Stay for a Covered Person.
4. The Hospital Stay must occur within 90 days from the date of the Covered Accident.
5. Treatment must occur within 90 days from the date of the Covered Accident.

*Benefit Limitations*

1. This benefit is payable 1 time per Covered Accident per 12 month period.
2. If a Ground, Water or Air Ambulance benefit is payable for a Covered Accident, then no Transportation benefit will be payable for the same Covered Accident or Covered Loss.



### **Family Lodging Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, for the temporary lodging of an immediate family member or caregiver if a Covered Person requires treatment that is not available locally and is due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

#### *Benefit Conditions*

1. Treatment must be prescribed by a Physician.
2. Treatment must occur more than 100 miles one-way from the Covered Person's residence.
3. Treatment requires a Hospital Stay for a Covered Person.
4. The Hospital Stay must occur within 90 days from the date of the Covered Accident.
5. Treatment must occur within 90 days from the date of the Covered Accident.

#### *Benefit Limitations*

1. This benefit is payable 1 time per Covered Accident per 12 month period.
2. The Benefit is payable for 1 immediate family member or caregiver for up to 30 days.

**Definition** For purposes of this Rider:

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Paralysis or Paralyzed** means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

**Quadriplegia** means total Paralysis of both upper and both lower limbs.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

**Prosthetic Device** means an artificial device which is prescribed by a Physician.

**Durable Medical Equipment** means items which are designed for and able to withstand repeated use by more than one person; customarily serve a medical purpose; generally are not useful in the absence of Injury or Sickness; are appropriate for use in the home; and are not disposable. Such equipment includes, but is not limited to, crutches, hospital beds, respirators, wheel chairs, and dialysis machines.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* section.

**Renewability/Termination of Coverage**

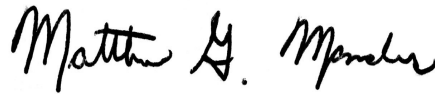
This Rider is renewable. However, this Rider shall automatically terminate on the earliest of the following dates:

1. the date the Covered Person's coverage ends for any reason under the Policy to which this Rider is attached;
2. the end of the period for which premium is paid for this Rider, subject to the Policy's Grace Period provision;
3. the end of the period for which premium is paid for coverage under the Policy, to which this Rider is attached, subject to the Policy's Grace Period provision.

**Reinstatement**

If the Employee applies for reinstatement of insurance under the Employee's Certificate, the Employee may apply to reinstate this Rider at that time.

This rider terminates at the same time as the policy to which it is attached unless terminated at an earlier date. Except for the above, the rider does not change the policy in any way.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**A handwritten signature in black ink that reads "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

EAB-00-2213.00

## **WELLNESS, HEALTH SCREENING TEST AND PREVENTIVE CARE BENEFIT RIDER**

This Rider is attached to and made a part of your group insurance Policy. It is subject to the terms, conditions, limitations and exclusions contained in the policy as well as those set forth in this Rider. For purposes of the benefits available under this Rider, we will pay these benefits regardless of whether a Covered Person incurs a Covered Injury from a Covered Accident. These benefits are not subject to a Pre-Existing Condition Limitation.

Rider Effective Date: January 1, 2018

### **BENEFITS**

This Rider provides limited Wellness Health Screening Test and Preventive Care Benefits. We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person undergoes or receives Wellness, Health Screening, and/or Preventive Care examination, immunization, or testing as set forth below under direction of a Physician while coverage under this rider is in force. Benefits are subject to any applicable Waiting Period, Benefit Period, and Elimination Period.

#### **Non-Duplication of Benefits**

If the Benefits under this Rider would duplicate Benefits payable under the Policy as a result of a Covered Accident, then such Benefits will only be payable under the Policy and not under this Rider.

#### **Waiting Period**

The Waiting Period is the period of time following the Covered Person's Effective Date, during which no benefits are available. The Waiting Period for this Rider is 30 days.

#### *Benefit Limitation*

This benefit is payable for one service for either Wellness, Health Screening Tests, or Preventive Care up to a maximum as shown on the *Schedule of Benefits*.

### **WELLNESS**

- Well Child Care - Visits, Labs and Immunizations;
- Osteoporosis screenings;
- Routine gynecological exams;
- Routine prostate exams;
- General health exams;
- Colorectal cancer screening;
- Lead poisoning screening;
- Cancer screenings; and
- Adult immunizations

## **HEALTH SCREENING TEST**

- Mammography
- Pap Smear for women over Age 18
- Flexible Sigmoidoscopy
- Hemocult Stool Specimen
- Colonoscopy
- Prostate Specific Antigen (for prostate cancer)
- Stress test on a bicycle or treadmill
- Fasting blood glucose test
- Blood test for triglycerides
- Serum cholesterol test to determine levels of HDL and LDL
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- Chest X-ray
- Serum Protein Electrophoresis (blood test for myeloma)
- Thermography

## **PREVENTIVE CARE**

Patient Protection and Affordable Care Act (PPACA) required preventive health services for the following preventive care services (detailed information is available at [www.healthcare.gov/center/regulations/prevention/recommendations.html](http://www.healthcare.gov/center/regulations/prevention/recommendations.html)):

1. evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
2. immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the Covered Person involved;
3. for infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration;
4. for women, such additional preventive care and screenings not described in paragraph.

### **Renewability/Termination of Coverage**

This Rider is renewable. However, this Rider shall automatically terminate on the earliest of the following dates:

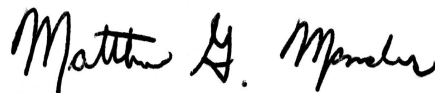
1. the date the Covered Person's coverage ends for any reason under the Policy to which this Rider is attached;
2. the end of the period for which premium is paid for this Rider, subject to the Policy's Grace Period provision; or
3. the end of the period for which premium is paid for coverage under the Policy, to which this Rider is attached, subject to the Policy's Grace Period provision.

### **Reinstatement**

If the Employee applies for reinstatement of insurance under the Employee's Certificate, the Employee may apply to reinstate this Rider at that time.

This rider terminates at the same time as the Policy to which it is attached unless terminated at an earlier date. Except for the above, the rider does not change the Policy in any way.

## **LIFE INSURANCE COMPANY OF NORTH AMERICA**



Matthew G. Manders, President

WPB-00-2214.00

**AMENDATORY RIDER**  
**DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE**

Subscriber: Association of Universities for Research in Astronomy (AURA)

Policy No.: 960532

Effective Date: January 1, 2018

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires.

Domestic Partner/Civil Union Partner means any of the following:

1. A person with whom the Employee or Former Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person who was legally married to the Employee or Former Employee under the laws of a state permitting marriage of partners of the same sex, where the Employee or Former Employee and Domestic Partner/Civil Union Partner currently reside in a state that does not recognize a valid marriage. This shall not apply if:
  - a. the marriage has been terminated by legal process, or;
  - b. either the Employee or Former Employee or the Domestic Partner/Civil Union Partner has entered into a valid marriage, civil union or domestic partnership under state law.
3. A person meeting all of the following requirements, with respect to an Employee or Former Employee:
  - a. Shares a permanent residence with the Employee or Former Employee;
  - b. Has resided with the Employee for at least 6 months and is expected to continue to reside with the Employee indefinitely;
  - c. Has not been legally married to any other person within the previous six months, and has no Domestic Partner other than the Employee or Former Employee during the previous six months, and is the Employee or Former Employee's sole Domestic Partner;
  - d. Has signed a Domestic Partner declaration with the Employee or Former Employee, if the Employee or Former Employee resides in a jurisdiction which provides for Domestic Partner declarations;
  - e. Has not signed a Domestic Partner declaration with any other person within the last 6 months;
  - f. Is interdependent with the Employee or Former Employee in three or more of the following ways:
    1. Both partners are registered under any municipal ordinance as domestic partners.
    2. Both partners are jointly parties to a lease, mortgage or deed.
    3. Both partners jointly own one or more motor vehicles.
    4. Both partners jointly own one or more bank or credit accounts.
    5. The Employee or Former Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
    6. The Employee or Former Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
    7. The Employee or Former Employee has designated the Domestic Partner as beneficiary of the Employee or Former Employee's will.
    8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.
  - g. Is not so closely related by blood to the Employee or Former Employee as to prohibit legal marriage in their state of residence.
  - h. Is no less than 18 years of age.

The Employee or Former Employee and Domestic Partner must furnish the Employer and Insurance Company with a signed declaration that the above requirements are met, at the time of enrollment.

All references in the policy to "Spouse" shall be changed to read "Spouse, Domestic Partner, and Civil Union Partner except as follows:


1. The definition of "Spouse" remains unchanged.
2. For purposes of any provision of the policy providing for payment of benefits to relatives of the Employee or Former Employee, a Domestic Partner/Civil Union Partner shall be included only if:
  - a. the Domestic Partner/Civil Union Partner meets the requirements of the definition of Domestic Partner/Civil Union Partner referenced in item 1 or 2, or;
  - b. the Employee or Former Employee, and Domestic Partner/Civil Union Partner have furnished the Employer or the Insurance Company with a signed statement affirming that the requirements referenced in item 3 within the definition of Domestic Partner/Civil Union Partner are met.
3. A Domestic Partner/Civil Union Partner shall be deemed eligible to be enrolled for insurance on the latest of:
  - a. the date of registration under Item 1 of the definition of Domestic Partner/Civil Union Partner;
  - b. the date that the Employee or Former Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Amendment to the Policy.
4. A child of a Domestic Partner/Civil Union Partner may only be eligible to be insured if:
  - a. the child is primarily dependent on the Employee for financial support;
  - b. the Employee has a legal obligation of support of the child; or
  - c. the Employee is the child's legal guardian.

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee is changed by the following:

In the case of any person of the same sex as the Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee's state of residence allows same-sex couples to marry.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

A handwritten signature in black ink, appearing to read "Matthew G. Manders". The signature is fluid and cursive, with the first name "Matthew" being the most prominent.

Matthew G. Manders, President

TL-007153

**SUPPLEMENTAL INFORMATION  
for**

**A.U.R.A., Inc. Group Life Insurance Plan**

**required by the Employee Retirement  
Income Security Act of 1974**

As a Plan participant in Association of Universities for Research in Astronomy (AURA)'s Insurance Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA).

You should refer to the attached Certificate for a description of when you will become eligible under the Plan, the amount and types of benefits available to you, and the circumstances under which benefits are not available to you or may end. The Certificate, along with the following Supplemental Information, makes up the Summary Plan Description as required by ERISA.

**IMPORTANT INFORMATION ABOUT THE PLAN**

- The Plan is established and maintained by Association of Universities for Research in Astronomy (AURA), the Plan Sponsor.
- The Employer Identification Number (EIN) is 86-0490754.
- The Plan Number is 511.
- The Insurance Plan is administered directly by the Plan Administrator with benefits provided, in accordance with the provisions of the group insurance contract, 960532, issued by LIFE INSURANCE COMPANY OF NORTH AMERICA.
- The Plan Administrator is: Association of Universities for Research in Astronomy (AURA)  
950 N. Cherry Ave.  
Tucson, AZ 85719  
520-318-8158

The Plan Administrator has authority to control and manage the operation and administration of the Plan.

- The Plan Sponsor may terminate, suspend, withdraw or amend the Plan, in whole or in part, at any time, subject to the applicable provisions of the Policy. (Your rights upon termination or amendment of the Plan are set forth in your Certificate.)
- The agent for service of legal process is the Plan Administrator.
- The Plan of benefits is financed by the Employees.
- The date of the end of the Plan Year is December 31.



## WHAT YOU SHOULD DO AND EXPECT IF YOU HAVE A CLAIM

When you are eligible to receive benefits under the Plan, you must request a claim form or obtain instructions for submitting your claim telephonically or electronically, from the Plan Administrator. All claims you submit must be on the claim form or in the electronic or telephonic format provided by the Insurance Company. You must complete your claim according to directions provided by the Insurance Company. If these forms or instructions are not available, you must provide a written statement of proof of loss. After you have completed the claim form or written statement, you must submit it to the Plan Administrator.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for adjudicating claims for benefits under the Plan, and for deciding any appeals of denied claims. The Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company shall be final and binding on Participants and Beneficiaries to the full extent permitted by law.

The Insurance Company has 45 days from the date it receives your claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, to determine whether or not benefits are payable to you in accordance with the terms and provisions of the Policy. The Insurance Company may require more time to review your claim if necessary due to circumstances beyond its control. If this should happen, the Insurance Company must notify you in writing that its review period has been extended for up to two additional periods of 30 days (in the case of a claim for disability benefits), or one additional period of 90 days (in case of any other benefit). If this extension is made because you must furnish additional information, these extension periods will begin when the additional information is received. You have up to 45 days to furnish the requested information.

During the review period, the Insurance Company may require a medical examination of the Insured, at its own expense; or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify you of the date and time of the examination and the physician's name and location. It is important that you keep any appointments made since rescheduling examinations will delay the claim process. If additional information is required, the Insurance Company must notify you, in writing, stating the information needed and explaining why it is needed.

If your claim is approved, you will receive the appropriate benefit from the Insurance Company.

If your claim is denied, in whole or in part, you must receive a written notice from the Insurance Company within the review period. The Insurance Company's written notice must include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for your claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit, identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement informing you of your right to appeal the decision, and an explanation of the appeal procedure, including a statement of your right to bring a civil action under Section 502(a) of ERISA if your appeal is denied.

## **Appeal Procedure for Denied Claims**

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written request for appeal to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by the Insurance Company, a prompt and complete review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

The Insurance Company has 60 days from the date it receives your request to review your claim and notify you of its decision (45 days, in the case of any claim for disability benefits). Under special circumstances, the Insurance Company may require more time to review your claim. If this should happen, the Insurance Company must notify you, in writing, that its review period has been extended for an additional 60 days (or 45 days, in the case of any claim for disability benefits). Once its review is complete, the Insurance Company must notify you, in writing, of the results of the review and indicate the Plan provisions upon which it based its decision.

## **YOUR RIGHTS AS SET FORTH BY ERISA**

As a participant in Association of Universities for Research in Astronomy (AURA)'s Insurance Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

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.

### **Prudent Actions by Plan Fiduciaries**

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. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report 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 the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. 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 court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

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, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration.

## MODIFYING PROVISIONS AMENDMENT

Subscriber: Association of Universities for Research in Astronomy (AURA) Policy No.: 960532

Amendment Effective Date: January 1, 2018

This Amendment is attached to and made part of this Policy. Its provisions are intended to conform the Policy/Certificate to the laws of the state in which the insured resides.

The Policy/Certificate is amended as follows:

### Arkansas residents:

- 1) Under the *General Definitions* section, the definition of Covered Accident does not include reference to an “external” event.
- 2) Under the *General Definitions* section, the definition of Dependent Child is replaced with the following:

#### **Dependent Child**

An Employee’s child who meets the following requirements:

1. A child from live birth to 26 years old;
2. A child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Premium will continue at the child rate.

A child, for purposes of this provision, includes an Employee’s:

1. natural child;
2. In the case of minor children under an Employee’s charge, care and control for whom the Employee has filed a petition to adopt, coverage will be effective:
  - a. From the date of birth if the petition for adoption is filed and a request for coverage is made within 60 days of the date of birth; or
  - b. On the date of the filing of the petition for adoption if a request for coverage is made within 60 days of the date of filing.

Coverage shall terminate upon the dismissal of a petition for adoption.

3. An unmarried dependent child who is incapable of sustaining employment by reason of mental retardation or physical disability, who became so incapacitated prior to the attainment of age 26 years and who is chiefly dependent on the Employee for support and maintenance. Coverage shall continue so long as the coverage of the Employee remains in force and so long as the dependent remains in such condition. At Our request and expense, proof of the incapacity or dependency must be furnished to Us by the Employee, except in no event shall this requirement preclude eligible dependents, regardless of age. If the incapacity or dependency is thereafter removed or terminated, the Employee shall so notify Us.
4. child for whom the Employee is the court-appointed legal guardian, as long as the child resides with the Employee and primarily depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.
5. a child of the Employee's Domestic Partner/Partner to a Civil Union, provided the child is living with, and is financially dependent upon the Employee.

## California residents:

NOTICE: FOR EMPLOYERS LOCATED IN CALIFORNIA. YOU MUST PROVIDE COVERAGE TO CALIFORNIA RESIDENTS WHO ARE IN A REGISTERED DOMESTIC PARTNERSHIP

If the Policy provides coverage/benefits to a Spouse, a *Domestic Partner* will be afforded the same coverage/benefits provided to a Spouse.

Domestic Partner means any of the following:

1. A person with whom the Employee has a registered domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner unless and until: (1) the domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner marries another person.

All references in the policy to "Spouse" shall be changed to read "Spouse and Domestic Partner" except as follows:

1. A Domestic Partner shall be deemed eligible to be enrolled for insurance or eligible for Additional Benefits on the latest of:
  - a. the date of registration under Item 1 of the definition of Domestic Partner;
  - b. the date that the Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Rider to the Policy.
2. A child of a Domestic Partner may only be eligible to be insured or eligible for Additional Benefits if:
  - a. the child is primarily dependent on the Employee for financial support;
  - b. the Employee has a legal obligation of support of the child; or
  - c. the Employee is the child's legal guardian.

## Connecticut residents:

- 1) Under the *Schedule of Benefits* section, the following Ambulance Benefit replaces any ambulance benefits that are included in, the Initial Care and Emergency Care Benefits subsection:

### **Ambulance Benefit**

The benefit will equal the lesser of: 1. billed charges; or 2. the rate established by the CT Department of Public Health.

- 2) Under the *Description of Benefits* section, the following Ambulance Benefit is added to, or replaces any ambulance benefit that is included in, the Initial Care and Emergency Benefits subsection:

### **AMBULANCE BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, if the Covered Person requires ambulance services due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

The benefit will equal the lesser of: 1. billed charges; or 2. the rate established by the CT Department of Public Health.

In the event any Covered Person is covered under more than one policy, the Hospital Policy will be primary and pay benefits.

#### *Benefit Conditions*

1. The ambulance services provided must be for ground, water, and air transportation from the scene of the Covered Accident to the nearest Hospital that is able to provide appropriate care, or for transportation to the nearest Hospital within 48 hours of the Covered Accident or between Hospitals.
2. This benefit is payable once per Covered Accident, per Covered Person.

#### *Benefit Limitations*

1. This benefit shall not be payable more than 1 time per month.
2. We will pay this benefit in addition to the Emergency Care Treatment Benefit.
3. We will only pay one benefit, ground, water, or air ambulance whichever is the greater amount.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* section.

3) Under the *General Definitions* section, the following changes are made:

- a. To the extent the Policy includes Dependent Child coverage, the definition of Dependent Child is replaced with the following:

**Dependent Child**

An Employee's child who meets the following requirements:

1. A child from live birth to 26 years old. If premium is required, notification of birth and the payment of the required premium must be furnished not later than the 61<sup>st</sup> day after birth to continue coverage beyond such 61 day period. Provided, however, that failure to furnish such notice or pay premium shall not prejudice any claim originating within such 61 day period.
2. A child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

A child, for purposes of this provision, includes an Employee's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
3. stepchild;
4. child, grandchild for whom the Employee is the court-appointed legal guardian. If an Employee who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with the Employee for at least six consecutive months and intend to reside with the Employee for an indefinite period of time.
5. a child of the Employee's Domestic Partner /Partner to a Civil Union.

- b. The definition of Hospital is amended to include the following as second paragraph, if not already included:

The term Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital, and the requirement that a patient must incur an expense as an Inpatient shall be waived.

- c. Under the Totally Disabled or Total Disability definition, item 2 is replaced with the following:

2. inability of the Covered Person who is not currently employed to perform the normal activities of a person of like age and sex and who is under the regular care of a Physician who certifies that such person is Totally Disabled.

- 4) Under the *Common Exclusions* section, the following alcohol/substance abuse exclusions are amended:
5. voluntary use of any controlled substance as defined, in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician; (accidental ingestion of a poisonous substance or controlled drug is not excluded) up to 30 days a calendar year as an inpatient in a Hospital and a maximum of \$500 a calendar year for covered expenses while other than an inpatient in a Hospital;
  6. operating any type of vehicle while under the influence of alcohol or any controlled substance as defined, in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician; including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated. "Intoxicated" means having a blood alcohol level of .08 or higher;
- 5) Under the *General Provisions* section, the following changes are made:
- a. The Incontestability provision is replaced with the following:

**Incontestability**

**This Policy or Participation Under This Policy**

All statements made by the Subscriber to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Subscriber.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested.

**A Covered Person's Insurance**

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

- b. In the Policy Termination provision, the following paragraph is added, as the second paragraph of the provision:

The Employer must provide each certificate holder with 15 days advance written notice prior to policy cancellation or discontinuance.

- 6) The following Rider form is not available:

#### **WELLNESS/HEALTH SCREENING TEST AND PREVENTIVE CARE BENEFIT RIDER**

#### **District of Columbia residents:**

Under the *General Definitions* section, item 4 of the second paragraph of the definition of Dependent Child is replaced with the following:

4. minor grandchildren, nieces, or nephews under the Employee's primary care, and if the legal guardian of the minor grandchild, niece, or nephew, if other than the Employee, is not covered by an accident or sickness policy. Here "primary care" means that the Employee provides food, clothing, and shelter, on a regular and continuous basis, for the minor grandchild, niece, or nephew during the time the District of Columbia public schools are in regular session.

#### **Georgia residents:**

- 1) Under the *Claim Provisions* section, the Claim Forms provision is replaced with the following:

##### **Claim Forms**

We will send claim forms with written instructions for filing proof of loss when We receive notice of a claim. If such forms are not sent within 10 working days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

#### **Louisiana residents:**

- 1) The definition of Dependent Child is replaced with the following:

##### **Dependent Child**

An Employee's natural child, stepchild, foster child, legally adopted child, child of adopting parents pending finalization of adoption procedures, and child for whom coverage has been court-ordered, as follows:

1. child from live birth under 26 years of age;
2. unmarried grandchild under 26 years of age who is in the Employee's legal custody and residing in the Employee's home;
3. the otherwise applicable limiting age shown above shall not apply to the Employee's child who is incapable of self-support due to a mental or physical incapacity.

Any unmarried child who is placed in the Employee's home pursuant to an adoption placement agreement executed with a licensed adoption agency shall be considered a Dependent Child of the Employee from the date of placement in the Employee's home.

Any unmarried child who is placed in the Employee's home following execution of an act of voluntary surrender in favor of the Employee or the Employee's legal representative shall be considered a Dependent Child of the Employee effective on the date on which the act of voluntary surrender becomes irrevocable.

A child, for purposes of this provision, includes a child of the Employee's Domestic Partner/Partner to a Civil Union, provided the child is living with, and is financially dependent upon the Employee.



- 2) Under the *Continuation of Insurance Provisions* section, the Continuation for Military Service provision is replaced with the following:

**Continuation for Military Service**

If an Employee's Active Service ends due to entry into the armed forces, insurance will continue, if the required premium is paid, until the day the Employee fails to return to work as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994.

All of the following will apply when insurance is continued under this provision:

1. any change in benefits that occurs during the period of continuation will apply on the effective date of the change;
2. any Active Service requirement will be waived;
3. the Employee will be given credit for the time He was covered under this Policy prior to the leave.

If an Employee does not continue insurance during such leave and returns to work:

1. the Employee and His enrolled Spouse and Dependent Children will be covered on the date the Employee returns to work from the leave. The Employee must return to work as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994;
2. any portion of an eligibility waiting period that has not been completed will not be credited during the Employee's leave.

A Spouse or Dependent Child of an Employee, who is covered under the Policy and subsequently called to service in the armed forces, will continue to be considered a Spouse or Dependent Child under the provisions of the Policy, without any lapse of coverage, provided that all required contributions are paid in accordance with Policy provisions.

- 3) Under the *Claim Provisions* section, the Time of Payment of Claims provision is replaced with the following:

**Time of Payment of Claims**

All claims arising under the terms of the Policy shall be paid not more than 30 days from the date upon which written or authorized electronic notice and proof of claim, in the form required by the terms of the Policy, are furnished to Us unless reasonable grounds, such as would put a reasonable and prudent businessman on His guard, exist. Failure to comply with this provision shall subject Us to a penalty payable to the Covered Person of double the amount of the benefits due under the terms of the Policy during the period of delay, together with attorney's fees to be determined by the court.

- 4) Under the *Administrative Provision* section, the Changes in Premium Rates provisions is replaced with the following:

**Changes in Premium Rates**

The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. However, the Insurance Company shall provide at least 45 days advance written notice, for an increase in premium rates that equals or exceeds 20%. No change in rates will be made until 24 months after the Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed, if any of the following events take place:

1. The Policy terms change.
2. A division, subsidiary, eligible company, or class is added or deleted.
3. There is a change of more than 10% in the number of eligible Employees.
4. Federal or state laws or regulations affecting benefit obligations change.
5. Other changes occur in the nature of the risk that would affect the Insurance Company's original risk assessment.
6. The Insurance Company determines the Employer fails to furnish necessary information.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

- 5) Under the *General Provisions* section, the first paragraph of the Policy Termination provision is replaced with the following:

We may terminate insurance on or after the first anniversary of the Policy Effective Date. The Subscriber or We may terminate insurance on any Premium Due Date. Written notice with the reason for such termination, by certified mail, must be given at least 60 days prior to such Premium Due Date. Failure by the Subscriber to pay premiums when due or within the Grace Period shall be deemed notice to Us to terminate insurance at the end of the period for which premium was paid.

#### **Massachusetts residents:**

Under the *Continuation of Insurance Provisions* section, the following provision is added:

##### **Additional Continuation of Insurance Provisions**

If an Employee leaves the group due to termination of employment resulting from a Plant Closing or Partial Closing, insurance for such Employee will be continued until the earliest of the following dates:

1. 90 days from the date of the Plant Closing or Partial Closing;
2. The date the Employee becomes eligible for similar benefits.

As used in this provision:

"Plant Closing" means a permanent cessation or reduction of business at a facility which results or will result as determined by the director in the permanent separation of at least 90% of the employees of said facility within a period of six months prior to the date of certification or with such other period as the director shall prescribe, provided that such period shall fall within the six month period prior to the date of certification.

"Partial Closing" means a permanent cessation of a major discrete portion of the business conducted at a facility which results in the termination of a significant number of the employees of said facility and which affects workers and communities in a manner similar to that of Plant Closings.

If an Employee leaves the group for a reason other than as a result of a Plant Closing or Partial Closing, insurance for such Employee will be continued until the earliest of the following dates:

1. 31 days from the date the Employee leaves the group;
2. The date the Employee becomes eligible for similar benefits.

#### **Minnesota residents:**

Under the *Common Exclusions* section, the following changes are made:

- a) The exclusion related to intentionally self-inflicted Injury is replaced by the following:

intentionally self-inflicted Injury; and

- b) The exclusion related to operating a vehicle while under the influence of alcohol, or drugs is replaced with the following:

operating any type of vehicle while under the influence of alcohol, or any drug, or narcotic unless administered on the advice of a Physician and taken in accordance with the prescribed dosage, or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it.

"Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;

## **New Hampshire residents:**

1) Under the *Claims Provisions* section, the following changes are made:

a) Under the Proof of Loss provision, the provision is replaced with the following:

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible.

b. The Time of Payment of Claims provision is replaced with the following:

### **Time of Payment of Claims**

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

c) Under the Payment of Claims provision, reference to “\$1,000” is changed to read “up to an amount not exceeding \$1,000”.

2) Under the *Administrative Provisions* section the following changes are made:

a. The Payment of Premium provision is replaced with the following:

### **Policyholder**

The first premium is due on the Policy Effective Date. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder. If any premium is not paid on the Premium Due Date when due, this Policy will be cancelled as of such Premium Due Date, except as provided in the Policy Grace Period provision below.

b. The Grace Period provision is replaced with the following:

### **Policy**

A Policy Grace Period of 31 days will be granted for payment of required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

3) Under the *General Provisions* section, the following changes are made:

- a. The following sentence has been added to the Assignment provision:

The rights and benefits under this Policy may not be assigned to a healthcare provider.

- b. The Incontestability provision is replaced with the following:

**Incontestability**

**This Policy or Participation Under This Policy**

All statements made by the Policyholder to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a signed copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for non-payment of premium.

**A Covered Person's Insurance**

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a signed copy of the instrument containing the statement is, or has been, furnished to the claimant. After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for non-payment of premium.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

- c. Under the Policy Termination provision, reference to "31 days" is replaced with "45 days".

4) For purposes of *Continuation of Insurance Provision*, The term Spouse must also include a spouse who is widowed or divorced or legally separated from an Employee. See Spouse definition below:

The Employee's lawful spouse who is at least Age 18 but not yet Age 70. Except for purposes of determining initial eligibility, the term includes a spouse who is widowed or divorced or legally separated from an Employee.

- 6) The following Rider form(s) is/are not available:

**WELLNESS/HEALTH SCREENING TEST AND PREVENTIVE CARE BENEFIT RIDER**

**New Mexico residents:**

- 1) Under the *General Definitions* section, the definition of Dependent Child is replaced to provide coverage to 25 years of age and to include a child of an Employee who is the legal guardian of a child but is not a step-parent, grandparent, aunt or uncle under section 2, as follows:

**Dependent Child**

An Employee's child who meets the following requirements:

1. A child from live birth to 26 years of age;
2. A child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

A child, for purposes of this provision, includes an Employee's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union;
3. stepchild;
4. child, grandchild for whom the Employee is the court-appointed legal guardian
5. a child of the Employee's Domestic Partner /Partner to a Civil Union.

- 2) Under the *General Definitions* section, the definition of Physician is replaced with the following which includes "practitioner of the healing arts" in place of health care provider:

**Physician/Doctor**

A licensed practitioner of the healing arts practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

1. employed or retained by the Subscriber;
2. living in the Covered Person's household; or
3. a parent, sibling, spouse or child of the Covered Person.

- 3) Under the *Claim Provisions* section, the Time of Payment of Claims provision is replaced with the following:

**Time of Payment of Claims**

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

- 4) The following Rider form is not available:

**WELLNESS/HEALTH SCREENING TEST AND PREVENTIVE CARE BENEFIT RIDER**

**North Dakota residents:**

- 1) Under the *Takeover Provisions* section, the following changes are made:
  - a. Item A 2 is amended to read:
    2. If benefits are not payable under the Prior Plan during the period that coverage is continued, solely because the Prior Plan terminated, benefits payable under this Policy will be the amount of coverage in effect under the Prior Plan on the date it terminated reduced by any benefits payable by the Prior Policy. Credit will be given for partial completion under the Prior Plan of Elimination Periods and partial satisfaction of the pre-existing condition limitations.
- 2) The following Rider form(s) is/are not available:

**WELLNESS/HEALTH SCREENING TEST AND PREVENTIVE CARE BENEFIT RIDER**

**Oregon residents:**

NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR OREGON RESIDENTS

**South Carolina residents:**

- 1) Under the *Common Exclusions* section, the following changes are made:
  - a. The following exclusions do not apply:

voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;

operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred.
  - b. The following exclusion is added:

Any loss resulting from being Intoxicated or under the influence of a narcotic unless taken on the advice of a Physician. "Intoxicated", for purposes of this exclusion, means intoxicated as defined by the law of the state in which the Covered Loss occurred.

2) Under the *Claim Provisions* section, the following changes are made:

- a. The Claimant Cooperation Provision does not apply.
- b. The Physical Examination and Autopsy provision is replaced with the following:

**Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending. If an autopsy is performed, it will be in the State of South Carolina and during the period of contestability unless prohibited by law.

- c. The *Legal Actions* provision is replaced with the following:

**Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than six years after the time such written proof of loss must be furnished.

3) Under the *General Provisions* section, the Policy Termination provision is amended to include the following as last paragraph:

However, if the premium is to be collected in weekly, monthly, or other periodic installments by authority of a payroll deduction order executed by the Employee and delivered to Us or the Employer authorizing the deduction of premium installments from the Employee's salary or wages, We may not, during the period for which the Policy is issued and while the Employee remains employed by the authorized Employer, declare forfeited or lapsed the Policy until and unless a written or printed notice of the failure of the Employer to remit the premium or installment thereof, stating the amount or portion thereof due on the Policy and to whom it must be paid, has been duly addressed and mailed to the Employee who is insured under the Policy at least fifteen days before the Policy is terminated or lapsed.

**South Dakota residents:**

Under the *Common Exclusions* section, the following changes are made:

- a. The following exclusions do not apply:

voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;

operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred.

- b. The following exclusion is amended, to not exclude treatment rendered by a family member:

services or treatment rendered by a Physician, Nurse or any other person who is:

- a. employed or retained by the Subscriber;
- b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;

- c. The following exclusion is amended, to include "for which benefits are paid by Workers' Compensation or any similar law":

Injuries that occur in the workplace or during the course of any employment for pay, benefit, or profit for which benefits are paid by Workers' Compensation or any similar law.

## Texas residents:

- 1) Under the *General Definitions* section, the Dependent Child definition is replaced with the following:

### **Dependent Child**

An Employee's child who meets the following requirements:

1. A child who is less than 26 years old;
2. A child of any age who is dependent on an Employee, and is either medically certified as disabled, or is incapable of self-support due to mental retardation or physical handicap.

A child, for purposes of this provision, includes an Employee's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means a child of an Employee who is a party to a suit in which the Employee seeks to adopt the child, or the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
3. stepchild who resides with the Employee and is financially dependent upon the Employee;
4. child for whom the Employee is the court-appointed legal guardian, as long as the child resides with the Employee and primarily depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns;
5. a child of the Employee's domestic partner /Partner to a Civil Union, provided the child is living with, and is financially dependent upon the Employee;
6. child for whom the Employee must provide medical support under an order issued under Chapter 154, Texas Family Code, or enforceable by a court in Texas;
7. grandchild, if the grandchild is under 26 years old and is a dependent of the Employee for Federal and State income tax return purposes at the time application for coverage of the grandchild is made. Coverage for the grandchild may not be terminated solely because the covered child is no longer a dependent of the Employee for Federal and State income tax return purposes.

- 2) Under the *Administrative Provisions* section, Change in Premium Rates Provision is modified by adding this first paragraph:

### **Changes in Premium Rates**

The premium rates may be changed by the Insurance Company from time to time with at least 60 days advance written notice. The Insurance Company will not require a response from the Employer to renew the Policy, or take other action relating to the renewal or extension of the Policy, before the 45<sup>th</sup> day after the date such notice of the premium rate increase is given.



- 3) Under the *General Provisions* section, the first paragraph of the Policy Termination provision is replaced with the following:

We may terminate insurance, with 60 days advance written notice, on or after the first anniversary of the Policy Effective Date. The Subscriber or We may terminate insurance on any Premium Due Date. Written notice by certified mail notice must be given at least 60 days prior to such Premium Due Date. Failure by the Subscriber to pay premiums when due or within the Grace Period shall be deemed notice to Us to terminate insurance at the end of the period for which premium was paid.

**Vermont residents:**

- 1) Under the *Schedule of Benefits* section, the following changes are made:
- a) Coverage must be offered to part-time Employees who work at least 17.5 hours per week.
  - b) Portability provision has been removed from this schedule.
- 2) To the extent the Policy provides insurance coverage to a spouse, the identical consideration must be applied to same sex marriages and civil unions. The language is as follows:
- a. Civil Union Partner means:
    - i. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until: (1) the civil union is dissolved under applicable law; or (2) either the Employee or the Civil Union Partner marries another person.
  - b. Spouse means:
    - i. "Lawful spouse" and includes a lawful spouse of the same sex.
    - ii. This also includes a partner to a civil union recognized under Vermont Law.
- 3) The following Rider form(s) is/are not available:

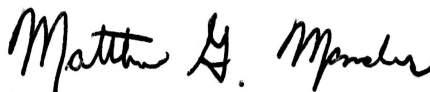
**WELLNESS/HEALTH SCREENING TEST AND PREVENTIVE CARE BENEFIT RIDER**

**Washington residents:**

NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR WASHINGTON RESIDENTS

Please refer to your Certificate of Insurance which describes the benefit provisions and limitations applicable to you as a resident of this state.

Signed for the  
**Life Insurance Company of North America**



Matthew G. Manders, President

GAI-00-3000.00





**UNDERWRITTEN BY:**  
**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
a Cigna company

**Class 1**

**11/2017**

